

CITY OF ELY
FUND SUMMARY
FOR THE 7 MONTHS ENDING JANUARY 31, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
TAXES & ASSESSMENTS	22,426.41	45,584.92	183,000.00	137,415.08	24.9
LICENSES AND PERMITS	2,963.71	204,397.65	157,000.00	(47,397.65)	130.2
INTERGOVERNMENTAL REVENUE	188,942.87	1,470,382.12	2,140,308.00	669,925.88	68.7
CHARGES FOR SERVICES	25,504.45	286,488.77	326,400.00	39,911.23	87.8
FINES AND FORFEITURES	3,548.48	33,051.36	57,960.00	24,908.64	57.0
MISCELLANEOUS REVENUE	1,349.12	21,119.26	22,280.00	1,160.74	94.8
	<u>244,735.04</u>	<u>2,061,024.08</u>	<u>2,886,948.00</u>	<u>825,923.92</u>	<u>71.4</u>
<u>EXPENDITURES</u>					
EXECUTIVE OFFICES	2,350.20	8,510.75	14,190.00	5,679.25	60.0
MUNICIPAL COURT	13,821.77	76,691.73	140,473.00	63,781.27	54.6
CLERK & ADMINISTRATION	10,226.95	50,690.43	80,475.00	29,784.57	63.0
FINANCE	3,167.36	25,152.40	52,441.00	27,288.60	48.0
CITY ATTORNEY	34,679.06	117,728.97	235,019.00	117,290.03	50.1
LAW ENFORCEMENT	146,173.00	438,519.00	584,692.00	146,173.00	75.0
FIRE DEPARTMENT	131,013.45	672,636.90	1,175,722.00	503,085.10	57.2
PUBLIC WORKS	1,535.71	24,198.01	44,282.00	20,083.99	54.7
BUILDING DEPT	15,953.79	74,777.70	130,916.00	56,138.30	57.1
ANIMAL CONTROL	9,545.66	53,543.63	83,390.00	29,846.37	64.2
CEMETERY	8,848.36	45,523.95	78,891.00	33,367.05	57.7
PARK DEPARTMENT	8,079.48	43,391.77	75,991.00	32,599.23	57.1
COMMUNITY SUPPORT	.00	479,839.36	479,205.00	(634.36)	100.1
OPERATING TRANSFERS OUT	.00	.00	30,000.00	30,000.00	.0
	<u>385,394.79</u>	<u>2,111,204.60</u>	<u>3,205,687.00</u>	<u>1,094,482.40</u>	<u>65.9</u>
	<u>(140,659.75)</u>	<u>(50,180.52)</u>	<u>(318,739.00)</u>	<u>(268,558.48)</u>	<u>(15.7)</u>

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ROAD FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>VARIANCE</u>	<u>PCNT</u>
<u>REVENUE</u>					
REVENUE	43,383.58	193,353.35	844,720.00	651,366.65	22.9
	<u>43,383.58</u>	<u>193,353.35</u>	<u>844,720.00</u>	<u>651,366.65</u>	<u>22.9</u>
<u>EXPENDITURES</u>					
EXPENDITURES	34,473.42	210,522.91	848,399.00	637,876.09	24.8
	<u>34,473.42</u>	<u>210,522.91</u>	<u>848,399.00</u>	<u>637,876.09</u>	<u>24.8</u>
	<u>8,910.16</u>	<u>(17,169.56)</u>	<u>(3,679.00)</u>	<u>13,490.56</u>	<u>(466.7)</u>

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WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
OPERATING REVENUE	96,675.02	751,144.52	1,128,160.00	377,015.48	66.6
NON-OPERATING REVENUE	14,119.96	229,638.59	423,325.00	193,686.41	54.3
	<u>110,794.98</u>	<u>980,783.11</u>	<u>1,551,485.00</u>	<u>570,701.89</u>	<u>63.2</u>
<u>EXPENDITURES</u>					
OPERATING EXPENSES	99,290.11	618,474.83	1,935,553.00	1,317,078.17	32.0
NON-OPERATING EXPENSES	21,960.32	198,953.81	437,804.00	238,850.19	45.4
	<u>121,250.43</u>	<u>817,428.64</u>	<u>2,373,357.00</u>	<u>1,555,928.36</u>	<u>34.4</u>
	<u>(10,455.45)</u>	<u>163,354.47</u>	<u>(821,872.00)</u>	<u>(985,226.47)</u>	<u>19.9</u>

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SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
OPERATING REVENUE	91,406.09	650,529.26	1,071,500.00	420,970.74	60.7
NON-OPERATING REVENUE	355.08	57,104.07	57,700.00	595.93	99.0
	<u>91,761.17</u>	<u>707,633.33</u>	<u>1,129,200.00</u>	<u>421,566.67</u>	<u>62.7</u>
<u>EXPENDITURES</u>					
OPERATING EXPENSES	46,823.29	418,192.63	810,550.00	392,357.37	51.6
NON-OPERATING EXPENSES	5,614.68	79,248.35	116,185.00	36,936.65	68.2
TREATMENT PLANT	29,137.12	163,380.97	420,202.00	256,821.03	38.9
	<u>81,575.09</u>	<u>660,821.95</u>	<u>1,346,937.00</u>	<u>686,115.05</u>	<u>49.1</u>
	<u>10,186.08</u>	<u>46,811.38</u>	<u>(217,737.00)</u>	<u>(264,548.38)</u>	<u>21.5</u>

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LANDFILL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
OPERATING REVENUE	95,571.47	708,413.56	1,087,000.00		
NON-OPERATING REVENUE	11,827.62	94,614.13	54,200.00	(378,586.44	65.2
				40,414.13)	174.6
	<u>107,399.09</u>	<u>803,027.69</u>	<u>1,141,200.00</u>	<u>338,172.31</u>	<u>70.4</u>
<u>EXPENDITURES</u>					
OPERATING EXPENSES	99,193.30	529,932.03	1,076,071.00	546,138.97	49.3
NON-OPERATING EXPENSES	.00	26,825.74	181,000.00	154,174.26	14.8
	<u>99,193.30</u>	<u>556,757.77</u>	<u>1,257,071.00</u>	<u>700,313.23</u>	<u>44.3</u>
	<u>8,205.79</u>	<u>246,269.92</u>	<u>(115,871.00)</u>	<u>(362,140.92)</u>	<u>212.5</u>

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February 24, 2021

Via Email: [CouncilSeat5@cityofelynv.gov]

Ms. Michelle Beecher, Mayor Tempore
City of Ely, Nevada
501 Mill Street
Ely, Nevada 89301

Re: Conflict Waiver Regarding Holiday Pine, LLC d/b/a Holiday Inn Express & Suites Ely, a limited liability company v. Robert Van Camp, et. al.; Robert Van Camp v. Greenburg Traurig, LLP, City of Ely Municipality, The Mayor of the City of Ely, et. al., Case No. CV-2012127

Dear Ms. Beecher:

As you are aware, Maupin, Cox & LeGoy (the "Firm") has been asked to represent Greenberg Traurig, LLP, Jason K. Hicks, Esq., and Christopher R. Miltenberger, Esq. in the above-referenced lawsuit. The City of Ely, the Ely City Council, and various City officials are co-defendants in the lawsuit. The following information is pertinent with respect to a potential conflict of interest issue. Our Firm will not represent the City in this matter, but, as you know, we represent the City in other legal matters. Our professional ethical obligations are governed by the Nevada Rules of Professional Conduct adopted by the Nevada Supreme Court. Ethically, those rules allow us to represent Greenberg Traurig, Mr. Hicks, and Mr. Miltenberger in this matter, and the City in other matters, without waivers as long as the parties' interests are not in conflict.

We are unaware of any actual or potential conflicts of interest arising out of our Firm's representation of Greenberg Traurig, Mr. Hicks, or Mr. Miltenberger in this matter. By executing this letter, the City agrees to waive any actual or potential conflicts of interest arising out of our Firm's representation of Greenberg Traurig, Mr. Hicks, or Mr. Miltenberger.

In addition to the above, we will inform you if we ever believe a potential conflict arises in the future. If that occurs, we can discuss the conflict and determine whether it can be waived while at the same time maintaining our professional relationship and the representation of the City in other legal matters.

Conflict Waiver
February 24, 2021
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If the City agrees to waive any conflict of interest that may exist by virtue of our representation of Greenberg Traurig, Mr. Hicks, or Mr. Miltenberger as co-defendants of the City in this matter, and consents to our Firm's continued representation of the City, please so acknowledge by signing and dating a copy of this letter on the signature line provided and returning the signed copy to our office. You should retain a copy for the City's records. You represent and warrant that you have full authority to execute this letter on behalf of the City.

If you should have any questions concerning the matters discussed above, please feel free to call me at any time.

Sincerely yours,

MAUPIN, COX & LeGOY



Christopher M. Stanko, Esq.

C (Via Email): Shaine Manuele, Esq., Ely City Attorney
Jennifer Lee, Ely City Clerk

WAIVER OF CONFLICT

The undersigned confirms it is aware of the potential for conflict of interest with respect to the Firm's representation of Greenberg Traurig, Jason K. Hicks, Esq., and Christopher R. Miltenberger, Esq., as co-defendants with the City of Ely in the above-referenced litigation. However, because the undersigned believes that the Firm's representation of Greenberg Traurig, Mr. Hicks, and Mr. Miltenberger in this litigation will not adversely affect the undersigned due to the Firm's separate relationship with the undersigned, the undersigned agrees to waive any conflict of interest and consents to the Firm's representation of Greenberg Traurig, Mr. Hicks, and Mr. Miltenberger in this litigation along with the undersigned. The undersigned acknowledges it has had the opportunity to discuss with the Firm and/or independent legal counsel the implications of the Firm's representation of Greenberg Traurig, Mr. Hicks, and Mr. Miltenberger in the litigation and hereby consents to and authorizes the Firm's representation of Greenberg Traurig, Mr. Hicks, and Mr. Miltenberger in accordance with the Nevada Supreme Court Rule 1.7 of the Nevada Rules of Professional Conduct.

The City of Ely, Nevada

Dated: _____, 2021

By: _____
Michelle Beecher, Mayor Tempore

City Of Ely Building Official Employment Contract

This Employment Contract (“Agreement”) is made as of the ____ day of February, 2021 between The City of Ely, a political subdivision of the State of Nevada and an incorporated municipality organized pursuant to NRS 266 with a mailing address of 501 Mill St., City of Ely, State of Nevada (“Employer”), and Lee Walker (“Employee”).

WHEREAS Lee Walker was by action of the City Council hired as the City of Ely, Building Official on February 18, 2021; and

WHEREAS the Employer desires to obtain the benefit of the services of the Employee, and the Employee desires to render such services on the terms and conditions set forth; and

WHEREAS pursuant to NRS 268.003(2)(e) allows the City to enter into contracts.

NOW THEREFORE, in consideration of the promises and other good and valuable consideration, the parties intend by this written employment agreement to document the terms and conditions the parties intend to be bound during the term of this written employment agreement and the parties agree as follows:

I. Employment. The Employee acknowledges that they will, at all times, faithfully, industriously, and to the best of their skills, experience, and talents, perform all of the duties required of the Position. In carrying out these duties and responsibilities, the Employee shall comply with all Employer policies, procedures, rules, and regulations, both written and oral, as are announced by the Employer from time to time.

II. Position Title. As the Building Official (“Position”), the Employee is required to perform all of their necessary job functions and duties, and all other duties that may be assigned to Employee from time to time by Employer. This is a Full-time position with the expectation that the Employee will devote at least 40 hours per week to the Position. This may change from time to time as the Employer sees fit. This change is expected over the course of the first year of employment. It is Employers and Employees intention that this position add an additional title of Building Inspector within 1 year. Both parties understand that Employee does not currently hold the current certification to be the Building Inspector. Both parties desire that the Employee obtain the necessary certifications. Employee will be expected to perform necessary requirements of the City Building Code as adopted by the Ely City Council. Employee will also be responsible for code enforcement for the City of Ely including, but not limited to enforcement of the International Building Codes. The Employer shall pay the upfront costs of Employee to obtain the necessary certifications to become the Employer’s Building Inspector. This includes the costs for classes, testing, travel, and licensing. Employee understands that Employer will track these costs and that they will be paid back to the Employer by Employee. Payment will be expected each month from Employees paycheck. If Employee leaves or is released from his employment with Employer for any reason, prior to 5 years from the date of this contract and the costs have not been reimbursed Employee will be expected to repay the remaining amount owed. Repayment for the costs of certification will need to be repaid within 6 months of termination of employment.

- a. Employee will obtain residential certification within 6 months of the date of this contract. The Employer will review this contract in 6 months to confirm that the necessary residential certification has been obtained. Failure to obtain the certification may result in termination of the contract.
- b. Employee will obtain commercial certification within 12 months of the date of this contract. The Employer will review this contract in 12 months to confirm that the necessary commercial certification has been obtained. Failure to obtain the certification may result in termination of the contract.

III. Compensation. As full compensation for all services provided, the Employee shall be paid at the rate of \$50,000 annually and will be subject to review of their work on a periodic basis. Such payments shall be subject to standard mandatory deductions by the Employer.

- a. Employee will receive a 5% pay increase upon successfully obtaining the necessary residential certifications.
- b. Employee will receive an additional 5% increase upon successfully obtaining the necessary commercial certifications.

IV. Benefits. In addition, the Employee will be eligible to participate in any benefit plans currently offered by Employer. The Employer currently offers the following benefits to its employees: Group Insurance, health, dental, vision, and \$15,000 life and AD&D insurance on the first of the month after completing 60 days of employment with the Employer. The Employer pays 80% of the premiums, the remaining 20% will be deducted through payroll. The Employer is a non-choice agency, with the City paying 100% of PERS.

V. Probationary Period. It is understood and agreed that the first 180 days of employment shall constitute an initial term for the Employee ("Probationary Period"). During the Probationary Period, the Employee is not eligible for paid time off or other Benefits as mentioned in Section IV. During the Probationary Period, the Employer retains the right to exercise at will employment at any time and may terminate the Employee at any time without notice or cause in accordance with State and Federal laws.

VI. Paid Time Off. The Employee is not eligible for any type of paid or unpaid leave until after the Probationary Period has passed successfully.

The Employee shall be entitled to paid time off as outlined in the Employee Policy Manual. This includes accrued vacation, sick leave, 12 paid holidays and one personal day per calendar year after completion of the probationary period.

The Employer reserves the right to change or otherwise modify, in its sole discretion, any paid time off policies.

VII. Employment Type. The Employer and Employee agree to enter into an:

At-Will Employment Arrangement. As the Employer and Employee will work, in good-faith, to a long profitable and good standing relationship, the employment relationship shall be considered "At-Will" which means the relationship can be terminated by either party.

Furthermore, termination may be for any reason, at any time, and with or without cause. Any statements or representation to the contrary should be regarded as void and invalid.

Notice Required. Termination of this Agreement must be made with at least 30 days notice to the other party.

VIII. Severance. Should the Employer terminate this Agreement at any time after the Probationary Period, the Employee:

Shall Not be Entitled to Severance. If terminated, the Employee's pay, benefits, and any other privileges provided by the Employer shall terminate immediately. If terminated prior to 5 years from the date of this contract Employee will be responsible to pay back all costs associated with obtaining the necessary certifications as outlined in Section II.

IX. Integration. This Agreement contains the entire agreement between the parties, superseding in all respects any and all prior oral or written agreements or understandings related to the employment of the Employee by the Employer and shall be amended or modified only by written instrument signed by both of the parties hereto.

X. Authorization to Work. The Employee agrees that he or she is fully authorized to work in the United States and can provide proof of this with legal documentation. This documentation will be obtained by the Employer for legal records.

XI. Severability of Contract. The parties hereto agree that in the event any article or part thereof of this contract is held to be unenforceable or invalid, then said article or part shall be struck, and all remaining provisions shall remain in full force and effect.

XII. Choice of Law. This contract shall be governed, interpreted, and construed in accordance with the laws of the State of Nevada.

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XIII. Approval by City Council. This Agreement was placed before the City Council at its regularly scheduled meeting on February ____, 2021, and was approved by the following vote:

VOTE: AYES: _____

 NAYES: _____

 ABSENT: _____

 Approved this ____ day of _____, 2021

DATED this ____ day of _____, 2021

DATED this ____ day of _____, 2021

ON BEHALF OF THE CITY OF ELY

EMPLOYEE

Nathan Robertson, Mayor

Lee Walker

ATTESTED TO BY:

Jennifer Lee, City Clerk

