



WHITE PINE COUNTY SHERIFF'S OFFICE

1785 Great Basin Blvd. Ely, NV 89301 Phone: (775)289-8808 Fax: (775)289-1468

Sheriff Scott Henriod
Captain Jaime Swetch

STATISTICS FOR THE CITY OF ELY APRIL 2021 – JUNE 2021

INCIDENTS - 2897

TRAFFIC STOPS - 380

CITATIONS - 111

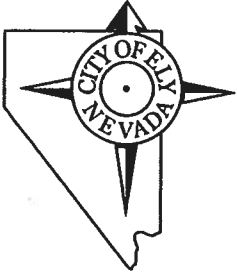
FELONY ARRESTS - 28

MISDEMEANOR ARRESTS - 43

NEW BOOKINGS - 85

TOTAL DAYS SERVED IN JAIL – 326

Number reflect enforcement and/or calls for service within the city limits of Ely



CITY OF ELY

501 Mill Street Ely, Nevada 89301
City Hall (775) 289-2130
Fax (775) 289-1463

MEMO

DATE: August 11, 2021
TO: Mayor Robertson, City Council and Municipal Utilities Board Members
COPY: City Treasurer Janette Trask and City Attorney Leo Cahoon
FROM: City Clerk Jennifer Lee
RE: 790 Avenue I back charges

It was brought to my attention in May of this year that 790 Avenue I was occupied, but the previous tenant's account was terminated in August 2014; the owner, Bristlecone, LLC has acknowledged their company rented out 790 Avenue I the next month. Based upon previous counsel from former City Attorney Manuele, I recommended that Bristlecone, LLC be back billed for all utility charges owed; City Treasurer Trask was in agreement and signed the notification letter. Since the City of Ely notified Bristlecone LLC of their debt for services provided to 790 Avenue I, City Attorney Cahoon has confirmed that NRS 268.043(6) authorizes the City to collect delinquent charges for utility services. Further, Ely City Code 10-2-4(A)(4) states:

4. Responsibility: The applicant, being the legal owner, is responsible for the payment of all water charges at the premises applied for and within the meaning of this chapter is referred to as the "customer". Only the original applicant may request termination of water service or a change in the person or address to which the monthly water bill is to be sent. Pursuant to Nevada Revised Statutes 266.285(3), the property owner is solely liable for all unpaid water bills, even if the property owner has a tenant.

It is my recommendation that Bristlecone LLC's request to waive utility back charges for 790 Avenue I be denied.

City of ely billing

Kurt Carson <carson.k@sbcglobal.net>

Thu 8/12/2021 2:18 PM

To: Leo Cahoon <Attorney@cityofelynv.gov>

I had to take an unexpected trip out of town today but thought I should give you my thoughts on this item.

I spent some time with Marietta on this matter and the fact is that the City of Ely sent them a credit for this property for many many years. I know if my bookkeeper receives a credit that they assume that myself or someone in my organization has taken care of the bill. I don't think that the property owners should be let totally off the hook but I do believe that the City does need to share in the burden of this because of our oversight in the matter. I definitely think that Desi needs to be commended for finding this oversight and we need to make sure we don't have anymore of these issues in the future.

Thanks

Kurt

Sent from my iPhone



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 25, 2021, and was approved by the following vote:

VOTE: AYES: 5

NAYES: 0

ABSENT: 0

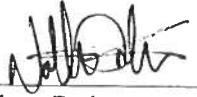
Approved this 25th day of February, 2021

DATED this 25th day of February, 2021

DATED this 1 day of March, 2021

ON BEHALF OF THE CITY OF ELY

EMPLOYEE



Nathan Robertson, Mayor



Lee Walker

ATTESTED TO BY:



Jennifer Lee, City Clerk