

JAMES S. BEECHER, ESQ. AND MCKINZIE M. PETERSON, ESQ.

July 16, 2019

City of Ely, Nevada
501 Mill Street
Ely, Nevada 89301

Mayor and City Council:

James S. Beecher and McKinzie M. Peterson are writing to offer a proposal to provide contract services as City Prosecutors for the City of Ely, Nevada. Their experience, focus, and commitment to serving this community make them uniquely qualified to serve the City as prosecutors.

James S. Beecher currently works as the Chief Deputy District Attorney of White Pine County. McKinzie M. Peterson currently works as a Deputy District Attorney of White Pine County. Together, they prosecute criminal cases of all types in White Pine County, from traffic citations to Category A felonies.


James S. Beecher graduated from Nevada's only law school, William S. Boyd School of Law, University of Nevada, Las Vegas in December 2011. He started his legal career working for a private firm in Winnemucca, representing both civil clients and criminal defendants. In 2014, James moved to White Pine County as a Nevada State Public Defender, representing criminal defendants in all types of cases. In 2015, James accepted a position as a Deputy District Attorney for White Pine County. In 2017, James was promoted to Chief Deputy District Attorney for White Pine County, where he continues to serve the community today.

McKinzie Peterson graduated from S. J. Quinney College of Law, University of Utah in May 2016. That same year, she moved to White Pine County to serve as a Law Clerk for the Seventh Judicial District Court Judges. In 2017, McKinzie accepted a position as a Deputy District Attorney for White Pine County, where she still serves the community today.

Together James and McKinzie have prosecuted hundreds of misdemeanor and felony criminal cases. They are well aware of the standards, time, and attention needed to prosecute criminal cases and are in the best position to provide the City of Ely with the services needed to prosecute cases in Municipal Court.

James and McKinzie look forward to continuing to serve their community and the City of Ely. Their proposal and resumes are attached. They welcome any questions that the Mayor or Council may have.

Sincerely,


James S. Beecher, Esq.


McKinzie M. Peterson, Esq.

James S. Beecher Phone: (775) 304-4582 • James S. Beecher Email: beecher_james@yahoo.com
McKinzie M. Peterson Phone: (435) 632-9329 • McKinzie M. Peterson Email: mcinziempeterson@gmail.com

JAMES S. BEECHER, ESQ. AND MCKINZIE M. PETERSON, ESQ.

Proposal for City Prosecutor Services

If selected as the City Prosecutors for the City of Ely, James S. Beecher and McKinzie M. Peterson would be available to prosecute all criminal cases for the City of Ely in the Ely Municipal Court. Included in the execution of these duties, the prosecutors would meet with witnesses and victims; coordinate with law enforcement in investigations; file any complaints, motions, and oppositions to defense motions; negotiate cases or conduct trials, as the situation requires; and perform any other work required to ensure a just and reasonable outcome for all criminal cases.

James S. Beecher and McKinzie M. Peterson would complete this work for a flat monthly fee of \$2,500 to each attorney, payable the month subsequent to the month the work was performed.

The scope of representation would not include the civil duties of a city attorney, such as representation during City Council meetings or civil law suits.

Some of the benefits of this proposal include:

- **Certainty of Costs:** cases can be unpredictable in the amount of time needed to prosecute them. By contracting under a flat fee, the City will not receive unexpected bills from attorneys billing excessive hours.
- **Savings from Benefits:** by hiring James and McKinzie as contract attorneys, the City will not be responsible for paying for either attorney's health insurance, life insurance, or PERS contributions.
- **Enabling the City to Hire a Dedicated Civil Attorney:** by contracting with James and McKinzie as City Prosecutors, the city would be able to engage in a similar contract with a civil attorney who would be able to focus on the city's civil needs without the great burden of also having to prepare and prosecute criminal cases. This also potentially frees more local attorneys from conflicts they may have prosecuting criminal cases, due to potential conflicts with their private practices.
- **Cost Effective:** in 2014, the City of Ely paid one City Prosecutor \$60,000 to prosecute cases in the City. This proposal, five years later, would cost the exact same, but would result in two experienced prosecutors prosecuting cases for the City.

James S. Beecher

623 Murry Street
Ely, Nevada 89301
(775) 304-4582; beecher_james@yahoo.com

Work Experience

White Pine County Tourism and Recreation Board, Ely, NV

Legal Counsel

March 2017 to Present

Advise and represent the White Pine County Tourism and Recreation Board on open meeting law; review, negotiate and create contracts; assist in the development of policies; and advise the Board on other legal matters.

White Pine County School District, Ely, NV

Legal Counsel

July 2016 to Present

Advise and represent the School District and its Board of Trustees, on various legal issues, including open meeting law, contracts, and union negotiations.

White Pine County District Attorney's Office, Ely, NV

Chief Deputy District Attorney

January 2015 to Present

Represent the White Pine County Commission during public meetings and research various issues at the Commission's direction; prosecute cases referred in by the White Pine County Sheriff's Department, Nevada Highway Patrol, Nevada Department of Public Safety, Investigation Division and Nevada Gaming Commission for Misdemeanors, Gross Misdemeanors, and Felonies; defend and prosecute appeals to the Nevada Supreme Court. Supervise other attorneys and staff in the District Attorney's Office.

Nevada State Public Defender's Office, Ely, NV

Deputy Nevada State Public Defender

August 2014 to January 2015

Represent indigent clients with criminal charges in all stages of a criminal case; draft motions, responses to motions, replies to responses, complaints, answers to complaints; perform legal research, and perform other duties related to representing clients for various legal issues.

Dolan Law, LLC., Winnemucca, NV

Associate Attorney

April 2012 to December 2012

Represent clients for criminal and civil matters; draft motions, responses to motions, replies to responses, complaints, answers to complaints; perform legal research, write memos, and perform other duties related to representing clients for various legal issues.

Education

William S. Boyd School of Law, University of Nevada, Las Vegas

Juris Doctor, December 2011

CALI Award (for highest grade in course), Special Topics: Death Penalty, Summer 2010

Dean's List, Fall 2010

GPA: 3.158

University of Nevada, Las Vegas

Bachelor of Arts in Political Science, *Magna Cum Laude*, May 2008

GPA: 3.885

Dean's List, Spring 2005 to Fall 2007

Externships

Judge Linda Bell, Department Seven, Eighth Judicial District

Judicial Extern

August 2011 to October 2011

Researched issues for Judge Bell and the law clerk. Wrote proposed orders and judicial memos. Took notes during civil and criminal calendars and hearings and provided both oral and written summaries. Performed administrative tasks, such as sending signed orders to the respective parties.

Clark County Special Public Defender's Office

Special Public Defender Extern

January 2011 to April 2011

Researched and wrote portions of appeals to the Nevada Supreme Court. Researched and wrote pre-trial motions. Worked to prepare clients for possible trial testimony. Worked with investigators to acquire and develop relevant evidence.

Military Experience

Nevada National Guard, Las Vegas, NV

Transportation Specialist

July 2004 to July 2005

Performed drills with 1864th Transportation Company to maintain proficiency in small arms, first-aid training, and convoy procedures.

California National Guard, Glendale, CA

Infantryman

October 2001 to July 2004

From October 2001 to October 2002, deployed with 3rd/160th Mechanized Infantry for homeland defense mission Operation Noble Eagle. Guarded and secured Tooele Army Depot in Tooele, Utah. From October 2002 to July 2004, performed drills to maintain proficiency in small arms, heavy anti-armor weapons, mechanized infantry tactics, and first-aid training.

United States Army

Infantryman

August 1997 to August 2001

Trained and excelled in infantry tactics, using small arms and heavy anti-armor weapons. Certified as a Combat Life Saver. Stationed in Fort Campbell, Kentucky (August 1997 to April 2000) and Camp Casey, Korea (May 2000 to August 2001).

Military Awards, Certificates, and Training:

Awards: Army Good Conduct Medal; Army Service Ribbon; Overseas Service Ribbon; National Defense Service Medal; Armed Forces Reserve Medal with M Device; Trainer's Excellence Ribbon; Expert Marksmanship Qualification Badge for Rifle, Pistol and Grenade; Air Assault Badge and Certificate of Achievement for Operation Noble Eagle.

Schools and Training: Air Assault School; Sniper School; Combat Lifesaver Course; Driver Training Course; and Anti-Terrorism Level One Awareness Training.

McKinzie M. Peterson
1290 Avenue L
Ely, Nevada 89301
(435) 632-9329
mckinziempeterson@gmail.com

EDUCATION

University of Utah S.J. Quinney College of Law, Salt Lake City, Utah

Juris Doctor, May 2016

- Frankel Fellowship recipient Summer 2014, Summer 2015
- Americorps JD member Summer 2014
- Student Representative of the Women Lawyers of Utah Work-Life Balance Committee 2016

Southern Utah University, Cedar City, Utah

Bachelor of Science, Political Science, summa cum laude, May 2013

- Minor: Philosophy

EMPLOYMENT

White Pine County District Attorney's Office, Ely, Nevada

Deputy District Attorney, June 2017 to present

- Prosecutes all types of felony and misdemeanor criminal cases, up to and including criminal jury trials
- Conducts legal research and writing
- Assists Nevada Highway Patrol, White Pine County Sheriff's Office, and NDI with legal issues in criminal investigations
- Handles juvenile delinquency cases for the office

7th Judicial District Court of Nevada, Ely, Nevada

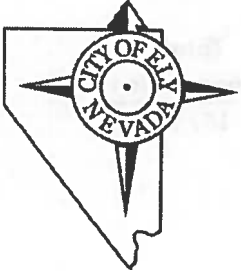
Law Clerk, August 2016 to June 2017

- Conducted legal research for Judges
- Drafted court orders for Judges
- Assisted with the Drug Court program
- Researched civil issues and observed civil litigation
- Researched criminal issues and observed criminal litigation

Utah Legal Services, St. George, Utah

Legal Intern, Summer 2014, Summer 2015

- Represented clients in protective order hearings and a civil stalking injunction hearing
- Assisted Staff Attorney and Paralegals in preparing for divorce, custody, protective order, social security, and medical benefits cases
- Researched statutes and case law
- Assisted in drafting documents for divorce and custody cases



CITY OF ELY

501 Mill Street Ely, Nevada 89301

City Hall (775) 289-2430

Fax (775) 289-1463

Date: August 2, 2019

To: Mayor Robertson
Council Members
Jennifer Lee, City Clerk

From: Janette Trask, City Treasurer 

RE: Contracts for Legal Services vs Previous Legal Services

City of Ely's on staff legal counsel for the current fiscal year would cost approximately \$167,768.00. (Worksheet attached) This includes salary and all benefits paid by the City of Ely. The two contract proposals, one for Civil Legal Services for \$50,040.00 and one for Criminal Legal Services for \$60,000.00, would be a yearly cost of \$110,040.00. The savings to the City would be approximately \$57,728.00.

If you have any questions, please contact me.

Previous Legal Council
FY19-20

<i>Salary</i>	<i>Medicare 1.45%</i>	<i>SUTA 1.15%</i>	<i>Work Comp 3.67%</i>	<i>PERS 29.25%</i>	<i>Group Insurance</i>	<i>Life Ins Estimate</i>	<i>Total Compensation</i>
\$ 107,625.00	\$ 1,560.56	\$ 1,237.69	\$ 3,949.84	\$ 31,480.31	\$ 20,503.20	\$ 1,411.25	\$ 167,767.85

White Pine County Building Permits

Selected Permit Listing
Permit # Range: ALL
City or County: CITY
Issue Date Range: 07/01/19 - 07/31/19
Expire Date Range: ALL
Open(O)/Closed(C): ALL
Construction Type: ALL
Contractor Lic #: ALL
Outstanding Fees: ALL

Permit#	Owner Name	Property Location	Issue Date	Permit Fee	Plan Rvw Fee	Fuel Fee	Total Fees	Total Owed
2019-082	BALDWIN, NICHOLE H	1197 MILL STREET	7/03/19	111.25	.00	.00	111.25	.00
2019-088	J W F INC/HEATH GROUP	1820 AULTMAN STREET	7/02/19	321.25	.00	.00	321.25	.00
2019-089	ALWORTH, JAMES D & PENNY TRUST	805 AVENUE I	7/03/19	167.25	.00	.00	167.25	.00
2019-090	STEWART, HENRY J ET AL	700 WEST 343RD NORTH STREET	7/03/19	90.00	.00	9.37	99.37	.00
2019-091	PERKINS, MICHAEL W & SUSAN B	1136 MILL STREET	7/08/19	90.00	.00	.00	90.00	.00
2019-092	BULLIS, IAN & SARAH	1183 AVENUE I	7/10/19	139.25	90.51	.00	229.76	.00
2019-094	EMANUEL, RONALD & NUBIA ALVARE	741 MILL STREET	7/15/19	38.85	.00	.00	38.85	.00
2019-097	NICHOLE, CHRISTINA L & SHELDON	1301 EAST 8TH STREET	7/22/19	195.25	126.91	15.26	337.42	.00
2019-099	BIRMINGHAM, NORMA ET AL	285 NEVADA AVENUE	7/23/19	97.25	.00	.00	97.25	.00
2019-100	METHODIST CHURCH	800 MORLEY AVENUE	7/24/19	125.25	.00	.00	125.25	.00
2019-101	DALTON, MICHAEL & PATRICK N	605 1ST STREET	7/24/19	153.25	99.61	.00	252.86	.00
2019-103	GREGGERSEN, ZAKKARY S & KENDRIA	703 CANYON STREET	7/29/19	57.05	.00	.00	57.05	.00
2019-106	ROSALLES-GONZALEZ, JORGE	950 AVENUE B	7/30/19	54.00	.00	.00	54.00	.00
2019-107	TERHUNE, ROBERT J & BEVERLY M	1398 AVENUE H	7/31/19	111.25	.00	.00	111.25	.00

Total Selected Permits 14

Total Fees: 1,751.15 317.03 24.63 2,092.81

White Pine County Building Permits
Selected Permit Listing

Permit # Range: ALL
City or County: COUNTY
Issue Date Range: 07/01/19 - 07/31/19
Expire Date Range: ALL
Open(O)/Closed(C): ALL
Construction Type: ALL
Contractor Lic #: ALL
Outstanding Fees: ALL

Permit#	Owner Name	Property Location	Issue Date	Permit Fee	Plan Rvw Fee	Fuel Fee	Total Fees	Total Owed
2019-093	SMALLS, JAMES D ET AL	10 KEYSTONE STREET	7/11/19	222.50	.00	7.63	230.13	.00
2019-095	ROBISON, DELL & KARMA ET AL	293 EAST FAIRVIEW LANE	7/19/19	54.00	.00	3.27	57.27	.00
2019-096	BLM/AT&T	0 SQUAW PEAK	7/22/19	321.25	208.81	4.36	534.42	.00
2019-098	WHITE PINE COUNTY SCHOOLS	0	7/22/19	83.25	54.11	76.30	213.66	.00
2019-102	PRINCE, DANIEL J & MORITANI	7005 SOUTH WARD MT. CIRCLE	7/26/19	123.16	80.54	73.78	277.48	.00
2019-105	PATERSON, STEVEN A	22 AVENUE D	7/30/19	26.55	17.26	13.92	57.73	.00
Total Selected Permits		6	Total Fees:		830.71	360.72	179.26	1,370.69

CITY OF ELY PERMITS

2019-082	BALDWIN	SIDING	(DUPLICATED ON JUNE REPORT-ISSUE DATE CHANGED)
2019-088	JWF	REMODEL-FRAMING AND DRYWALL	
2019-089	ALWORTH	RE-ROOF	
2019-090	STEWART	RE-ROOF	
2019-091	PERKINS	DEMOLITION	
2019-092	BULLIS	DECK	
2019-094	EMANUEL	RE-ROOF	
2019-097	NICHOLS	SHED	
2019-099	BIRMINGHAM	RE-ROOF	
2019-100	METHODIST CHURCH	EGRESS WINDOW	
2019-101	DALTON	GARAGE FOUNDATION	
2019-103	GREGENSEN	PARTIAL RE-ROOF	
2019-106	ROSALES-GONZALEZ	200 AMP SERVICE	
2019-107	TERHUNE	RE-ROOF	

July 2019

July 2019							August 2019						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
7	1	2	3	4	5	6	4	5	6	7	8	9	10
14	8	9	10	11	12	13	11	12	13	14	15	16	17
21	15	16	17	18	19	20	18	19	20	21	22	23	24
28	22	23	24	25	26	27	25	26	27	28	29	30	31

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jun 30	Jul 1	2	3	4	5	6
	Brad on Vacation **	**	**	Holiday	Jennifer-Annual Leave - Jennifer Drew	
7	8	9	10	11	12	13
	10:00am Stardust 10:30am Care Center 1:30pm Makley	10:00am Lewis 10:30am Heron 3:00pm Robison	WPC Commission Mtg	10:00am Holiday Inn 5:00pm City Council	2:00pm Weaver 3:00pm Miller	
14	15	16	17	18	19	20
	8:00am Alnberg 10:00am Big 8 Tire 2:00pm Stardust	Mt. Wheeler Plan Review 9:00am JURY DUTY 10:00am NNRY	Mt. Wheeler Plan Review 10:00am Bristlecone Apartment	8:30am Day/Holiday Inn mtg 10:00am Prince mtg here	12:30pm SNWA 2:00pm Fillman mtg	
21	22	23	24	25	26	27
	9:30am Robison/MWP 2:00pm Phillips	MHD Meeting 1:00pm Odgers	9:00am Holiday Inn 1:30pm Weaver 2:00pm American Tower/Squaw Peak 3:00pm McElroy	9:00am Holiday Inn 2:00pm Planning Commission 5:00pm City Council	10:00am JCR mtg 11:00am Stanley 1:30pm Bell	
28	29	30	31	Aug 1	2	3
	9:00am McElroy 10:00am Methodist Church 10:30am Bristlecone 2:00pm Holiday Inn	2:00pm Holiday Inn				

WHITE PINE COUNTY - MISCELLANEOUS REVENUE (OTHER THAN BUILDING PERMITS) FOR JULY 2019

HOME OCCUPATION RENEWALS

\$250

TOTAL \$250

CITY OF ELY - MISCELLANEOUS REVENUE (OTHER THAN BUILDING PERMITS) FOR JULY 2019

\$0

TOTAL \$0

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
140	L/P INSURANCE SERVICES INC	404238	NPAIP404238	07/18/2019	2,679.65	2,679.65	07/29/2019
140	L/P INSURANCE SERVICES INC	404238	NPAIP404238	07/18/2019	9,468.10	9,468.10	07/29/2019
140	L/P INSURANCE SERVICES INC	404238	NPAIP404238	07/18/2019	2,679.65	2,679.65	07/29/2019
140	L/P INSURANCE SERVICES INC	404238	NPAIP404238	07/18/2019	18,400.28	18,400.28	07/29/2019
140	L/P INSURANCE SERVICES INC	404238	NPAIP404238	07/18/2019	178.64	178.64	07/29/2019
140	L/P INSURANCE SERVICES INC	404238	NPAIP404238	07/18/2019	357.28	357.28	07/29/2019
140	L/P INSURANCE SERVICES INC	404238	NPAIP404238	07/18/2019	714.56	714.56	07/29/2019
140	L/P INSURANCE SERVICES INC	404238	NPAIP404238	07/18/2019	1,071.86	1,071.86	07/29/2019
140	L/P INSURANCE SERVICES INC	404238	NPAIP404238	07/18/2019	2,322.36	2,322.36	07/29/2019
140	L/P INSURANCE SERVICES INC	404238	NPAIP404238	07/18/2019	9,468.10	9,468.10	07/29/2019
140	L/P INSURANCE SERVICES INC	404238	NPAIP404238	07/18/2019	15,720.62	15,720.62	07/29/2019
140	L/P INSURANCE SERVICES INC	404238	NPAIP404238	07/18/2019	104,863.71	104,863.71	07/29/2019
140	L/P INSURANCE SERVICES INC	404238	NPAIP404238	07/18/2019	10,718.65	10,718.65	07/29/2019
Total 140:					178,643.46	178,643.46	
260	AQUA ENVIRONMENTAL SERVI	00000000437	ELY SEWER-YEARLY CALIBRA	07/17/2019	500.00	500.00	07/29/2019
Total 260:					500.00	500.00	
350	AT&T	160 331-2224-	UTILITIES	07/01/2019	367.56	367.56	07/29/2019
Total 350:					367.56	367.56	
615	DIRECTV	36455826989	028159234	07/05/2019	98.65	98.65	07/29/2019
Total 615:					98.65	98.65	
720	BUSINESS SOLUTIONS GROUP	14897	LICENSE ENVELOPES	07/15/2019	210.22	210.22	07/29/2019
Total 720:					210.22	210.22	
750	C & B AUTO	411954	HD HOSE	07/12/2019	29.99	29.99	07/29/2019
750	C & B AUTO	413282	SCREEN LIGHT	07/22/2019	14.69	14.69	07/29/2019
Total 750:					44.68	44.68	
990	CITY OF ELY	JULY 2019	PR DED - UTILITIES	07/25/2019	711.01	711.01	07/29/2019
Total 990:					711.01	711.01	
1220	DAY ENGINEERING	2430	PLAN REVIEW - JUSTICE CENT	07/18/2019	400.00	400.00	07/29/2019
1220	DAY ENGINEERING	2431	PLAN REVIEW - MT. WHEELER	07/18/2019	200.00	200.00	07/29/2019
Total 1220:					600.00	600.00	
1450	ELY VOLUNTEER FIRE DEPART	JULY2019 (XT	Fire Hall Rent	07/29/2019	12.50	12.50	07/29/2019
1450	ELY VOLUNTEER FIRE DEPART	JULY2019 (XT	Fire Hall Rent	07/29/2019	12.50	12.50	07/29/2019
1450	ELY VOLUNTEER FIRE DEPART	JULY2019 (XT	Fire Hall Rent	07/29/2019	12.50	12.50	07/29/2019
1450	ELY VOLUNTEER FIRE DEPART	JULY2019 (XT	Fire Hall Rent	07/29/2019	12.50	12.50	07/29/2019
Total 1450:					50.00	50.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
2950	MONY	AUGUST 2019	PLAN 426913	07/25/2019	104.09	104.09	07/29/2019
Total 2950:					104.09	104.09	
3030	MT WHEELER POWER	JULY 2019	POWER	07/15/2019	2,843.54	2,843.54	07/29/2019
3030	MT WHEELER POWER	JULY 2019	POWER	07/15/2019	156.99	156.99	07/29/2019
3030	MT WHEELER POWER	JULY 2019	POWER	07/15/2019	17,616.85	17,616.85	07/29/2019
3030	MT WHEELER POWER	JULY 2019	POWER	07/15/2019	460.52	460.52	07/29/2019
3030	MT WHEELER POWER	JULY 2019	POWER	07/15/2019	65.25	65.25	07/29/2019
3030	MT WHEELER POWER	JULY 2019	POWER	07/15/2019	361.78	361.78	07/29/2019
3030	MT WHEELER POWER	JULY 2019	POWER	07/15/2019	7,475.87	7,475.87	07/29/2019
3030	MT WHEELER POWER	JULY 2019	POWER	07/15/2019	2,802.85	2,802.85	07/29/2019
3030	MT WHEELER POWER	JULY 2019	POWER	07/15/2019	269.72	269.72	07/29/2019
3030	MT WHEELER POWER	JULY 2019	POWER	07/15/2019	42.35	42.35	07/29/2019
3030	MT WHEELER POWER	JULY 2019	POWER	07/15/2019	48.89	48.89	07/29/2019
3030	MT WHEELER POWER	JULY 2019	POWER	07/15/2019	64.67	64.67	07/29/2019
Total 3030:					32,209.28	32,209.28	
3570	OFFICE DEPOT	337191203001	DESK, DRAWER	07/03/2019	24.99	24.99	07/29/2019
3570	OFFICE DEPOT	337191203001	DESK, DRAWER	07/03/2019	24.99	24.99	07/29/2019
3570	OFFICE DEPOT	337191203001	DESK, DRAWER	07/03/2019	24.99	24.99	07/29/2019
3570	OFFICE DEPOT	337191203001	DESK, DRAWER	07/03/2019	25.02	25.02	07/29/2019
3570	OFFICE DEPOT	337191850001	CHAIR/FOLDERS	07/05/2019	36.00	36.00	07/29/2019
3570	OFFICE DEPOT	337191850001	CHAIR/FOLDERS	07/05/2019	35.99	35.99	07/29/2019
3570	OFFICE DEPOT	337191850001	CHAIR/FOLDERS	07/05/2019	35.99	35.99	07/29/2019
3570	OFFICE DEPOT	337191850001	CHAIR/FOLDERS	07/05/2019	35.99	35.99	07/29/2019
3570	OFFICE DEPOT	337380293001	SUPPLIES-MUNI COURT	07/03/2019	33.25	33.25	07/29/2019
3570	OFFICE DEPOT	340683786001	OFFICE SUPPLIES	07/12/2019	29.49	29.49	07/29/2019
3570	OFFICE DEPOT	340683786001	OFFICE SUPPLIES	07/12/2019	29.48	29.48	07/29/2019
3570	OFFICE DEPOT	340683786001	OFFICE SUPPLIES	07/12/2019	29.48	29.48	07/29/2019
3570	OFFICE DEPOT	340683786001	OFFICE SUPPLIES	07/12/2019	29.48	29.48	07/29/2019
Total 3570:					395.14	395.14	
4780	THATCHER COMPANY OF NEV	1473182	T-CHLOR	07/03/2019	1,789.60	1,789.60	07/29/2019
Total 4780:					1,789.60	1,789.60	
4980	USA BLUE BOOK	680417	LAB SUPPLIES	06/24/2019	699.15	699.15	07/29/2019
4980	USA BLUE BOOK	938951	INVERTED PAINT	07/01/2019	353.05	353.05	07/29/2019
4980	USA BLUE BOOK	941507	TUBING	07/03/2019	424.00	424.00	07/29/2019
Total 4980:					1,476.20	1,476.20	
5230	WESTERN NEVADA SUPPLY	27921045-1	METER ANGL CHECK-SEWER	07/05/2019	609.00	609.00	07/29/2019
5230	WESTERN NEVADA SUPPLY	27939868	ROMA-WATER/SEWER	07/11/2019	297.70	297.70	07/29/2019
Total 5230:					906.70	906.70	
5400	WILLIAM BEE RIRIE HOSPITAL	7/15/19	HOMAN RANDY-LAB	07/15/2019	49.00	49.00	07/29/2019
5400	WILLIAM BEE RIRIE HOSPITAL	7/15/2019	STEWART GLENN-LAB	07/15/2019	49.00	49.00	07/29/2019
Total 5400:					98.00	98.00	
5620	WHITE PINE COMMUNITY TRAI	7/16/19	RAGS	07/16/2019	36.00	36.00	07/29/2019
5620	WHITE PINE COMMUNITY TRAI	7/16/19	RAGS	07/16/2019	24.00	24.00	07/29/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 5620:					60.00	60.00	
6590	LIFE-ASSIST INC	930105	PO 100026	07/05/2019	20.72	20.72	07/29/2019
6590	LIFE-ASSIST INC	930357	PO 100033	07/08/2019	461.35	461.35	07/29/2019
Total 6590:					482.07	482.07	
7430	VERIZON WIRELESS	9834202556	7752931147	07/15/2019	47.75	47.75	07/29/2019
7430	VERIZON WIRELESS	9834202556	7752933506	07/15/2019	32.01	32.01	07/29/2019
7430	VERIZON WIRELESS	9834202556	7752937084	07/15/2019	32.75	32.75	07/29/2019
7430	VERIZON WIRELESS	9834202556	7752960109	07/15/2019	32.79	32.79	07/29/2019
7430	VERIZON WIRELESS	9834202556	7752960122	07/15/2019	52.74	52.74	07/29/2019
7430	VERIZON WIRELESS	9834202556	7752960567	07/15/2019	32.74	32.74	07/29/2019
Total 7430:					230.78	230.78	
8140	HINTON BURDICK PLLC	208483	MTH ACCT. & PAYROLL	06/23/2019	1,033.75	1,033.75	07/29/2019
8140	HINTON BURDICK PLLC	208483	MTH ACCT. & PAYROLL	06/23/2019	1,033.75	1,033.75	07/29/2019
8140	HINTON BURDICK PLLC	208483	MTH ACCT. & PAYROLL	06/23/2019	1,033.75	1,033.75	07/29/2019
8140	HINTON BURDICK PLLC	208483	MTH ACCT. & PAYROLL	06/23/2019	1,033.75	1,033.75	07/29/2019
Total 8140:					4,135.00	4,135.00	
8940	DRUG & ALCOHOL TESTING	0219-527	TESTING	02/28/2019	50.00	50.00	07/29/2019
Total 8940:					50.00	50.00	
9710	PR DIAMOND PRODUCTS INC	0053086-IN	MULTI-PURPOSE BLADE	07/17/2019	980.00	980.00	07/29/2019
Total 9710:					980.00	980.00	
9740	BASIN ENGINEERING CORPOR	1712043-15	ENGINEERING-5170550	07/15/2019	3,743.00	3,743.00	07/29/2019
9740	BASIN ENGINEERING CORPOR	1712043-15	ENGINEERING-5270550	07/15/2019	3,743.00	3,743.00	07/29/2019
9740	BASIN ENGINEERING CORPOR	1904010-1	ENGINEERING-5270550	07/15/2019	7,060.00	7,060.00	07/29/2019
Total 9740:					14,546.00	14,546.00	
10440	SEW KRAZY	7/18/2019	ANIMAL CONTROL/WATER	07/18/2019	20.00	20.00	07/29/2019
Total 10440:					20.00	20.00	
10874	BEST LIFE AND HEALTH INSUR	3923573	AUGUST 2019	07/01/2019	2,171.70	2,171.70	07/29/2019
Total 10874:					2,171.70	2,171.70	
11240	AT&T U-VERSE	134847921-7/1	INTERNET	07/14/2019	15.50	15.50	07/29/2019
11240	AT&T U-VERSE	134847921-7/1	INTERNET	07/14/2019	15.50	15.50	07/29/2019
11240	AT&T U-VERSE	134847921-7/1	INTERNET	07/14/2019	15.50	15.50	07/29/2019
11240	AT&T U-VERSE	134847921-7/1	INTERNET	07/14/2019	15.50	15.50	07/29/2019
11240	AT&T U-VERSE	136257321-7/1	INTERNET	07/12/2019	18.30	18.30	07/29/2019
11240	AT&T U-VERSE	136257321-7/1	INTERNET	07/12/2019	18.30	18.30	07/29/2019
11240	AT&T U-VERSE	136257321-7/1	INTERNET	07/12/2019	18.30	18.30	07/29/2019
11240	AT&T U-VERSE	136257321-7/1	INTERNET	07/12/2019	18.30	18.30	07/29/2019
Total 11240:					135.20	135.20	
11630	RMT EQUIPMENT	T68561/P1275	SWITCH/HOSE-PARKS DEPT	06/21/2019	8.52	8.52	07/29/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
11630	RMT EQUIPMENT	T68561/P1275	SWITCH/HOSE-PARKS DEPT	06/21/2019	8.52	8.52	07/29/2019
11630	RMT EQUIPMENT	T68561/P1275	SWITCH/HOSE-PARKS DEPT	06/21/2019	8.52	8.52	07/29/2019
11630	RMT EQUIPMENT	T68561/P1275	SWITCH/HOSE-PARKS DEPT	06/21/2019	8.51	8.51	07/29/2019
Total 11630:					34.07	34.07	
11801	PRAXAIR DISTRIBUTION	90109597	OXYGEN	06/21/2019	58.44	58.44	07/29/2019
Total 11801:					58.44	58.44	
11864	KRM AUTO REPAIR	5512	BLINKER LIGHT FUSE	06/21/2019	150.00	150.00	07/29/2019
Total 118641:					150.00	150.00	
14176	SOUTH FORK HARDWARE-ELY	37497	SUPPLIES-FIRE DEPT	07/16/2019	26.40	26.40	07/29/2019
14176	SOUTH FORK HARDWARE-ELY	37682	PINE-SOL	07/22/2019	43.47	43.47	07/29/2019
Total 141761:					69.87	69.87	
14407	EMPLOYEE-MANAGEMENT REL	AA2019-319	FY20 ASSESSMENT-10-55-300	06/21/2019	43.20	43.20	07/29/2019
14407	EMPLOYEE-MANAGEMENT REL	AA2019-319	FY20 ASSESSMENT-10-45-300	06/21/2019	43.20	43.20	07/29/2019
14407	EMPLOYEE-MANAGEMENT REL	AA2019-319	FY20 ASSESSMENT-51-70-300	06/21/2019	43.20	43.20	07/29/2019
14407	EMPLOYEE-MANAGEMENT REL	AA2019-319	FY20 ASSESSMENT-52-70-300	06/21/2019	43.20	43.20	07/29/2019
14407	EMPLOYEE-MANAGEMENT REL	AA2019-319	FY20 ASSESSMENT-54-70-300	06/21/2019	43.20	43.20	07/29/2019
Total 144071:					216.00	216.00	
14408	GREGERSON MICHAEL	2019-OC-124	RESTITUTION-ANDREA JACKS	07/23/2019	238.06	238.06	07/29/2019
Total 144081:					238.06	238.06	
14409	PICKERING KIRSTY	2018-OC-0000	COUNSEL SERVICES	07/17/2019	370.00	370.00	07/29/2019
Total 144091:					370.00	370.00	
14410	CHRISTENSEN SHANNAN	BB01285812	WORK BOOKS-STEEL TOE	07/11/2019	139.99	139.99	07/29/2019
Total 144101:					139.99	139.99	
14411	DEPT OF EMPLOYMENT, TRAIN	JULY 18, 2019	QUARTERLY BOND DISTRIBUTI	07/18/2019	4,985.72	4,985.72	07/29/2019
Total 144111:					4,985.72	4,985.72	
Grand Totals:					247,277.49	247,277.49	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
--------	-------------	----------------	-------------	--------------	--------------------	-------------	-----------

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

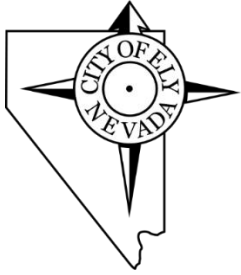
City Clerk: _____

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

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 8, 2019 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 CLERK
 - ❖ [New Business July 2019](#)
 - ❖ [Liens July 2019](#)
- [CITY PUBLIC WORKS SUPERVISOR](#)
 - ❖ [Animal Control July 2019](#)
 - ❖ [Landfill July 2019](#)
 - ❖ [Street Dept. July 2019](#)
 - ❖ [Water/Sewer July 2019](#)
- [CITY WATER OPERATOR](#)
- [CITY ENGINEER](#)
- [CITY BUILDING OFFICIAL](#)

5. NNRY FOUNDATION REPORT

6. REPORTS

CITY COUNCIL

MAYOR

7. ITEMS FOR DISCUSSION/POSSIBLE ACTION OF THE ELY CITY COUNCIL AS RECOMMENDED BY THE ANIMAL CONTROL ADVISORY BOARD.

1. Chairwoman Roberts-McMurray – Discussion/For Possible Action – Based on additional information from Maddie’s Pet Project and the Humane Society, approval to use a portion of Maddie’s Pet Project adoption funds grant to vaccinate every dog and cat up to two years old, entering the Animal Control Facility, for Parvovirus, per City protocol.
2. Chairwoman Roberts-McMurray – Discussion/For Possible Action – Approval to hold the City of Ely Pet Costume event in connection with the Lions Club 2019 Punkin’ Chunkin’; awards to be from private donations, including advertising the event, with all proceeds to benefit the City of Ely Animal Control facility.

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

1. Board Members – City Engineer Almberg – [Discussion/For Possible Action](#) – Approval of Will Serve Application for Linda Derbidge, Trustee of Derbidge Family Trust on behalf of the Learning Bridge Charter School, at 1400 E. 13th Street, Ely, Nevada.
2. Board Members – City Clerk Lee – [Discussion/For Possible Action](#) – Approval of First Addendum to Joint Development & Beneficial Use Agreement between City of Ely and *Heggie Gale Ranching*, the terms of which were unanimously approved by City Council June 13, 2019.
3. Board Members – City Clerk Lee – City Engineer Almberg – [Discussion/For Possible Action](#) – Approval of Grant of Easement and Grant of Construction Easement Agreement between the City of Ely and Robert Scherrer and Sharlene Stewart, Joint Tenants with right of Survivorship.
4. Councilman Alworth – Discussion/For Possible Action – Approval to request contact person(s) from White Pine County for City Water Department personnel to discuss White Pine County Golf Course irrigation times and days, to aid the City of Ely in maintaining adequate water tank levels during peak irrigation times. City personnel are reporting they are having to spend considerable time traveling between certain wells to maintain tank levels.
5. Councilman Alworth – Discussion/For Possible Action – Approval to provide White Pine County adequate notice that there will be a need to negotiate White Pine County Golf Course irrigation water rates per gallon with the City of Ely prior to Fiscal Year 2021 budget preparation, with negotiations to include the beginning/ending month and days/times of day.
6. Chairman O’Flaherty – Discussion/For Possible Action – Approval to renew the Consulting Services Agreement between the City of Ely and *Basin Engineering*.

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

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

MOTION: Move to approve the Consent Agenda item 9A-1 Minutes and 9A-2 Bills.

Moved by: _____ Second by: _____ Vote: _____

1. Discussion/For Possible Action –Minutes.

- April 19, 2019
- April 25, 2019
- May 9, 2019
- May 16, 2019
- May 23, 2019
- June 10, 2019
- June 13, 2019
- June 26, 2019
- June 27, 2019
- July 11, 2019

2. Discussion/For Possible Action –Bills.

- [July 29, 2019](#)

B. NEW BUSINESS

1. Councilman Alworth – [Discussion/For Possible Action](#) – Acceptance of James S. Beecher, Esq.’s and McKinzie M. Peterson, Esq.’s July 16, 2019 proposal to provide criminal contract legal services for a flat monthly fee of \$2,500.00 to each attorney per month.
2. Councilman Alworth – [Discussion/For Possible Action](#) – Acceptance of Bryan R. Pyle, Esq.’s July 25, 2019 proposal to provide civil contract legal services for a flat monthly fee of \$4,170.00.
3. Council Members – City Clerk Lee – [Discussion/For Possible Action](#) – Approval of TNR (Trap-Neuter-Release) Contract between the City of Ely and Eldridge Veterinary, to be paid from the Maddie’s Fund \$10,000.00 grant received in Fiscal Year 2019.
4. Council Members – City Clerk Lee – [Discussion/For Possible Action](#) – Approval of Grant of Easement between the City of Ely and *Airtouch Cellular, Inc.*, d.b.a. *Verizon Wireless*.
5. Councilman Flangas – [Discussion/For Possible Action](#) – Approval of First Reading of Ordinance 726, Bill No. 2019-09, an ordinance amending City Code Title 3, Chapter 3 Rental Businesses, changing the 0.5% room tax from being dedicated for use for “outdoor activities” to being placed in the City’s General Fund for the sole purpose of additional funding dedicated to the City of Ely Parks and Recreation Department and/or the Cemetery, increasing the 0.5% to 1% of gross room tax revenue beginning July 1, 2020, dedicating 2.5% of gross room tax revenue to be used specifically for the City of Ely Road Department effective July 1, 2020.
6. Council Members – City Treasurer Trask – Discussion/For Possible Action – Approval of City of Ely Debt Management Policy Update.

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/complaintfilingcust.html> and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; Fax: (202) 690-7442; or Email: program.intake@usda.gov.

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

I, Jennifer Lee, City Clerk, did cause to be posted on **August 5, 2019** at **8:00 a.m.** five (5) notices of the Ely City Council Agenda in said City of Ely to wit: Posted at the doors or bulletin boards of City Hall located at 501 Mill Street, White Pine County Library located at 950 Campton Street, White Pine County Courthouse located at 801 Clark Street, the U.S. Post Office located at 2600 Bristlecone Avenue and the White Pine County Sheriff's Office located at 1785 Great Basin Boulevard. The meeting notice is also posted on the City of Ely's website at <http://www.elycity.com> and the State of Nevada Public Notices website at <http://notice.nv.gov>.

 _____

August 5, 2019

TNR CONTRACT

Contract between: Eldridge Veterinary

PO Box 150275

Ely, Nevada 89315

775-289-2423

TIN 94-3320281

And

City of Ely

Maddies Fund Reserve

Animal Control

Eldridge Veterinary agrees to alter (spay or neuter)and provide rabies vaccinations for all trapped felines presented at the following fees:

Females	\$50.00
Males	\$25.00
Rabies vaccination	\$11.00

Eldridge veterinary will bill the City of Ely (monies dedicated to TNR by Maddies Fund) no later than the 10th of each month for services described above.

City of Ely agrees to pay for services to Eldridge Veterinary (as described above) from itemized statements within 30 days of receipt of statement.

City of Ely also agrees to keep Eldridge Veterinary apprised of balance available for TNR program.

_____	_____
Robin Eldridge DVM DBA Eldridge Veterinary	Date

_____	_____
City of Ely	Date



City of Ely Fire Department

1780 Great Basin Blvd.
Ely, Nevada 89301

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

July 31, 2019

Ely Fire Department Run Report: July 1st thru July 30th, 2019

Reporting on all calls the Ely Fire Department has responded to in White Pine County and in the City of Ely.

Note: On the last page of the report under the detail column it refers to Rows, which is just the number of response in that area.

Ross Rivera

Fire Chief
Ely Fire Department

Alarm Date between 2019-07-01

and 2019-07-31

Incident Date	Incident Number	Alarm Date	Arrival Date	Last Unit Cleared Date	Apparatus Name	Dispatched Date	Priority	Incident Type	Incident Type Code	Alarm to Arrival	Alarm to Dispatch	Dispatch to Enroute	Enroute to Onscene	Dispatch to Onscene
										16.91	2.48	4.45	9.64	14.43
7/1/2019	190701-1037-ELYEMS	10:02:02 AM	10:08:44 AM	11:15:31 AM	Rescue 3	10:02:12 AM	Emergent	EMS call, excluding vehicle accident with injury	321	6.70	0.17	3.70	2.83	6.53
7/1/2019	190701-1037-ELYEMS	10:02:02 AM	10:08:44 AM	11:15:31 AM	Station Coverage	10:02:02 AM	Non-Emergent	EMS call, excluding vehicle accident with injury	321	6.70	0.00	0.97	5.73	6.70
7/1/2019	190701-1037-ELYEMS	10:02:02 AM	10:08:44 AM	11:15:31 AM	Respond to Scene	10:02:02 AM	Non-Emergent	EMS call, excluding vehicle accident with injury	321	6.70	0.00	1.97	4.73	6.70
7/1/2019	190701-1519-ELYEMS	2:54:03 PM	3:10:35 PM	4:03:38 PM	Rescue 3	2:55:00 PM	Emergent	EMS call, excluding vehicle accident with injury	321	16.53	0.95	4.20	11.38	15.58
7/1/2019	190701-1519-ELYEMS	2:54:03 PM	3:10:35 PM	4:03:38 PM	Respond to Scene	2:55:00 PM	Non-Emergent	EMS call, excluding vehicle accident with injury	321	16.53	0.95	4.20	11.38	15.58
7/1/2019	190701-1519-ELYEMS	2:54:03 PM	3:10:35 PM	4:03:38 PM	Station Coverage	2:55:00 PM	Non-Emergent	EMS call, excluding vehicle accident with injury	321	16.53	0.95	4.20	11.38	15.58
7/1/2019	190701-1627-ELYEMS	4:02:35 PM	4:15:41 PM	5:06:01 PM	Station Coverage	4:02:35 PM	Non-Emergent	EMS call, excluding vehicle accident with injury	321	13.10	0.00	5.42	7.68	13.10
7/1/2019	190701-1627-ELYEMS	4:02:35 PM	4:15:41 PM	5:06:01 PM	Rescue 3	4:02:40 PM	Emergent	EMS call, excluding vehicle accident with injury	321	13.10	0.08	1.47	11.55	13.02
7/1/2019	190701-1748-ELYEMS	5:11:19 PM	5:18:08 PM	6:01:12 PM	Station Coverage	5:11:24 PM	Non-Emergent	EMS call, excluding vehicle accident with injury	321	6.82	0.08	6.43	0.30	6.73
7/1/2019	190701-1748-ELYEMS	5:11:19 PM	5:18:08 PM	6:01:12 PM	Rescue 3	5:11:24 PM	Emergent	EMS call, excluding vehicle accident with injury	321	6.82	0.08	6.43	0.30	6.73
7/1/2019	190701-1748-ELYEMS	5:11:19 PM	5:18:08 PM	6:01:12 PM	Respond to Scene	5:11:24 PM	Non-Emergent	EMS call, excluding vehicle accident with injury	321	6.82	0.08	6.43	0.30	6.73
7/1/2019	190701-1920-ELYEMS	6:48:34 PM	7:05:31 PM	8:27:25 PM	Rescue 5	6:59:22 PM	Non-Emergent	EMS call, excluding vehicle accident with injury	321	16.95	10.80	2.65	3.50	6.15
7/2/2019	190702-0716-ELYEMS	6:36:41 AM	6:45:54 AM	7:30:37 AM	Respond to Scene	6:36:41 AM	Non-Emergent	EMS call, excluding vehicle accident with injury	321	9.22	0.00	3.32	5.90	9.22
7/2/2019	190702-0716-ELYEMS	6:36:41 AM	6:45:54 AM	7:30:37 AM	Station Coverage	6:36:41 AM	Non-Emergent	EMS call, excluding vehicle accident with injury	321	9.22	0.00	3.32	5.90	9.22
7/2/2019	190702-0716-ELYEMS	6:36:41 AM	6:45:54 AM	7:30:37 AM	Rescue 6	6:37:00 AM	Emergent	EMS call, excluding vehicle accident with injury	321	9.22	0.32	6.60	2.30	8.90
7/2/2019	190702-1405-ELYEMS	1:00:00 PM	1:27:26 PM	2:21:10 PM	Rescue 5	1:00:00 PM	Non-Emergent	Emergency medical service incident, other	320	27.43	0.00	22.48	4.95	27.43
								EMS call,						

7/2/2019	190702-1751-ELYEMS	4:41:48 PM	5:43:05 PM	6:36:34 PM	Rescue 5	5:05:47 PM	Non-Emergent	excluding vehicle accident with injury	321	61.28	23.98	26.08	11.22	37.30
7/2/2019	190702-2210-ELYEMS	9:52:02 PM	10:04:13 PM	10:42:48 PM	Respond to Scene	9:52:02 PM	Non-Emergent	EMS call, excluding vehicle accident with injury	321	12.18	0.00	6.97	5.22	12.18
7/2/2019	190702-2210-ELYEMS	9:52:02 PM	10:04:13 PM	10:42:48 PM	Station Coverage	9:52:02 PM	Non-Emergent	EMS call, excluding vehicle accident with injury	321	12.18	0.00	6.97	5.22	12.18
7/2/2019	190702-2210-ELYEMS	9:52:02 PM	10:04:13 PM	10:42:48 PM	Rescue 3	9:56:14 PM	Emergent	EMS call, excluding vehicle accident with injury	321	12.18	4.20	4.18	3.80	7.98
7/3/2019	190703-1701-ELYEMS	4:07:09 PM	4:21:40 PM	5:07:51 PM	Rescue 3	4:07:20 PM	Emergent	EMS call, excluding vehicle accident with injury	321	14.52	0.18	3.82	10.52	14.33
7/3/2019	190703-1701-ELYEMS	4:07:09 PM	4:21:40 PM	5:07:51 PM	Station Coverage	4:07:09 PM	Non-Emergent	EMS call, excluding vehicle accident with injury	321	14.52	0.00	4.00	10.52	14.52
7/3/2019	190703-2047-ELYEMS	8:07:40 PM	8:16:54 PM	9:06:08 PM	Respond to Scene	8:08:31 PM	Non-Emergent	EMS call, excluding vehicle accident with injury	321	9.23	0.85	5.90	2.48	8.38
7/3/2019	190703-2047-ELYEMS	8:07:40 PM	8:16:54 PM	9:06:08 PM	Station Coverage	8:08:31 PM	Non-Emergent	EMS call, excluding vehicle accident with injury	321	9.23	0.85	5.90	2.48	8.38
7/3/2019	190703-2047-ELYEMS	8:07:40 PM	8:16:54 PM	9:06:08 PM	Rescue 3	8:08:31 PM	Emergent	EMS call, excluding vehicle accident with injury	321	9.23	0.85	5.90	2.48	8.38
7/3/2019	190703-2220-ELYEMS	10:02:42 PM	10:18:59 PM	11:17:54 PM	Rescue 5	10:12:06 PM	Non-Emergent	EMS call, excluding vehicle accident with injury	321	16.28	9.40	0.05	6.83	6.88
7/3/2019	190703-2343-ELYEMS	10:53:59 PM	11:05:36 PM	11:57:11 PM	Rescue 3	10:55:59 PM	Emergent	EMS call, excluding vehicle accident with injury	321	11.62	2.00	5.35	4.27	9.62
7/3/2019	190703-2343-ELYEMS	10:53:59 PM	11:05:36 PM	11:57:11 PM	Station Coverage	10:55:59 PM	Non-Emergent	EMS call, excluding vehicle accident with injury	321	11.62	2.00	5.35	4.27	9.62
7/3/2019	190703-2343-ELYEMS	10:53:59 PM	11:05:36 PM	11:57:11 PM	Respond to Scene	10:55:59 PM	Non-Emergent	EMS call, excluding vehicle accident with injury	321	11.62	2.00	5.35	4.27	9.62
7/4/2019	190704-0427-ELYEMS	4:01:49 AM	4:24:25 AM	5:11:56 AM	Rescue 5	4:21:18 AM	Non-Emergent	Medical assist, assist EMS crew	311	22.60	19.48	1.28	1.83	3.12
7/4/2019	190704-1002-ELYEMS	9:43:04 AM	9:51:23 AM	10:17:27 AM	Station Coverage	9:43:04 AM	Non-Emergent	EMS call, excluding vehicle accident with injury	321	8.32	0.00	4.93	3.38	8.32
7/4/2019	190704-1002-ELYEMS	9:43:04 AM	9:51:23 AM	10:17:27 AM	Respond to Scene	9:43:04 AM	Non-Emergent	EMS call, excluding vehicle accident with injury	321	8.32	0.00	2.93	5.38	8.32
7/4/2019	190704-1002-ELYEMS	9:43:04 AM	9:51:23 AM	10:17:27 AM	Rescue 3	9:43:04 AM	Emergent	EMS call, excluding vehicle accident with injury	321	8.32	0.00	6.28	2.03	8.32
7/4/2019	190704-1947-ELYEMS	6:57:38 PM	7:04:29 PM	8:05:18 PM	Rescue 3	6:57:58 PM	Emergent	EMS call, excluding vehicle accident with injury	321	6.85	0.33	2.97	3.55	6.52

7/4/2019	190704-1947-ELYEMS	6:57:38 PM	7:04:29 PM	8:05:18 PM	Station Coverage	6:57:38 PM	Non-Emergent	EMS call, excluding vehicle accident with injury	321	6.85	0.00	2.37	4.48	6.85
7/4/2019	190704-1947-ELYEMS	6:57:38 PM	7:04:29 PM	8:05:18 PM	Respond to Scene	6:57:38 PM	Non-Emergent	EMS call, excluding vehicle accident with injury	321	6.85	0.00	2.37	4.48	6.85
7/4/2019	190704-2043-ELYEMS	8:27:49 PM	8:45:04 PM	9:41:24 PM	Rescue 5	8:30:05 PM	Non-Emergent	EMS call, excluding vehicle accident with injury	321	17.25	2.27	9.88	5.10	14.98
7/5/2019	190705-0149-ELYEMS	1:09:21 AM	1:14:01 AM	2:22:37 AM	Rescue 3	1:09:21 AM	Emergent	EMS call, excluding vehicle accident with injury	321	4.67	0.00	4.62	0.05	4.67
7/5/2019	190705-0149-ELYEMS	1:09:21 AM	1:14:01 AM	2:22:37 AM	Station Coverage	1:09:21 AM	Non-Emergent	EMS call, excluding vehicle accident with injury	321	4.67	0.00	2.65	2.02	4.67
7/5/2019	190705-1023-ELYEMS	9:28:21 AM	9:46:10 AM	10:49:02 AM	Station Coverage	9:28:21 AM	Non-Emergent	EMS call, excluding vehicle accident with injury	321	17.82	0.00	5.67	12.15	17.82
7/5/2019	190705-1023-ELYEMS	9:28:21 AM	9:46:10 AM	10:49:02 AM	Rescue 3	9:28:21 AM	Emergent	EMS call, excluding vehicle accident with injury	321	17.82	0.00	5.67	12.15	17.82
7/5/2019	190705-2209-ELYEMS	9:52:08 PM	10:17:01 PM	12:02:35 AM	Rescue 5	10:11:06 PM	Non-Emergent	EMS call, excluding vehicle accident with injury	321	24.88	18.97	0.08	5.83	5.92
7/5/2019	190705-2259-ELYEMS	11:43:26 PM	11:43:38 PM	12:02:40 AM	Rescue 6	11:43:26 PM	Non-Emergent	EMS call, excluding vehicle accident with injury	321	0.20	0.00	0.00	0.20	0.20
7/7/2019	190707-0759-ELYEMS	7:25:33 AM	7:33:00 AM	8:05:07 AM	Station Coverage	7:25:33 AM	Non-Emergent	EMS call, excluding vehicle accident with injury	321	7.45	0.00	3.45	4.00	7.45
7/7/2019	190707-0759-ELYEMS	7:25:33 AM	7:33:00 AM	8:05:07 AM	Rescue 3	7:25:36 AM	Emergent	EMS call, excluding vehicle accident with injury	321	7.45	0.05	3.95	3.45	7.40
7/7/2019	190707-0844-ELYEMS	8:02:56 AM	8:08:21 AM	9:01:29 AM	Rescue 3	8:03:00 AM	Emergent	EMS call, excluding vehicle accident with injury	321	5.42	0.07	2.27	3.08	5.35
7/7/2019	190707-0844-ELYEMS	8:02:56 AM	8:08:21 AM	9:01:29 AM	Station Coverage	8:02:56 AM	Non-Emergent	EMS call, excluding vehicle accident with injury	321	5.42	0.00	1.07	4.35	5.42
7/7/2019	190707-2015-ELYEMS	7:17:33 PM	7:34:47 PM	8:58:25 PM	Station Coverage	7:17:33 PM	Non-Emergent	EMS call, excluding vehicle accident with injury	321	17.23	0.00	2.45	14.78	17.23
7/7/2019	190707-2015-ELYEMS	7:17:33 PM	7:34:47 PM	8:58:25 PM	Rescue 3	7:18:00 PM	Emergent	EMS call, excluding vehicle accident with injury	321	17.23	0.45	9.95	6.83	16.78
7/8/2019	190709-051647-ELYEMS	12:04:07 AM	1:38:16 AM	6:45:44 AM	Brush 1	12:04:07 AM	Emergent	Forest, woods or wildland fire	141	94.15	0.00	14.88	79.27	94.15
7/8/2019	190708-0328-ELYEMS	2:45:05 AM	3:09:02 AM	3:57:30 AM	Rescue 3	2:48:24 AM	Emergent	EMS call, excluding vehicle accident with injury	321	23.95	3.32	9.55	11.08	20.63
7/8/2019	190708-0328-ELYEMS	2:45:05 AM	3:09:02 AM	3:57:30 AM	Station Coverage	2:45:05 AM	Non-Emergent	EMS call, excluding vehicle accident	321	23.95	0.00	12.87	11.08	23.95

								with injury						
7/8/2019	190708-1346-ELYEMS	1:13:49 PM	1:25:00 PM	1:56:23 PM	Rescue 3	1:13:49 PM	Non-Emergent	Emergency medical service incident, other	320	11.18	0.00	9.05	2.13	11.18
7/8/2019	190708-1636-ELYEMS	3:36:00 PM	4:01:00 PM	4:45:00 PM	Rescue 6	3:36:00 PM	Emergent	Rescue, EMS incident, other	300	25.00	0.00	5.00	20.00	25.00
7/8/2019	190708-1656-ELYEMS	3:36:19 PM	4:01:21 PM	5:38:00 PM	Rescue 5	3:48:11 PM	Emergent	EMS call, excluding vehicle accident with injury	321	25.03	11.87	4.98	8.18	13.17
7/8/2019	190708-1725-ELYEMS	3:36:19 PM	4:16:07 PM	5:40:38 PM	Rescue 6	3:51:00 PM	Emergent	EMS call, excluding vehicle accident with injury	321	39.80	14.68	9.73	15.38	25.12
7/8/2019	190708-1623-ELYEMS	3:37:00 PM	3:54:51 PM	5:40:38 PM	Station Coverage	3:37:00 PM	Non-Emergent	EMS call, excluding vehicle accident with injury	321	17.85	0.00	4.50	13.35	17.85
7/8/2019	190708-1623-ELYEMS	3:37:00 PM	3:54:51 PM	5:40:38 PM	Rescue 3	3:39:21 PM	Emergent	EMS call, excluding vehicle accident with injury	321	17.85	2.35	2.15	13.35	15.50
7/8/2019	190708-1850-ELYEMS	6:42:56 PM	6:55:17 PM	7:47:26 PM	Rescue 5	6:50:52 PM	Non-Emergent	EMS call, excluding vehicle accident with injury	321	12.35	7.93	0.42	4.00	4.42
7/8/2019	190708-1913-ELYEMS	6:54:14 PM	7:06:23 PM	7:59:32 PM	Rescue 6	7:03:16 PM	Non-Emergent	EMS call, excluding vehicle accident with injury	321	12.15	9.03	0.07	3.05	3.12
7/8/2019	190708-1947-ELYEMS	7:00:14 PM	8:03:09 PM	8:56:04 PM	Rescue 5	7:47:55 PM	Non-Emergent	EMS call, excluding vehicle accident with injury	321	62.92	47.68	0.08	15.15	15.23
7/8/2019	190708-2242-ELYEMS	9:56:21 PM	10:13:57 PM	10:51:51 PM	Rescue 3	9:56:21 PM	Emergent	EMS call, excluding vehicle accident with injury	321	17.60	0.00	5.98	11.62	17.60
7/8/2019	190708-2242-ELYEMS	9:56:21 PM	10:13:57 PM	10:51:51 PM	Station Coverage	9:56:21 PM	Non-Emergent	EMS call, excluding vehicle accident with injury	321	17.60	0.00	3.65	13.95	17.60
7/9/2019	190710-071230-ELYEMS	12:28:34 AM	12:36:04 AM	12:40:48 AM	Respond to Scene	12:28:34 AM		Rescue, EMS incident, other	300	7.50	0.00	0.43	7.07	7.50
7/9/2019	190709-1518-ELYEMS	2:42:30 PM	2:50:09 PM	3:42:04 PM	Rescue 3	2:42:35 PM	Emergent	EMS call, excluding vehicle accident with injury	321	7.65	0.08	6.07	1.50	7.57
7/9/2019	190709-1518-ELYEMS	2:42:30 PM	2:50:09 PM	3:42:04 PM	Station Coverage	2:42:30 PM	Non-Emergent	EMS call, excluding vehicle accident with injury	321	7.65	0.00	2.50	5.15	7.65
7/9/2019	190709-1518-ELYEMS	2:42:30 PM	2:50:09 PM	3:42:04 PM	Respond to Scene	2:42:30 PM	Non-Emergent	EMS call, excluding vehicle accident with injury	321	7.65	0.00	2.50	5.15	7.65
7/9/2019	190709-2130-ELYEMS	9:18:09 PM	9:41:51 PM	10:35:45 PM	Rescue 5	9:18:15 PM	Non-Emergent	EMS call, excluding vehicle accident with injury	321	23.70	0.10	19.73	3.87	23.60
7/10/2019	190710-0955-ELYEMS	8:11:00 AM	8:29:00 AM	9:09:00 AM	Rescue 3	8:11:00 AM	Emergent	EMS call, excluding vehicle accident with injury	321	18.00	0.00	15.00	3.00	18.00
7/10/2019	190710-0952-ELYEMS	8:13:15 AM	8:49:52 AM	10:20:28 AM	Rescue 6	8:13:23 AM	Emergent	EMS call, excluding vehicle accident	321	36.62	0.13	4.72	31.77	36.48

								with injury						
7/10/2019	190710-0952-ELYEMS	8:13:15 AM	8:49:52 AM	10:20:28 AM	Station Coverage	8:13:15 AM	Non-Emergent	EMS call, excluding vehicle accident with injury	321	36.62	0.00	3.75	32.87	36.62
7/10/2019	190710-0959-ELYEMS	10:20:48 AM	10:20:48 AM	10:46:26 AM	Rescue 6	10:20:48 AM	Non-Emergent	Emergency medical service incident, other	320	0.00	0.00	0.00	0.00	0.00
7/10/2019	190710-1054-ELYEMS	10:47:30 AM	10:52:43 AM	12:05:35 PM	Rescue 6	10:47:30 AM	Non-Emergent	Emergency medical service incident, other	320	5.22	0.00	0.13	5.08	5.22
7/10/2019	190710-1548-ELYEMS	3:14:35 PM	3:20:15 PM	4:08:00 PM	Station Coverage	3:14:35 PM		Motor vehicle accident with injuries	322	5.67	0.00	0.42	5.25	5.67
7/10/2019	190710-1548-ELYEMS	3:14:35 PM	3:20:15 PM	4:08:00 PM	Rescue 3	3:14:45 PM	Emergent	Motor vehicle accident with injuries	322	5.67	0.17	4.95	0.55	5.50
7/10/2019	190710-1548-ELYEMS	3:14:35 PM	3:20:15 PM	4:08:00 PM	Respond to Scene	3:14:35 PM		Motor vehicle accident with injuries	322	5.67	0.00	0.42	5.25	5.67
7/10/2019	190710-1551-ELYEMS	3:56:38 PM	3:59:42 PM	4:42:27 PM	Rescue 5	3:56:42 PM	Non-Emergent	EMS call, excluding vehicle accident with injury	321	3.07	0.07	1.22	1.78	3.00
7/10/2019	190710-1757-ELYEMS	5:24:01 PM	5:55:22 PM	6:52:46 PM	Rescue 5	5:36:01 PM	Non-Emergent	Medical assist, assist EMS crew	311	31.35	12.00	0.05	19.30	19.35
7/11/2019	190711-0534-ELYEMS	5:19:41 AM	5:35:45 AM	6:19:03 AM	Rescue 5	5:34:57 AM	Non-Emergent	Medical assist, assist EMS crew	311	16.07	15.27	0.63	0.17	0.80
7/11/2019	190712-004159-ELYEMS	12:38:40 PM	12:57:52 PM	4:11:05 PM	Station Coverage	12:38:40 PM	Non-Emergent	Brush or brush-and-grass mixture fire	142	19.20	0.00	1.33	17.87	19.20
7/11/2019	190711-1732-ELYEMS	5:24:31 PM	5:55:22 PM	6:52:45 PM	Rescue 5	5:36:01 PM	Non-Emergent	Medical assist, assist EMS crew	311	30.85	11.50	0.05	19.30	19.35
7/11/2019	190713-1208-ELYEMS	5:54:27 PM	6:10:48 PM	6:39:10 PM	Rescue 6	6:00:33 PM	Emergent	Public service	553	16.35	6.10	1.25	9.00	10.25
7/11/2019	190713-1208-ELYEMS	5:54:27 PM	6:10:48 PM	6:39:10 PM	Station Coverage	5:54:27 PM		Public service	553	16.35	0.00	0.55	15.80	16.35
7/11/2019	190711-2244-ELYEMS	10:26:07 PM	10:43:48 PM	11:26:23 PM	Rescue 5	10:27:32 PM	Emergent	Medical assist, assist EMS crew	311	17.68	1.42	12.33	3.93	16.27
7/12/2019	190712-1214-ELYEMS	11:58:42 AM	12:47:51 PM	1:25:29 PM	Rescue 6	12:18:20 PM	Non-Emergent	Medical assist, assist EMS crew	311	49.15	19.63	22.37	7.15	29.52
7/12/2019	190712-105442-ELYEMS	3:13:00 PM	3:18:00 PM	4:15:00 PM	Station Coverage	3:13:00 PM	Non-Emergent	Dumpster or other outside trash receptacle fire	154	5.00	0.00	1.00	4.00	5.00
7/12/2019	190712-105442-ELYEMS	3:13:00 PM	3:18:00 PM	4:15:00 PM	Respond to Scene	3:13:00 PM	Non-Emergent	Dumpster or other outside trash receptacle fire	154	5.00	0.00	1.00	4.00	5.00
7/12/2019	190712-105442-ELYEMS	3:13:00 PM	3:18:00 PM	4:15:00 PM	Engine 1	3:13:00 PM	Emergent	Dumpster or other outside trash receptacle fire	154	5.00	0.00	4.00	1.00	5.00
								EMS call,						

7/12/2019	190712-1602-ELYEMS	3:56:48 PM	4:12:13 PM	5:17:21 PM	Rescue 6	4:00:00 PM	Non-Emergent	excluding vehicle accident with injury	321	15.42	3.20	8.02	4.20	12.22
7/12/2019	190712-1957-ELYEMS	6:41:22 PM	7:31:45 PM	9:23:04 PM	Rescue 3	6:41:30 PM	Emergent	EMS call, excluding vehicle accident with injury	321	50.38	0.13	3.38	46.87	50.25
7/12/2019	190712-1957-ELYEMS	6:41:22 PM	7:31:45 PM	9:23:04 PM	Station Coverage	6:41:22 PM	Non-Emergent	EMS call, excluding vehicle accident with injury	321	50.38	0.00	1.63	48.75	50.38
7/12/2019	190712-1907-ELYEMS	6:41:29 PM	6:44:21 PM	7:48:29 PM	Rescue 6	6:41:32 PM	Non-Emergent	EMS call, excluding vehicle accident with injury	321	2.87	0.05	0.00	2.82	2.82
7/13/2019	190713-0307-ELYEMS	2:40:10 AM	2:59:59 AM	3:42:07 AM	Rescue 3	2:50:38 AM	Emergent	EMS call, excluding vehicle accident with injury	321	19.82	10.47	5.77	3.58	9.35
7/13/2019	190713-0307-ELYEMS	2:40:10 AM	2:59:59 AM	3:42:07 AM	Respond to Scene	2:40:10 AM	Non-Emergent	EMS call, excluding vehicle accident with injury	321	19.82	0.00	4.83	14.98	19.82
7/13/2019	190713-0307-ELYEMS	2:40:10 AM	2:59:59 AM	3:42:07 AM	Station Coverage	2:40:10 AM	Non-Emergent	EMS call, excluding vehicle accident with injury	321	19.82	0.00	4.83	14.98	19.82
7/13/2019	190713-0401-ELYEMS	3:22:33 AM	3:56:51 AM	4:52:51 AM	Rescue 6	3:49:32 AM	Non-Emergent	EMS call, excluding vehicle accident with injury	321	34.30	26.98	0.10	7.22	7.32
7/13/2019	190713-0844-ELYEMS	7:59:56 AM	8:08:47 AM	9:10:48 AM	Rescue 3	8:00:00 AM	Emergent	Motor vehicle accident with injuries	322	8.85	0.07	4.92	3.87	8.78
7/13/2019	190713-0844-ELYEMS	7:59:56 AM	8:08:47 AM	9:10:48 AM	Station Coverage	7:59:56 AM	Non-Emergent	Motor vehicle accident with injuries	322	8.85	0.00	0.07	8.78	8.85
7/13/2019	190713-110734-ELYEMS	3:31:00 PM	3:36:45 PM	3:39:51 PM	Station Coverage	3:31:00 PM	Non-Emergent	Dispatched & canceled en route	611	5.75	0.00	1.00	4.75	5.75
7/13/2019	190713-110734-ELYEMS	3:31:00 PM	3:36:45 PM	3:39:51 PM	Ladder 1	3:31:00 PM	Emergent	Dispatched & canceled en route	611	5.75	0.00	1.00	4.75	5.75
7/13/2019	190713-110734-ELYEMS	3:31:00 PM	3:36:45 PM	3:39:51 PM	Engine 1	3:31:00 PM	Emergent	Dispatched & canceled en route	611	5.75	0.00	1.00	4.75	5.75
7/13/2019	190713-110734-ELYEMS	3:31:00 PM	3:36:45 PM	3:39:51 PM	Rescue 3	3:31:00 PM	Emergent	Dispatched & canceled en route	611	5.75	0.00	1.00	4.75	5.75
7/13/2019	190713-1558-ELYEMS	3:39:04 PM	3:45:33 PM	4:08:36 PM	Rescue 3	3:39:20 PM	Emergent	EMS call, excluding vehicle accident with injury	321	6.48	0.27	2.72	3.50	6.22
7/14/2019	190714-1719-ELYEMS	4:36:14 PM	4:45:25 PM	5:29:45 PM	Rescue 3	4:37:13 PM	Emergent	EMS call, excluding vehicle accident with injury	321	9.18	0.98	4.98	3.22	8.20
7/14/2019	190714-1719-ELYEMS	4:36:14 PM	4:45:25 PM	5:29:45 PM	Station Coverage	4:36:14 PM	Non-Emergent	EMS call, excluding vehicle accident with injury	321	9.18	0.00	3.77	5.42	9.18
7/14/2019	190714-1713-ELYEMS	4:57:01 PM	5:26:55 PM	5:59:14 PM	Rescue 6	5:05:00 PM	Non-Emergent	EMS call, excluding vehicle accident with injury	321	29.90	7.98	4.90	17.02	21.92
7/15/2019	190715-1220-ELYEMS	11:33:10 AM	11:47:32 AM	12:37:55 PM	Rescue 3	11:36:22 AM	Emergent	Emergency medical service incident, other	320	14.37	3.20	0.12	11.05	11.17
								Emergency						

7/15/2019	190715-1220-ELYEMS	11:33:10 AM	11:47:32 AM	12:37:55 PM	Station Coverage	11:33:10 AM	Non-Emergent	medical service incident, other	320	14.37	0.00	0.83	13.53	14.37
7/16/2019	190716-1104-ELYEMS	10:31:59 AM	10:40:41 AM	11:30:59 AM	Rescue 3	10:38:18 AM	Emergent	EMS call, excluding vehicle accident with injury	321	8.70	6.32	0.05	2.33	2.38
7/16/2019	190716-1104-ELYEMS	10:31:59 AM	10:40:41 AM	11:30:59 AM	Station Coverage	10:31:59 AM	Non-Emergent	EMS call, excluding vehicle accident with injury	321	8.70	0.00	1.02	7.68	8.70
7/17/2019	190719-235320-ELYEMS	10:54:17 AM	11:31:05 AM	1:33:56 PM	Station Coverage	10:54:17 AM	Non-Emergent	Brush or brush-and-grass mixture fire	142	36.80	0.00	0.72	36.08	36.80
7/17/2019	190719-235320-ELYEMS	10:54:17 AM	11:31:05 AM	1:33:56 PM	Rescue 1	10:54:17 AM	Emergent	Brush or brush-and-grass mixture fire	142	36.80	0.00	0.72	36.08	36.80
7/17/2019	190717-1356-ELYEMS	12:20:27 PM	12:45:26 PM	2:22:06 PM	Station Coverage	12:20:27 PM	Non-Emergent	Motor vehicle accident with injuries	322	24.98	0.00	7.55	17.43	24.98
7/17/2019	190717-1356-ELYEMS	12:20:27 PM	12:45:26 PM	2:22:06 PM	Rescue 6	12:20:30 PM	Emergent	Motor vehicle accident with injuries	322	24.98	0.05	5.82	19.12	24.93
7/17/2019	190717-1328-ELYEMS	12:46:00 PM	12:52:00 PM	1:42:00 PM	Station Coverage	12:46:00 PM		EMS call, excluding vehicle accident with injury	321	6.00	0.00	4.00	2.00	6.00
7/17/2019	190717-1328-ELYEMS	12:46:00 PM	12:52:00 PM	1:42:00 PM	Rescue 3	12:46:00 PM	Emergent	EMS call, excluding vehicle accident with injury	321	6.00	0.00	3.00	3.00	6.00
7/17/2019	190717-2014-ELYEMS	7:43:22 PM	7:50:45 PM	8:06:52 PM	Rescue 3	7:43:22 PM	Non-Emergent	Emergency medical service incident, other	320	7.38	0.00	5.12	2.27	7.38
7/17/2019	190717-2014-ELYEMS	7:43:22 PM	7:50:45 PM	8:06:52 PM	Station Coverage	7:43:22 PM	Non-Emergent	Emergency medical service incident, other	320	7.38	0.00	0.63	6.75	7.38
7/18/2019	190718-0155-ELYEMS	1:26:54 AM	1:48:39 AM	2:44:03 AM	Rescue 5	1:28:19 AM	Non-Emergent	EMS call, excluding vehicle accident with injury	321	21.75	1.42	15.60	4.73	20.33
7/18/2019	190718-2120-ELYEMS	8:34:20 PM	8:43:54 PM	9:48:42 PM	Rescue 3	8:34:30 PM	Emergent	EMS call, excluding vehicle accident with injury	321	9.57	0.17	3.75	5.65	9.40
7/18/2019	190718-2120-ELYEMS	8:34:20 PM	8:43:54 PM	9:48:42 PM	Station Coverage	8:34:20 PM		EMS call, excluding vehicle accident with injury	321	9.57	0.00	2.67	6.90	9.57
7/18/2019	190718-2120-ELYEMS	8:34:20 PM	8:43:54 PM	9:48:42 PM	Respond to Scene	8:34:20 PM		EMS call, excluding vehicle accident with injury	321	9.57	0.00	2.67	6.90	9.57
7/18/2019	190718-161745-ELYEMS	9:56:18 PM	9:56:20 PM	10:08:19 PM	Rescue 3	9:56:18 PM	Non-Emergent	EMS call, excluding vehicle accident with injury	321	0.03	0.00	0.02	0.02	0.03
7/18/2019	190718-2302-ELYEMS	10:44:22 PM	10:59:43 PM	12:12:14 AM	Rescue 5	10:44:22 PM	Non-Emergent	EMS call, excluding vehicle accident with injury	321	15.35	0.00	10.28	5.07	15.35
7/19/2019	190719-0941-ELYEMS	8:58:55 AM	9:03:00 AM	9:54:38 AM	Rescue 3	9:01:08 AM	Emergent	EMS call, excluding vehicle accident	321	4.08	2.22	0.32	1.55	1.87

								with injury						
7/19/2019	190719-0941-ELYEMS	8:58:55 AM	9:03:00 AM	9:54:38 AM	Station Coverage	8:58:55 AM	Non-Emergent	EMS call, excluding vehicle accident with injury	321	4.08	0.00	0.08	4.00	4.08
7/20/2019	190719-232653-ELYEMS	3:59:59 AM	4:26:39 AM	4:52:14 AM	Station Coverage	3:59:59 AM	Non-Emergent	Person in distress, other	510	26.67	0.00	1.02	25.65	26.67
7/20/2019	190720-0847-ELYEMS	8:29:13 AM	8:48:52 AM	9:43:46 AM	Station Coverage	8:29:13 AM		Medical assist, assist EMS crew	311	19.65	0.00	1.78	17.87	19.65
7/20/2019	190720-0847-ELYEMS	8:29:13 AM	8:48:52 AM	9:43:46 AM	Rescue 5	8:29:38 AM	Non-Emergent	Medical assist, assist EMS crew	311	19.65	0.42	9.23	10.00	19.23
7/20/2019	190720-1011-ELYEMS	9:38:58 AM	9:45:22 AM	10:31:34 AM	Station Coverage	9:38:58 AM		EMS call, excluding vehicle accident with injury	321	6.40	0.00	1.03	5.37	6.40
7/20/2019	190720-1011-ELYEMS	9:38:58 AM	9:45:22 AM	10:31:34 AM	Rescue 3	9:43:28 AM	Emergent	EMS call, excluding vehicle accident with injury	321	6.40	4.50	1.85	0.05	1.90
7/20/2019	190720-1356-ELYEMS	1:32:53 PM	1:38:59 PM	2:08:00 PM	Station Coverage	1:32:53 PM		EMS call, excluding vehicle accident with injury	321	6.10	0.00	3.12	2.98	6.10
7/20/2019	190720-1356-ELYEMS	1:32:53 PM	1:38:59 PM	2:08:00 PM	Rescue 3	1:36:42 PM	Emergent Downgraded to Non-Emergent	EMS call, excluding vehicle accident with injury	321	6.10	3.82	1.33	0.95	2.28
7/20/2019	190720-1605-ELYEMS	3:31:30 PM	3:39:47 PM	4:13:22 PM	Rescue 6	3:35:03 PM	Emergent	EMS call, excluding vehicle accident with injury	321	8.28	3.55	1.62	3.12	4.73
7/20/2019	190720-1605-ELYEMS	3:31:30 PM	3:39:47 PM	4:13:22 PM	Station Coverage	3:31:30 PM		EMS call, excluding vehicle accident with injury	321	8.28	0.00	4.75	3.53	8.28
7/20/2019	190720-1904-ELYEMS	6:03:50 PM	6:22:44 PM	7:18:14 PM	Rescue 6	6:10:17 PM	Emergent	EMS call, excluding vehicle accident with injury	321	18.90	6.45	0.07	12.38	12.45
7/20/2019	190720-1904-ELYEMS	6:03:50 PM	6:22:44 PM	7:18:14 PM	Station Coverage	6:03:50 PM		EMS call, excluding vehicle accident with injury	321	18.90	0.00	1.17	17.73	18.90
7/20/2019	190720-1845-ELYEMS	6:36:10 PM	6:50:15 PM	7:29:17 PM	Rescue 5	6:37:24 PM	Non-Emergent	Medical assist, assist EMS crew	311	14.08	1.23	11.25	1.60	12.85
7/20/2019	190720-1845-ELYEMS	6:36:10 PM	6:50:15 PM	7:29:17 PM	Station Coverage	6:36:10 PM		Medical assist, assist EMS crew	311	14.08	0.00	8.83	5.25	14.08
7/20/2019	190719-231616-ELYEMS	10:51:44 PM	10:57:32 PM	11:02:00 PM	Station Coverage	10:51:44 PM	Non-Emergent	Dispatched & canceled en route	611	5.80	0.00	1.27	4.53	5.80
7/21/2019	190721-042859-ELYEMS	8:28:29 AM	8:29:00 AM	8:59:00 AM	Station Coverage	8:28:29 AM	Non-Emergent	Road freight or transport vehicle fire	132	0.52	0.00	0.00	0.52	0.52
7/21/2019	190721-042859-ELYEMS	8:28:29 AM	8:29:00 AM	8:59:00 AM	Respond to Scene	8:28:29 AM	Non-Emergent	Road freight or transport vehicle fire	132	0.52	0.00	0.00	0.52	0.52
7/21/2019	190721-042859-ELYEMS	8:28:29 AM	8:29:00 AM	8:59:00 AM	Engine 1	8:28:29 AM	Emergent	Road freight or transport vehicle fire	132	0.52	0.00	0.00	0.52	0.52
7/21/2019	190721-091223-ELYEMS	2:08:39 PM	2:09:00 PM	2:14:00 PM	Rescue 3	2:08:39 PM	Non-Emergent	EMS call, excluding vehicle accident with injury	321	0.35	0.00	0.02	0.33	0.35
								EMS call,						

7/21/2019	190721-1944-ELYEMS	5:20:35 PM	6:13:58 PM	7:56:36 PM	Station Coverage	5:20:35 PM	Non-Emergent	excluding vehicle accident with injury	321	53.38	0.00	4.77	48.62	53.38
7/21/2019	190721-1944-ELYEMS	5:20:35 PM	6:13:58 PM	7:56:36 PM	Rescue 6	5:20:45 PM	Emergent	EMS call, excluding vehicle accident with injury	321	53.38	0.17	4.60	48.62	53.22
7/21/2019	190725-033205-ELYEMS	8:12:59 PM	8:25:00 PM	10:15:00 PM	Brush 1	8:12:59 PM	Emergent	Forest, woods or wildland fire	141	12.02	0.00	2.02	10.00	12.02
7/21/2019	190725-033205-ELYEMS	8:12:59 PM	8:25:00 PM	10:15:00 PM	Station Coverage	8:12:59 PM	Non-Emergent	Forest, woods or wildland fire	141	12.02	0.00	2.02	10.00	12.02
7/21/2019	190721-2307-ELYEMS	10:45:39 PM	11:04:03 PM	11:55:51 PM	Rescue 5	10:47:56 PM	Non-Emergent	EMS call, excluding vehicle accident with injury	321	18.40	2.28	11.73	4.38	16.12
7/22/2019	190722-0941-ELYEMS	9:33:20 AM	9:51:28 AM	10:39:35 AM	Rescue 6	9:33:49 AM	Emergent	EMS call, excluding vehicle accident with injury	321	18.13	0.48	4.33	13.32	17.65
7/22/2019	190722-0941-ELYEMS	9:33:20 AM	9:51:28 AM	10:39:35 AM	Station Coverage	9:33:20 AM		EMS call, excluding vehicle accident with injury	321	18.13	0.00	3.67	14.47	18.13
7/22/2019	190722-1304-ELYEMS	12:01:09 PM	12:17:25 PM	1:51:29 PM	Rescue 6	12:01:30 PM	Emergent	Motor vehicle accident with injuries	322	16.27	0.35	4.80	11.12	15.92
7/22/2019	190722-1304-ELYEMS	12:01:09 PM	12:17:25 PM	1:51:29 PM	Station Coverage	12:01:09 PM		Motor vehicle accident with injuries	322	16.27	0.00	0.85	15.42	16.27
7/22/2019	190722-1324-ELYEMS	12:47:22 PM	1:24:29 PM	1:56:06 PM	Rescue 6	12:48:21 PM	Non-Emergent	EMS call, excluding vehicle accident with injury	321	37.12	0.98	35.65	0.48	36.13
7/22/2019	190722-1324-ELYEMS	12:47:22 PM	1:24:29 PM	1:56:06 PM	Station Coverage	12:47:22 PM		EMS call, excluding vehicle accident with injury	321	37.12	0.00	27.63	9.48	37.12
7/22/2019	190722-1831-ELYEMS	6:09:28 PM	6:28:51 PM	7:25:04 PM	Rescue 5	6:24:20 PM	Non-Emergent	Emergency medical service incident, other	320	19.38	14.87	0.05	4.47	4.52
7/22/2019	190722-1831-ELYEMS	6:09:28 PM	6:28:51 PM	7:25:04 PM	Station Coverage	6:09:28 PM		Emergency medical service incident, other	320	19.38	0.00	10.53	8.85	19.38
7/22/2019	190722-2139-ELYEMS	8:59:22 PM	9:36:41 PM	10:38:24 PM	Rescue 5	9:16:19 PM	Non-Emergent	EMS call, excluding vehicle accident with injury	321	37.32	16.95	0.07	20.30	20.37
7/22/2019	190728-045557-ELYEMS	9:13:00 PM	9:25:00 PM	9:41:00 PM	Respond to Scene	9:13:00 PM		Rescue, EMS incident, other	300	12.00	0.00	7.00	5.00	12.00
7/22/2019	190728-045557-ELYEMS	9:13:00 PM	9:25:00 PM	9:41:00 PM	Station Coverage	9:13:00 PM		Rescue, EMS incident, other	300	12.00	0.00	7.00	5.00	12.00
7/22/2019	190722-2249-ELYEMS	10:25:18 PM	10:41:06 PM	11:01:00 PM	Station Coverage	10:25:18 PM		EMS call, excluding vehicle accident with injury	321	15.80	0.00	1.70	14.10	15.80
7/22/2019	190722-2249-ELYEMS	10:25:18 PM	10:41:06 PM	11:01:00 PM	Respond to Scene	10:25:18 PM		EMS call, excluding vehicle accident with injury	321	15.80	0.00	1.70	14.10	15.80
								EMS call,						

7/22/2019	190722-2249-ELYEMS	10:25:18 PM	10:41:06 PM	11:01:00 PM	Rescue 3	10:39:17 PM	Emergent	excluding vehicle accident with injury	321	15.80	13.98	0.88	0.93	1.82
7/23/2019	190723-0954-ELYEMS	8:53:41 AM	9:12:20 AM	10:20:47 AM	Station Coverage	8:53:41 AM		EMS call, excluding vehicle accident with injury	321	18.65	0.00	3.32	15.33	18.65
7/23/2019	190723-0954-ELYEMS	8:53:41 AM	9:12:20 AM	10:20:47 AM	Rescue 6	8:54:00 AM	Emergent	EMS call, excluding vehicle accident with injury	321	18.65	0.32	4.93	13.40	18.33
7/23/2019	190723-1111-ELYEMS	10:55:54 AM	11:09:31 AM	12:13:40 PM	Rescue 5	10:56:44 AM	Non-Emergent	Emergency medical service incident, other	320	13.62	0.83	12.72	0.07	12.78
7/23/2019	190723-1408-ELYEMS	1:22:16 PM	1:30:49 PM	2:22:00 PM	Rescue 3	1:22:30 PM	Emergent	EMS call, excluding vehicle accident with injury	321	8.55	0.23	4.85	3.47	8.32
7/23/2019	190723-1408-ELYEMS	1:22:16 PM	1:30:49 PM	2:22:00 PM	Station Coverage	1:22:16 PM		EMS call, excluding vehicle accident with injury	321	8.55	0.00	3.73	4.82	8.55
7/23/2019	190723-1408-ELYEMS	1:22:16 PM	1:30:49 PM	2:22:00 PM	Respond to Scene	1:22:16 PM		EMS call, excluding vehicle accident with injury	321	8.55	0.00	3.73	4.82	8.55
7/23/2019	190723-1550-ELYEMS	2:29:59 PM	3:25:44 PM	5:17:02 PM	Rescue 6	2:30:31 PM	Emergent	EMS call, excluding vehicle accident with injury	321	55.75	0.53	4.80	50.42	55.22
7/23/2019	190723-1550-ELYEMS	2:29:59 PM	3:25:44 PM	5:17:02 PM	Station Coverage	2:29:59 PM	Non-Emergent	EMS call, excluding vehicle accident with injury	321	55.75	0.00	5.33	50.42	55.75
7/23/2019	190723-1624-ELYEMS	4:00:59 PM	4:21:39 PM	5:09:13 PM	Rescue 5	4:16:44 PM	Non-Emergent	EMS call, excluding vehicle accident with injury	321	20.67	15.75	0.13	4.78	4.92
7/23/2019	190723-1624-ELYEMS	4:00:59 PM	4:21:39 PM	5:09:13 PM	Station Coverage	4:00:59 PM	Non-Emergent	EMS call, excluding vehicle accident with injury	321	20.67	0.00	15.75	4.92	20.67
7/23/2019	190725-034829-ELYEMS	7:07:37 PM	7:26:26 PM	9:00:00 PM	Brush 1	7:07:37 PM	Emergent	Dispatched & canceled en route	611	18.82	0.00			18.82
7/23/2019	190725-034829-ELYEMS	7:07:37 PM	7:26:26 PM	9:00:00 PM	Station Coverage	7:07:37 PM	Non-Emergent	Dispatched & canceled en route	611	18.82	0.00			18.82
7/23/2019	190723-2129-ELYEMS	8:54:06 PM	9:02:00 PM	9:47:06 PM	Rescue 3	9:00:12 PM	Emergent	EMS call, excluding vehicle accident with injury	321	7.90	6.10	0.05	1.75	1.80
7/23/2019	190723-2129-ELYEMS	8:54:06 PM	9:02:00 PM	9:47:06 PM	Station Coverage	9:00:12 PM	Non-Emergent	EMS call, excluding vehicle accident with injury	321	7.90	6.10	0.05	1.75	1.80
7/23/2019	190723-2129-ELYEMS	8:54:06 PM	9:02:00 PM	9:47:06 PM	Respond to Scene	9:00:12 PM	Non-Emergent	EMS call, excluding vehicle accident with injury	321	7.90	6.10	0.05	1.75	1.80
7/24/2019	190724-1116-ELYEMS	9:43:35 AM	10:22:04 AM	11:49:34 AM	Rescue 6	9:44:00 AM	Emergent	EMS call, excluding vehicle accident with injury	321	38.48	0.42	3.87	34.20	38.07
7/24/2019	190724-1419-ELYEMS	1:58:35 PM	2:20:00 PM	2:43:24 PM	Rescue 5	2:00:57 PM	Non-Emergent	Emergency medical service incident, other	320	21.42	2.37	15.77	3.28	19.05
								Emergency						

7/24/2019	190724-1507-ELYEMS	2:30:19 PM	2:57:27 PM	3:54:39 PM	Rescue 5	2:43:35 PM	Non-Emergent	medical service incident, other	320	27.13	13.27	0.08	13.78	13.87
7/24/2019	190728-051710-ELYEMS	5:24:00 PM	6:45:00 PM	9:03:00 PM	Engine 7	5:24:00 PM		Forest, woods or wildland fire	141	81.00	0.00	4.00	77.00	81.00
7/24/2019	190728-051710-ELYEMS	5:24:00 PM	6:45:00 PM	9:03:00 PM	Station Coverage	5:24:00 PM		Forest, woods or wildland fire	141	81.00	0.00	4.00	77.00	81.00
7/24/2019	190728-051710-ELYEMS	5:24:00 PM	6:45:00 PM	9:03:00 PM	Brush 1	5:24:00 PM		Forest, woods or wildland fire	141	81.00	0.00	4.00	77.00	81.00
7/24/2019	190724-1848-ELYEMS	6:10:00 PM	6:14:56 PM	7:09:31 PM	Rescue 3	6:10:10 PM	Emergent	EMS call, excluding vehicle accident with injury	321	4.93	0.17	4.15	0.62	4.77
7/24/2019	190724-1848-ELYEMS	6:10:00 PM	6:14:56 PM	7:09:31 PM	Station Coverage	6:10:00 PM		EMS call, excluding vehicle accident with injury	321	4.93	0.00	3.00	1.93	4.93
7/24/2019	190724-1938-ELYEMS	7:18:41 PM	7:37:37 PM	8:20:14 PM	Rescue 5	7:33:23 PM	Emergent	Medical assist, assist EMS crew	311	18.93	14.70	3.17	1.07	4.23
7/24/2019	190724-1938-ELYEMS	7:18:41 PM	7:37:37 PM	8:20:14 PM	Station Coverage	7:18:41 PM		Medical assist, assist EMS crew	311	18.93	0.00	3.32	15.62	18.93
7/24/2019	190724-1955-ELYEMS	7:50:21 PM	8:03:00 PM	8:41:21 PM	Station Coverage	7:50:21 PM		EMS call, excluding vehicle accident with injury	321	12.65	0.00	4.65	8.00	12.65
7/24/2019	190724-1955-ELYEMS	7:50:21 PM	8:03:00 PM	8:41:21 PM	Rescue 6	7:56:15 PM	Non-Emergent	EMS call, excluding vehicle accident with injury	321	12.65	5.90	4.63	2.12	6.75
7/24/2019	190725-0012-ELYEMS	11:40:53 PM	12:03:00 AM	12:55:39 AM	Rescue 5	11:41:00 PM	Emergent	Medical assist, assist EMS crew	311	22.12	0.12	11.68	10.32	22.00
7/25/2019	190725-0203-ELYEMS	1:45:00 AM	2:03:00 AM	2:45:29 AM	Rescue 5	1:57:57 AM	Emergent Downgraded to Non-Emergent	Medical assist, assist EMS crew	311	18.00	12.95	4.60	0.45	5.05
7/25/2019	190725-1803-ELYEMS	4:00:38 PM	4:38:52 PM	5:08:45 PM	Rescue 1	4:00:38 PM	Emergent	Motor vehicle accident with injuries	322	38.23	0.00	1.22	37.02	38.23
7/25/2019	190725-1803-ELYEMS	4:00:38 PM	4:38:52 PM	5:08:45 PM	Rescue 3	4:00:40 PM	Emergent	Motor vehicle accident with injuries	322	38.23	0.03	1.18	37.02	38.20
7/25/2019	190725-1924-ELYEMS	7:08:22 PM	7:22:28 PM	8:19:53 PM	Rescue 5	7:18:15 PM	Non-Emergent	EMS call, excluding vehicle accident with injury	321	14.10	9.88	1.75	2.47	4.22
7/25/2019	190725-2206-ELYEMS	9:48:53 PM	10:10:13 PM	10:55:45 PM	Rescue 5	9:59:15 PM	Non-Emergent	EMS call, excluding vehicle accident with injury	321	21.33	10.37	5.75	5.22	10.97
7/26/2019	190726-0037-ELYEMS	12:18:29 AM	12:36:08 AM	1:30:16 AM	Rescue 5	12:31:46 AM	Non-Emergent	EMS call, excluding vehicle accident with injury	321	17.65	13.28	0.23	4.13	4.37
7/26/2019	190726-1131-ELYEMS	3:48:57 AM	4:13:02 AM	4:59:48 AM	Rescue 3	3:57:01 AM	Emergent	EMS call, excluding vehicle accident with injury	321	24.08	8.07	0.20	15.82	16.02
7/26/2019	190726-1131-ELYEMS	3:48:57 AM	4:13:02 AM	4:59:48 AM	Station Coverage	3:48:57 AM		EMS call, excluding vehicle accident with injury	321	24.08	0.00	1.05	23.03	24.08

7/26/2019	190726-130142-ELYEMS	4:53:00 PM	5:06:00 PM	5:12:00 PM	Rescue 6	4:53:00 PM		Dispatched & canceled en route	611	13.00	0.00			13.00
7/26/2019	190726-130142-ELYEMS	4:53:00 PM	5:06:00 PM	5:12:00 PM	Station Coverage	4:53:00 PM		Dispatched & canceled en route	611	13.00	0.00			13.00
7/26/2019	190726-131515-ELYEMS	5:46:00 PM	5:55:00 PM	6:07:00 PM	Station Coverage	5:46:00 PM		False alarm or false call, other	700	9.00	0.00	4.00	5.00	9.00
7/26/2019	190726-131515-ELYEMS	5:46:00 PM	5:55:00 PM	6:07:00 PM	Rescue 3	5:46:00 PM		False alarm or false call, other	700	9.00	0.00	4.00	5.00	9.00
7/26/2019	190728-054107-ELYEMS	7:59:00 PM	8:07:00 PM	8:36:00 PM	Station Coverage	7:59:00 PM		Forest, woods or wildland fire	141	8.00	0.00	5.00	3.00	8.00
7/26/2019	190728-054107-ELYEMS	7:59:00 PM	8:07:00 PM	8:36:00 PM	Respond to Scene	7:59:00 PM		Forest, woods or wildland fire	141	8.00	0.00	5.00	3.00	8.00
7/26/2019	190728-054107-ELYEMS	7:59:00 PM	8:07:00 PM	8:36:00 PM	Brush 1	7:59:00 PM		Forest, woods or wildland fire	141	8.00	0.00	5.00	3.00	8.00
7/26/2019	190728-054107-ELYEMS	7:59:00 PM	8:07:00 PM	8:36:00 PM	Engine 7	7:59:00 PM		Forest, woods or wildland fire	141	8.00	0.00	5.00	3.00	8.00
7/27/2019	190727-0437-ELYEMS	4:16:57 AM	4:35:55 AM	5:24:23 AM	Rescue 5	4:28:57 AM	Non-Emergent	EMS call, excluding vehicle accident with injury	321	18.97	12.00	2.53	4.43	6.97
7/28/2019	190728-1004-ELYEMS	9:50:12 AM	9:54:24 AM	10:20:53 AM	Rescue 3	9:50:12 AM	Non-Emergent	Emergency medical service incident, other	320	4.20	0.00	0.00	4.20	4.20
7/28/2019	190728-091312-ELYEMS	1:39:00 PM	2:05:00 PM	2:39:00 PM	Rescue 6	1:39:00 PM		Person in distress, other	510	26.00	0.00	10.00	16.00	26.00
7/28/2019	190728-091312-ELYEMS	1:39:00 PM	2:05:00 PM	2:39:00 PM	Station Coverage	1:39:00 PM		Person in distress, other	510	26.00	0.00	10.00	16.00	26.00
7/28/2019	190728-1427-ELYEMS	1:47:08 PM	1:49:54 PM	2:51:08 PM	Rescue 6	1:47:09 PM	Emergent	EMS call, excluding vehicle accident with injury	321	2.77	0.02	1.35	1.40	2.75
7/28/2019	190728-1427-ELYEMS	1:47:08 PM	1:49:54 PM	2:51:08 PM	Station Coverage	1:47:08 PM		EMS call, excluding vehicle accident with injury	321	2.77	0.00	1.87	0.90	2.77
7/28/2019	190728-1628-ELYEMS	3:42:42 PM	3:51:07 PM	4:36:21 PM	Rescue 6	3:43:00 PM	Emergent	EMS call, excluding vehicle accident with injury	321	8.42	0.30	5.05	3.07	8.12
7/28/2019	190728-1628-ELYEMS	3:42:42 PM	3:51:07 PM	4:36:21 PM	Station Coverage	3:42:42 PM		EMS call, excluding vehicle accident with injury	321	8.42	0.00	2.30	6.12	8.42
7/28/2019	190728-1827-ELYEMS	6:16:50 PM	6:33:04 PM	7:31:30 PM	Rescue 5	6:28:35 PM	Non-Emergent	EMS call, excluding vehicle accident with injury	321	16.23	11.75	0.42	4.07	4.48
7/28/2019	190728-172829-ELYEMS	9:37:00 PM	9:43:00 PM	10:07:00 PM	Rescue 3	9:37:00 PM		Dispatched & canceled en route	611	6.00	0.00			6.00
7/28/2019	190728-172829-ELYEMS	9:37:00 PM	9:43:00 PM	10:07:00 PM	Station Coverage	9:37:00 PM		Dispatched & canceled en route	611	6.00	0.00			6.00
7/29/2019	190729-0158-ELYEMS	1:31:17 AM	1:56:22 AM	4:13:01 AM	Rescue 5	1:37:11 AM	Non-Emergent	EMS call, excluding vehicle accident with injury	321	25.08	5.90	14.18	5.00	19.18
7/29/2019	190729-0847-ELYEMS	7:52:53 AM	8:11:22 AM	9:13:56 AM	Rescue 6	7:53:00 AM	Emergent	EMS call, excluding vehicle accident with injury	321	18.48	0.12	10.35	8.02	18.37

7/29/2019	190729-1456-ELYEMS	2:43:37 PM	2:49:00 PM	3:00:25 PM	Station Coverage	2:43:37 PM		EMS call, excluding vehicle accident with injury	321	5.38	0.00	0.38	5.00	5.38
7/29/2019	190729-1456-ELYEMS	2:43:37 PM	2:49:00 PM	3:00:25 PM	Rescue 6	2:44:00 PM	Emergent	EMS call, excluding vehicle accident with injury	321	5.38	0.38	3.78	1.22	5.00
7/29/2019	190729-1738-ELYEMS	5:30:09 PM	5:44:14 PM	6:13:07 PM	Rescue 5	5:31:08 PM	Non-Emergent	EMS call, excluding vehicle accident with injury	321	14.08	0.98	8.95	4.15	13.10
7/30/2019	190730-0838-ELYEMS	8:10:02 AM	8:19:30 AM	8:52:56 AM	Station Coverage	8:10:02 AM		EMS call, excluding vehicle accident with injury	321	9.47	0.00	6.97	2.50	9.47
7/30/2019	190730-0838-ELYEMS	8:10:02 AM	8:19:30 AM	8:52:56 AM	Rescue 3	8:10:15 AM	Emergent	EMS call, excluding vehicle accident with injury	321	9.47	0.22	6.82	2.43	9.25
7/30/2019	190730-1213-ELYEMS	11:39:49 AM	12:07:00 PM	1:28:00 PM	Rescue 5	11:41:57 AM	Emergent	EMS call, excluding vehicle accident with injury	321	27.18	2.13	18.93	6.12	25.05

Incident Date between 2019-07-01

and 2019-07-31

Aid Given Or Received	Incident Number	Alarm Date	Aid Given Or Received Code	Aided Agency Name	Aiding Agency Name	Report Writer Last Name
Automatic aid given						
	190719-0941-ELYEMS	7/19/2019 8:58:55 AM	4	White Pine County Sheriff's Office		SCOTT
	190710-1054-ELYEMS	7/10/2019 10:47:30 AM	4	White Pine County Fire		CREW
	190713-1208-ELYEMS	7/11/2019 5:54:27 PM	4	Lackawanna		MANGUM-MCARDLE
	190725-034829-ELYEMS	7/23/2019 7:07:37 PM	4	Lund VFD		TILBY
	190724-1116-ELYEMS	7/24/2019 9:43:35 AM	4	Baker/ Snake Valley VFD		MANGUM-MCARDLE
	190709-051647-ELYEMS	7/8/2019 12:04:07 AM	4	Baker/ Snake Valley VFD		TILBY
	190728-091312-ELYEMS	7/28/2019 1:39:00 PM	4	McGill VFD		STORK
	190701-1627-ELYEMS	7/1/2019 4:02:35 PM	4	Ruth VFD		MANGUM-MCARDLE
	190729-0847-ELYEMS	7/29/2019 7:52:53 AM	4	McGill VFD		MANGUM-MCARDLE
	190708-0328-ELYEMS	7/8/2019 2:45:05 AM	4	Ruth VFD		BATH
	190701-140719-ELYEMS	7/1/2019 6:32:50 PM	4	Lund VFD		GOLLA
	190720-002106-ELYEMS	7/20/2019 5:54:28 AM	4	Lund VFD		SCOTT
	190719-022332-ELYEMS	7/19/2019 6:44:05 AM	4	White Pine County Sheriff's Office		SCOTT
	190704-090342-ELYEMS	7/4/2019 2:21:20 PM	4	Lund VFD		GOLLA
	190728-051710-ELYEMS	7/24/2019 5:24:00 PM	4	Lund VFD		STORK
	190707-2015-ELYEMS	7/7/2019 7:17:33 PM	4	McGill VFD		MANGUM-MCARDLE
	190710-0959-ELYEMS	7/10/2019 10:20:48 AM	4	White Pine County Fire		CREW
	190708-2242-ELYEMS	7/8/2019 9:56:21 PM	4	McGill VFD		KAAMASEE
	190725-1803-ELYEMS	7/25/2019 4:00:38 PM	4	McGill VFD		MANGUM-MCARDLE
	190712-1957-ELYEMS	7/12/2019 6:41:22 PM	4	Baker/ Snake Valley VFD		MANGUM-MCARDLE
	190701-1748-ELYEMS	7/1/2019 5:11:19 PM	4	White Pine County Fire		MANGUM-MCARDLE
	190713-0844-ELYEMS	7/13/2019 7:59:56 AM	4	White Pine County Fire		MANGUM-MCARDLE
	190722-0941-ELYEMS	7/22/2019 9:33:20 AM	4	Ruth VFD		MANGUM-MCARDLE
	190723-0954-ELYEMS	7/23/2019 8:53:41 AM	4	White Pine County Fire		MANGUM-MCARDLE
	190719-231616-ELYEMS	7/20/2019 10:51:44 PM	4	McGill VFD		SCOTT
	190722-1304-ELYEMS	7/22/2019 12:01:09 PM	4	White Pine County Fire		MANGUM-MCARDLE
	190728-172829-ELYEMS	7/28/2019 9:37:00 PM	4	McGill VFD		STORK
	190708-1623-ELYEMS	7/8/2019 3:37:00 PM	4	White Pine County Fire		TILBY

	190701-1519-ELYEMS	7/1/2019 2:54:03 PM	4	McGill VFD		MANGUM-MCARDLE
	190719-232653-ELYEMS	7/20/2019 3:59:59 AM	4	McGill VFD		SCOTT
	190723-1550-ELYEMS	7/23/2019 2:29:59 PM	4	Baker/ Snake Valley VFD		MANGUM-MCARDLE
	190710-071230-ELYEMS	7/9/2019 12:28:34 AM	4	White Pine County Sheriff's Office		STORK
	190716-100515-ELYEMS	7/14/2019 10:40:09 PM	4	McGill VFD		GOLLA
	190708-1725-ELYEMS	7/8/2019 3:36:19 PM	4	Lackawanna		MANGUM-MCARDLE
	190715-1220-ELYEMS	7/15/2019 11:33:10 AM	4	McGill VFD		SCOTT
	190708-1346-ELYEMS	7/8/2019 1:13:49 PM	4	White Pine County Fire		MANGUM-MCARDLE
	190710-0952-ELYEMS	7/10/2019 8:13:15 AM	4	Lund VFD		MANGUM-MCARDLE
	190720-1904-ELYEMS	7/20/2019 6:03:50 PM	4	McGill VFD		NORTON
	190712-004159-ELYEMS	7/11/2019 12:38:40 PM	4	Lund VFD		SCOTT
	190721-1944-ELYEMS	7/21/2019 5:20:35 PM	4	Baker/ Snake Valley VFD		MANGUM-MCARDLE
	190708-1656-ELYEMS	7/8/2019 3:36:19 PM	4	Lackawanna		MANGUM
	190703-1701-ELYEMS	7/3/2019 4:07:09 PM	4	Ruth VFD		MANGUM-MCARDLE
	190719-235320-ELYEMS	7/17/2019 10:54:17 AM	4	Lund VFD		SCOTT
	190705-1023-ELYEMS	7/5/2019 9:28:21 AM	4	McGill VFD		MANGUM-MCARDLE
	190702-071636-ELYEMS	7/2/2019 12:07:00 PM	4	McGill VFD		GOLLA
Automatic aid received						
	190725-033205-ELYEMS	7/21/2019 8:12:59 PM	2		White Pine County Fire	TILBY
	190725-033205-ELYEMS	7/21/2019 8:12:59 PM	2		Lackawanna	TILBY

Aided Agency Name	Details
Baker/ Snake Valley VFD	5 Rows
Lackawanna	3 Rows
Lund VFD	8 Rows
McGill VFD	14 Rows
Ruth VFD	4 Rows
White Pine County Fire	8 Rows
White Pine County Sheriff's Office	3 Rows
	45 Rows

Alarm Date	Incident Number	Aid Given Or Received	Aiding Agency Name	Aided Agency Name
7/21/2019 8:12:59 PM	190725-033205-ELYEMS	Automatic aid received	Lackawanna	
7/21/2019 8:12:59 PM	190725-033205-ELYEMS	Automatic aid received	White Pine County Fire	

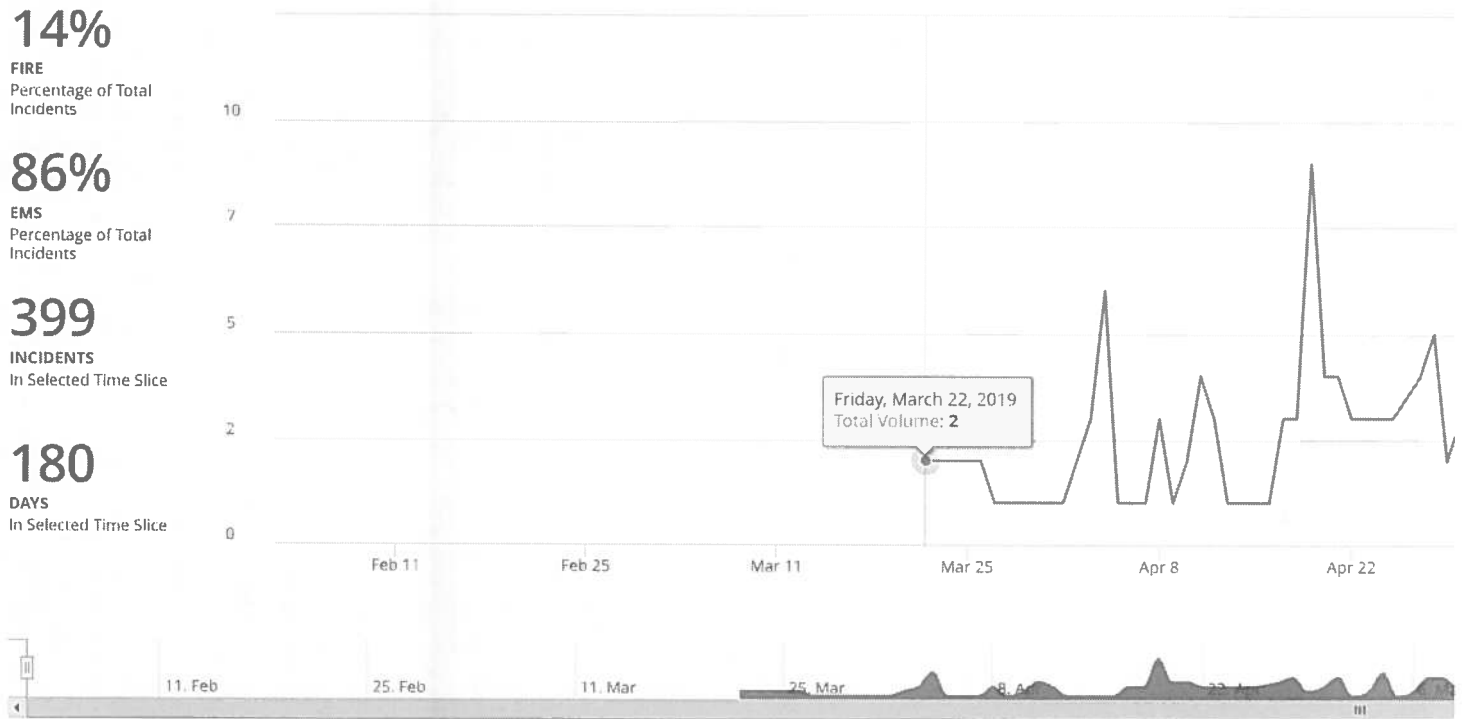
ANALYTICS
Station Report

Last 180 Days

Feb 2, 2019 - Jul 31, 2019

Filters

Trend Lines

14%**FIRE**
Percentage of Total
Incidents**86%****EMS**
Percentage of Total
Incidents**399****INCIDENTS**
In Selected Time Slice**180****DAYS**
In Selected Time Slice

Counts	% Rows	% Columns	% All											
	Feb '19	Mar '19	Apr '19	May '19	Jun '19	Jul '19	Aug '19	Sep '19	Oct '19	Nov '19	Dec '19	Jan '20	Feb '20	Total
City of Ely Fire Department	-	3	73	88	77	136	-	-	-	-	-	-	-	377
UNKNOWN	-	7	8	-	1	6	-	-	-	-	-	-	-	22
Total	-	10	81	88	78	142	-	-	-	-	-	-	-	399

eso

Total Calls recorded Fire House Software 124

Total Calls recorded new EOC Reporting System 399Total Calls January 1st thru July 30th, 2019 523

August 8, 2019

MAYOR'S REPORT

- 1. I approved Special Event Licenses to:**
 - Bristlecone Arts Council for Arts in the Park at Veteran's Park 8-3 & 4, 2019

MONTH & YEAR

Jul-19

HOME

[illegible]

NEVADA NORTHERN RAILWAY

A NATIONAL HISTORIC LANDMARK



Nevada Northern Railway Foundation

Depot: 1100 Avenue A, Ely, Nevada 89301

Mailing Address: PO Box 150040, Ely, Nevada 89315

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

Monthly Operations Report for June 2019

1. Locomotive Status – No change
 - a. Locomotives in service: #40, #93, #105, #109, #204, #310, Wrecking Crane A & Rotary B.
 - b. Locomotives out of service needing moderate repairs: #45 – We have started repairs on this locomotive.
 - c. Locomotives waiting funding for restoration: Steptoe Valley Smelting and Mining #309, Kennecott 801 and Rotary Snowplow B (for boiler overhaul.)
 - d. Locomotives out of service needing heavy repairs #802, #81, #80 and the military locomotives.
 - e. Locomotive 81's drivers, drive boxes and rods have returned. We are starting the reassembly.
2. Rolling Stock Status – No change
 - a. Passenger equipment in service: #07, #08, #09, Flatcar #23, Coach #5, Baggage Car/RPO #20, Outfit Car #06.
 - b. Passenger equipment out of service: #10, #2 and #05 needing heavy repairs.
 - c. Cabooses in service: #3, #6 and #22 are operational.
 - d. Cabooses out service: #5
3. Track Status – No change
 - a. Keystone Branch is open
 - b. Adverse Branch is open.
4. Ridership and Ticket Sales – Updated
 - a. In July we carried 2,232 passengers. This is essentially the same as last year, we carried 3 passengers or 0% from the previous year.
 - b. Year to date our ridership is at 7,273 passengers, up 9 passengers or about the same as last year. We are tracking the same as last year which was a record year for us.
 - c. Since operations began in 1987, we have carried 296,672 passengers. We should carry our 300,000th passenger sometime in late September. Just to review, we carried our 100,000th passenger in 2004 after 17 years in operation. In 2012, we carried our 200,000th passenger in just 8 years. Now we will have carried another 100,000 passengers just 7 years later.

Award Winning Destination

Best Tour in Rural Nevada – 2017

Nevada State Treasure – 2013 & 2012

Trip Advisor Certificate of Excellence – 2017, 2016, 2015, 2014

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

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

Best Museum - Special Recognition – 2010 • Favorite Nevada Attraction – 2008

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

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

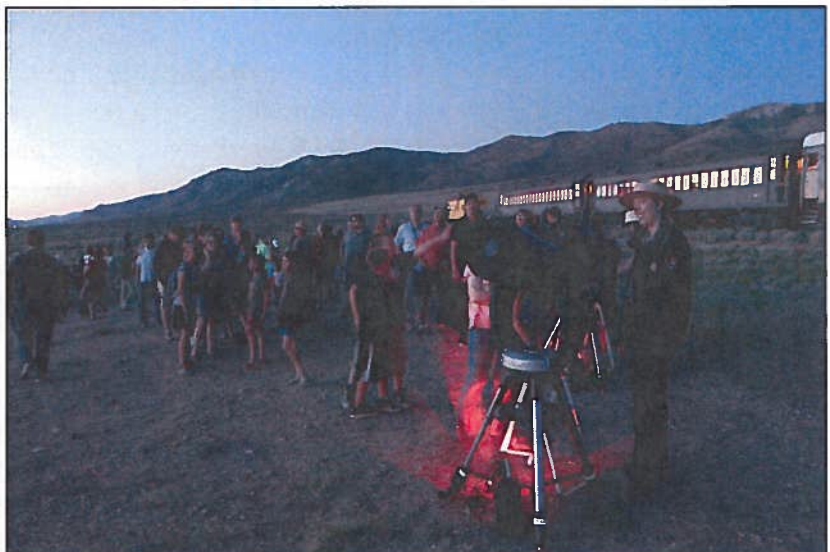
6. Media Report Placements – Update

- a. "Celebrate Father's Day with free ride aboard historic passenger train, Cody Miller, News 3, Las Vegas.
- b. AT&T's Mashup Cinema Campaign Gets More Extreme, AdAge, Alexandra Jardine, May 24.
- c. You Can Spend The Night At Nevada's Most Historic Train Station And It's Amazing https://www.onlyinyourstate.com/nevada/the-bunkhouse-nv/?utm_medium=email&utm_source=nevada&utm_campaign=newsletter
- d. It started with a story in the LA Times. <https://www.latimes.com/travel/lasvegas/la-tr-travel-las-vegas-great-basin-star-train-stargazing-20190703-story.html>
- e. The second story was in Travel + Leisure -
- f. This Train Takes You to the Middle of Nowhere to Stargaze — and You Can Spend the Night in a Working Caboose <https://www.travelandleisure.com/trip-ideas/bus-train/nevada-star-train-stargazing> This also has a video with it.
- g. Afar [Nevada's Summer Stargazing Train Offers Views That Are out of This World](#)
- h. From Ask Man <https://www.google.com/url?rct=j&sa=t&url=https://www.askmen.com/news/entertainment/this-train-takes-you-into-the-wilderness-to-stargaze.html&ct=ga&cd=CAEYACoUMTc2NDQxNTUyNDIyMzIwNzQ2MDEyGjMyZjM3NTRjNjExN2I2ZmM6Y29tOmVuOIVT&usg=AFQjCNG DU5bHfESy3iq94wmUYIXEykOeQ>
- i. PEOPLE.COM - This Train Takes You to the Middle of Nowhere for Some of the Best Stargazing in America <https://people.com/travel/this-train-takes-you-to-the-middle-of-nowhere-for-some-of-the-best-stargazing-in-america/>
- j. Conde Nast Traveler Star Train story. <https://www.traveler.es/experiencias/articulos/great-basin-star-train-tren-observar-estrellas-desierto-nevada/15780>

7. Star Trains

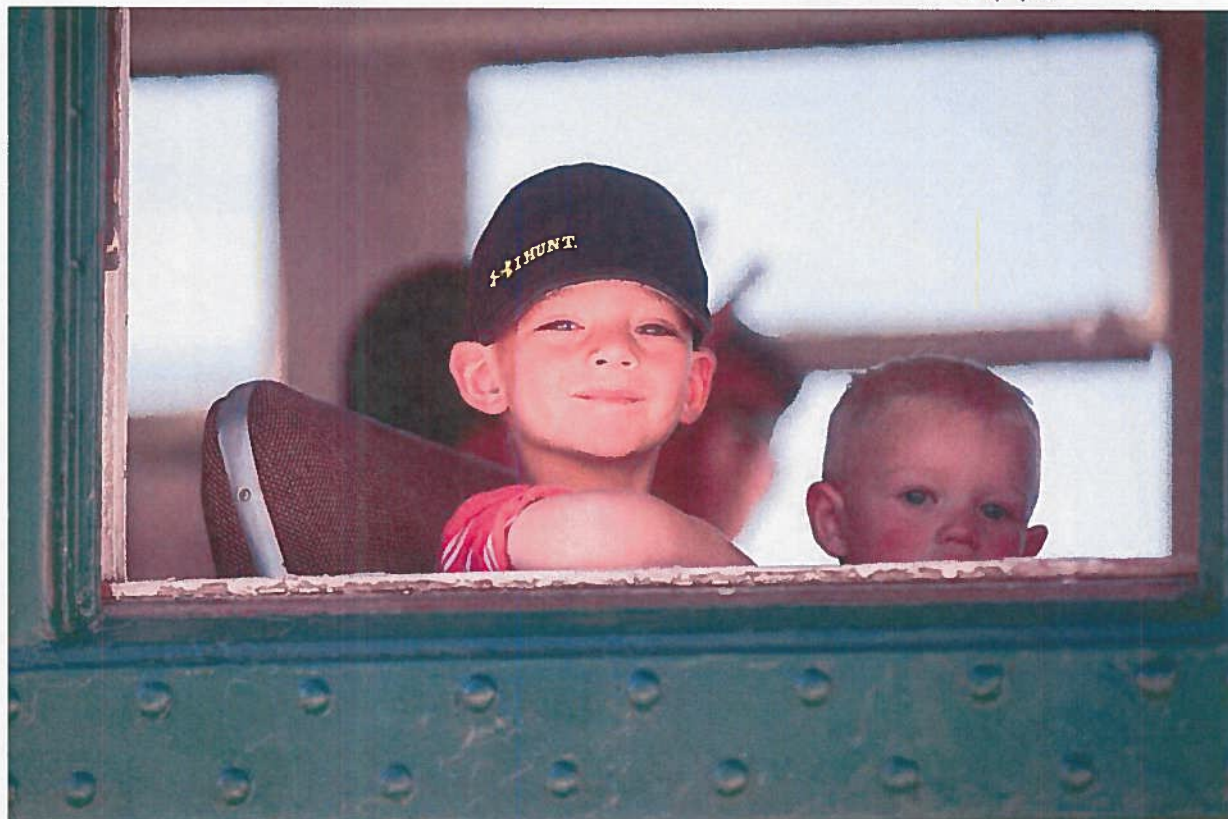
Our Star Trains are sold out for 2019 **AND** 2020. It started with CBS Sunday Morning on Christmas morning 2016 <https://www.cbsnews.com/news/on-the-trail-the-brilliance-of-the-night-sky/>

That story sold out the Star Trains for 2017, 2018 and 2019. The LA Times story sold out 2020. On August 2, we have CBS This Morning coming to do a story and the Las Vegas NBC affiliate to do stories on our Star Trains and we have no capacity. We are working with Great Basin National Park to add additional Star Trains to our 2020 and 2021 schedule. The short version is that a lot of people want to ride our Star Trains.

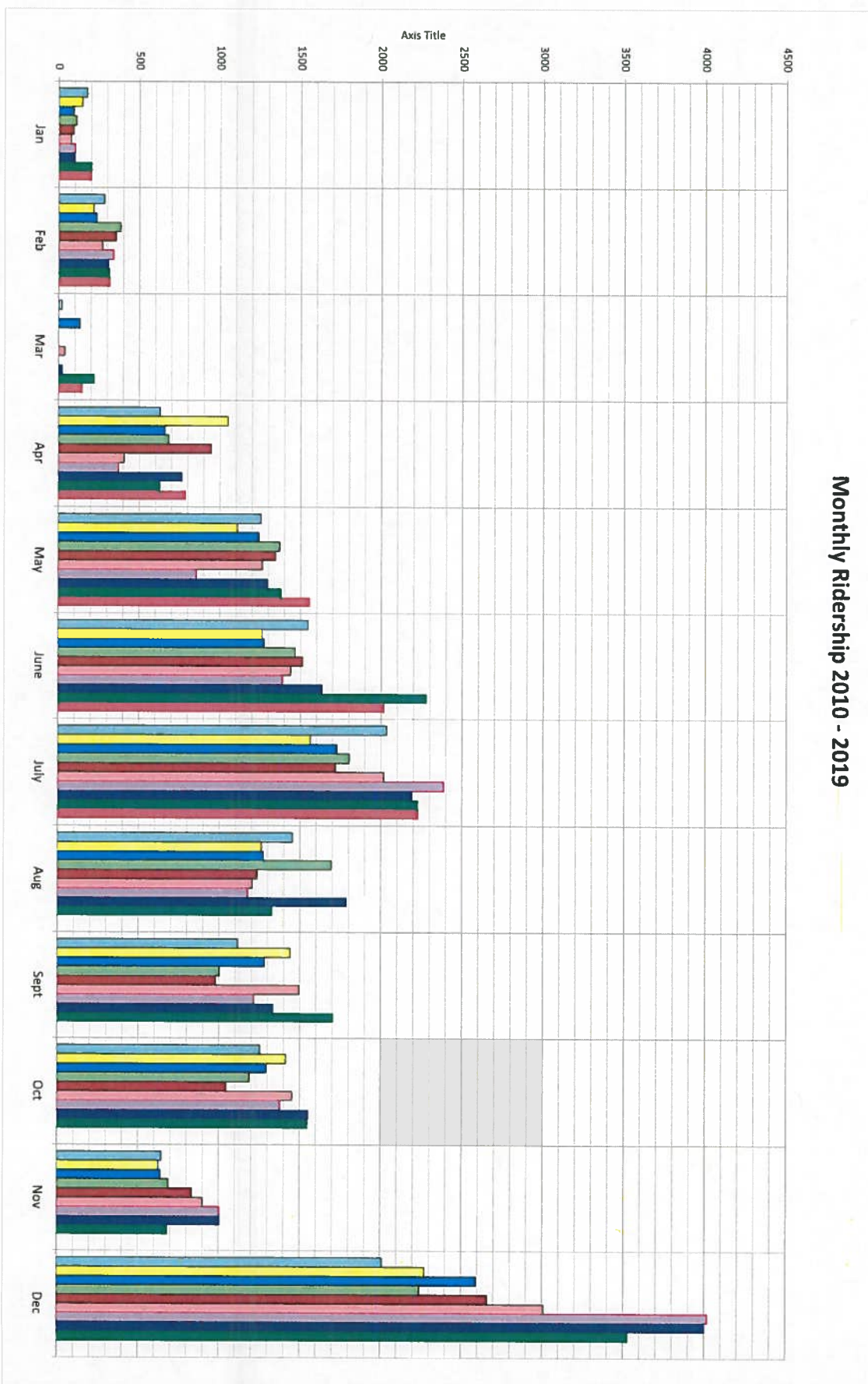


7. Best of Nevada - The Nevada Northern Railway was awarded Nevada Magazine's "Best Place to Take the Kids" for 2019. The award marks the 11th win for the Nevada Northern Railway in this Category.

We are a regular winner in this contest, which allows readers of Nevada Magazine to nominate and vote for their favorite locations throughout the state. Nevada Northern Railway first won in this category in 2007.



Monthly Ridership 2010 - 2019

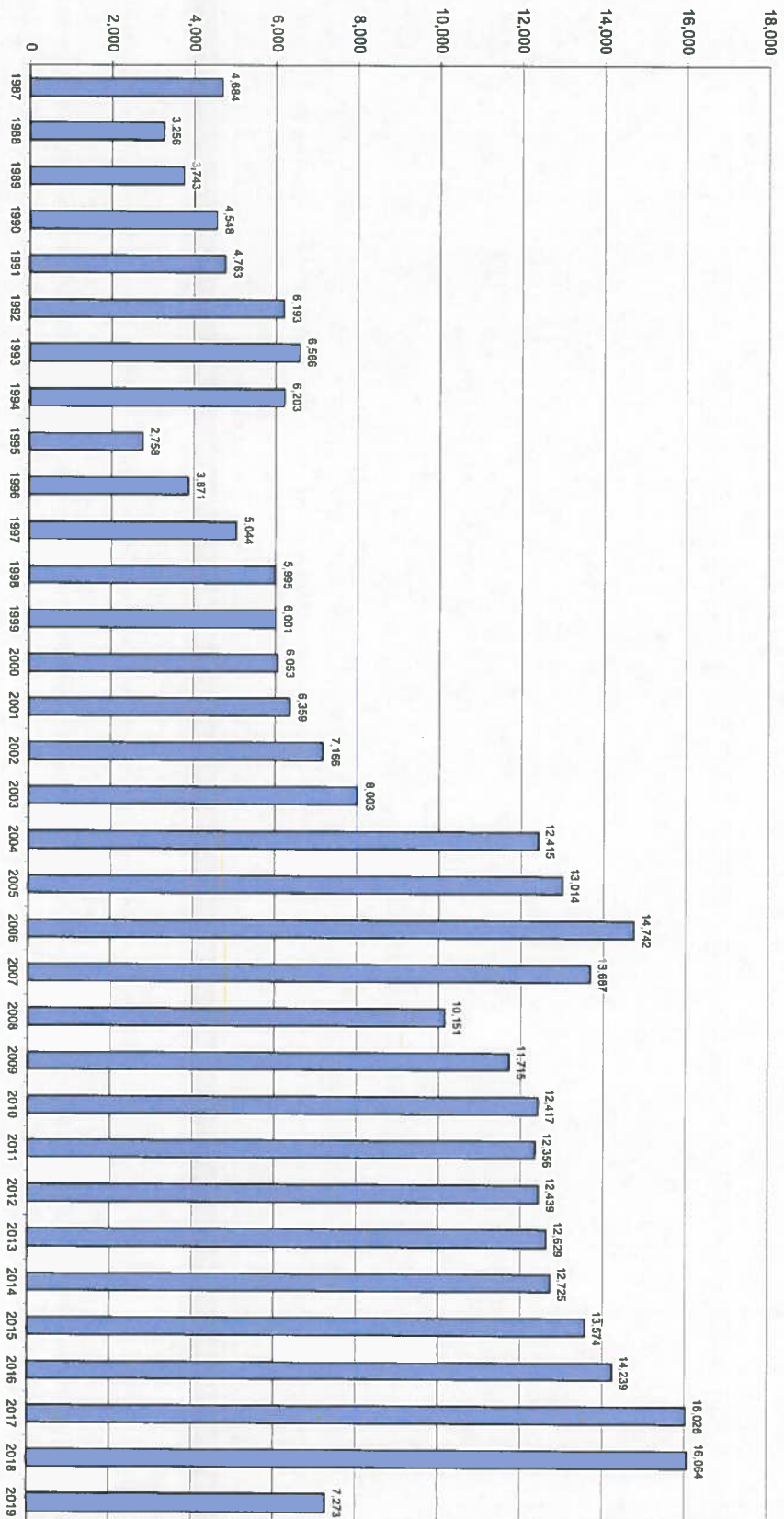


Total Ridership

1987 - 2019

296,672 Passengers

Through July 31, 2019



BILL NO. 2019-09
ORDINANCE NO. 726

An Ordinance Amending City Code Title 3, Chapter 3 Rental Businesses, changing the 0.5% room tax from being dedicated for use for “outdoor activities” to being placed in the City’s General Fund for the sole purpose of additional funding dedicated to the City of Ely Parks and Recreation Department and/or the Cemetery, increasing the 0.5% to 1% of gross room tax revenue beginning July 1, 2020, dedicating 2.5% of gross room tax revenue to be used specifically for the City of Ely Road Department effective July 1, 2020.

WHEREAS, N.R.S. 266.105 empowers the Ely City Council to pass ordinances necessary for the municipal government and the management of the affairs of the City, for execution of all powers vested in the City, and for making effective the provisions of Chapter 266 of the Nevada Revised Statutes; and

WHEREAS, N.R.S. 268.095 (1)(d) provides in pertinent part:

1. Except as otherwise provided in subsection 4 and NRS 268.0951, 268.0977 and 268.0979, the city council or other governing body of each incorporated city in this State, whether organized under general law or special charter, may:

(d) Use the proceeds of any tax imposed pursuant to this section on the revenues from the rental of transient lodging:

(1) To pay the principal, interest or any other indebtedness on any general or special obligations issued by the city pursuant to the laws of this State;

(2) For the expense of operating or maintaining, or both, any facilities of the city; and

(3) For any other purpose for which other money of the city may be used.

which authorizes the City Council to determine how to disburse the funds received from transit lodging taxes; and

WHEREAS, NRS 268.001 authorizes the City Council to determine how to address matters of local concern; and

WHEREAS, the City Parks and Recreation Department and Street Departments are funded from the General Fund, are used not only by residents of the City of Ely and White Pine County, but also used by those tourists who visit our great City; and

WHEREAS, the City Council finds that using proceeds from transient lodging, without increasing what is being charged to the consumer, is in the City’s best interests, to maintain and improve City Parks, the Cemetery and City Roads.

NOW, THEREFORE, the City Council of the City of Ely DOES AMEND ELY CITY CODE TITLE 3, CHAPTER 3, AS FOLLOWS:

Section 1: Ordinance Enactment

Section 3-3-5 shall be amended as follows:

D. Disposition Of Tax Revenue:

1. The recreation board is authorized and empowered to collect the proceeds of the license tax provided for in this chapter and to receive, control, invest and order the lawful expenditure of funds pertaining thereto and to enforce by all appropriate and lawful means the provisions of this chapter. Two percent (2%) of the total ~~eleven and one half percent (11.5%)~~ **thirteen and one half percent (13.5%)** of the room tax set forth in subsection A of this section shall be specially allocated and dedicated to the White Pine Historical Railroad Foundation. One percent (1%) of the total ~~eleven and one half percent (11.5%)~~ **thirteen and one half percent (13.5%)** of the room tax set forth in subsection A of this section shall be specially allocated and dedicated for use by the board for recreational and tourism purposes and for matching funds for grants relating thereto.

2. Effective July 1, ~~2016~~ **2020**, the one-half percent (0.5%) increase **previously** instituted **on July 1, 2016** ~~herein~~, shall be specially allocated and dedicated for use ~~for "outdoor activities" such as the golf course, for improving, extending and bettering recreational facilities as authorized by Nevada Revised Statutes 244A.597 to 244A.655, inclusive per Nevada Revised Statutes 268.095(1)(b)(5) solely by the City of Ely's Park and Recreation Department and/or Cemetery. For fiscal year 2016-2017 and annually thereafter, the recreation board shall budget the one half percent (0.5%) based on the previous year's actual income for distribution. Meaning, for fiscal year 2016-2017, the recreation board will use fiscal year 2015-2016 to set its budget. For fiscal year 2016-2017 only, one hundred percent (100%) of the one half percent (0.5%) increase will be dedicated for use solely by the White Pine County Golf Course. Annually thereafter, any outdoor activity within White Pine County meeting the requirements of this section may submit an application to the recreation board for these funds to improve, extend or better their outdoor recreational facility. (Ord. 699, 5-12-2016).~~ **Starting July 1, 2020, the White Pine County Tour and Recreation Board shall increase the distribution from 0.5% of the thirteen and one half percent (13.5%) gross transient room tax revenue fixed in subsection A of this section to 1.0% of the thirteen and one half percent (13.5%) to be disbursed to the City of Ely to be placed in the General Fund on a Quarterly basis for the sole benefit of the City's Park and Recreation and/or Cemetery Departments. This section does not and is not intended to increase the overall room tax, but redistributes how the room tax is allocated and used by the City of Ely.**

3. ~~Effective July 1, 2016, one half of one percent (0.5%) of the total eleven and one half percent (11.5%) of the room tax set forth in subsection A of this section shall be specially allocated and dedicated to the city of Ely pursuant to Nevada Revised Statutes 268.095(1)(d) to be used to pay the principal, interest or other indebtedness on any general or special obligations for infrastructure repair, maintenance or replacement, or for the expense of operating or maintaining or both of any facilities of the city, including, but not limited to, water distribution systems;~~

sewerage systems, or streets, roads and alleyways, or for any other purpose for which other money of the city may be used from the general fund.

~~4. — Effective July 1, 2017, one and one-half percent (1.5%) of the total eleven and one-half percent (11.5%) of the room tax set forth in subsection A of this section shall be specially allocated and dedicated to the city of Ely pursuant to Nevada Revised Statutes 268.095(1)(d) to be used to pay the principal, interest or other indebtedness on any general or special obligations for infrastructure repair, maintenance or replacement, or for the expense of operating or maintaining or both of any facilities of the city, including, but not limited to, water distribution systems, sewerage systems, or streets, roads and alleyways, or for any other purpose for which other money of the city may be used from the general fund.~~

53. Effective July 1, 2018, and annually thereafter, two and one-half percent (2.5%) of the total ~~eleven and one-half percent (11.5%)~~ **thirteen and one half percent (13.5%) gross revenue from** of the room tax set forth in subsection A of this section shall be specially allocated and dedicated to the city of Ely pursuant to Nevada Revised Statutes 268.095(1)(d) to be used to pay the principal, interest or other indebtedness on any general or special obligations for infrastructure repair, maintenance or replacement, or for the expense of operating or maintaining or both of any facilities of the city, including, but not limited to, water distribution systems, sewerage systems, ~~or streets, roads and alleyways,~~ or for any other purpose for which other money of the city may be used from the general fund. ~~(Ord. 698, 5-12-2016).~~

4. Effective July 1, 2020 and annually thereafter, two and one-half percent (2.5%) of the gross revenue from the thirteen and one half percent (13.5%) of the room tax set forth in subsection A of this section shall be specially allocated and dedicated to the city of Ely pursuant to Nevada Revised Statutes 268.095(1)(d) to be used specifically for the Road Department for road repairs, maintenance and replacement or for the expense of operating or maintaining or both any of the streets, roads and alleyways or for any other legal purpose for which other general fund money of the City may be used from the general fund for the Road Department.

5. Effective July 1, 2020 and thereafter, Section 3-3-5 provides a total of six percent (6%) of the gross revenues from transient room taxes will be disbursed to the City of Ely to assist in operating and maintaining those facilities used by residents of the City of Ely, White Pine County and tourists.

All other provisions of Section 3-3-5 not specifically amended herein shall remain unchanged.

Section 2. Effective Date. This ordinance shall become effective twenty (20) days after its passage, approval and publication according to law.

Section 3. Proposing Parties. The foregoing ordinance was proposed by Councilmember Ernie Flangas, at the regularly scheduled meeting of the Ely City Council on August 8, 2019, read by title and referred to the City Council of the City of Ely, as a committee of the whole.

Section 4. Notice.
publication as required by law.

Notice of filing of such ordinance was duly given by

Section 5. Reading.
and adopted by the following vote:

It was read in full at the regular meeting on _____

VOTE:

AYES: _____

NAYES: _____

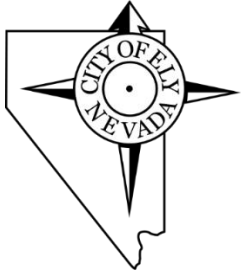
ABSENT: _____

Approved this _____ day of _____, 2019

NATHAN ROBERTSON, MAYOR

ATTEST:

JENNIFER LEE, CITY CLERK



CITY OF ELY

501 Mill Street Ely, Nevada 89301

City Hall (775) 289-2430

Fax (775) 289-1463

MEMO

Date: August 7, 2019

To: Mayor Robertson
City Council Members
City Clerk Lee

From: Public Works Supervisor Cracraft

RE: Gallons of water used at Golf Course

May 21, 2019:	Water turned on and meter read 571,100,000
June 27, 2019:	Meter read 573,474,000
July 15, 2019:	Meter read 573,800,000
July 22, 2019:	Meter read 574,500,000
July 23, 2019:	Meter read 574,683,000
July 30, 2019:	Meter read 575,400,000
August 7, 2019:	Meter read 575,842,000

Between July 22nd and July 23rd, 183,000 gallons of water was used. Since the beginning, it would be 4,742,000 gallons of water. To put that into perspective, the smaller tank above the Court House is a million-gallon tank.

Bryan R. Pyle, Esq.
bryanrpyle@gmail.com

July 25, 2019

VIA U.S. MAIL

Nathan Robertson, Mayor, and Members of the Ely City Council
City of Ely, Nevada
501 Mill Street
Ely, Nevada 89301

Re: Proposal for City Attorney Civil Legal Services

Dear Mayor Robertson and Members of the City Council,

Thank you for taking the time to review this proposal. The selection of legal counsel is an important decision. I appreciate the opportunity to submit my proposal to provide the City of Ely's civil legal work and look forward to the possibility of working with the City of Ely in the future.

General Background

I currently serve as the Civil Deputy District Attorney for the White Pine County District Attorney's Office. I received my B.A., *with honors*, in Film and Digital Media Production from the University of California Santa Cruz and my J.D., *with distinction*, from the University of the Pacific, McGeorge School of Law. During law school, I received Witkin Awards for the highest grades in my Evidence and Intellectual Property & Unfair Trade classes. I also interned for a United States Magistrate Judge.

Following my graduation from McGeorge in 2010, I moved to Ely and served over two years as a law clerk to the Honorable Steve L. Dobrescu, the Honorable Gary D. Fairman, and the Honorable Dan L. Papez (Ret.). After my clerkship, I moved back to California where I worked as a staff attorney and mediator for the California Superior Court in Sacramento and as a Senior Program Analyst in the Professional Responsibility (Ethics) department of the State Bar of California in San Francisco.

In 2017, I returned to Ely with my wife and daughter after receiving a call from District Attorney Mike Wheable offering me a position with his office as the first Deputy District Attorney dedicated solely to civil work. Since returning to Ely, I have also been hired by the William Bee Ririe Hospital District to serve as its part-time in-house counsel.

Terms of Proposal

If selected I would be available to perform all of the civil law duties traditionally associated with a city attorney, including:

1. Providing legal advice and counsel to the City of Ely acting through its officials, including the Mayor, the City Council, and City departments.
2. Attending Ely City Council meetings to ensure the City of Ely's compliance with Nevada Open Meeting Law.
3. Providing legal advice and direction to ensure the City of Ely's policies and actions conform with applicable Federal, state and local laws.
4. Reviewing and drafting opinions, agreements, ordinances, resolutions, leases and other City-related documents.
5. Defending and initiating, when necessary, legal actions on behalf of the City of Ely.
6. Oversight of the City of Ely's Municipal Code

I would complete this work for a flat monthly fee of \$4,170.00, payable the month subsequent to the month the work was performed.

The scope of my legal work for the City of Ely would not include the criminal duties of a prosecuting attorney or taking legal action against my primary employer, White Pine County.

Advantages of Proposal

Some of the benefits of this proposal include:

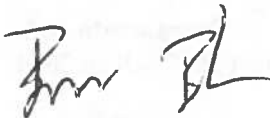
- **Savings from Benefits:** By hiring me as a contract attorney, the City will not be responsible for paying for my health insurance, life insurance, or PERS contributions. The City would likewise not be responsible for paying for my continuing legal education or my professional license fees.
- **Enabling the City to Hire a Dedicated Criminal Attorney:** By contracting with me to handle the City of Ely's civil legal work, the City would be able to engage in a similar contract with an experienced criminal law attorney who would be able to focus on the City's criminal prosecution needs without the burden of also having to handle an area of law that may be outside that attorney's area of expertise.
- **Cost Effective:** In 2018, the City of Ely paid its City Attorney \$158,706.42 in pay and benefits. Under my proposal, the City of Ely could contract with me and an experienced criminal prosecutor while simultaneously reducing its annual legal costs.
- **Experience:** As the District Attorney's Office's only Deputy District Attorney dedicated exclusively to civil matters, I currently handle the vast majority of the

civil work done by the District Attorney's Office, including drafting and reviewing contracts and counseling White Pine County on contract and human resources issues. I attend the open meetings of the County and Fire Commissions and ensure their compliance with Nevada Open Meeting Law. In addition to providing the County with legal advice and counsel, I likewise draft ordinances, resolutions, and other legal documents on its behalf. I currently provide substantially similar legal work to the William Bee Ririe Hospital District.

Conclusion

I appreciate you taking the time to consider my proposal. As the City of Ely works through its selection of legal counsel, please let me know if there are additional questions or if further information would assist the City in its decision. I look forward to meeting with you to discuss this proposal in detail and to answer any questions you may have.

Sincerely,

A handwritten signature in dark ink, appearing to read "Bryan Pyle", with a stylized flourish at the end.

Bryan Pyle

BRYAN RICHARD PYLE, ESQ.

bryanrpyle@gmail.com NV License #14332, CA License # 289086

EXPERIENCE

White Pine County District Attorney's Office

Ely, NV

Civil Deputy District Attorney

March 2017 – Present

- Provide legal advice and counsel to White Pine County acting through its Board and Officers.
- Draft County ordinances and resolutions. Monitor County compliance with Nevada Open Meeting Law.
- Draft and review contracts involving the County and its respective departments.
- Provide legal advice and draft documents related to Human Resources issues within the County.
- Handle all Juvenile Dependency cases within the County before the Seventh Judicial District Court.

William Bee Ririe Hospital District

Ely, NV

In-House Counsel

August 2018 – Present

- Provide legal advice and counsel to Hospital District acting through its Board of Trustees and CEO.
- Attend open meetings and monitor compliance with Nevada Open Meeting Law.
- Draft and review contracts involving the Hospital District.
- Provide legal advice and draft documents related to human resources issues within the Hospital District.

State Bar of California, Office of Professional Competence

San Francisco, CA

Senior Program Analyst

June 2014 – April 2017

- Assisted attorney callers by identifying and analyzing professional responsibility-related issues.
- Monitored and researched professional responsibility-related authorities for publication.
- Monitored attorney Americans with Disabilities Act demand letter compliance.
- Assisted the revision of the California Rules of Professional Competence.

Regional Human Rights/Fair Housing Commission Advisory Clinic

Sacramento, CA

Staff Attorney/Mediator

August 2013 – June 2014

- Advised litigants regarding unlawful detainer and small claims matters.
- Mediated unlawful detainer and small claims cases.

Chambers of Hon. Steve L. Dobrescu, Hon. Gary D. Fairman, Hon. Dan L. Papez, Seventh Judicial District Court of the State of Nevada

Ely, NV

Law Clerk

May 2011 – August 2013

- Conducted legal research, drafted proposed orders and bench memoranda.
- Administered Seventh Judicial District Drug Court program.
- Lectured on Fourth Amendment law at annual Nevada Department of Wildlife training seminar.

Chambers of Hon. Kendall J. Newman, U.S. District Court, CAED

Sacramento, CA

Judicial Extern

August 2010 – December 2010

- Conducted legal research, drafted proposed orders and bench memoranda.

Law Office of Anthony T. Caso

Sacramento, CA

Law Clerk

May 2010 – August 2010

- Researched, drafted, and responded to pleadings, motions, and discovery.
- Managed client relationships and prepared cases for trial using case management software.

University of the Pacific, McGeorge School of Law

Sacramento, CA

Research Assistant

May 2009 – May 2010

- Conducted scholarly research for Professors McCaffrey, Wong, Garcia Uhrig, and Yelapaala.

Dreyer Babich Buccola Wood Campora, LLP

Sacramento, CA

Law Clerk to Christopher W. Wood, Esq.

May 2008 – April 2009

- Handled client intakes and managed client relationships. Reviewed medical records.
- Researched and drafted motions and memoranda. Responded to discovery requests.
- Prepared cases for trial using case management software and Powerpoint. Trained new law clerks.

EDUCATION

University of the Pacific, McGeorge School of Law

Sacramento, CA

Juris Doctor, *with Distinction*

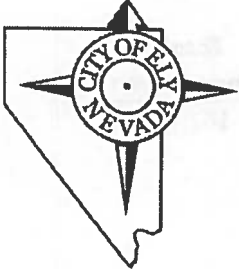
December 2010

University of California, Santa Cruz

Santa Cruz, CA

Bachelor of Arts, *with Honors*. Film and Digital Media Production

December 2001



CITY OF ELY

501 Mill Street Ely, Nevada 89301

City Hall (775) 289-2430

Fax (775) 289-1463

Date: August 2, 2019

To: Mayor Robertson
Council Members
Jennifer Lee, City Clerk

From: Janette Trask, City Treasurer 

RE: Contracts for Legal Services vs Previous Legal Services

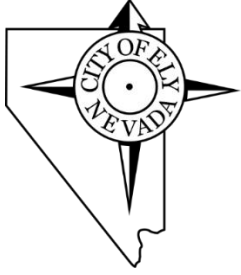
City of Ely's on staff legal counsel for the current fiscal year would cost approximately \$167,768.00. (Worksheet attached) This includes salary and all benefits paid by the City of Ely. The two contract proposals, one for Civil Legal Services for \$50,040.00 and one for Criminal Legal Services for \$60,000.00, would be a yearly cost of \$110,040.00. The savings to the City would be approximately \$57,728.00.

If you have any questions, please contact me.

Previous Legal Council

FY19-20

<i>Salary</i>	<i>Medicare 1.45%</i>	<i>SUTA 1.15%</i>	<i>Work Comp 3.67%</i>	<i>PERS 29.25%</i>	<i>Group Insurance</i>	<i>Life Ins Estimate</i>	<i>Total Compensation</i>
\$ 107,625.00	\$ 1,560.56	\$ 1,237.69	\$ 3,949.84	\$ 31,480.31	\$ 20,503.20	\$ 1,411.25	\$ 167,767.85



CITY OF ELY

501 Mill Street Ely, Nevada 89301

City Hall (775) 289-2430

Fax (775) 289-1463

Date: Aug 1, 2019

To: Mayor Robertson
City Council Members

From: Russell Merritt - Street Department Leadman

Subject: Monthly Report – Street Department

STREET DEPARTMENT

During the month of July the street department Dura patched upper east Ely (8th 10th 11th Ave N) Put up OHV signage, Helped dura patch county roads, Made repairs to (street sweep, dura patcher). And swept city streets.

During the month of August we will continue the daily maintenance of city streets (filling pot holes, sweeping), We will be completing the Mill street project and starting a new road stabilization project on Belfort

GRANT OF EASEMENT

This EASEMENT Agreement (hereinafter referred to as "EASEMENT"), made and entered into this ____ day of _____, 2019 by and between **AIRTOUCH CELLULAR INC., DBA VERIZON WIRELESS**, hereinafter referred to as "GRANTEE" and the **CITY OF ELY**, hereinafter referred to as "GRANTOR".

WITNESSETH:

WHEREAS, GRANTOR leases a portion ("Premises") of certain property ("GRANTOR's Property") legally described in Exhibit 1 attached hereto and owned by GRANTOR to GRANTEE pursuant to the Lease Agreement dated June 10, 1991, as amended by the First Amendment to Lease Agreement dated October 27, 2009; and

WHEREAS, the Premises now needs to be connected via underground fiber optic cable to the utility point of connection; and

WHEREAS, the GRANTOR is authorized to award this EASEMENT to GRANTEE under and through GRANTOR's Property for the benefit of the residents of GRANTOR pursuant to N.R.S. 268.059(1) without appraisal as the GRANTEE is a public utility as that term is defined in NRS 704.027; and

WHEREAS this EASEMENT went before the City Council at its regularly scheduled meeting on or about August 8, 2019 and was approved by the City Council as being in the public interest.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. For and in consideration of the mutual covenants contained herein, the receipt and adequacy of which are hereby acknowledged, GRANTOR hereby conveys unto GRANTEE, together with its/their successors and assigns and licensees, but only to the extent that GRANTOR owns rights in the Easement Premises (as hereafter defined), a perpetual easement and right of way and right to place, lay, bury, construct, install, repair, maintain, replace, upgrade, relocate, and remove fiber optic cables through which voice, data, video or other signals are transmitted, conduits, inner ducts, hand holes, splice vaults, and other related facilities appropriate for installation, use, or maintenance of such fiber optic cable (collectively, the "Telecommunications System"), under, through and/or across the Easement Premises. The Easement Premises means all that real property that is included within the legal description set forth in this grant of EASEMENT attached hereto as Exhibit 2 and incorporated herein by reference.

2. The EASEMENT shall not include the right to construct on the Easement Premises any buildings or other structures.

3. The EASEMENT shall include the right of reasonable ingress and egress to and from the Easement Premises over the GRANTOR's Property at all times, for the installation, operation and maintenance of the Telecommunications System. GRANTEE shall not be liable for

damages caused by its removal of undergrowth and brush within the Easement Premises necessary or appropriate for the enjoyment of the EASEMENT. Nothing contained herein shall constitute a waiver of any right that GRANTOR may have for any damages to GRANTOR's Property outside of the Easement Premises caused by GRANTEE's action. If GRANTEE's actions cause damage to any of GRANTOR's existing improvements, which are within the Easement Premises, GRANTEE shall repair such damage within thirty (30) days after GRANTEE's receipt of written notice thereof.

4. From and after the date first appearing on this EASEMENT, subject to all the restrictions and limitations stated herein, the EASEMENT includes the right to install, replace, modify, maintain and upgrade the Telecommunications System contemplated herein within the Easement Premises.

5. The EASEMENT includes all rights necessary to the lawful occupation of the Easement Premises by GRANTEE, that is owned or operated by either (a) GRANTEE, or (b) any person or entity to which GRANTEE sold, granted, leased, or otherwise transferred or may hereafter sell, grant, lease, assign, or otherwise transfer, all or any part of the rights in or use of such EASEMENT for the purposes stated herein.

6. No oil, gas, or other mineral rights are granted by this instrument.

7. GRANTOR shall not, nor shall GRANTOR authorize others to, construct or create any road, reservoir, excavation, obstruction, structure, or building or change the land grade on, in, over, under, through, or across the Easement Premises without the prior written consent of GRANTEE, but maintains the right to maintain or cause to have maintained any existing roads, obstructions, structures or buildings already in existence as of the date of this EASEMENT.

8. It is understood and agreed that the EASEMENT is not exclusive and is subject to all pre-existing uses and pre-existing rights of record to use the Easement Premises, whether such uses are by GRANTOR or others and whether for surface uses, crossings, or encroachments by communication companies or utilities. It is further understood and agreed that GRANTOR retains all of its existing rights, if any, to grant, convey, assign, and restrict any and all rights (including future rights and uses) on the Easement Premises, provided, however, and notwithstanding the foregoing, that GRANTOR shall not use or authorize others to use the Easement Premises in a manner that interferes with or impairs in any way GRANTEE's use and quiet enjoyment or the exercise by GRANTEE of the rights granted herein.

9. Subject to the terms hereof, GRANTEE shall have all other rights and benefits necessary or useful to the full and complete enjoyment and use of the EASEMENT for the purposes stated herein, including the right to sell, grant, lease, or otherwise transfer all or any part of the rights in or use of the Easement Premises.

10. GRANTOR warrants that it is the owner of the interest hereby conveyed and that GRANTOR has authority to make this conveyance and enter into this EASEMENT.

11. This EASEMENT is executed and delivered by GRANTOR for the purpose of granting the EASEMENT to GRANTEE in, on, over, under, through and/or across the Easement Premises to the full extent of GRANTOR's right, title or interest in or to the Easement Premises, and the EASEMENT granted hereby shall affect the Easement Premises only to the extent of GRANTOR's right, title, and interest therein. GRANTOR and GRANTEE agree that this EASEMENT shall not grant any rights to the Easement Premises, or any portion thereof, in which GRANTOR holds no right, title or interest.

12. No rights reserved to GRANTOR herein shall be deemed to expand rights reserved to GRANTOR under any other easement, right of way, license, lease, or any similar instrument or court order.

13. No limitation herein on the rights of GRANTEE shall be deemed to limit rights heretofore granted by GRANTOR or its predecessors in interest under any other easement, right of way, license, lease, or any similar instrument or court order.

14. Indemnification of GRANTOR. GRANTEE agrees to indemnify, hold harmless, and to defend GRANTOR and all of its servants, agents, employees and assigns, from and against all liability for injuries to or deaths of persons or damages to property caused by GRANTEE's use and occupation of the Easement Premises and by GRANTEE's negligence; provided GRANTEE shall not be liable for injuries to or deaths of persons or damages to property caused by the negligence of GRANTOR or the agents, employees, servants or assigns of the GRANTOR. Each party hereto shall give to the other prompt and timely notice of any claim made or suit instituted in connection with this EASEMENT coming to its knowledge which in any way directly, or indirectly, contingently or otherwise affects or might affect either party. Neither party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

15. Insurance. GRANTEE shall keep and maintain commercial general liability insurance with a limit of \$2,000,000 per occurrence for bodily injury and property damage and \$2,000,000 general aggregate which shall include the GRANTOR an additional insured as its interest may appear under this EASEMENT. GRANTEE shall furnish the GRANTOR with a certificate of insurance evidencing the coverage maintained.

16. Assignment and Sublease. GRANTEE shall not in any manner, directly or indirectly, assign, hypothecate or transfer this EASEMENT or any interest therein, or sublet the Easement Premises, or any portion thereof, to another party, without the written consent of the GRANTOR first being obtained in a public meeting as required by NRS 241 or subsequent enactment of legislation by the state of Nevada governing and controlling public meetings then in existence. Notwithstanding the foregoing, this EASEMENT may be sold, assigned or transferred by GRANTEE without any approval or consent of GRANTOR to GRANTEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of GRANTEE's assets in the market defined by the Federal Communications Commission in which

GRANTOR's Property is located by reason of a merger, acquisition or other business reorganization.

17. Anti-discrimination. GRANTEE shall comply with all applicable anti-discrimination laws.

18. The terms and provisions of this instrument shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, personal representatives, and heirs.

19. This instrument fully sets forth the terms and conditions of the EASEMENT. There are no oral or other written agreements between GRANTOR and GRANTEE that modify, alter, or amend this instrument.

20. GRANTOR agrees to execute a Memorandum of this EASEMENT, and any amended Memorandum of EASEMENT reflecting any material modifications to this EASEMENT, which GRANTEE may record in the office of the County Clerk of White Pine County, Nevada.

21. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

GRANTOR:

City of Ely
Attn: City Clerk
501 Mill Street
Ely, Nevada 89301

GRANTEE:

AirTouch Cellular Inc.,
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate
Site: Ely DT

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

TO HAVE AND TO HOLD the EASEMENT, rights and privileges unto GRANTEE, its successors and assigns in perpetuity or until such time as GRANTEE shall cause the EASEMENT to be released of record.

For GRANTOR:
City of Ely

Nathan Robertson, Mayor
City of Ely
Date: _____

Attested to by:

Jennifer Lee, City Clerk

For GRANTEE:
**AirTouch Cellular Inc., d/b/a Verizon
Wireless**

By: _____
Name: _____
Its: _____
Date: _____

EXHIBIT 1

Legal Description of GRANTOR's Property

The land referred to herein is situated in the State of Nevada, County of White Pine, described as follows:

Beginning at the Northeast corner, whence the East quarter corner Section 16, Township 16 North, Range 63 East, M.D.B.&M., bears North 85°26'20" West, 1374.46 feet;

Thence South 85°26'20" West, 1392.55 feet;

Thence South 11°37' East, 303.27 feet;

Thence North 79°02'20" East, 863.77 feet;

Thence North 71°26' East, 326.16 feet;

Thence North 54°37'30" East, 142.75

Thence North 43°08'25" East, 78.22 feet to the place of beginning.

Assessor's Parcel Number 001-101-01

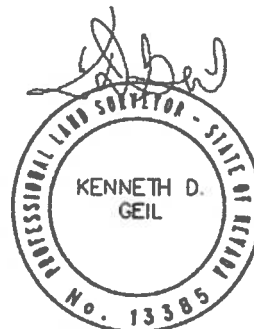
EXHIBIT 2

Legal Description of Easement Premises

Easement Area Description

All that certain easement area, being six feet in width, and being a portion of the NW 1/4 of the SE 1/4 of Section 16, Township 16 N., Range 63 E., M.D.B. & M., located in the County of White Pine, State of Nevada, the centerline of which is more particularly described as follows:

Commencing at a rebar and cap stamped PLS8341 set at the Southeast corner of the existing A.T. & T. lease area (Shown as 50' x 50' lease area on Record of Survey) as is shown on that certain Record of Survey prepared by Grange Surveying Inc, with a completion date of January 18, 2005 for PB Architects; thence from said Point of Commencement North 36°48'11" East 73.78 feet more or less to a point lying three feet Southwesterly of the Northwest corner of the existing Verizon Wireless lease area; thence Southeasterly parallel to and three feet Southwesterly of the Southwest line of said Verizon Wireless lease area South 09°47'42" East 44.30 feet; thence leaving said Southwesterly line South 80°12'18" West 89.1 feet more or less to the existing SBC Manhole.



EXP. 06-30-19

EXHIBIT 1

Ely

LEASE AGREEMENT

THIS LEASE made and entered into by and between CITY OF ELY, a Municipal Corporation of the State of Nevada, hereinafter referred to as "LESSOR" and PACTEL CELLULAR, a California Corporation, hereinafter referred to as "LESSEE".

W I T N E S S E T H

WHEREAS, the CITY OF ELY is the owner of a certain tract of land located on or near the city gravel pit, which location is a portion of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ Section 16, T. 16N., R. 63E., M.D.B.&M., within the City of Ely, County of White Pine, State of Nevada; and

WHEREAS, the CITY OF ELY is authorized to lease real property for the benefit of the City pursuant to N.R.S. 266.265; and

WHEREAS, PACTEL CELLULAR, desires to lease certain premises in connection with the real property described herein, and the CITY OF ELY is willing to lease the same to PACTEL CELLULAR, upon the terms and conditions hereinafter stated;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE I

PREMISES

SECTION 1.01. Leased Premises. Lessor leases to Lessee and the Lessee hires from Lessor, that certain real property situated in the City of Ely, County of White Pine, State of Nevada, and more particularly described on Exhibit "A1", and made a part hereof. As used herein, the term "premises" refers to the real property above described and to any improvements located thereon from time to time during the term hereof.

The premises which is the subject of this Agreement is contained within Lessor's Premises, is approximately two thousand five hundred (2,500) square feet, is more specifically described as a fifty (50) foot by fifty (50) foot parcel of land, and is situated substantially as shown on Exhibit "A2" attached hereto and by this reference incorporated herein.

ARTICLE II

TERM

SECTION 2.01. Duration of Agreement. The term of this Agreement shall be for a period of twenty (20) years, commencing on February 11, 1991, through February 10, 2011, the date of signature by the parties notwithstanding and subject to periodic review as provided herein in Section 3.01.

ARTICLE III

RENTAL

SECTION 3.01. Rate. Lessee agrees to pay Lessor for the use of the premises hereunder a yearly rental of One Thousand Two Hundred Dollars (\$1,200.00), payable in advance on the first day of each month, and continuing thereafter on the first day of each month during the first five (5) years of the term of this Agreement. After the first five (5) year period and each successive five (5) year period during the term of this Lease the provision for the amount of rent as stated herein shall be reviewed and renegotiated.

SECTION 3.02. Taxes and Assessments as Additional Rent. In addition to the rent payable under this Articles, Lessee shall pay and discharge promptly as the same becomes due and before delinquency all taxes and assessments, whether general or special, of every kind which may be levied or assessed or become a lien on or against the demised premises or any part thereof, or any buildings or improvements on the demised premises, or on or against the leasehold of Lessee, during the term of this Agreement.

ARTICLE IV

OBLIGATION OF CITY

SECTION 4.01. Quiet Possession. City hereby covenants that City has good right to lease the premises for the term of this Agreement and that Lessee, upon paying the rent and performing and observing the other covenants to be performed and kept by it as provided in this agreement, shall have the peaceful and quiet possession of the premises during the term hereof.

ARTICLE V

USE OF PREMISES BY LESSEE

SECTION 5.01. Use of Premises. Lessee hereby agrees to use the demised premises for the purpose of constructing, maintaining, and operating a cellular communications facility,

including required antennae, and for any other uses which are incidental thereto. Lessee agrees not to use the demised premises for any other purpose without first obtaining the written consent of Lessor. Lessee's cessation of the use of said premises as a portion of its location of equipment as set forth above shall cause the immediate termination of this Lease and all rights thereunder.

ARTICLE VI

CONSTRUCTION OF NEW FACILITIES

SECTION 6.01. Improvement Requirements. In the event that Lessee installs any type of structure on the demised premises, such structure shall be of such a color that it would blend with the surrounding landscape in the area. All preliminary plans and specifications for said building shall be submitted to the Lessor within thirty (30) days after the date hereof.

Lessor shall give its written approval for any revisions required by Lessor, within thirty (30) days after submission of the plans and specifications. The Lessor shall not unreasonably withhold such approval, and in the event of disapproval, Lessor shall give Lessee an itemized statement of reasons therefore. Failure of Lessor to inform Lessee in writing of its objection within thirty (30) days shall constitute Lessor's approval of such plans and specifications.

SECTION 6.02. Lessee shall commence construction of the improvements within Ninety (90) days following approval of plans by Lessor.

SECTION 6.03. Compliance with Law in Construction of Building. Any building or buildings hereinafter built on the leased premises by Lessee shall be constructed and maintained in compliance with the laws of the State of Nevada, and the fire, building and health ordinances and codes of the City of Ely, County of White Pine, State of Nevada, and shall be built under the inspection and subject to lawful requirements of the Regional Planning Commission of White Pine County, the agency authorized by law to inspect and make rules covering the erection of buildings and their construction. The costs of all permits and fees shall be the sole responsibility of the Lessee.

SECTION 6.04. Ownership Upon Termination/Restoration of Site. At the option of Lessor, it is expressly acknowledged and understood by Lessor and Lessee that all improvements excluding buildings, erected and constructed or affixed by Lessee to or on the demised premises shall be at the termination of the Agreement, for any cause, become part of the land to be surrendered to the City, its successors or assigns, or in the alternative, Lessor may cause Lessee to immediately remove the

improvements and restore the land to its original condition. It is agreed and understood that Lessee shall retain the right to remove any buildings belonging to Lessee from the demised premises any time during this Agreement.

ARTICLE VII

OBLIGATIONS OF LESSEE

SECTION 7.01. Waste and Nuisance Prohibited. During the term of this Agreement Lessee shall not commit, or suffer to be committed, any waste on the demised premises, or any nuisance.

SECTION 7.02. Maintenance of Improvement. Lessee shall, throughout the term of this Agreement, at its own cost, and without any expense to the Lessor, keep and maintain the premises, including all buildings and improvements of every kind which may be a part thereof, and all appurtenances thereto, including sidewalks adjacent thereto, in good, sanitary, and neat order, condition and repair, and, except as specifically provided herein, restore and rehabilitate any improvements of every kind which may be destroyed or damaged by fire, casualty or any other cause whatsoever.

SECTION 7.03. Utilities. Lessee shall fully and promptly pay for all water, gas, heat, light, power, telephone service, and other public utilities of every kind furnished to the premises throughout the term hereof, and all other costs and expenses of every kind whatsoever of or in connection with the use, operation, and maintenance of the premises and all activities conducted thereon, and County shall have no responsibility of any kind for any thereof.

SECTION 7.04. Liens. Lessee shall keep all the premises and every part thereof and all buildings and other improvements at any time located thereon free and clear of any and all mechanics, materialmen, and other liens for or arising out of or in connection with work or labor done, service performed, or materials or appliances used for furnished for or in connection with any operations of the Lessee. Lessee shall give Lessor written notice no less than thirty (30) days in advance of the commencement of any construction, alteration, addition, improvement, or repair estimated to cost in excess of Five Thousand Dollars (\$5,000.00) in order that Lessor may post appropriate notices of Lessor's non-responsibility.

SECTION 7.05. Indemnification of Lessor. Lessee agrees to indemnify, hold harmless, and to defend Lessor and all its servants, agents or employees from and against all liability for injuries to or deaths of persons or damages to property caused by Lessee's use and occupancy of the demised premises and its operation at the certain tract of land located on or near the

city gravel pit caused by its negligence; provided that Lessee shall not be liable for injuries to or deaths of persons or damages to property caused by negligence of Lessor or the agents or employees of the Lessor. Each party hereto shall give to the other prompt and timely notice of any claim made or suit instituted coming to its knowledge which in any way directly, or indirectly, contingently or otherwise affects or might affect either.

SECTION 7.06. Insurance. Lessee shall keep and maintain liability insurance which shall include the Lessor as an additional insured against liability, to minimums for bodily injury or One Hundred Fifty Thousand Dollars (\$150,000.00) for each person, Four Hundred Fifty Thousand Dollars (\$450,000.00) for each accident, and One Hundred Fifty Thousand Dollars (\$150,000.00) for property damage. Lessee shall furnish the Lessor a copy of the policy of insurance issued in accordance herewith which insurance must be effective before Lessee commences operations.

SECTION 7.07. Assignment and Sublease. Lessee shall not in any manner, directly or indirectly, assign, hypothecate, or transfer this Agreement or any interest therein, or sublet the premises, or any portion thereof, without the written consent of the Lessor first hand and obtained. Notwithstanding the foregoing, however, Lessee shall not require Lessor's consent in order to assign this Agreement, or to sublease the Premises to any "affiliate" of PacTel Cellular, or to any partnership in which PacTel Cellular or any "affiliate" of which PacTel Cellular participates. As used herein, an "affiliate" of PacTel Cellular shall mean any entity which controls, is controlled by, or is under common control with PacTel Cellular.

SECTION 7.08. Construction of Fence. Lessee shall in connection with the construction of the building construct a minimum of an eight foot (8') high chain link fence surrounding the premises.

SECTION 7.09. Location of Building. Lessee shall not locate the building between the ground and any overhead cables and/or wires.

SECTION 7.10. Ingress and Egress. Lessor grants to Lessee an irrevocable, non-exclusive easement (during the term of this Agreement) for ingress and egress to and from the Premises (seven (7) days a week, twenty-four (24) hours a day) and to install and maintain utility wires, cable conduits and pipes over, under and along a twelve (12) foot right-of-way extending from the premises to the nearest public right-of-way. Lessee shall be responsible for the construction and maintenance of any road necessary for ingress and egress to the location of the premises described in this Agreement.

ARTICLE VIII

DEFAULT AND TERMINATION

SECTION 8.01. Termination. Lessor may terminate this Agreement by giving Lessee thirty (30) days advance written notice by personal service or by certified mail addressed to Lessee at the address hereinafter given an occurrence of the following events:

- (a) The default by Lessee in the performance of any covenant or agreement herein required to be performed by Lessee in the failure of Lessee to remedy such default for a period of thirty (30) days following the receipt of a notice given by Lessor to Lessee to remedy the same.

SECTION 8.02. Attorney's fees and Court Costs. In the event that there is a default under this Agreement and it becomes necessary for any party hereto to employ the services of an attorney, either to enforce or to terminate this Agreement, with or without litigation, the losing party or parties to the controversy shall pay to the successful party or parties a reasonable attorney's fee and, in addition, such reasonable costs and expenses as are incurred in enforcing or terminating this Agreement.

SECTION 8.03. Waiver of Default. In the event of default under this Agreement by any party hereto, and if such default is waived by the other party or parties, such waiver shall not constitute a waiver of any subsequent default by any party, and shall not serve to vary the terms of this Agreement.

SECTION 8.04. Lessee shall notify Lessor of Lessee's exercise of its right to terminate this Lease, and this Lease shall terminate one year after Lessor's receipt of such notice. Such termination shall relieve both parties of any further obligations under this Lease, although each shall continue to have any and all remedies for any breach of a lease obligation which occurred prior to the date of termination.

ARTICLE IX

MISCELLANEOUS

SECTION 9.01. Right of Inspection. Lessor at all times throughout the term of the Lease shall upon providing forty-eight (48) hours written notice to Lessee be able to inspect the demised premises.

SECTION 9.02. Entire Agreement. It is hereby expressly understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties related to the subject matter hereof.

SECTION 9.03. Modification. No alteration or other modification of this Agreement shall be effective unless such modification shall be in writing and signed by the parties hereto.

SECTION 9.04. Assignments. No party to this Agreement shall assign the Agreement, nor any interest, without the written consent of the other, for the exception of such occurrence as stated in Section 7.07 above.

SECTION 9.05. Severability. If any provisions of this Agreement are held invalid, such invalidity shall not affect other provisions and each provision is hereby declared to be severable.

SECTION 9.06. Governing Law. All questions with respect to the construction of this Agreement and the rights and liabilities of the parties hereto shall be governed by the laws of the State of Nevada.

SECTION 9.07. Notice. Any notice required by this Agreement to be given to either party shall be given in writing to the parties either by registered mail, return receipt requested, at the following address:

LESSOR:
Ely City Clerk
P.O. Box 299
Ely, Nevada 89301

LESSEE:
PacTel Cellular
2150 River Plaza Drive, Suite 400
Sacramento, CA 95833

or by personal delivery of such notice to either party.

SECTION 9.08. Captions. The captions contained herein are inserted only for convenience of reference and are in no way to be construed as part of this Agreement or as a limitation on the scope of the particular paragraphs to which they refer.

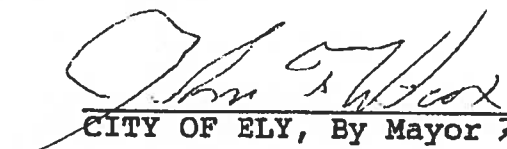

SECTION 9.09. Binding Effect. This Agreement shall be binding upon the inure to the benefit of the parties and their successors and assigns.

SECTION 9.10. Interference. Lessee agrees that its cellular communications facility shall not, in fact, interfere in any way with other communication signals. Should such interference occur, Lessee shall eliminate all such interference.

SECTION 9.11. Memorandum of Lease Agreement. Concurrently with the execution of this Agreement, Lessor shall execute before a notary and deliver to Lessee for recording a "Memorandum of Lease Agreement" in the form of Exhibit "B" attached hereto and by this reference incorporated herein.

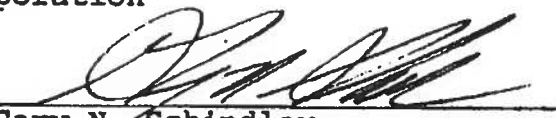
IN WITNESS WHEREOF, the parties have hereunto set their hands the 10th day of June, 1991.

LESSOR:


CITY OF ELY, By Mayor John G. Cox

City Clerk

LESSEE:

PACTEL CELLULAR, a California corporation

By: 
Gary N. Schindler
Vice President and General Mgr.

*Approved as to form
M. W. Young*

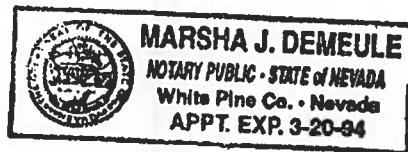
Attest:

Charles Wood
Secretary

STATE OF NEVADA,)
County of White Pine.) ss

On this 11th day of June, 1991, personally appeared before me, a Notary Public in and for White Pine County, Jack Wilson, known to me to be the Mayor *Pro-tem* of the City of Ely, State of Nevada, and Charles Wood, known to me to be the City Clerk of the City of Ely, State of Nevada, both officials of the City of Ely, White Pine County, State of Nevada; that the signatures to said instrument were made by the officers of said City of Ely as indicated; and that the said officers executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.



Marsha J. Demeule
Notary Public

The foregoing instrument duly executed, or to be executed, in quadruplicate, having been presented to the City Council of the City of Ely at its regular meeting held June 10, 1991, on motion of Councilmen Nathan Arnold, duly seconded and carried, the said instrument was ratified and approved.

I hereby approve the said action of the Council this 11th day of June, 1991.

Jack Wilson
Mayor *Pro-tem*

LEASED PREMISES

Beginning at the Northwest corner, from which point the center-quarter corner of Section 16, Township 16 North, Range 63 East, Mount Diablo Base and Meridian bears S.86° 51' 37"W., at 663.47 feet distance; thence N.79° 45' 38"E., 50.00 feet to the Northeast corner; thence S. 10° 14' N 22"E 50.00 feet to the Southeast corner; thence S.79° 45' 38"W., 50.00 feet to the Southwest corner; thence N.10° 14' 22"W., 50.00 feet to the point of beginning, containing 2,500 square feet, more or less.

EXHIBIT "A1"

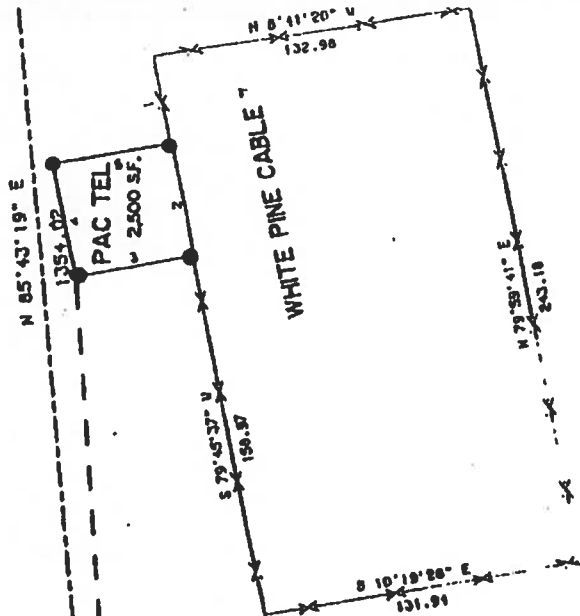


SOLAR BEARING BASE



Center 1/4 Corner
FOUND BLM BRASS CAP 1967

TJ6NLR63E
W.D.B.8M.



NW1/4SE1/4

Recording requested by, and
When recorded, return to:

PacTel Cellular
2150 River Plaza Drive, Suite 400
Sacramento, California 95833
Attention: Real Estate Department

MEMORANDUM OF LEASE AGREEMENT

THIS MEMORANDUM OF LEASE AGREEMENT, made and entered into on this 25th day of February, 1991, by and between CITY OF ELY, a Municipal Corporation of the State of Nevada, ("LESSOR") and PacTel Cellular, a California corporation, ("LESSEE") with offices at 2150 River Plaza Road, Suite 400, Sacramento, California 95833.

WITNESSETH THAT

1. LESSOR, on the terms and conditions set forth in an unrecorded document dated February 25, 1991, and entitled "Lease Agreement", which terms and conditions are incorporated herein by reference, and in consideration of the rent and covenants therein provided, does hereby lease to LESSEE, and LESSEE hereby rents and accepts from LESSOR, certain real property located at the City of Ely gravel pit, City of Ely, County of White Pine, State of Nevada, within the property of LESSOR which is described in Exhibit "A1" attached hereto (and incorporated herein), together with an irrevocable, non-exclusive easement (described herein below) for ingress and egress to and from the Property and to install and maintain utilities, for a term of twenty (20) years commencing on February 11, 1991.

Section 7.10 of said unrecorded Lease Agreement provides:

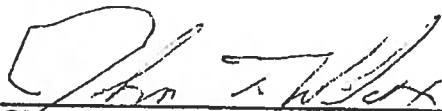
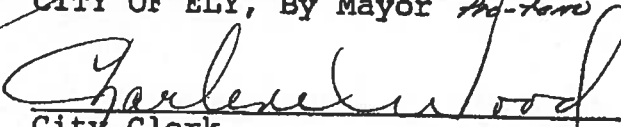
"Lessor grants to Lessee an irrevocable, non-exclusive easement (during the term of this Agreement) for ingress and egress to and from the Premises (seven (7) days a week,

EXHIBIT "B"
Page One of Four

twenty-four (24) hours a day) and to install and maintain utility wires, cable conduits and pipes over, under and along a twelve (12) foot right-of-way extending from the premises to the nearest public right-of-way."

IN WITNESS WHEREOF, LESSOR and LESSEE have duly executed this Memorandum of Lease Agreement on the day and year first above written.

LESSOR:


CITY OF ELY, By Mayor *John T. Kelly*

City Clerk

LESSEE:

PACTEL CELLULAR, a California corporation

By: _____

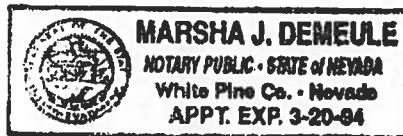
Attest:

Charles Wood
Secretary

STATE OF NEVADA,)
County of White Pine.) ss

On this 11th day of June, 1991, personally appeared before me, a Notary Public in and for White Pine County, Jack Wilcox, known to me to be the Mayor ~~Pro-tem~~ of the City of Ely, State of Nevada, and Charles Wood, known to me to be the City Clerk of the City of Ely, State of Nevada, both officials of the City of Ely, White Pine County, State of Nevada; that the signatures to said instrument were made by the officers of said City of Ely as indicated; and that the said officers executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.



Marsha J. Demeule
Notary Public

The foregoing instrument duly executed, or to be executed, in quadruplicate, having been presented to the City Council of the City of Ely at its regular meeting held June 10th, 1991, on motion of Councilmen Darlan Arnold, duly seconded and carried, the said instrument was ratified and approved.

11th I hereby approve the said action of the Council this day of June, 1991.

John T. Wilcox
Mayor ~~Pro-tem~~

STATE OF CALIFORNIA)
) ss
COUNTY OF SACRAMENTO)

On the _____ day of _____, 1991, before me, a Notary Public, personally appeared Gary N. Schindler, known to me to be the Vice President and General Manager of PacTel Cellular, and who acknowledged to me that he executed the foregoing instrument within his capacity and authority as Vice President and General Manager for PacTel Cellular, and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

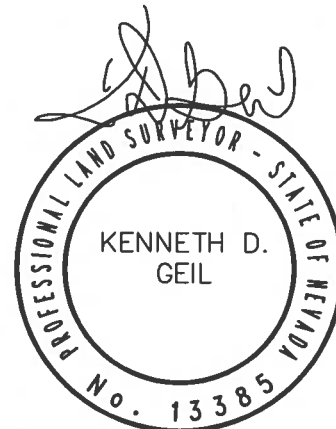
NOTARY PUBLIC

EXHIBIT 2

Easement Area Description

All that certain easement area, being six feet in width, and being a portion of the NW 1/4 of the SE 1/4 of Section 16, Township 16 N., Range 63 E., M.D.B. & M., located in the County of White Pine, State of Nevada, the centerline of which is more particularly described as follows:

Commencing at a rebar and cap stamped PLS8341 set at the Southeast corner of the existing A.T. & T. lease area (Shown as 50' x 50' lease area on Record of Survey) as is shown on that certain Record of Survey prepared by Grange Surveying Inc, with a completion date of January 18, 2005 for PB Architects; thence from said Point of Commencement North 36°48'11" East 73.78 feet more or less to a point lying three feet Southwesterly of the Northwest corner of the existing Verizon Wireless lease area; thence Southeasterly parallel to and three feet Southwesterly of the Southwest line of said Verizon Wireless lease area South 09°47'42" East 44.30 feet; thence leaving said Southwesterly line South 80°12'18" West 89.1 feet more or less to the existing SBC Manhole.



EXP. 06-30-19

WHITE PINE COUNTY Nevada

[Assessor Home](#)[Personal Property](#)[Sales Data](#)[Secured Tax Inquiry](#)[Recorder Search](#)[GIS Map](#)

Parcel Detail for Parcel # 001-101-01

Location

Property Location

Town CITY OF ELY

District 1.2 - Ely Redevelopment B

Subdivision Lot Block

Property Name CITY GRAVEL PIT BELOW MORLEY

[Add'l Addresses](#)[Legal Description](#)

Ownership

Assessed Owner Name ELY CITY OF

Mailing Address 501 MILL STREET
ELY, NV 89301[Ownership History](#)[Document History](#)

Legal Owner Name ELY CITY OF

Vesting Doc #, Date Year / Book / Page

Map Document #s 80733

Description

Total Acres 6.600

Square Feet 287,496

Ag Acres .000

W/R Acres .000

Improvements

Single-family Detached 0 Non-dwelling Units 0 Bedrooms / Baths 0 / .00

Single-family Attached 0 Mobile Home Hookups 0 Stories .0

Multiple-family Units 0 Wells 0 Garage Square Ft... 0

Mobile Homes 0 Septic Tanks 0 Attached / Detached

Total Dwelling Units 0 Buildings Sq Ft 0

Residence Sq Ft 0

Basement Sq Ft 0

Basement

[Improvement List](#)

Finished Basement SF 0 Bedrooms / Baths 0 / .00

Appraisal Classifications

Current Land Use Code 700 [Code Table](#)

Zoning Code(s)

Re-appraisal Group 2 Re-appraisal Year 2017
Original Construction Year Weighted Year

Current Exempt Code 04 - Municipal

Assessed Valuation

Assessed Values	2019-20	2018-19	2017-18
Land	15,036	15,036	14,213
Improvements	0	0	0
Personal Property	0	0	0
Ag Land	0	0	0
Exemptions	15,036	15,036	14,213
Net Assessed Value	0	0	0

Increased (New) Values

Land	0	0	0
Improvements	0	0	0
Personal Property	0	0	0

Taxable Valuation

Taxable Values	2019-20	2018-19	2017-18
Land	42,960	42,960	40,609
Improvements	0	0	0
Personal Property	0	0	0
Ag Land	0	0	0
Exemptions	42,960	42,960	40,609
Net Taxable Value	0	0	0

Increased (New) Values

Land	0	0	0
Improvements	0	0	0
Personal Property	0	0	0

[Back to Search List](#)

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

McGuireWoods LLP
1800 Century Park East, 8th Floor
Los Angeles, California 90067
Attention: Calvin Shin
Site: Ely DT

(Space above this line for Recorder's use)

MEMORANDUM OF GRANT OF EASEMENT

This Memorandum of Grant of Easement (the "Memorandum") is made as of the date of the latter signature below by and between the City of Ely ("Grantor"), AirTouch Cellular Inc., dba Verizon Wireless ("Grantee").

Grantor and Grantee are parties to a Grant of Easement agreement (the "Agreement") wherein Grantor granted to Grantee a non-exclusive perpetual easement over, under and across a portion of that certain real property (the "Property") legally described in Exhibit "A" attached hereto and incorporated herein, for the purposes of ingress and egress and for constructing, maintaining, operating, repairing and replacing utility lines, cables and conduits, being substantially as described and depicted in the Agreement.

The terms and conditions of the Agreement, which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective successors, assigns, heirs and legal representatives of Grantor and Grantee.

[signatures on following page]

IN WITNESS WHEREOF, Grantor and Grantee have caused this Memorandum to be duly executed as of the date last written below.

For Grantor:

City of Ely

Nathan Robertson, Mayor

City of Ely

Date: _____

For Grantee:

**AirTouch Cellular Inc., d/b/a Verizon
Wireless**

By: _____

Name: _____

Its: _____

Date: _____

Attested to by:

Jennifer Lee, City Clerk

GRANTOR ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)

_____)

COUNTY OF _____)

On _____, before me, _____,
Notary Public, personally appeared _____, who proved to me on
the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity
upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

GRANTEE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)

_____)

COUNTY OF _____)

On _____, before me, _____,
Notary Public, personally appeared _____, who proved to me on
the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity
upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

The land referred to herein is situated in the State of Nevada, County of White Pine, described as follows:

Beginning at the Northeast corner, whence the East quarter corner Section 16, Township 16 North, Range 63 East, M.D.B.&M., bears North 85°26'20" West, 1374.46 feet;

Thence South 85°26'20" West, 1392.55 feet;

Thence South 11°37' East, 303.27 feet;

Thence North 79°02'20" East, 863.77 feet;

Thence North 71°26' East, 326.16 feet;

Thence North 54°37'30" East, 142.75

Thence North 43°08'25" East, 78.22 feet to the place of beginning.

Assessor's Parcel Number 001-101-01