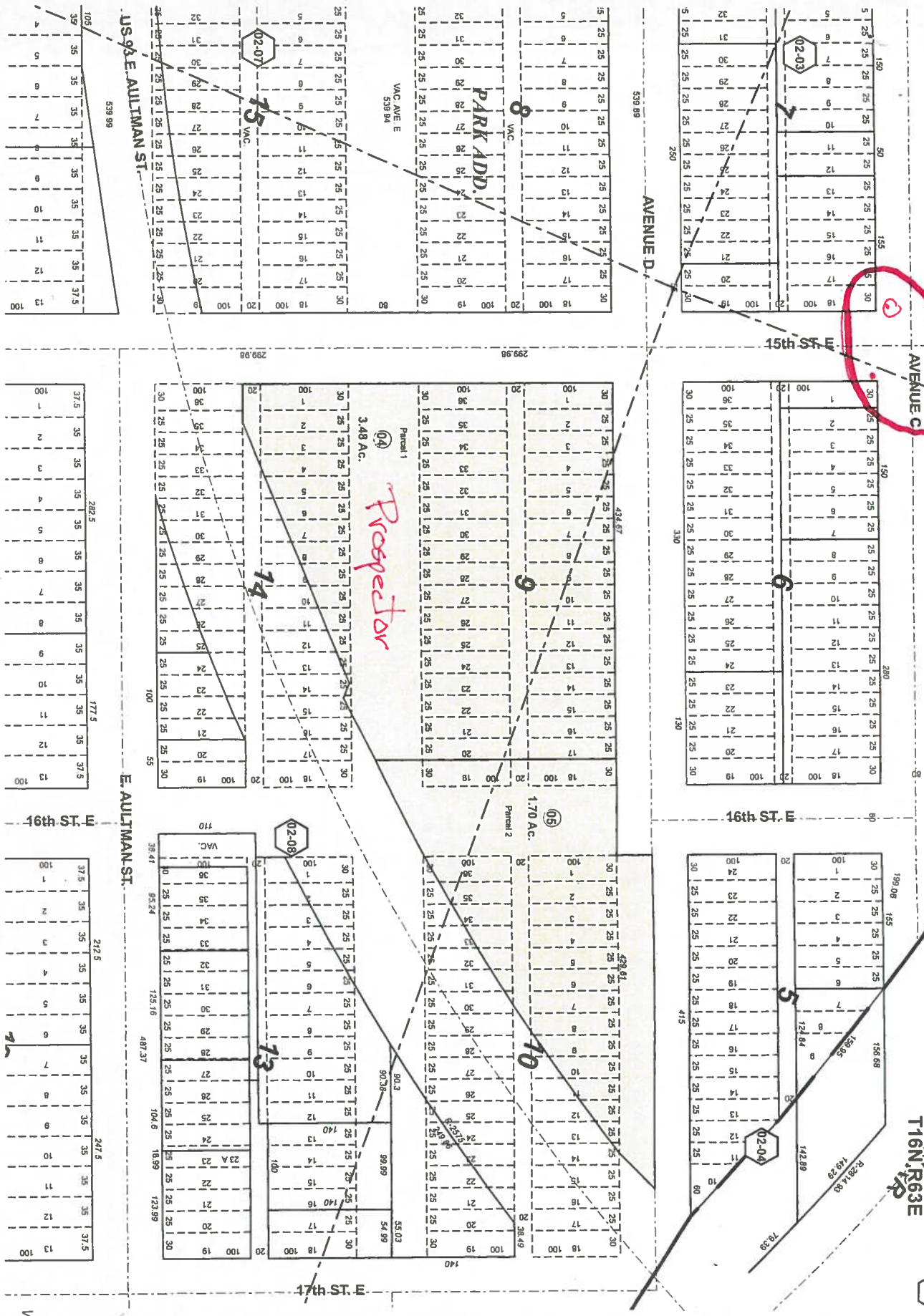




- Existing Stop Sign
- Proposed Stop Signs

Prospecter ↗



Existing Stop sign
Proposed Stop signs

ELY
WHITE PINE COUNTY

NOTE: This plat is for assessment purposes only. It is not intended to be used as evidence of title or to the accuracy of the data. It is the responsibility of the user to verify the accuracy of the data. This plat is a technical drawing and is not a legal document. It is not intended to be used as evidence of title or to the accuracy of the data. It is the responsibility of the user to verify the accuracy of the data. This plat is a technical drawing and is not a legal document. It is not intended to be used as evidence of title or to the accuracy of the data. It is the responsibility of the user to verify the accuracy of the data.

NN-RR

NN-RR

T16N R63E

10-48

CR 832 GEORGETOWN RANCH RD.

AVENUE A

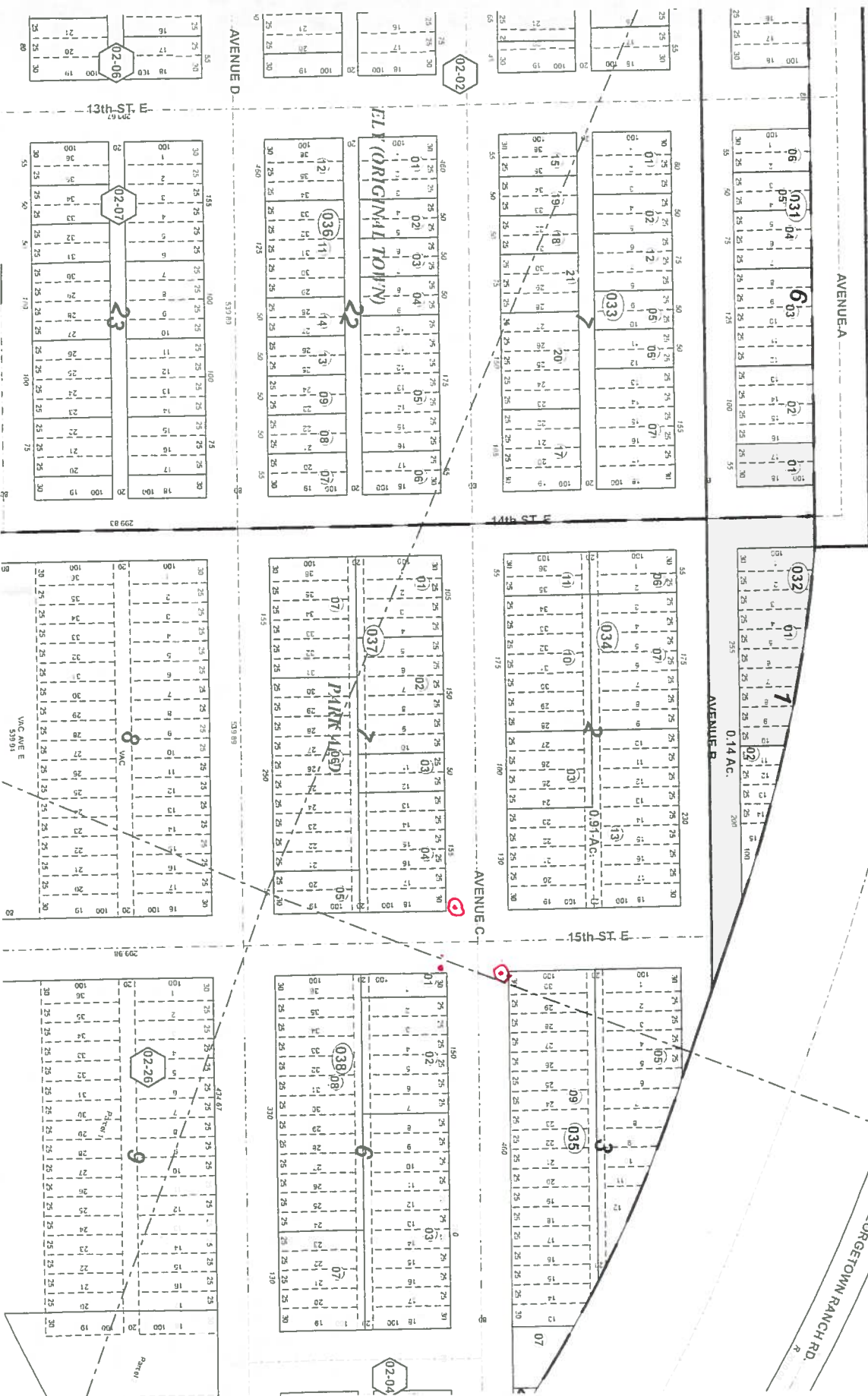
AVENUE B

AVENUE C

AVENUE D

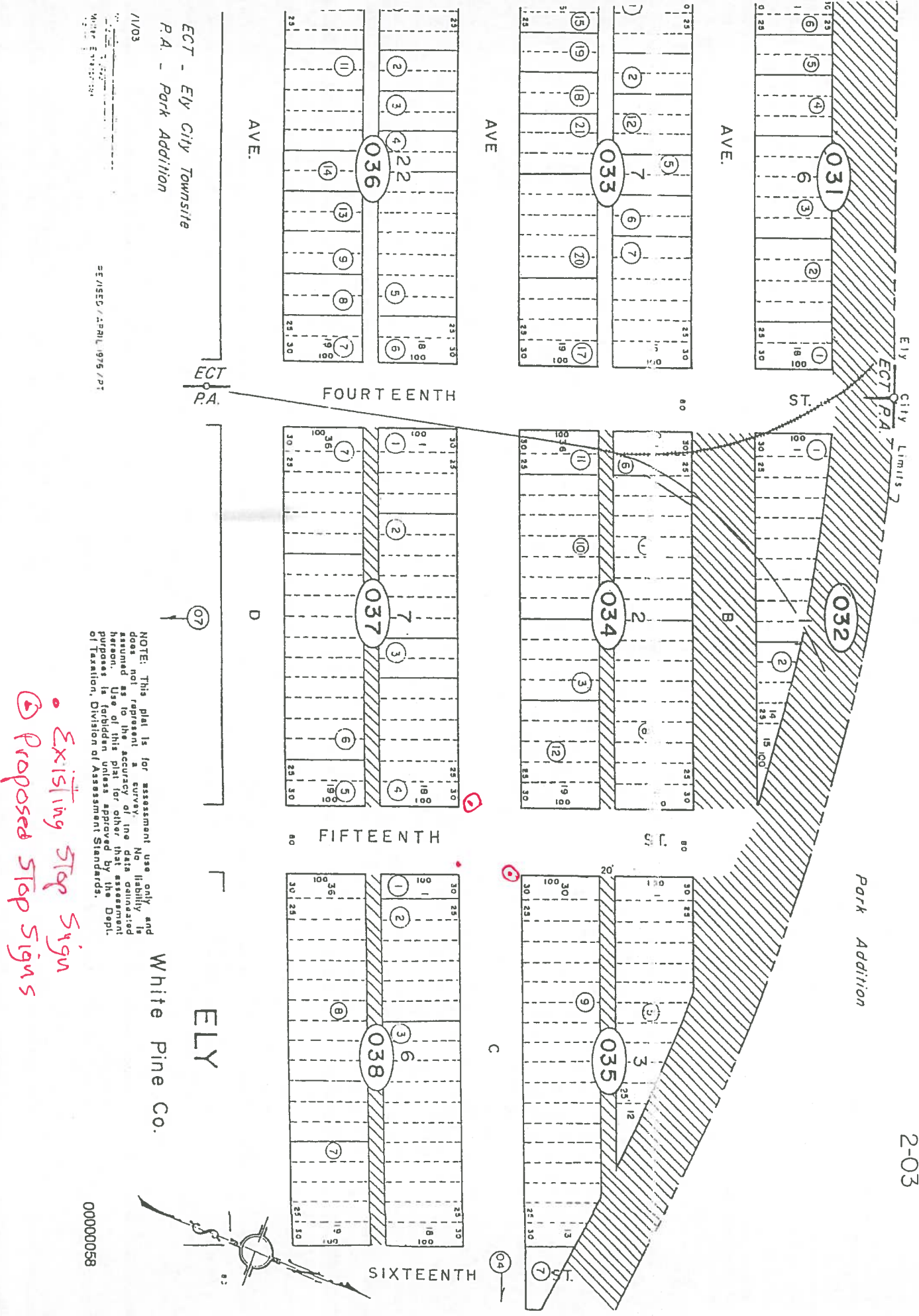
02-03

N



Existing Stop Sign
Proposed Stop Signs

WHITE PINE COUNTY
ELY



ECT - Ely City Townsite
P.A. - Park Addition
11/03
SE 1/4 SEC 4 - APRIL 1975 / P.T.

White Pine County Building Permits
Selected Permit Listing

Permit # Range: ALL
City or County: CITY
Issue Date Range: 07/01/18 - 07/31/18
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
2018-134	JONES, CASEY	501 EAST 12TH STREET	7/02/18	97.25	.00	.00	97.25	.00
2018-136	MOATTAR, MASOUD MARK	682 MILL STREET	7/05/18	54.00	.00	.00	54.00	.00
2018-137	ARNOLDSSEN, RONALD P	2270 AULTMAN STREET	7/05/18	97.25	.00	.00	97.25	.00
2018-139	MIKE, KENNETH & BARELA, SANDRA	3 J V WALKER STREET	7/06/18	185.35	.00	.00	185.35	.00
2018-140	HERMANSSEN, BRET & CHRISTINE	2151 RUBY STREET	7/09/18	54.00	.00	.00	54.00	.00
2018-145	PHILLIPS, LLOYD E JR	1298 ELY STREET	7/12/18	54.00	.00	.00	54.00	.00
2018-146	DAVIS-ROSES, CANDY MAE	1145 AVENUE G	7/12/18	54.00	.00	.00	54.00	.00
2018-148	GRIFFIN, MARY	5 J V WALKER STREET	7/16/18	217.85	.00	.00	217.85	.00
2018-149	GRIFFITH, NELLIE	6 J V WALKER STREET	7/16/18	259.85	.00	.00	259.85	.00
2018-150	HOLIDAY PINE, LLC	1505 EAST AULTMAN STREET	7/16/18	29,392.15	.00	.00	29,392.15	.00
2018-153	CISCAR, JAVIER TRUSTEE	0	7/23/18	54.00	.00	.00	54.00	.00
2018-154	BATH, THOMAS A. & MARGARET	0	7/23/18	211.50	.00	.00	211.50	.00
Total Selected Permits 12			Total Fees:	30,731.20	.00	.00	30,731.20	

White Pine County Building Permits
Selected Permit Listing

Permit # Range: ALL
City or County: COUNTY
Issue Date Range: 07/01/18 - 07/31/18
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
2018-133	CHRISTENSEN, COLIN P & KAYE A	203 NORTH BIRCH ROAD	7/02/18	167.25	.00	7.63	174.88	.00
2018-135	SOUTHERN NEVADA WATER AUTHORITY	0 PORT SEC 5, 6, 7 T17N R67E	7/02/18	153.25	.00	54.50	207.75	.00
2018-138	WEAVER, DAVID	2285 IRON DRIVE	7/06/18	1,973.75	1,282.94	19.62	3,276.31	.00
2018-141	GONZALES, DAVID & KAREN	52 FOURTH STREET	7/09/18	43.10	.00	13.08	56.18	.00
2018-142	LIEBMAN, EDWARD J & JOYCE A	1 AVENUE I	7/09/18	43.10	.00	13.08	56.18	.00
2018-143	SAMPSON, ROBERT S. & SHONNA K.	318 SOUTH COBBLECREEK ROAD	7/09/18	2,320.95	1,508.62	19.62	3,849.19	.00
2018-144	GARCIA, MARGARITO B.	24 SIXTH STREET	7/11/18	97.25	.00	26.16	123.41	.00
2018-147	MOORE, JILL A. & DARYL G.	7625 NORTH BLUE BIRD DRIVE	7/13/18	401.85	261.20	78.48	741.53	.00
2018-152	BOWMAN, DOLPH JR & MARIA N TRU	5365 NORTH DUCK CREEK HIGHWAY	7/20/18	1,094.55	711.46	183.12	1,989.13	.00
2018-155	WHITE PINE COUNTY SCHOOLS	25 AVENUE F	7/24/18	85.65	.00	13.08	98.73	.00
2018-156	BLM/AT&T	0 T17N R61E	7/24/18	181.25	117.81	10.36	309.42	.00
2018-157	BLM/AT&T	0 T24N R56E	7/24/18	181.25	117.81	119.90	418.96	.00
2018-158	BLM/AT&T	0 T16N R62E	7/24/18	181.25	117.81	9.27	308.33	.00
2018-159	BLM/AT&T	0 T16N R63E	7/24/18	181.25	117.81	4.36	303.42	.00

Total Selected Permits 14

Total Fees: 7,105.70 4,235.46 572.26 11,913.42

July 2018

July 2018							August 2018						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7	5	6	7	1	2	3	4
8	9	10	11	12	13	14	12	13	14	15	16	17	18
15	16	17	18	19	20	21	19	20	21	22	23	24	25
22	23	24	25	26	27	28	26	27	28	29	30	31	
29	30	31											

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jul 1	2	3	4	5	6	7
	<div>9:00am Fitzner</div> <div>10:00am Desteunder</div> <div>3:00pm Weaver</div>	<div>9:00am 321 Aultman St</div> <div>9:30am 682 Murry St.</div>	HOLIDAY	Brad Gone	Brad Gone	
8	9	10	11	12	13	14
	<div>Publications-Phillips</div> <div>9:00am Saiz</div> <div>10:00am Nationstar</div> <div>11:00am Moattar</div>	<div>Cert Mailings-Phillips</div> <div>Findinf of Facts/Dept Heads</div> <div>9:00am Lieberman</div> <div>10:00am Vantage mtg</div>	<div>9:30am County Commission</div> <div>10:00am Holiday Inn</div> <div>3:00pm Gonzales</div>	<div>9:00am Hermansen</div> <div>9:30am Sunset Lanes</div> <div>10:30am McNutt</div> <div>5:00pm City Council</div>	<div>10:00am McNutt</div> <div>11:00am Gonzales</div> <div>11:30am Liebman</div>	
15	16	17	18	19	20	21
		<div>9:00am Champery</div> <div>4:00pm Brown</div>	<div>Finding of Facts</div> <div>9:00am Champery</div> <div>10:00am Arnoldsen</div> <div>11:00am Moattar</div> <div>2:00pm Jordan/Tower</div>			
22	23	24	25	26	27	28
	<div>10:00am Ciscar</div> <div>12:00pm 1020 Ave D</div>	<div>11:00am Bowman</div> <div>3:00pm McV/cars</div>	<div>Core-Robert mtg/WPHS Mod</div> <div>8:00am Weaver-2285</div> <div>Iron</div> <div>9:30am County</div>	<div>9:00am JCR</div> <div>2:00pm Planning Commission</div> <div>5:00pm City Council</div>	<div>9:00am Weaver-2275</div> <div>Iron</div> <div>2:00pm Carson mtg</div>	
29	30	31	Aug 1	2	3	4
	<div>Publications-Biamonte</div> <div>10:00am Woywod</div> <div>11:00am Tallerico</div>	<div>9:30am Munk</div>				

WHITE PINE COUNTY – MISCELLANEOUS REVENUE (OTHER THAN BUILDING PERMITS) FOR JULY 2018

Home Occupation Permit Renewals

\$250

TOTAL \$250

CITY OF ELY – MISCELLANEOUS REVENUE (OTHER THAN BUILDING PERMITS) FOR JULY 2018

Variance Application-Phillips

\$480.00

Re-zoning Application Fee-O'Flaherty

\$500.00

Abandonment Application-Biamonte

\$410.00

TOTAL \$1,390

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF ELY

AND

OPERATING ENGINEERS, LOCAL 3

[JULY 1, 2015 TO JUNE 30, 2018]

JULY 1, 2018 TO JUNE 30, 2020

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ARTICLE 1

PREAMBLE

A. This agreement is entered into by the City of Ely, Nevada. Hereinafter referred to as the "City" and the International Union of Operating Engineers, Local 3, AFL-CIO, hereinafter referred to as the "Union."

B. It is the intent of this agreement to assure sound and mutually beneficial working and economic relationship between the parties hereto and to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise as set forth in this agreement.

C. It is recognized by both the City and the Union, the employees of the City is engaged in rendering public services to the continuous rendition and availability of such services.

D. All employees shall perform loyal and efficient work and service; shall use their influence and best efforts to protect the properties of the City and its service to the public; and shall cooperate in promoting and advancing the welfare of the City and in preserving the continuity of its service to the public at all times.

ARTICLE 2

RECOGNITION

A. Pursuant to the provisions of the Local Government Management Relations Act, Statutes of Nevada, the City of Ely, Nevada hereafter referred to as the "City" recognizes the Operating Engineers Local 3, AFL-CIO, hereinafter referred to as the "Union" as the exclusive bargaining Agent excluding the directors, probationary employees, supervisors, and department heads, but to include all regular employees employed by the City of Ely as certified under the provisions of Nevada Revised Statutes, Chapter 288.

B. If the parties are in disagreement over the interpretation of NRS 288 as applied to the parties and this labor agreement, the parties agree to seek a declaratory ruling from the Local Government Employee-Management Relations Board for the disagreement regarding this matter or issue.

C. Upon request a copy of all employees covered in the bargaining unit will be provided to the Union or Union Steward.

ARTICLE 3

DEFINITIONS

A. Types of Employment Status

1. Temporary: A temporary is one who is hired for a period not to exceed six (6) months. If a temporary employee's status is changed to probationary, his or her probationary period shall be

retroactive to the date of employment provided the temporary classification is the same as the new classification. If hired to fill a different classification, the temporary employee shall serve a probationary period.

2. Probationary: A probationary employee is one who is hired to fill a budgeted position. Such employee will remain in this status for six (6) months of continuous employment and may be terminated at the discretion of the supervisor, such termination shall not be for the purpose of keeping jobs filled with probationary employees. Probationary employees are entitled to the wages and benefits as defined in this Agreement, but shall not have access to the grievance procedures, except for safety grievances.

3. Part Time: A part time employee is one who works a set schedule of twenty-nine (29) hours per week or less.

4. Regular: A regular employee is one who has completed a six (6) month probationary period and is routinely scheduled to work thirty (30) hours or more per week. The term "employee" as used in this Agreement applies to those persons having a regular full-time appointment to the workforce of the City.

B. Transfer

"Transfer" is defined to mean any movement of an employee from one position to another position in the same class or related class with the same salary grade, or the movement of the employee with his or her position or classification to another location. An employee voluntarily or involuntarily demoting and transferring to a lower paid position will be paid the rate of the position and not carry their current wage with them. An employee who is not voluntarily transferred to a lower paying position through no fault of their own will remain at their current wage until the wage of that lower paying position catches up to their current wage.

ARTICLE 4
NON DISCRIMINATION AND HARASSMENT

The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race, color, religion, sex, sexual orientation, age, national origin or because of political or personal reasons or affiliations. The Union shall share equally with the City the responsibility for applying this provision of the agreement.

ARTICLE 5
DISCIPLINARY [ACTION] PROCEDURES

A. When a non-probationary employee's job performance falls below that which is expected of the position, the supervisor shall promptly and specifically inform the employee of the deficiencies in writing, the employee shall sign the notice of deficiency and have a copy placed in the employee's personnel folder. The employee shall be granted a reasonable period of time for improvement or correction of the noted deficiency of not less than thirty (30) calendar days or more

than ninety (90) calendar days. If the employee's work performance does not meet standards after the improvement period, then the supervisor may begin disciplinary action as outlined under Article 26 of this Agreement.

B. Written reprimands may be removed from an employee's personnel file at the written request of an employee twelve (12) months after the date of the reprimand, provided no additional discipline has been issued to the employee during this period. Removals will be at the discretion of the City based on the nature of the reprimands and the employee's performance after the reprimand was issued. A denial of request for removal of a written reprimand will be forwarded to the Union and be subject to the grievance process.

C. Disciplinary action may consist of, but not limited to, documented verbal warning, written reprimand, suspension or leave without pay, or termination. **No covered employee may receive disciplinary action without just cause.**

D. **When the City receives a complaint regarding an employee the City shall take the following steps. This shall be the sole process for administering discipline to covered employees.**

1. **Investigatory Meeting** - As soon as practicable, based upon the nature of the complaint, the Department Head and/or the City Administrator shall notify the covered Employee that he/she has received a complaint and schedule a meeting with the employee to investigate the complaint. The covered Employee is entitled to have a Union Representative with him/her at this investigatory meeting, if he/she so chooses. The Employee and the Union Representative shall have the right to know what the Employee is being accused of and allow the Employee to explain their actions regarding the events leading up to and subsequent (if applicable) to the alleged incident. The Union Representative shall attend the Investigatory Meeting to ensure the Employee's Rights are preserved, but shall not be allowed to answer questions or speak on behalf of the Employee. During the investigatory meeting, the Union Representative shall have the right to ask follow up questions pertaining to the investigation. An Employee's refusal to attend the Investigatory Meeting shall be deemed insubordination, potentially subjecting the Employee to additional disciplinary action. If the Employee is required to return to the City of Ely to attend an Investigatory Meeting after his/her shift or on a day off, he/she shall be paid for all time spent with the Department Head and/or City Administrator.

2. **Administration of Discipline.**

(a) Within five (5) business days following the investigatory meeting with the covered Employee and his/her Union Representative (if applicable) the Department Head and/or the City Administrator shall make a decision regarding administering any disciplinary action. In the event the City decides that a violation of City of Ely Personnel Policy Manual has occurred and based upon the severity of the infraction and prior disciplinary status of the covered Employee, unless the Employee receives a documented verbal warning, the Department Head and/or the City Administrator shall reduce the discipline to be administered into writing, identifying the nature of the complaint, the results of the investigation, the level of discipline to be administered, and the rationale for the level of discipline administered. In addition, the Department Head and/or the City Administrator shall

admonish the Employee that future infractions could lead to additional disciplinary action, up to and including, suspension pending termination.

(b) Depending on the severity of the alleged violation of policy, the Department Head and/or City Administrator shall provide the covered Employee with at least twenty-four (24) hours' advanced notice from the investigatory meeting to the administration of discipline. In appropriate circumstances, the City may place the covered Employee on Leave Without Pay, pending a determination of what level of discipline may be appropriate based upon the nature of the allegation and the results of the investigatory meeting. If the City determines to place an employee on Leave Without Pay, the Department Head or the City Administrator shall contemporaneously notify the Union of the action. The parties stipulate and agree that the employee, or the Union on behalf of the employee, retains the right to argue at each step of the grievance procedure that the time spent on Leave Without Pay was excessive. The parties further stipulate and agree that the City retains the right to place an employee on Leave Without Pay status for a period of forty hours and based upon unusual circumstances, including, but not limited to, the unavailability of a necessary witness to be interviewed or criminal investigation being conducted by law enforcement, by mutual agreement with the Union in writing, extend the Leave Without Pay status for an additional 40 hour period. At the end of the Leave Without Pay period, the City must decide to issue discipline or return the employee to work.

(c) The City may determine to immediately administer disciplinary action, especially in circumstances when allowing the Employee to return to the work place is unsafe, could result in loss of City property or information, or where the Employee's conduct could negatively impact the moral of fellow employees or the operations of the Department, in which case, the City reserves the right to administer discipline immediately following the investigatory meeting.

(d) The employee shall have the right, but not the obligation, to respond, in writing, to any disciplinary action administered by the Department Head and/or City Administrator and have a copy of the written response attached to the administered disciplinary action. In order to attach a written response, the employee must provide that written response no later than thirty (30) calendar days from administration of disciplinary action. Any response will remain in the employee's personnel file pursuant to this Article.

E. All disciplinary actions under this Article shall be subject to the grievance procedures identified in Article 26.

ARTICLE 6

CREATION OF NEW JOB CLASSIFICATIONS

A. If at any time either the City or the Union feels that a new job classification should be written or the grades for a particular job classification is incorrect or inappropriate, the City and the Union shall negotiate any such changes.

B. The City and the Union will jointly work to create and complete all job classifications and work performance standards covered by this agreement, and all current job classifications will be

updated to current standards. Employees will provide proposed job classifications to the City and the Union.

ARTICLE 7

PERSONNEL FILE

A. Each employee shall have the right, upon request and at any time reasonable, to review the material in his/her personnel file.

B. A representative chosen by the employee may, at the employee's request, accompany the employee in this review.

C. All material in this file must be signed by the employee and dated and a copy provided to the employee at the time it is signed. No anonymous letters or material shall be placed in this file.

D. An employee on written request to the City may receive copies of all materials in their personnel file.

E. Each employee shall have the right to respond, in writing, to any imposed discipline placed in their personnel file. Such response shall be completed within thirty (30) calendar days. The City has five (5) business days to respond to employee's written response and provided a copy to the employee and placed in his/her file.

F. Upon written request of an employee, or the Union on behalf of an employee, a copy of any disciplinary records, performance evaluations or payroll related documents necessary to prosecute a grievance on behalf of the employee, shall be provided to the employee or the Union. In order to produce a copy of documents for the Union on behalf of an employee, the employee must authorize the release of documents, in writing, signed and presented to the City of Ely. The City shall have five (5) business days to produce the requested records. A copy of the authorization shall remain in the employee's personnel file.

G. After one (1) year the member may request in writing that any derogatory or adverse documents relating to discipline be removed. All derogatory or adverse documents relating to discipline shall be removed after two (2) years if no other disciplinary action has occurred within that two (2) years, upon written request of the employee.

ARTICLE 8

PROBATIONARY/QUALIFYING PERIOD

A. Employees shall serve a probationary period during which time their work performance and general suitability for city employment will be evaluated. The probationary period for all classifications shall be six (6) months. The City may request an extension of the probationary period through a meeting with city management, the union, immediate supervisor and the employee to discuss the option of extending the probationary period for no more than an additional six (6) months.

B. Employees who are rehired following a break in service of ninety (90) calendar days or more, shall serve a new probationary period.

C. During the probationary period, or any extension thereof, the employee may be disciplined, up to and including termination, without recourse to the Grievance and Arbitration procedure of this Agreement.

D. Probationary employees may not promote, demote or transfer to another position during the probationary period.

E. Employees who have successfully completed an initial probationary period and who are subsequently selected for a voluntary transfer, promotion or voluntary demotion will be required to serve a qualifying period of not less than three (3) consecutive months, but not more than six (6) consecutive months.

1. If, during this qualifying period, the affected employee fails to demonstrate that he/she can completely and satisfactorily perform the duties of the position, the city may offer the employee an opportunity to return to the position the employee held immediately preceding the transfer or promotion should a vacancy exist. In the alternative an employee may request to return to his or her former position within sixty (60) calendar days of promotion or transfer.

2. If no vacancy exists and the employee fails the qualifying period, the employee may be released from his/her employment, subject to the grievance and arbitration procedures of this agreement.

ARTICLE 9

PROCEDURE FOR FILLING VACANCIES

A. All position vacancy announcements shall contain all necessary information. The position shall first be posted on the bulletin board in each department or office. The Union Stewards shall be provided a copy of all job vacancy announcements.

B. After an internal posting of ten (10) calendar days, the City may submit the vacancy announcement to the general public.

C. Employees interested in being considered for the position shall submit an application to the **City Administrator before the internal recruitment closes** [~~department head responsible for filling the vacancy~~].

D. All employee applications will be considered in determining who is best qualified for the position. Factors to be considered in making the selection will include City service, appropriate education, training, experience, past performance, past disciplinary actions, and the results of an oral interview. All other factors being equal between two internal candidates, the length of service and specialized training received within the City will be the deciding factors.

E. If the City anticipates no current employees will apply for a vacant full time position, the City shall notify the Union, in writing, that it intends on running a recruitment both internally and externally at the same time to expedite the recruitment process. If internal applicants apply for the vacant position, they shall have the first opportunity to fill that position.

ARTICLE 10

WORKING OUT OF CLASSIFICATION/ACTING PAY

Those employees required to fill a higher classification due to the absence or incapacitation of the incumbent or to assist with workload issues in the higher classification shall be entitled to the higher classification salary for all hours worked in the higher classification. Prior authorization must be obtained to work in a higher classification from either the lead worker or City Management.

ARTICLE 11

STEWARDS AND BULLETIN BOARDS

I. Stewards

A. The Union may designate one (1) employee in each department or areas as shop steward and this steward shall be authorized to meet and confer with [the] City employees and department heads concerning the enforcement of the provisions and terms of this agreement and other working conditions.

B. The Union Business Representative and the steward may meet with the City Council or the City Clerk/Administrator or his designee for the purpose of communicating concerns of the parties.

II. Bulletin Boards

The City will provide reasonable space on the Official bulletin boards for the use of the Union. All such posting of notices must be designated by a representative of the Union.

ARTICLE 12

ORIENTATION OF NEW EMPLOYEES

The Union shall be notified of the employment of persons within the bargaining unit. Upon notification and discussion with the supervisor, the Union steward will be granted time up to fifteen (15) minutes during the work day to orient all new employees concerning the Union. Orientation will not be done in a manner to disrupt the work environment and where the privacy of the parties is ensured.

ARTICLE 13
UNION DUES

A. Employees may authorize payroll deduction for the purpose of paying Union dues. Upon written authorization to the City from an employee, the City agrees to deduct from the wages of the employee, the amount equal to one half the total monthly dues.

B. The sums deducted shall be forwarded to the Union after the deduction has been made. The City also agrees to supply each time, the union with a list of employees who have authorized deductions. If the employee is new, the list will state "add." If the employee leaves the City, the form will state "delete."

C. The Union agrees to indemnify, defend and hold the City harmless against any and all claims or suits that may arise out of or by reason taken by the City in reliance upon any authorization cards submitted by the Union to the City. The Union agrees to refund to the City any amounts paid to it in error on account of the payroll deduction provisions upon presentation of proper evidence of error or mistake.

D. Dues deduction authorization shall be irrevocable for a period of one year and automatically renewed each year thereafter unless withdrawn by the employee the month immediately preceding the anniversary date of union membership.

E. The Union will certify to the City in writing the current rate of membership dues. The City will be notified in writing by the Union of any change in the rates of membership dues thirty (30) calendar days prior to the effective date of such change.

ARTICLE 14
RETIREMENT

A. All employees covered by this agreement shall participate in the Public Employees Retirement System (PERS) of the State of Nevada in accordance with the rules of that system as set forth in NRS Chapter 286.

B. Eligibility for retirement shall be governed by NRS 286.510 or its successor statute. Employees are advised to be familiar with these provisions as they apply to eligibility for retirement.

ARTICLE 15
MANAGEMENT RIGHTS

The City is entitled, without negotiation, to the sole right and authority to operate and direct the affairs of the City in all its various aspects pursuant to NRS 288.150.

ARTICLE 16
UNION BUSINESS LEAVE

A. One (1) employee from the bargaining unit for every five (5) employees may be selected by the Union to be on the negotiation committee and be granted leave from duty with full pay, for all meetings between the City and the Union for the purpose of negotiating the terms of this contract, when such meetings take place during which such employee is scheduled to be on duty.

B. Two (2) employee Union representatives may be granted leave from duty with full pay for all meetings between the Union and the City for the purpose of processing grievances, when such meetings take place at a time during which such employee is scheduled to be on duty.

C. The Union shall notify the City of the designated representatives who shall be authorized to fill those positions.

ARTICLE 17
JURY DUTY/COURT APPEARANCE

A. A leave of absence with pay shall be granted to any employee who is required by law to appear and/or serve as a witness or juror for the Federal Government, the State of Nevada, or a political subdivision thereof. The employee will be paid his/her regular salary while on leave of absence, but must remit to his/her department head, for the deposit in general fund, all fees which he/she may receive as a witness or juror. The employee shall retain reimbursement for mileage and per diem.

B. Employees appearing in court for the above stated reasons on scheduled days off shall retain the compensation as may be authorized for that appearance.

C. The employee shall be responsible for completing the time report for days of court leave granted while absent from his/her regular duties.

ARTICLE 18
CLOTHING, UNIFORMS

I. Clothing

A. If required by City Management, or if required by applicable OSHA requirements, the City shall furnish an employee protective clothing and/or any uniform.

B. When an employee performs duties which may result in the employee's clothes being stained.

C. Service worker I and II, mechanic, assistant sexton, animal control officer, and equipment operators may request safety equipment as part of the budgeting process that will allow the employee to work in a safe work environment.

D. Landfill, streets, water and sewer employees are required to wear steel toed shoes. The City will pay up to [~~\$150.00~~] **\$250.00** yearly towards the purchase of new steel toed shoes with the proof of purchase from the employee in these departments.

E. Employees in the park and cemetery will be allowed to wear uniform shorts (except when performing a burial with the family at the grave site.

II. Dress Code: Office Environment

A. Sleeveless blouses or dresses, khakis, slacks, cropped pants, Capri pants, skirts of a reasonable length and appropriate style may be worn. Miniskirts (3" above the knee), low cut dresses or blouses, crop tops, shorts, skorts, cargo pants, t-shirts, denim tops, denim jeans, pullover sweatshirts, spandex, lycra, sweat suits, tank tops, or halter-tops (bare midriff), open toed shoes are prohibited. Attire should be appropriate for the area and work performed. Management in its sole discretion may allow office staff to deviate from this provision. The decision to deviate or not to deviate shall not be grievable by any employee. Management shall designate not less than two days per calendar month in which employees shall be entitled to wear jeans to work.

B. All visible tattoos must be covered and no body piercing allowed, except for earrings.

ARTICLE 19 **BUSINESS TRAVEL EXPENSES**

A. The City of Ely will reimburse employees for business travel expenses incurred while on assignments away from the normal work location. All business travel must be approved in advance by the City Clerk/Administrator or his designee. Employees will be compensated for business travel as outlined by FLSA.

B. Employees whose travel plans have been approved should make all travel arrangements through the City of Ely City Administrator's Office.

C. When approved, the actual costs of travel, meals, lodging, and other expenses directly related to accomplishing business travel objectives will be reimbursed by the City of Ely. Employees are expected to limit expenses to reasonable amounts.

D. City of Ely will pay employees for travel on City of Ely business on a per diem basis consistent with amounts for employees of the State of Nevada.

E. Any employee who is involved in an accident while traveling on business must promptly report the accident to the immediate supervisor. Vehicles owned, leased, or rented by the City of Ely may not be used for personal use.

F. Cash advances to cover reasonable anticipated expenses may be made to employees, after travel has been approved. Employees should submit a written request to their supervisor when

travel advances are needed.

G. With prior approval, employees on business travel may be accompanied by a family member or friend, when the presence of a companion will not interfere with successful completion of business objectives. Generally, employees are also permitted to combine personal travel with business travel, as long as time away from work is approved. Additional expenses arising from such non-business travel are the responsibility of the employee. The employee shall indemnify, defend and hold the City completely harmless for any and all claims arising out of his/her request to allow someone to accompany them on the trip. The City shall be in no way liable for any losses incurred by the employee or any family member or friend resulting from their participation in travel. The employee shall be required to use his/her own personal vehicle if taking a family member or friend on any business trip.

H. A trip report for all training travel involving seminars for the City is required. The trip report shall include a brief discussion of the reason for the trip, what was achieved or learned, and how the trip was beneficial to the City.

I. When travel is approved, the employee should contact their supervisor for guidance and assistance on procedures related to travel arrangements, travel advances, expense reports, reimbursement for specific expenses, or any other business travel issues.

J. Abuse of this Business Travel policy, including falsifying expense reports to reflect costs not by the employee, can be grounds for disciplinary action, up to and including termination of employment.

ARTICLE 20

MEDICAL AND LICENSE REQUIREMENTS

Any and all fees and/or costs associated with employee requirements for licensing (**excluding licensing and fees for the State of Nevada Class C driver's license**) and/or examinations necessary for continuing employment shall be paid for by the City.

ARTICLE 21

LAY OFF

A. Seniority is defined as length of service with the City of Ely.

B. Seniority by department shall be the determining factor in the case of layoff, demotions (in lieu of layoff) and recalls. Layoffs shall be in reverse order of seniority. Any employee who is laid off may bump an employee in another department with less seniority, when the job descriptions and skills of the positions are similar or less. The City shall give written notice thirty (30) calendar days prior to an employee's layoff or demotion in lieu of layoff. A City wide re-employment list shall be established for employees affected by layoffs and/or demotions. Seniority with the City is the priority of the re-employment list. If an employee is offered re-employment, but not qualified for the position, the City would continue down the list until they

find an employee qualified. If no employee is qualified, then the City shall offer to train, by seniority, an employee on the list willing to train for the position. If an employee refuses an offer of re-employment, for which she/he is qualified, the employees shall be removed from the list. Recall to employments shall occur in inverse order of layoff.

C. If an employee exercises bumping rights into another classification, the employee would retain his/her step on the wage scale in the new classification.

D. Any regular status employee reduced in grade or laid off under this Article shall have his/her name placed on the appropriate recall list as determined by the following:

Employees with:

- 0 to 8 Years of Service = 1 year recall period
- 8 or more Years of Service = 2 year recall period

E. The City will maintain the official recall list. Any employee who has been laid off shall be notified through certified mail, return receipt requested, at his/her last known address, of an offer of recall and shall, within twenty-one (21) calendar days from the date of mailing, respond affirmatively in person to the City Administrator of acceptance of the offer of recall. Failure to respond within the twenty-one (21) calendar day period will constitute waiver of the right to recall and that person will be removed from the recall list. An employee must be available for work within two (2) weeks of acceptance of the offer. Upon recall after layoff, the time that the person was on layoff shall be counted as a break in service; however, the employee, upon return, shall resume accruing all benefits at the same level as at the time of layoff.

ARTICLE 22

LEAVE OF ABSENCE

I. Leave of Absence Without Pay

A. Leave without pay may be granted only to an employee who desires to return to City Service.

B. Leave without pay for less than thirty (30) calendar days must be granted by the City Administrator.

C. Leave without pay for thirty (30) calendar days or more may be granted for the good of the public service by the City Council.

D. The employee shall retain his/her status as a public employee and the pay, leave and benefits accrual level as prior to the approved leave.

II. Leave of Absence With Pay

- A. When it is impractical for a registered voter to vote before or after his normal working hours.
- B. When an employee acts as a volunteer firefighter or EMT as provided by NRS 268.

III. Unauthorized Absence

- A. An unauthorized absence from work shall be a no-call/no show and may be cause for disciplinary action, up to and including termination.
- B. An unauthorized absence for three (3) consecutive days shall be regarded as an automatic resignation from City employment.

ARTICLE 23

SICK LEAVE

I. Accruals

- A. Employees shall start accruing sick leave upon the date of hire, but shall not be allowed to utilize sick leave accruals until completion of their probationary period. A probationary employee who fails to satisfactorily complete their probationary period shall not be entitled to payment for any accrued sick leave.
- B. Full time employees shall accrue sick leave at the rate of 3.7 hours per pay period.
- C. Part time employees shall accrue sick leave based on the number of hours hired to work per year. For example, a part time employee hired to work twenty (20) hours per week will accrue sick leave at fifty percent (50%) of the full time employee or 1.85 hours per pay period.
- D. Employees hired on an intermittent or temporary basis shall not accrue sick leave.
- E. Employees are encouraged to bank their sick leave in the event of a catastrophic illness or injury. In the event an employee voluntarily terminates his/her employment or is terminated as the result of a layoff, he/she shall, based on seniority as defined in Article 18, be entitled to payment for unused accrued sick leave at his or her regular hourly rate upon termination as follows:

0 through 9 years of service	10%
10 through 15 years of service	20%
16 through 20 years of service	30%
21 or greater years of service	40%

- F. In the event an employee passes away during his/her employment with the City, the City shall pay to the designated beneficiary of the employee's estate that portion of sick leave accruals based on the employee's years of service at the time of his/her passing pursuant to this Article.

II. Worker's Compensation

A. In the event an employee is absent due to an employment connected temporary disability, he/she may receive compensation as determined by the State Industrial Insurance Commission and may receive an amount from the City which would cause the amount received by the employee to equal his/her salary at the time of his/her disability. Such payments from the City shall not extend beyond an employee's accumulated sick leave and annual leave.

B. In the event compensation is immediately established by the State Industrial Insurance Commission and the employee draws full sick leave pay from the City and subsequently receives State Industrial Insurance Commission compensation, he/she shall repay the City the amount of such compensation pay received to cover the period which was covered by City sick leave.

III. Sick Leave Use

Employees are entitled to use sick leave only when incapacitated due to sickness or injury or when receiving necessary medical, optomology, orthodontia, dental service or examination, or illness or death in his/her immediate family.

ARTICLE 24

BEREAVEMENT LEAVE

A. If an employee wishes to take time off due to death of an immediate family member, the employee should notify his/her supervisor immediately. Day shall be defined as an eight (8) hour increment.

B. Employees may use three (3) days paid bereavement leave. Bereavement leave in excess of three (3) days up to two (2) additional days, will be charged against an employee's sick leave balance, if available. If there is no sick leave balance available, an employee may charge the additional two (2) days bereavement leave against their available annual leave or if there is no accrued annual leave, take time off without pay.

C. Bereavement pay is calculated based on the pay rate at the time of absence and will not include any specific forms of compensation, such as incentives, commissions, bonuses, or shift differentials.

D. Approval of bereavement leave will occur in the absence of unusual operating requirements. Any employee may, with the supervisor's approval, use any available paid leave for additional time off as necessary.

E. City of Ely defines "immediate family" as the employee's spouse, or registered domestic partner, parent, child, sibling, the employee's spouse's parent, child, or sibling, the employee's child's spouse, grandparents or grandchildren.

F. Special consideration will also be given to any other person whose association with the employee was similar to any of the above relationships.

ARTICLE 25

MILITARY LEAVE

A. A military leave of absence will be granted to employees, except those occupying temporary positions, to attend scheduled drills or training or if called to active duty with the U.S. armed services.

B. Employees will continue to receive full pay while on leave for two-week training assignments and shorter absences. The portion of any military leaves of absence in excess of two weeks will be unpaid. However, employees may use any available paid time off for the absence.

C. Subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible, health insurance benefits will be provided by City of Ely for the full term of the military leave of absence.

D. Employees on two-week active duty training assignments or inactive duty training drills are required to return to work for the first regularly scheduled shift after the end of training, allowing reasonable travel time. Employees on longer military leave must apply for reemployment in accordance with all applicable state and federal laws.

E. Every reasonable effort will be made to return eligible employees to their previous position or a comparable one. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service, such as the rate of vacation accrual and job seniority rights.

Article 26

Grievance Procedure

I. Definitions

~~A. A grievance shall be defined as a dispute between an employee, a group of employees, or the Union and the City which involves the interpretation, application, or enforcement of any provisions of the Agreement.~~

~~B. Day A working day shall be defined as any day Monday through Friday, excluding weekends and holiday.~~

H. Time Limits

~~The parties agree that the time limitations defined in this Article shall be adhered to. A violation of a prescribed time limitation in this Article by the City shall, in the event of arbitration, require the arbitrator to consider such failure and apply the appropriate weight resulting from the failure, in rendering a decision. The parties of this Agreement may grant an extension to the requesting party if said extension request is in written form and approved by the party receiving said request. A request for extension shall include the length of extension being requested.~~

III. ~~Procedure for filing a grievance~~

~~All grievances will be processed in the following manner:~~

~~A. Step 1:~~

~~1. Within fifteen (15) working days of the event giving rise to a grievance or knowledge of the event giving rise to a grievance, the employee will present the written grievance to his/her department head for action.~~

~~2. The grieved employee may request representation by an employee or non-employee Union Representation at this hearing. The department head shall, within fifteen (15) working days of receiving the grievance render a written decision to the grievant. Both parties can mutually agree to extend the timeline.~~

~~B. Step 2:~~

~~1. Should the grievant be dissatisfied with the department head response, the grievance shall be forwarded by the employee to the mayor or his designee for further action within fifteen working days of receipt of the department head's decision. The grievance will be reviewed and a decision rendered by two disinterested persons: "neutral decision makers". The neutral decision makers will be the mayor or his designee and another department head of the employee's choice. The neutral decision makers will have fifteen working days to review the grievance from the employee and prepare a written determination. The neutral decision makers will determine the facts surrounding the grievance, determine what occurred and decide a proper course of action to resolve the grievance based on the union contract, the personnel policy manual and relevant law on point. If the neutral decision makers cannot agree to a resolution the matter will advance to Arbitration. The grievant may designate a person to assist in preparation of the grievance and in answering any questions posed by the neutral decision makers. The grievant may select the union steward or any other person, however, the grievant may only use a single representative during Step 2. Both parties may mutually agree in a written instrument to extend the timelines.~~

~~C. Step 3 Arbitration:~~

~~The Union may request arbitration of a grievance if the determination by the neutral decision makers is unsatisfactory to the employee. The Union will notify the City in writing of such a decision within ten days of receipt of the decision rendered in Step 2. The Union will request a list of arbitrators from the State of Nevada Arbitrators, whose arbitration rules and procedures will apply. On receipt, the parties will alternately strike names from the list until a single name remains to serve as an arbitrator. The union will be the first party to strike a name from the list. Both parties may mutually agree in a written instrument to extend the timelines.~~

~~D. Arbitrator's Authority~~

~~The decision of the arbitrator is final and binding on the parties and fully enforceable as a final~~

judgment. The arbitrator will not add to, subtract from, or modify any of the terms of this Agreement, or any supplemental Agreement. The award of the arbitrator shall be based on the evidence presented at the hearing.

~~_____ E. _____ Expenses~~

~~_____ The fees of the arbitrator and a court reporter will be borne equally by the union and the City. Each party shall be responsible for its own witness fees, legal fees or preparation fees. City employees required to testify at the hearing during regular working hours will be paid their actual rate of pay and will return to their job duties as soon as time permits.~~

~~_____ F. _____ Compliance~~

~~_____ The parties agree to comply with the arbitrator's decision within five (5) working days of receipt of the decision. The arbitrator will endeavor to render a discharge related decision within fourteen (14) working days of the hearing. All other decisions will be rendered within thirty days of the hearing.~~

~~_____ G. _____ Automatic Withdrawal or Advance of Grievance~~

~~_____ In the event the grievant fails to adhere to timelines, the grievance is considered to be withdrawn. If the City fails to respond within the timelines, all non-monetary grievances will be considered settled in favor of the grievant, all other grievances shall advance to the next step.~~

~~_____ H. _____ Reprisal~~

~~No employee shall suffer retaliation, reprisal, or discrimination for filing a grievance, assisting in the preparation of a grievance or providing testimony.~~

I. General.

1. Except where a remedy is otherwise provided for in this agreement, any Employee shall have the right to present a grievance arising from his employment in accordance with the rules and regulations of this procedure. A grievance shall be defined as a dispute between the City and the Union arising over the interpretation or application of a specific provision of this Agreement or the administration of disciplinary action, excluding documented oral or verbal warnings. The employee shall have thirty (30) calendar days from issuance of verbal warning to submit a written letter of rebuttal to be placed into their file and attached to the documented verbal or verbal warning pursuant to Article 7 of this Agreement. Grievances as defined above shall be resolved pursuant to this Article.

2. The City and the Union must act in good faith and strive for objectivity, while endeavoring to reach a solution at the earliest possible step of the procedure. The aggrieved Employee shall have the assurance that filing of a grievance will not result in reprisal of any nature. The aggrieved Employee shall have the right to be represented or accompanied by a representative of the Union

or another employee of their choice at all stages of the Grievance Procedure. The Union may be present at any or all such meetings, however, if they are not representing the employee, they are limited to observing the meeting only.

3. Certain time limits in the Grievance Procedure are designed to quickly settle a Grievance. It is realized, however, that on occasion the parties may be unable to comply with the established limitations. In such instances, the limitations may be extended upon the mutual agreement of all parties, in writing, in advance of the expiration of the time limits. Deadlines, which fall on a non-business day will automatically be extended to the next business day. A business day is defined as Monday through Friday, excluding observed holidays.

4. Failure of the aggrieved Employee to file an appeal from one step of the Grievance Procedure to the next step of the Grievance Procedure within the prescribed time limit for any step of the procedure shall constitute abandonment of the grievance. The City shall abide by prescribed time limits. The failure of the City to abide by the prescribed time limitations in processing the grievance shall result in the grievance automatically advancing to the next step, unless an extension of time is mutually agreed upon by the parties, in writing.

5. The City shall be responsible for conducting all conferences, meeting or hearings under the formal grievance procedure, and shall notify all affected parties in writing of the next scheduled meeting on the grievance.

6. When two or more Employees experience a common grievance, they may initiate a single grievance proceeding at Step 1.

II. Grievance Procedure.

Step 1. Grievance:

When an Employee or Employees becomes aware that the City is dissatisfied with their work performance or they have received disciplinary action as defined in Article V, or an employee, group of employees or the Union on behalf of the employees, believe a violation of the contract has occurred, the Employee or the Union on behalf of the employee, may file a grievance requesting the grievance be presented to the City Administrator for review. This request must be made in writing within fifteen (15) working days of notification of substandard work performance or in the alternative issuance of disciplinary action or the Union discovering a potential violation of this Agreement. The City Administrator, unless circumstances prevent him/her from doing so, shall hear the grievance and give a written decision within ten (10) working days of receipt of the formal grievance. The City Administrator must provide both the aggrieved employee and the Union with a copy of his/her response.

Step 2. Board of Adjustments:

1. If the employee is dissatisfied with the results of the Step 1 Grievance, the employee or the Union on behalf of the employee may file a request to submit the grievance to the Board of

Adjustment. The employee, or the Union on behalf of the employee, must file the request to submit the matter to the Board of Adjustment within ten (10) working days following the issuance of the response to the Step 1 grievance. Failure to do so shall result in the grievance being denied.

2. The purpose of the Board of Adjustment is to provide a mechanism to allow the parties to settle disputes. It is not negotiations, but a review of the facts and the contractual terms applicable to the grievance to determine if there is a resolution that may be reached. Within thirty (30) calendar days or as soon as reasonable and practicable a the Board of Adjustment will meet to hear grievances not resolved at Step 1 and timely filed by the employee or the Union on behalf of the employee. The Board will be comprised of four (4) members, two (2) appointed by the Union (any staff members of Operating Engineers Local Union #3, such as business agents, District Representatives, Officers or members of the Bargaining Unit and the Mayor and the Departmental Liaison (City Council member responsible for the employee's department)).

3. The Board of Adjustment will hear presentations from the Union and City representatives regarding the grievance(s) scheduled for that day, and render a decision the same day of the hearing(s). In a dispute arising out of the terms of the contract, the Union shall have the burden of proof and in a disciplinary or performance dispute, the City shall have the burden of proof. The parties stipulate and agree that the burden of proof is defined as preponderance of the evidence (meaning it is more likely than not that the contract means what it says, or it is more likely than not that the employee did what they are accused of doing). In the event the Board of Adjustment cannot settle grievances at this Step of the procedure, the employee or the Union on behalf of the employee may notify the City in writing within ten (10) days of the Board's decision of its intent to request to mediate or arbitrate the dispute.

Step 3. Mediation:

1. If the matter is not settled to the satisfaction of the employee or the Union on behalf of the employee at the Board of Adjustment, the Union or City, may decide by written mutual agreement, to bypass Mediation, and take the matter to arbitration.

2. If the matter is not resolved based on the response of the Board of Adjustment, the parties may, by mutual consent, request the services of a mediator from the Federal Mediation and Conciliation Service. If the parties have agreed to mediation, the mediator shall convene a meeting between the City and the Union for the purpose of seeking resolution of the matter. The City and the Union shall make a good faith effort to resolve the matter in mediation. If the matter is not resolved in the first mediation session, at the request of the mediator and the consent of each party, one or more subsequent meetings may be held. After the initial meeting, either party may choose to discontinue mediation by notifying the other party in writing.

3. Any mutual meeting of the minds and/or settlement at mediation shall resolve the grievance and the mediated settlement may be enforced pursuant to NRS. In addition, the parties agree and stipulate, in advance, that any settlement reached at mediation shall not affect any other matter or grievance, unless it involves the application of a particular contractual provision.

Step 4. Arbitration:

1. If the matter is not settled by the Board of Adjustment and upon notification of either party to bypass or discontinue mediation, within ten (10) working days of the written notification, the employee or the Union on behalf of the employee, may request the grievance be advanced to arbitration. The arbitration shall be heard by a single arbitrator selected from a list of seven (7) arbitrators furnished by the Federal Mediation and Conciliation Services (FMCS) or the American Arbitration Association with a copy of the request provided to the City. The employee or the Union on behalf of the employee shall request the list within ten (10) working days and upon receipt of the list, shall provide a copy to the City. Within five (5) working days of receipt of the seven (7) member arbitration panel, the parties shall strike names, with the Union striking first, and the City striking next, alternating back and forth until one arbitrator remains. Once the arbitrator has been selected, the parties shall submit a joint request to the arbitrator for available dates to conduct the arbitration.

(a) The decision of the arbitrator shall be final and binding. The decision shall be in writing and issued to the parties within sixty (60) calendar days following the arbitration and shall set forth: findings of fact, conclusions of law, reasoning, and conclusion on the issues submitted.

(b) The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement; nor will the arbitrator have any power to amend, modify, add, or delete provisions of the Agreement.

(c) The fees and expenses of the arbitrator and a court reporter shall be borne equally by the parties. A party requesting a copy of the written transcript shall pay all fees and costs associated; however, if the other party requests a copy of the transcript, all such fees and costs shall be shared equally.

III. Miscellaneous.

1. Any Employee, seeking or filing a request to have his/her grievance reviewed, shall not be discriminated against while doing so. Moreover, the parties agree that no employee shall be harassed for testifying at any step of the grievance procedure, assisting another Employee to prepare a grievance, or acting as a representative of any Employee requesting a grievance review.

2. For purposes of this agreement, the term "work day" means any day Monday through Friday excluding holidays.

3. The time limits set forth in this Article, shall be strictly construed. They may be extended by mutual written agreement of the parties. If the employee, or the Union on behalf of the employee, fails to file and/or process the grievance in a timely manner, it shall be conclusively presumed that the grievance is withdrawn with prejudice or satisfied. If the City fails to respond to the grievance in the time limits established in the preceding sections the grievance shall automatically progress to the next step of the grievance procedure.

ARTICLE 27

SENIORITY

A. Seniority means the length of an employee's continuous service with the City. An employee who has not completed the initial probationary period shall not be considered a regular employee. Preference in vacation scheduling and extra days off shall be by seniority.

B. An employee's continuous service record (seniority) shall be broken by voluntary resignation. Part time employees shall earn seniority based on the number of hours worked each year (based on the employee's hire date). For example, an employee who works 1040 hours during their anniversary year shall earn one-half (1/2) year of seniority.

C. Continuous Service:

The following shall not be considered as breaks in continuous service for all personnel actions:

1. Authorized military leave for active service, provided that the person is reinstated within ninety (90) calendar days following honorable discharge or release from active duty from military service.

2. Authorized military leave for training duties not to exceed thirty (30) calendar days in one calendar year.

3. Authorized leave with pay which the City deems to be beneficial to the public service.

4. Authorized leave without pay for thirty (30) working days or less in any calendar year.

5. Authorized leave without pay for more than thirty (30) working days which the City deems beneficial to the public.

ARTICLE 28

HOURS OF WORK, OVERTIME AND SHIFT DIFFERENTIAL

I. Hours of Work

A. Rest periods of 15 minutes shall be taken at or near the middle of every four-hour work period as is operationally practical.

B. Rest periods shall be taken sufficiently near the work site so as to insure that such periods do not exceed 15 minutes.

C. If employees are working a reasonable distance from the City maintenance shop, they may take their break at the shop at the discretion of the Department Head.

D. A rest break may be taken when working overtime outside of regular working hours with the permission of the Department Head.

E. The standard work schedule for full time employees in non-office environments shall consist of an eight hour day with an unpaid 30 minute lunch period.

F. The standard work schedule for full time employees in an office environment or the landfill shall consist of an eight (8) hour day with an unpaid one (1) hour lunch period.

II. Overtime

A. Overtime work must be approved by the Department Head in advance.

B. Any work required of an employee on a day when no work was scheduled for him/her, or for which he/she is required to return to his/her place of employment, shall be considered to be at least two (2) hours in duration, and shall be compensated at the overtime rate of pay (1.5) times the employee's regular rate of pay. However, if an employee is called to duty within thirty (30) minutes prior to regularly scheduled work, such additional work shall be regarded as an extension of the work day and shall be paid as overtime on an hourly basis to the nearest one-half (.5) hour. The employee may, with the City's approval, leave one-half hour earlier in lieu of payment of overtime under this provision.

III. Overtime Compensation

A. An employee regularly scheduled to work a five (5) day, forty (40) hour week shall be paid time and one-half (1.5) times his/her regular straight time hourly rate of pay for all hours worked in excess of eight (8) hours in the day, or forty (40) hours in the week, or compensatory time off as set forth below in paragraph IV of this Article.

B. Except as set forth in paragraph II B of this Article, an employee regularly scheduled to work part time as defined in Article 3, shall be paid his/her regular straight-time hourly rate of pay for all hours worked not to exceed eight (8) hours in the day (unless working a regular ten (10) hour shift), and in any case shall be paid time and one half (1.5) his/her regular straight time hourly rate pursuant to paragraph III. A above for all hours worked in excess of eight hours in a shift or forty (40) hours in the week, or compensatory time off as set forth below in paragraph IV of this Article.

C. An employee regularly scheduled to work a four (4) day, forty (40) hour work week shall be paid time and one-half (1.5) his/her regular straight time hourly rate of pay for all hours worked in excess of ten (10) hours in the day, or forty (40) hours in the week, or compensatory time off as set forth below in paragraph 4 of this Article.

D. Overtime premium shall not be pyramided.

IV. Compensatory Time Off

A. Overtime compensation may be paid in cash or in compensatory time off under the following restrictions:

1. Employees who earn overtime may with the approval of the City Administrator or Designee elect overtime pay or compensatory time off work. Compensatory time off work will be granted at the rate of 1.5 hours off for each overtime hour worked. Employees who elect compensatory time off may accrue up to 40 hours compensatory time off. Employees have six months to utilize compensatory time off banks to forty hours or less, or be paid at time and one half for each overtime hour worked at the hourly rate the compensatory time was accrued.

B. All Department Heads will distribute overtime as equitably as possible. Full-time employees shall be given preference. Should no volunteers be found, the City may offer such overtime to part-time employees.

V. Shift Differential for Snow Removal and Schedule Change

A. The parties recognize that during the winter months it may become necessary to change employees' shifts to work at night for snow removal. To that end, the parties agree that employees' whose shifts will be changed for snow removal, shall receive twenty-four (24) hours notice of the need to change the shift. If no employees volunteer for the shift change, then the City reserves the right to assign at least two (2) employees to cover the changed shift.

B. If an employee's shift is changed for purposes of snow removal, and the need to work that shift does not materialize, the City shall have the right to call-off the employee. If an employee is called off under this provision then the employee shall receive four (4) hours of pay at his/her regular rate, plus shift differential for the four (4) hours.

C. Shift differential shall only be paid for snow removal for hours worked between 8:00 pm and 6:00 am.

D. Shift differential pay shall be \$4.00 per hour.

ARTICLE 29
LONGEVITY PAY

A. Employees hired on or before June 30, 2015 shall be entitled to longevity pay. Upon completion of (5) years of continuous employment, an employee shall receive the following longevity pay:

YEARS OF COMPLETED SERVICE	AMOUNT
5	\$450.00
6	\$500.00
7	\$550.00
8	\$600.00
9	\$650.00
10	\$700.00
11	\$750.00
12	\$800.00
13	\$850.00
14	\$900.00
15	\$950.00
16	\$1,000.00
17	\$1,050.00
18	\$1,100.00
19	\$1,150.00
20	\$1,200.00
21	\$1,250.00
22	\$1,300.00
23	\$1,350.00
24	\$1,400.00
25	\$1,450.00
26	\$1,500.00
27	\$1,550.00
28	\$1,600.00
29	\$1,650.00
30	\$1,700.00
31	\$1,750.00
32	\$1,800.00
33	\$1,850.00
34	\$1,900.00
35	\$1,950.00
36	\$2,000.00
37	\$2,050.00
38	\$2,100.00
39	\$2,150.00
40	\$2,200.00

B. Employees hired on or after July 1, 2015 shall not be entitled to longevity pay under this Article.

ARTICLE 30 **HOLIDAYS**

I. Recognized Holidays

A. The following are paid holidays for employees of the City of Ely:

1. New Year's Day
2. Presidents Day
3. Memorial Day
4. Independence Day
5. Labor Day
6. Nevada Day
7. Veteran's Day
8. Thanksgiving Day
9. Christmas Day

10. Or any other holiday or national day of mourning that may be designated by the President of the United States and the Governor of Nevada. When a designated holiday falls on Saturday or Sunday, the Friday before or the Monday after, respectively, shall be granted as the paid holiday. Due to a business necessity or an emergency falling on a declared national day of mourning, an employee will be allowed to take the time off on a future date at the discretion of their supervisor.

11. Martin Luther King Day
12. Day after Thanksgiving
13. Birthday Holiday (upon completion of new hire probation period, Article 8)

II. Holiday Pay

A. Employees shall be paid at their normal hourly rate for their shift for holidays which fall on their normal work day.

B. An employee called back to work on a designated holiday, shall receive his/her hourly rate for the holiday and shall be paid overtime pursuant to Article 28 of this Agreement for all hours worked on the holiday.

ARTICLE 31 **ANNUAL LEAVE**

I. Intent

A. Annual leave with pay is available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits. All regular full and part time employees are eligible to earn and use vacation time as described in this policy. Temporary employees do not accrue annual leave hours. Accruals are based on length of service and employment status. Annual leave accruals will not be earned during any period of unpaid leave of absence.

B. Probationary employees shall accrue annual leave beginning with their date of employment but shall not be allowed to use accrued annual leave until satisfactory completion of their probation. Should a probationary employee not complete his/her probation period for any reason, he/she shall not be entitled to payment for annual leave accruals.

C. Regular full and part time employees shall be allowed to accrue and maintain an annual leave bank of 240 hours. All hours accrued in excess of 240 hours must be used before the employee's anniversary date. All hours in excess of 240 hours not used, will be paid to the employee at fifty (50%) percent of his/her regular hourly rate in the pay period immediately following his/her anniversary date so that the employee's balance does not exceed 240 hours. Retirement credit shall not be earned from this payment.

D. Accrual rates will change the pay period following the employee's anniversary date.

E. Part time employees shall accrue annual leave based on the number of hours the employee is hired to work per year as a percentage of the accrual earned by full time employees. For example, a part time employee hired to work twenty (20) hours per week would accrue annual leave at fifty (50%) percent of the full time employee's rate with similar years of service.

II. Annual Leave Accrual Rate

<u>Years of Eligibility</u>	<u>Rate Per Pay Period</u>
0 [tø] through 5 years	3.08 hours
6 [tø] through 10 years	4.62 hours
11 [tø] through 15 years	6.46 hours
16 years or more	7.69 hours

A. Annual leave can be used in minimum increments of four (4) hours. To take annual leave, employees shall request advance approval from their supervisors. Vacation requests of two working days (16 hours) or less should be made as soon as possible, but not less than five (5) working

days prior to the first day of vacation. All other request of sixteen (16) hours or more shall be made ten (10) working days in advance. Requests will be reviewed based on a number of factors, including business needs, seniority and staffing requirements.

B. All accrued annual leave hours up to a maximum of 240 hours shall be paid to the beneficiary of the employee's estate if the employee passes away while employed.

ARTICLE 32

GROUP INSURANCE

All employees shall have the ~~[privilege of participating]~~ right to participate in the City group insurance program as the same is now or may hereafter be in effect. The employee may also choose not to participate or cover his/her dependents under the City of Ely's group health, vision and dental insurance plans.

ARTICLE 33

STRIKES

The Union agrees that there will be no strikes against the City under any circumstances.

For the purpose of this agreement the meaning of the word "strike" shall include but not be limited to any concerted stoppage of work, slowdowns, interruption of the operations of the City by the Union.

ARTICLE 34

SAVINGS CLAUSE

A. In the event that any provisions of this Agreement is or shall be rendered invalid by applicable legislation or be declared by court or regulatory agency of competent jurisdiction, such action shall not invalidate the entire agreement. It is the express intention of the City and the Union that all other provisions not rendered invalid shall remain in full force and effect, and the parties shall enter into negotiations to bring the invalid section or sections into compliance.

B. This Article does not preclude informal discussion between the parties if any matter which is not subject to negotiations or contract. Any such informal discussion is exempt from all requirements of notice or time schedule.

C. This Agreement shall be binding upon the Union, upon the City and upon their respective transferees, successors and assignees (in accordance with NRS Chapter 288). If the City shall, during the term of this Agreement, be disincorporated the City shall notify White Pine County District Attorney, as the representative of the White Pine County Commission, by certified mail of the existence of this Agreement and shall simultaneously send the Union, by certified mail, a copy of such notice given to the representative of White Pine County Commission. The Union retains the exclusive right to enter into collective bargaining with White Pine County on the terms and conditions of employment for employees covered by this collective bargaining agreement.

ARTICLE 35
SAFETY, HEALTH AND WELFARE

A Safety Committee composed of two (2) representatives each, the Union and the City will be set up to review safety concerns within the City. The Union representatives shall be appointed by the Union and the City representatives by the City. Regular safety meetings will be held no less often than every sixty (60) days. The recommendations of the Safety Committee will be provided to the City Clerk/Administrator and Union Stewards in written form no later than three (3) working days after the meeting on routine safety issues and immediately on critical issues.

ARTICLE 36
TUITION REIMBURSEMENT

I. Tuition Reimbursement

The City encourages its employees to continue improving their job skills and education. To that end, the City shall reimburse employees for the cost of tuition for job related training and/or college courses. The employee shall provide proof of payment of the class or training and must successfully complete the class or training. If a letter grade is awarded for the class the employee must obtain a "C" or better to be eligible for reimbursement. If no letter grade is provided, the employee must prove successful completion of the class or training. The employee, when enrolling in a job related college course shall provide his/her supervisor with the enrollment form and obtain approval from his/her supervisor to attend the class for tuition reimbursement purposes only.

II. Job Related Training

An employee wishing to attend a job related training class, or certification class shall provide his/her supervisor with a training and travel request, along with any applicable flyer, notice or other announcement describing the training the employee wishes to attend. If approved to attend the training class, certification course or seminar, the employee shall follow all of the requirements under Article 19 of this Agreement.

ARTICLE 37
WARRANT OF AUTHORITY

The City and the Union hereby warrant and guarantee that they have the authority to act for, bind, and bargain on behalf of each entity which they represent, during the term of this agreement.

EFFECTIVE DATE AND DURATION

This agreement shall be in full force and effect from July 1, [2015] 2018 and shall continue on force until June 30, [2018] 2020. It shall be automatically renewed from year to year thereafter unless amended by mutual agreement of the parties.

In witness whereof, the City and the Union have duly executed by their authorized representatives this ____ day of _____.

City of Ely

**OPERATING ENGINEERS LOCAL
UNION #3 OF THE IUOE, AFL-CIO**

Robert Switzer, City Administrator

Russell E. Burns, Business Manager

Melody Van Camp, Mayor

James K. Sullivan,
Recording-Corresponding Secretary

Marion Hansen, Mayor Pro Tem

Tim Neep, Public Employees Division

Charles H. Odgers, Esq., City Attorney

Chris Connor, Business Representative

Edward Bell, Committee

EXHIBIT (A) – WAGE SCALE**PAY SCALE****Effective July 1, 2018**

EMPLOYEES	HIRE RATE	1 YEAR ANNIV	2 YEAR ANNIV	5 YEAR ANNIV	10 YEAR ANNIV
Account/Utility Clerk	\$15.42	\$16.84	\$18.20	\$19.53	\$19.73
Administration Assist. I	\$13.43	\$14.67	\$15.86	\$17.02	\$17.19
Administration Assist. II	\$15.42	\$16.84	\$18.20	\$19.53	\$19.73
Animal Control Officer	\$15.98	\$17.46	\$18.87	\$20.25	\$20.46
Assistant Sanitation	\$19.39	\$21.17	\$22.89	\$24.56	\$24.81
Assistant Sexton	\$16.12	\$17.60	\$19.03	\$20.42	\$20.63
Assistant Treatment Plant Operator	\$19.61	\$21.41	\$23.50	\$26.10	\$26.63
Court Clerk	\$13.85	\$15.13	\$16.35	\$17.55	\$17.72
Engineering Tech	\$14.80	\$16.17	\$17.48	\$18.76	\$18.94
Equipment Operator I	\$18.94	\$20.68	\$22.36	\$23.99	\$24.23
Equipment Operator II	\$19.22	\$20.99	\$22.69	\$24.35	\$24.59
Equipment Operator III	\$19.50	\$21.29	\$23.02	\$24.70	\$24.95
Landfill Gate Clerk	\$14.84	\$16.21	\$17.52	\$18.80	\$18.99
Mechanic	\$18.98	\$20.73	\$22.41	\$24.05	\$24.29
Senior Court Clerk	\$15.42	\$16.84	\$18.20	\$19.53	\$19.73
Service Worker I	\$15.98	\$17.46	\$18.87	\$20.25	\$20.46
Service Worker II	\$16.75	\$18.30	\$19.78	\$21.23	\$21.44

Landfill Lead	\$26.56
Maintenance Lead	\$26.51
Streets Lead	\$26.56
Treatment Plant Lead	\$26.17
Water/Sewer Lead	\$26.17

Cost of Living Adjustment/Wage Rate Change

1. The parties agree that due to the financial situation facing the City of Ely, there shall be no guaranteed cost of living adjustments for the term of this Agreement. In recognition of this fact the parties agree to following:

a. Effective the first full pay period in July 2018, the City shall place sixteen (16) hours of annual leave in each employee's annual leave bank.

b. Effective the first full pay period in July 2019, the City shall place sixteen (16) hours of annual leave in each employee's annual leave bank. In the event the City is unable to financially provide the employees with at least a one percent (1%) increase in wages following collective bargaining identified below, the City shall place eight (8) additional hours of annual leave for a total of twenty-four (24) hours. If the employees receive at least a one percent (1%) increase, this additional eight (8) hours of annual leave shall not be placed in their annual leave bank. This provision shall not be eligible for renegotiation in 2019.

2. The parties agree that no later than the 15th day of January 2019, the Union shall have the right to request in writing to re-open negotiations on a cost of living adjustment for 2019.

3. Should the Union file their written request to re-open negotiations for a cost of living adjustment for 2019, the parties shall begin negotiations in February 2019 in order to attempt to reach a resolution before the final budget must be filed with the State of Nevada. The parties shall bargain in good faith on whether the City of Ely has the projected finances available to award a cost of living adjustment.

4. The City shall provide the Union a copy of the 2018 audited financial reports, along with a copy of the projected revenues and expenses for 2019/2020, along with any supporting documentation, if available, at the first negotiating session or as soon as the documents are available to the City.

5. Any negotiated agreement shall be reduced to a Memorandum of Understanding and present to the Union membership for approval and upon approval by the Union membership, to the City Council for final approval. If approved, such Memorandum of Understanding shall be provided to the signatories found at the end of this Agreement, names to be adjusted as necessary, and such terms, if required, shall be added to the Agreement for future purposes.

6. The bargaining representatives on both sides shall attempt to have their respective bodies approve any Memorandum of Understanding.

**EXHIBIT B
JOB CLASSIFICATIONS
EQUIPMENT OPERATORS**

Equipment Operator I

Must be capable of operating equipment listed for Operator I.

Equipment Operator II

One level above Operator I, must be capable of operating the equipment listed for the Department they work in.

Equipment Operator III

One level above Operator II, must be capable of operating the equipment listed. List includes all equipment City operates.

The City will require individuals to perform and successfully pass a skills ability test prior to being promoted to a higher level. Skills test will be designed and administered by City Supervisors and experienced City operators. Upon successful completion of the test a certificate will be awarded to the individual.

City will allow time during normal work hours for training, on the various equipment when time and conditions allow. Individuals are to receive authorization from both Department supervisors affected prior to starting the training.

Upgrades when Operating Equipment

When an employee has the approved training on a specific piece of equipment and is requested to operate the equipment, the employee will be paid acting pay for each hour, or portion thereof, worked in the higher classification pursuant to Article 10 of this Agreement.

Equipment Qualified to Operate

Operator Level I	Operator Level II			Operator Level III
Dump Truck	Road Dept.	Landfill	Water/Sewer	
Snow Plow	Dump Truck	Dump Truck	Dump Truck	Dump Truck
	Snow Plow	Snow Plow	Backhoe	Snow Plow
	Loader	Loader	Loader	Loader
	Grader	Grader	Grader	Grader
		Compactor		Compactor
		Dozer		Dozer
				Backhoe

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
37	WESTERN ENVIRONMENTAL T	105017	Lab Testing	05/25/2018	168.36	168.36	07/24/2018
Total 37:					168.36	168.36	
44	SAFETY SUPPLY & SIGN CO.	164800	Street Signs Acct NV1797	07/02/2018	105.15	105.15	07/23/2018
Total 44:					105.15	105.15	
48	STATE FIRE DC SPECIALTIES	NO17515	Sprinkler Maintenance	06/28/2018	175.00	175.00	07/23/2018
Total 48:					175.00	175.00	
250	WESTERN EMULSIONS INC	17357916	C00981	05/31/2018	896.75	896.75	07/24/2018
250	WESTERN EMULSIONS INC	17358017	C00981	05/31/2018	419.65	419.65	07/24/2018
Total 250:					1,316.40	1,316.40	
842	WHITE PINE COUNTY RECORD	JULY 2018	Recorder Fees for Landfill Liens	07/23/2018	35.00	35.00	07/24/2018
842	WHITE PINE COUNTY RECORD	LIENS	Filing Notices for Liens	07/19/2018	315.00	315.00	07/23/2018
Total 842:					350.00	350.00	
1110	CRACRAFT, MIKE	JUNE 2018	CELL PHONE	06/30/2018	40.00	40.00	08/02/2018
1110	CRACRAFT, MIKE	JUNE 2018	CELL PHONE	06/30/2018	40.00	40.00	08/02/2018
1110	CRACRAFT, MIKE	JUNE 2018	CELL PHONE	06/30/2018	40.00	40.00	08/02/2018
1110	CRACRAFT, MIKE	JUNE 2018	Awning for Recycling Grant	06/30/2018	64.75	64.75	08/02/2018
Total 1110:					184.75	184.75	
1120	NEVADA DEPT OF PUBLIC SAF	47317	CUSTOMER NO 880164	07/02/2018	235.00	235.00	07/30/2018
Total 1120:					235.00	235.00	
1450	ELY VOLUNTEER FIRE DEPART	JULY 2018	7th Paid Firefighter	07/31/2018	1,050.00	1,050.00	08/02/2018
1450	ELY VOLUNTEER FIRE DEPART	JULY 2018	Fire Hall Rent	07/31/2018	450.00	450.00	08/02/2018
Total 1450:					1,500.00	1,500.00	
2380	JUSTICE SYSTEMS INC	1501816-IN	User Licenses	06/26/2018	3,100.00	3,100.00	08/02/2018
Total 2380:					3,100.00	3,100.00	
3030	MT WHEELER POWER	255661	POWER	07/17/2018	50.74	50.74	07/25/2018
3030	MT WHEELER POWER	265981	POWER	07/17/2018	208.32	208.32	07/25/2018
3030	MT WHEELER POWER	61445	POWER	07/17/2018	47.76	47.76	07/25/2018
Total 3030:					306.82	306.82	
3330	NEVADA STATE CONTROLLER	AUGUST 2018	ADM FEE	08/01/2018	1,955.50	1,955.50	08/02/2018
3330	NEVADA STATE CONTROLLER	JULY 2018	ADM FEE	07/02/2018	2,345.50	2,345.50	07/23/2018
Total 3330:					4,301.00	4,301.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3570	OFFICE DEPOT	147840808001	26907769	07/06/2018	14.99	14.99	08/02/2018
3570	OFFICE DEPOT	147840808001	26907769	07/06/2018	34.99	34.99	08/02/2018
3570	OFFICE DEPOT	147840808001	26907769	07/06/2018	10.36	10.36	08/02/2018
3570	OFFICE DEPOT	147840808001	26907769	07/06/2018	10.36	10.36	08/02/2018
3570	OFFICE DEPOT	147840808001	26907769	07/06/2018	10.36	10.36	08/02/2018
3570	OFFICE DEPOT	147840808001	26907769	07/06/2018	10.37	10.37	08/02/2018
3570	OFFICE DEPOT	147840808001	26907769	07/06/2018	7.79	7.79	08/02/2018
3570	OFFICE DEPOT	147840808001	26907769	07/06/2018	7.79	7.79	08/02/2018
3570	OFFICE DEPOT	147840808001	26907769	07/06/2018	37.88	37.88	08/02/2018
3570	OFFICE DEPOT	147840808001	26907769	07/06/2018	22.12	22.12	08/02/2018
3570	OFFICE DEPOT	147840808001	26907769	07/06/2018	7.89	7.89	08/02/2018
3570	OFFICE DEPOT	161533864001	26907769	07/10/2018	37.50	37.50	07/30/2018
3570	OFFICE DEPOT	161533864001	26907769	07/10/2018	37.50	37.50	07/30/2018
3570	OFFICE DEPOT	161533864001	26907769	07/10/2018	37.50	37.50	07/30/2018
3570	OFFICE DEPOT	161533864001	26907769	07/10/2018	37.49	37.49	07/30/2018
Total 3570:					324.89	324.89	
3660	OPERATING ENGINEERS LOCA	JUNE 2018	DUES	06/01/2018	147.00	147.00	08/02/2018
3660	OPERATING ENGINEERS LOCA	JUNE/JULY 20	DUES	07/03/2018	525.00	525.00	07/25/2018
Total 3660:					672.00	672.00	
3980	RECK BROTHERS LLC	SC-800 COLD	Cold Mix	06/07/2018	10,421.18	10,421.18	07/25/2018
Total 3980:					10,421.18	10,421.18	
3990	RICE LAKE WEIGHING SYSTEM	2773208	31751	07/13/2018	150.00	150.00	07/23/2018
Total 3990:					150.00	150.00	
4000	REED INC	17-1819601	ACCT # 1-000017	07/15/2018	185.73	185.73	08/02/2018
4000	REED INC	17-1819601	ACCT # 1-000017	07/15/2018	84.31	84.31	08/02/2018
4000	REED INC	17-1819601	ACCT # 1-000017	07/15/2018	197.56	197.56	08/02/2018
4000	REED INC	17-1819601	ACCT # 1-000017	07/15/2018	87.50	87.50	08/02/2018
4000	REED INC	17-1819601	ACCT # 1-000017	07/15/2018	87.96	87.96	08/02/2018
4000	REED INC	17-1819601	ACCT # 1-000017	07/15/2018	232.01	232.01	08/02/2018
4000	REED INC	17-1819601	ACCT # 1-000017	07/15/2018	452.61	452.61	08/02/2018
Total 4000:					1,327.68	1,327.68	
4790	BATTLE BORN MEDIA	E18-0622668	LEGAL AD	06/22/2018	432.00	432.00	08/02/2018
Total 4790:					432.00	432.00	
4900	US BANK	JUNE 2018	4798531219108166	06/26/2018	217.89	217.89	07/23/2018
4900	US BANK	JUNE 2018		06/26/2018	23.70	23.70	07/23/2018
4900	US BANK	JUNE 2018		06/26/2018	301.00	301.00	07/23/2018
Total 4900:					542.59	542.59	
4980	USA BLUE BOOK	616842	WATER DEPT SUPPLIES	07/05/2018	2,375.54	2,375.54	07/30/2018
4980	USA BLUE BOOK	617032	942445	07/05/2018	666.00	666.00	07/30/2018
Total 4980:					3,041.54	3,041.54	
5120	WHITE PINE COUNTY SHERIFF	JULY 2018	DUI FEES	07/03/2018	420.00	420.00	07/30/2018

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 5120:					420.00	420.00	
5400	WILLIAM BEE RIRIE HOSPITAL	060718	Ambulance Supplies	06/08/2018	111.73	111.73	07/30/2018
5400	WILLIAM BEE RIRIE HOSPITAL	JUNE 2018	AMBULANCE SUPPLIES	06/08/2018	25.34	25.34	08/02/2018
Total 5400:					137.07	137.07	
6000	NEW YORK LIFE INSURANCE C	020402148	REMITTER ID 020402148	07/11/2018	63.75	63.75	07/23/2018
Total 6000:					63.75	63.75	
6590	LIFE-ASSIST INC	859974	89301FD NV-1262	06/08/2018	100.03	100.03	07/24/2018
Total 6590:					100.03	100.03	
7230	THE STANDARD	JULY 2018	00 152813 0001	07/19/2018	259.51	259.51	07/30/2018
Total 7230:					259.51	259.51	
8140	HINTON BURDICK PLLC	187654	ELYCI001	06/30/2018	600.00	600.00	07/23/2018
8140	HINTON BURDICK PLLC	187654	ELYCI001	06/30/2018	600.00	600.00	07/23/2018
8140	HINTON BURDICK PLLC	187654	ELYCI001	06/30/2018	600.00	600.00	07/23/2018
8140	HINTON BURDICK PLLC	187654	ELYCI001	06/30/2018	600.00	600.00	07/23/2018
Total 8140:					2,400.00	2,400.00	
9140	NATIONAL BUSINESS FACTOR	JUNE 2018	COEFD6024C 4	06/30/2018	314.34	314.34	07/30/2018
Total 9140:					314.34	314.34	
9620	INTERSTATE ALL BATTERY CE	384628	420207	06/30/2018	223.46	223.46	07/23/2018
Total 9620:					223.46	223.46	
9670	STRYKER SALES CORPORATIO	2441778M	972464	06/27/2018	5,817.60	5,817.60	07/23/2018
Total 9670:					5,817.60	5,817.60	
10320	RENO GAZETTE-JOURNAL	1785073	Advertising Acct 104181	06/30/2018	7.02	7.02	07/23/2018
Total 10320:					7.02	7.02	
10440	SEW KRAZY	JUNE 2018	Repair to flags	06/14/2018	132.00	132.00	07/24/2018
Total 10440:					132.00	132.00	
10780	BUREAU OF SAFE DRINKING W	JULY 2018	De Minimus Discharge Permit	07/30/2018	200.00	200.00	07/30/2018
Total 10780:					200.00	200.00	
11240	AT&T U-VERSE	JULY 2018	136257321	07/02/2018	190.34	190.34	07/23/2018
11240	AT&T U-VERSE	JULY 30 PAYM	Internet 134847921	07/14/2018	32.64	32.64	07/30/2018
11240	AT&T U-VERSE	JULY 30 PAYM		07/14/2018	32.65	32.65	07/30/2018
11240	AT&T U-VERSE	JULY 30 PAYM		07/14/2018	32.65	32.65	07/30/2018
11240	AT&T U-VERSE	JULY 30 PAYM		07/14/2018	32.61	32.61	07/30/2018

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 11240:					320.89	320.89	
11249	FIRST CREEK ELECTRIC, INC	1058	Pump Check and Timer	07/15/2018	400.00	400.00	07/23/2018
Total 11249:					400.00	400.00	
11347	CURTIS TOOLS	INV197369	LPHR1ECMS Custom	06/29/2018	76.70	76.70	07/30/2018
Total 11347:					76.70	76.70	
11714	SIERRA HEALTH AND LIFE	181890002124	60003298	07/10/2018	30,197.86	30,197.86	07/23/2018
Total 11714:					30,197.86	30,197.86	
11801	PRAXAIR DISTRIBUTION	83464264	72639310	06/12/2018	48.23	48.23	07/23/2018
11801	PRAXAIR DISTRIBUTION	84034760	72639310	07/17/2018	152.93	152.93	08/02/2018
Total 11801:					201.16	201.16	
14171	HANKINS ALICIA	2018 DU 182	TRANSCRIPTION SERVICE	06/19/2018	987.15	987.15	07/23/2018
Total 141711:					987.15	987.15	
14203	LOCKIE & MACFARLAN LTD	PETERSON 20	Legal Services	07/02/2018	200.00	200.00	07/23/2018
Total 142031:					200.00	200.00	
14268	State of Nevada Div of Public & B	17327	Robert Armijo	07/03/2018	70.00	70.00	07/23/2018
Total 142681:					70.00	70.00	
14269	Hunt & Sons, Inc.	862141	Fuel	06/30/2018	78.16	78.16	07/23/2018
14269	Hunt & Sons, Inc.	862141	Fuel	06/30/2018	63.39	63.39	07/23/2018
14269	Hunt & Sons, Inc.	862141	Fuel	06/30/2018	53.33	53.33	07/23/2018
14269	Hunt & Sons, Inc.	862141	Fuel	06/30/2018	4.00	4.00	07/23/2018
14269	Hunt & Sons, Inc.	868921	Fuel	07/15/2018	302.05	302.05	07/30/2018
14269	Hunt & Sons, Inc.	868921	Fuel	07/15/2018	4.00	4.00	07/30/2018
14269	Hunt & Sons, Inc.	868921	Fuel	07/15/2018	195.65	195.65	07/30/2018
14269	Hunt & Sons, Inc.	868921	Fuel	07/15/2018	491.16	491.16	07/30/2018
14269	Hunt & Sons, Inc.	868921	Fuel	07/15/2018	126.39	126.39	07/30/2018
14269	Hunt & Sons, Inc.	868921	Fuel	07/15/2018	194.47	194.47	07/30/2018
14269	Hunt & Sons, Inc.	868921	Fuel	07/15/2018	73.71	73.71	07/30/2018
14269	Hunt & Sons, Inc.	868921	Fuel	07/15/2018	88.78	88.78	07/30/2018
Total 142691:					1,675.09	1,675.09	
14270	Let's Print	120	Printing Services	07/17/2018	15.00	15.00	07/23/2018
Total 142701:					15.00	15.00	
14271	Michael & Sharon Hanley	07/15/2018	Refund Deposit	07/15/2018	100.00	100.00	07/23/2018
Total 142711:					100.00	100.00	
14272	Freedom Ink Screen Printing	18000206	Screen Printing Services	06/18/2018	428.00	428.00	07/23/2018

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 142721:					428.00	428.00	
14273	TraFFix Devices Inc.	3056425	Traffic Control Signs	06/04/2018	317.15	317.15	07/24/2018
14273	TraFFix Devices Inc.	3056425	Traffic Control Signs	06/04/2018	317.15	317.15	07/24/2018
Total 142731:					634.30	634.30	
14274	Lowell Hunt	JULY 2018	Refund Sent Paymnt in Error	07/24/2018	626.98	626.98	07/25/2018
Total 142741:					626.98	626.98	
14275	Andrew Hayes	JUNE 2018	Reimbursement for Humane Soci	06/16/2018	775.22	775.22	08/02/2018
Total 142751:					775.22	775.22	
Grand Totals:					75,437.49	75,437.49	

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 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 9, 2018 5:00 p.m. – Ely Volunteer Fire Hall - 499 Mill Street-Ely, Nevada.

1. OPENING ACTIVITIES:

MEETING CALLED TO ORDER
PLEDGE OF ALLEGIANCE
INVOCATION
ROLL CALL

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

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

4. CITY DEPARTMENT REPORTS

- [FIRE CHIEF](#)
- POLICE CHIEF
- MUNICIPAL COURT JUDGE
- CITY ADMINISTRATOR
 - ❖ [New Business July 2018](#)
 - ❖ [WWTP July 2018 Report](#)
 - ❖ [Landfill & Streets July 2018 Report](#)
 - ❖ [Parks/Cemetery/Recycling July 2018 Report](#)
- CITY ATTORNEY
 - ❖ [Animal Control July 2018 Report](#)
 - ❖ [Liens Report](#)
- [CITY WATER/SEWER LEADMAN](#)
- [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 MUNICIPAL UTILITIES BOARD.

1. Councilman Carson – Kerry Sprouse of *KERRYCO, LLC* and Dean Day of *Day Engineering* – [Discussion/For Possible Action](#) – Authorization from the Municipal Utilities Board and Ely City Council for *KERRYCO, LLC* to extend the City’s eight inch (8”) water main south 900 feet from the vicinity of the Public Safety Building to Madison Avenue at *KEERYCO, LLC*’s expense.
2. Board Members – City Attorney Odgers – [Discussion/For Possible Action](#) – Approval to write off previous balance owed by Elizabeth Jefferson of \$2,049.59, including penalties and lien fee, in the amount of \$1,035.71 for 45 South Nettie Avenue, Baker, Nevada, APN 005-113-05 AND to release the lien filed on the same. The current owner is *Gateway Accommodations, LLC*, business owner David Sturlin.
3. Board Members – City Attorney Odgers – [Discussion/For Possible Action](#) – Approval to close account number 2.9268.2 for 40 South Baker Avenue, Baker, Nevada, APN 005-113-04, as there is no longer a business or livable structure on this property AND to waive the remaining balance owed by the prior owner, Guy L. Sturlin Trustee, of \$14.32; this property is owned by *Gateway Accommodations, LLC*, business owner David Sturlin.
4. Board Members – City Attorney Odgers – [Discussion/For Possible Action](#) – Write off previous balance owed by Guy L. Sturlin Trustee of \$731.27, including penalties in the amount of \$235.77, for 55 East Carson Street, Baker, Nevada, APN 005-113-01. The current owner is *Gateway Accommodations, LLC*, business owner David Sturlin.
5. Councilman Carson – [Discussion/For Possible Action](#) – Write off previous balance owed by *Federal Home Loan Corp.* of \$909.70, including penalties in the amount of \$259.70, for 390 S. 1st East St., Lund, Nevada, APN 006-035-04; the current owner is Shawn Hamilton.
6. Councilman Carson – [Discussion/For Possible Action](#) – Refund half of previous balance owed by Lionel Hastings of \$845.00, for 33 Seventh Street, McGill, Nevada, APN 004-031-28 to Randy Lee, the current owner, who paid balance of \$845.00 on 1-4-18.
7. Councilman Carson – [Discussion/For Possible Action](#) – Direction to City staff and the Council Landfill liaison to meet with Paul Holdaway of *Outwest Excavation* regarding whether to continue the metal recycling contract or renegotiate the contract terms, pursuant to Article III Section 3.0. “Term” in current contract dated December 22, 2016.

8. Board Members – City Attorney Odgers – Discussion/For Possible Action – Authorization from the Utility Board/City Council to send certified mail to the following businesses that their water will be turned off for failure to comply with the City of Ely’s Backflow Prevention Program, established pursuant to NAC 445A.67185, after having being advised on or about April 12, 2017 in writing, certified mail, return receipt requested, that installation of backflow prevention devices was required, that they needed to complete the process in 2017, that they have not completed the requirements, and setting the date for these businesses to comply before water is turned off, whether additional extensions of time will be authorized and if so, what the process will be utilized to request additional time: *Aldo-3 Enterprises, LLC*, 1603 Aultman Street, Ely, NV owner, Luis Tristan; *R&R Properties and Management*, 1000 South Pioche Highway, and 1011 South Pioche Highway, Ely, NV, owner Michael Rowley; *Green Mountain Apartments*, 195 15th Street and 9th Street and *Avenue C Annex*, Ely, NV, owner Masoud M. Moattar; *White Pine Motel*, 1301 Aultman Street, Ely, NV, owner Masoud M. Moattar; and *Katherine Enterprises*, 900 Avenue M, Ely, NV, owners Masoud M. Moattar and Roberta Virginia Thornton.

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

1. Chairman Peeler – Buzz Rosevear, PLS, *Basin Engineering* Survey Manager – [Discussion/For Possible Action](#) – Approval of Boundary Line Adjustment map for property located at 1140 Avenue K, owned by Jerel C. and Jodi Bybee, AND 1178 Avenue K, owned by Ronald Meyers.

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.
 - July 12, 2018
2. Discussion/For Possible Action –Bills.
 - [August 2, 2018](#)

B. NEW BUSINESS

1. Council Members – City Administrator Switzer – City Attorney Charles Odgers – Discussion/For Possible Action – Approval of the 2018 to 2020 Collective Bargaining Agreement between the Operating Engineers, Local 3 and the City of Ely’s main unit, including a modest increase in clothing allowance in the amount of \$1800.00 per year total for the bargaining unit members (boot expenses).
2. Councilman Hanson – Discussion/For Possible Action – Approval to send a written Fire/EMS Services proposal to the White Pine County Commission.

3. Councilman Hanson – [Discussion/For Possible Action](#) – Approval to send a letter in support of the Great Basin College Ely Diesel Technology Program’s WINN grant application through the Nevada Governor’s Office of Economic Development (GOED).
4. Council Members – City Administrator Switzer – [Discussion/For Possible Action](#) – Direction to Police Chief and City Engineer to make recommendations to City Council on the installation of two STOP signs on Avenue C at 15th Street, per City Code 6-3-2.
5. Councilman Hanson – Discussion/For Possible Action – Approval to renew the City’s FY 2018-19 membership in the Nevada League of Cities at a total cost of \$2,566.81 to be paid equally between all funds.
6. Councilman Hanson – Discussion/For Possible Action – Approval to attend the Nevada League of Cities Annual Conference September 13-15, 2018; the registration fee per City official is \$245.00 prior to August 13, 2018.
7. Council Members – City Administrator Switzer – [Discussion/For Possible Action](#) – Approval to renew the City’s FY2018-19 membership in the Northeastern Nevada Regional Development Authority for \$4,581.50.
8. Council Members – City Administrator Switzer – [Discussion/For Possible Action](#) – Approval of Resolution 2018-03 to amend Section 5.6.3 (Advanced Step Hire) of the City of Ely Personnel Manual pertaining to offers of employment above the entry level pay step.
9. Councilman Flangas – Discussion/For Possible Action – Approval to recruit for an Account/Utility Clerk position with an emphasis in accounts payable and payroll, including where to advertise the vacancy and whether the position should be full time.

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

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

* Open session – Action/Discussion – Personnel**


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

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on

race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at <http://www.ascr.usda.gov/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 Administrator at 501 Mill Street, Ely, Nevada 89301 or call (775) 289-2430; all packet material is posted in the agenda's hyperlinks or under "Minutes" / "Other" on the City's website at <http://www.elycity.com/>

I, Jennifer Lee, Deputy City Clerk, did cause to be posted on **August 3, 2018 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>.

 _____

PLEASE PRINT YOUR NAME

Please print your FIRST & LAST name clearly for the
Ely City Council attendance list. 8-9-18

MAUREEN Otzelberger

Dean Day

Jake Gubler

Mark Bassett

George Chachas

Scott Henrich

Shawn Hamilton

Andy Dittus

Mike Coster

JenniferLee

3:34PM
AUG 8

From: lesley sears [raberdash@gmail.com]
Sent: Wednesday, August 08, 2018 3:04 PM
To: Jennifer Lee
Subject: City Council letter 8.9.2018

Hi Jennifer - would you please read this at the city Council meeting tomorrow evening? Thank you very, very much. Leslie

To the Mayor and members of the Ely City Council:

>

> Overpopulation of cats is a huge problem in this community. It has been a concern of myself and several of our citizens for many years. We are very happy that the current animal control officer, Andrew, wants to implement a trap, neuter, and release (TNR) program.

>

> I fully support Andrew's plans. For years, I have rescued several abandoned, starving, and otherwise abused cats and kittens. Due to the irresponsibility of the general population, this is a serious issue, and the animals are the ones that always suffer.

>

> Thanks to The Zoo and White Pine Critter Fix, as well as the welcome participation of Drs. Eldridge, Sanders, and Holt, hopefully this problem will finally become a thing of the past.

>

> Many residents are willing to feed cat colonies. This has been a proven method of population control nationwide, as well as a means of providing for the cats instead of killing them.

>

> I urge the city Council to support Andrew's blueprint for addressing this critical issue.

>

> Leslie Sears

>

> Sent from my iPhone

~~Public~~ Comment August 7
Council meeting

I would like to thank,
Mayor Van Camp, Jennifer Lee,
and members of the City
Council.

To Charles Odgers for getting
my case accomplished in a
timely manner.

Also to the departments of the
City of Ely, and my supporters
who gave of their time and
expertise.

Many thanks to all of you

Andrea Bouchard

Mayor/City Council I would like the following read into the minutes during public comment at the August 9, 2018 City Council Meeting.

In the July 27, 2018 edition of the Ely Times Robert Switzer wrote a misleading and derogatory letter to the Editor about me that I would like to comment on. Mr Switzer stated that I seemed to think that he was hired as a City Treasurer which is false as I did not say that. I stated that during his interview as City Clerk he was asked several questions which included

1. Councilman Setterstrom asked and you know how difficult the yearly budgets are? Robert Switzer stated yes.
2. Mayor VanCamp asked could you prepare a budget for the City? Robert Switzer stated yes.
3. Mayor VanCamp stated do you know a lot of government accounting? Robert Switzer stated yes.
4. Councilman Setterstrom stated do you reconcile all the bank accounts? Robert Switzer stated I could, yes.
5. Mayor VanCamp asked so, you do understand a budget? Robert Switzer stated yes.

These were the main questions asked of all three interviewees for the position of City Clerk or City Clerk/Treasurer.

I stated in the July 19th meeting if Robert answered yes to all these questions then why are we spending \$49,200 for an outside accounting firm if he could do all of this or did he lie in his interview. I feel that if Robert was forced to do this work that the treasurer would normally do, then maybe he would look a little harder to find a treasurer.

Just to remind the Mayor and Council, during the July 24, 2014 City Council Meeting when the then City Clerk/Treasurer Jennifer Winkle resigned her position Under B. New Business #3 Mayor VanCamp - Discussion/For Possible Action – Consideration to post for vacancy of City Clerk/Treasurer position to initiate recruitment process. Councilman Setterstrom moved to appoint Councilmen Derbidge and Hanson to lead the City Clerk/Treasurer recruitment process. Councilman Westland seconded the motion. The motion carried unanimously. If this is the way the position was advertised and interviewed for and the fact that the City went without a Treasurer as Robert was filling in and doing this position from September 2014 until Treasurer Trask was hired in March of 2017 why can't he do it temporarily now. If he refuses to do it or doesn't know how he should be replaced as we can't afford to pay him over \$80,000 a year and pay an accounting firm an additional \$49,200 per year for something Robert should be doing.

I take offense to the comments that he made about me making inaccurate comments and my bulling tactics. Just because I'm not afraid to call a spade a spade and I am willing to question and demand that our elected/appointed officials act responsibly in spending our tax dollars doesn't make me the bad guy. I have lived in Ely for the past 64 years and have over 40 years of service either as a volunteer EMT/Fireman/Police Officer or as a paid employee for the City. So yes I'm going to stand up against anyone I feel is harming the City in any way.

Rick Stork

August 9, 2018

Please read this into the 2nd public comment section of the August 9, 2018 City Council Meeting.

Tonight you voted on accepting the Union Contract between the City and Operating Engineers Local 3 and you are already violating it by placing a under qualified Street Leadman in charge of the Street Department.

Under Article 9 PROCEDURE FOR FILLING VACANCIES:

D. All employee applications will be considered in determining who is best qualified for the position. Factors to be considered in making the selection will include City service, appropriate education, training, experience, past performance, past disciplinary actions, and the results of an oral interview. All other factors being equal between two internal candidates, the length of service and specialized training received within the City will be the deciding factors.

You have an employee at the landfill that is more qualified in all factors to be considered for this position. He was my relief supervisor for the Landfill and Streets for me for five years. He went through several training classes on street maintenance during this time. He has filled in as your street leadman since then every time your past leadman was off. Why wasn't he qualified to have this position now? It is my understanding the person put into this position has only about 1 year with the Street Department while the one at the landfill has over 10 years of service with the City.

This shows another way that your City Administrator doesn't know how to do what's best for the City, but to play favorites with the recommendations of the Councilperson over the Streets. Why have a contract if you're not going to honor it.

Rick Stork



City of Ely Fire Department

1780 Great Basin Blvd.
Ely Nv. 89301

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

August 1, 2018

To: Melody Van Camp, Mayor
Ely City Council

Fire Department Call Report: July 20th thru August 1st, 2018

Attached

The certification that the City of Ely Fire Department is now licensed as an Intermediate Life Support Department, Driver Only Program, from the Nevada Division of Public and Behavioral Health EMS.

Also a copy of an e-mail I received from Mark Kaminski NDEP Enforcement Branch acknowledging the completion of a hazmat spill cleanup located at 120 Aultman.

- 11 Medical Transports
- 3 Non Transports (3 Canceled in-route)
- 4 Jail Check Welfare Check
- 1 CO Detector Re4sponse
- 1 Pole Fire (Lighting Caused)
- 1 Wildland (Lightening Caused)
- 21 Total Calls (Reports 18-0308 thru 18-0328)

Ross Rivera

Fire Chief
Ely Fire Department

Ely Fire Dept
Department Journal

07/20/2018 to 08/01/2018

07:00 to 23:00

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

Time	Type	Record Id	Description/Location	Staff Hrs
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Fri Jul 20, 2018

19:12	FIRE	18-0000308-000	EMS call, excluding vehicle accident with injury	2.68
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Station 1

Unit R3

1695 Great Basin BLVD

Staff	Hours	Code	Unit
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13-3043	HILTON, Burton	0.67	PV R3
02-1986	MCKNIGHT, Craig	0.67	RS R3
02-1205	STEINER, David	0.67	OD R3
17-3212	STEINER, Jeannie C	0.67	RA R3

Total Staff: 4

Code	Hours	Count
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OD	0.67	1
PV	0.67	1
RA	0.67	1
RS	0.67	1

Total of All Codes: 4

Sat Jul 21, 2018

08:00	TRAIN		Classroom Driver Education	30.00
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Station 1

City Of Ely

Staff	Hours	Code
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13-3043	HILTON, Burton	6.00 2.01.09
02-1986	MCKNIGHT, Craig	6.00 2.01.09
18-1043	NORTON, CHARLES	6.00 2.01.09
07-3792	RAINEY, Donald G	6.00 2.01.09
17-8055	STARK, Jacob	6.00 2.01.09

Total Staff: 5

Code	Hours	Count
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2.01.09	30.00	5
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Total of All Codes: 5

Ely Fire Dept
Department Journal

07/20/2018 to 08/01/2018

07:00 to 23:00

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

Time	Type	Record Id	Description/Location	Staff Hrs
Sat Jul 21, 2018				
13:01	FIRE	18-0000309-000	CO detector activation due to malfunction	1.50
Station 1		Unit CC	1144 Avenue D AVE	
Staff			Hours Code Unit	

13-3043		HILTON, Burton	0.50 RS	PV
02-4176		PETERSON, Mike	0.50 OD	CC
02-4825		RIVERA, Ross	0.50 PV	PV
Total Staff:		3		
Code		Hours	Count	

OD		0.50	1	
PV		0.50	1	
RS		0.50	1	
Total of All Codes:			3	
13:31	FIRE	18-0000310-000	Jail Check @ WPSO Public Safety Bldg	0.15
Station 1		Unit NA	1785 Great Basin BLVD	
Staff			Hours Code Unit	

02-4176		PETERSON, Mike	0.15 OD	NA
Total Staff:		1		
Code		Hours	Count	

OD		0.15	1	
Total of All Codes:			1	
Mon Jul 23, 2018				
06:47	FIRE	18-0000311-000	EMS call, excluding vehicle accident with	3.85
Station 1		Unit R3	injury	
			1350 Avenue H AVE	
Staff			Hours Code Unit	

13-3043		HILTON, Burton	0.77 RS	PV
02-4176		PETERSON, Mike	0.77 RS	PV
02-4825		RIVERA, Ross	0.77 RS	PV
02-1205		STEINER, David	0.77 OD	R3

Ely Fire Dept

Department Journal

07/20/2018 to 08/01/2018

07:00 to 23:00

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

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

Mon Jul 23, 2018

17-3212 STEINER, Jeannie C 0.77 RA R3

Total Staff: 5

Code	Hours	Count
OD	0.77	1
RA	0.77	1
RS	2.31	3
Total of All Codes:		5

08:36 FIRE 18-0000312-000 EMS call, excluding vehicle accident with 3.42

Station 1 Unit R3

795 Avenue K AVE

Staff		Hours	Code	Unit
02-8308	MANGUM, Pete	0.57	PV	PV
11-6982	MANGUM-MCARDLE, Misty	0.57	OD	R3
10-7774	O'DONNEL, Marian	0.57	RS	PV
02-4176	PETERSON, Mike	0.57	OD	R3
02-4825	RIVERA, Ross	0.57	OD	CC
17-3212	STEINER, Jeannie C	0.57	PV	PV
Total Staff:	6			

Code	Hours	Count
OD	1.71	3
PV	1.14	2
RS	0.57	1
Total of All Codes:		6

Tue Jul 24, 2018

12:04 FIRE 18-0000313-000 EMS call, excluding vehicle accident with 2.80

Station 1 Unit R3

890 Avenue C AVE

Staff		Hours	Code	Unit
11-6982	MANGUM-MCARDLE, Misty	0.70	OD	R3
10-7774	O'DONNEL, Marian	0.70	RS	PV

Ely Fire Dept

Department Journal

07/20/2018 to 08/01/2018

07:00 to 23:00

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

Time	Type	Record Id	Description/Location	Staff Hrs
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Tue Jul 24, 2018

02-4176	PETERSON, Mike	0.70 OD	R3
02-4825	RIVERA, Ross	0.70 OD	CC
Total Staff:	4		

Code	Hours	Count
OD	2.10	3
RS	0.70	1
Total of All Codes:		4

20:05	FIRE	18-0000314-000	Jail Check @ WPSO Public Safety Bldg	0.17
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Station 1 **Unit** NA 1785 Great Basin BLVD

Staff	Hours	Code	Unit
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02-4176	PETERSON, Mike	0.17 OD	NA
Total Staff:	1		

Code	Hours	Count
OD	0.17	1
Total of All Codes:		1

Wed Jul 25, 2018

16:13	FIRE	18-0000315-000	EMS call, excluding vehicle accident with	2.12
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Station 1 **Unit** R3 injury
1690 Great Basin BLVD

Staff	Hours	Code	Unit
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11-6982	MANGUM-MCARDLE, Misty	0.53 RA	R3
10-7774	O'DONNEL, Marian	0.53 RS	PV
02-4825	RIVERA, Ross	0.53 RS	PV
02-1205	STEINER, David	0.53 OD	R3
Total Staff:	4		

Code	Hours	Count
OD	0.53	1
RA	0.53	1

Ely Fire Dept

Department Journal

07/20/2018 to 08/01/2018

07:00 to 23:00

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

Time	Type	Record Id	Description/Location	Staff Hrs
Wed Jul 25, 2018				
RS			1.06 2	
Total of All Codes:			4	
Thu Jul 26, 2018				
12:23	FIRE	18-0000316-000	EMS call, excluding vehicle accident with injury	1.59
Station 1		Unit R3	1500 Avenue G AVE	
Staff			Hours Code Unit	
11-6982		MANGUM-MCARDLE, Misty	0.53 OD	R3
10-7774		O'DONNEL, Marian	0.53 RS	PV
02-4176		PETERSON, Mike	0.53 OD	R3
Total Staff:		3		
Code		Hours Count		
OD		1.06 2		
RS		0.53 1		
Total of All Codes:		3		
13:23	FIRE	18-0000317-000	EMS call, excluding vehicle accident with injury	2.88
Station 1		Unit R3	890 Avenue C AVE	
Staff			Hours Code Unit	
11-6982		MANGUM-MCARDLE, Misty	0.72 OD	R3
10-7774		O'DONNEL, Marian	0.72 RS	PV
02-4176		PETERSON, Mike	0.72 OD	R3
02-4825		RIVERA, Ross	0.72 OD	CC
Total Staff:		4		
Code		Hours Count		
OD		2.16 3		
RS		0.72 1		
Total of All Codes:		4		

Ely Fire Dept
Department Journal

07/20/2018 to 08/01/2018

07:00 to 23:00

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

Time	Type	Record Id	Description/Location	Staff Hrs
Thu Jul 26, 2018				
15:17	FIRE	18-0000318-000	EMS call, excluding vehicle accident with injury	1.86
Station 1		Unit R3	1500 Avenue H AVE	
Staff			Hours Code	Unit

11-6982		MANGUM-MCARDLE, Misty	0.62 OD	R3
10-7774		O'DONNEL, Marian	0.62 RS	PV
02-4176		PETERSON, Mike	0.62 OD	R3
Total Staff:		3		
Code		Hours	Count	

OD		1.24	2	
RS		0.62	1	
Total of All Codes:			3	
Fri Jul 27, 2018				
OCCUP		802-AVE E	INSPECTION - General	0.00
Station 1			Reed Inc., 802 Avenue E AVE	
Status: Scheduled				
Staff			Hours	

02-1205		STEINER, David	0.00	
OCCUP		1701-GBB	INSPECTION - General	0.00
Station 1			Love's, 1701 Great Basin BLVD	
Status: Scheduled				
Staff			Hours	

02-1205		STEINER, David	0.00	
OCCUP		CC-1695-GBB	INSPECTION - General	0.00
Station 1			McDonalds, 1695 Great Basin BLVD	
Status: Scheduled				
Staff			Hours	

07/20/2018 to 08/01/2018
07:00 to 23:00

Time	Type	Record Id	Description/Location	Staff Hrs
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02-1205	STEINER, David	0.00
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[illegible]

02-1205	STEINER, David	0.00
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Staff	Hours	Code	Unit
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Code	Hours	Count
PV	1.36	2
RA	2.04	3
RS	0.68	1
Total of All Codes:		6

Station 1	UnitR3	BMX Track by Bath Lunber			
Staff			Hours	Code	Unit

13-3043	HILTON, Burton	0.00	PV	PV
11-5220	LESTER, Mike	0.00	PV	PV

Ely Fire Dept

Department Journal

07/20/2018 to 08/01/2018

07:00 to 23:00

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

Time	Type	Record Id	Description/Location	Staff Hrs
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Sat Jul 28, 2018

02-1986		MCKNIGHT, Craig	0.00 RS	PV
02-1764		NORTH, Brett	0.00 PV	PV
02-4176		PETERSON, Mike	0.00 OD	R3
02-4825		RIVERA, Ross	0.00 PV	PV
17-3212		STEINER, Jeannie C	0.00 OD	R3
16-6764		SWENSON, Matt	0.00 PV	PV
Total Staff:	8			

Code	Hours	Count
OD	0.00	2
PV	0.00	5
RS	0.00	1
Total of All Codes:		8

Sun Jul 29, 2018

13:03	FIRE	18-0000321-000	Jail Check @ WPSO Public Safety Bldg	0.66
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Station 1

1785 Great Basin BLVD

Staff	Hours	Code	Unit
02-1205	STEINER, David	0.22 OD	
17-9443	STEINER, Derek	0.22 RS	
17-3212	STEINER, Jeannie C	0.22 RS	
Total Staff:	3		

Code	Hours	Count
OD	0.22	1
RS	0.44	2
Total of All Codes:		3

15:40	FIRE	18-0000322-000	Jail Check @ WPSO Public Safety Bldg	0.26
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Station 1

1785 Great Basin BLVD

Staff	Hours	Code	Unit
02-1205	STEINER, David	0.13 OD	
17-3212	STEINER, Jeannie C	0.13 RS	
Total Staff:	2		

Ely Fire Dept
Department Journal

07/20/2018 to 08/01/2018

07:00 to 23:00

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

Time	Type	Record Id	Description/Location	Staff Hrs
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Sun Jul 29, 2018

Code	Hours	Count
OD	0.13	1
RS	0.13	1
Total of All Codes:		2

Mon Jul 30, 2018

19:50	FIRE	18-0000323-000	EMS call, excluding vehicle accident with injury	3.20
	Station 1	Unit R3	610 E 17th ST /1-A	

Staff	Hours	Code	Unit
10-2375	0.80	OD	R3
02-1986	0.80	RS	PV
02-4176	0.80	OD	R3
02-4825	0.80	PV	PV
Total Staff:	4		

Code	Hours	Count
OD	1.60	2
PV	0.80	1
RS	0.80	1
Total of All Codes:		4

21:50	FIRE	18-0000324-000	EMS call, excluding vehicle accident with injury	2.52
	Station 1	Unit R3	1500 Avenue H AVE	

Staff	Hours	Code	Unit
10-2375	0.63	OD	R3
02-1986	0.63	RS	PV
02-4176	0.63	OD	R3
02-4825	0.63	PV	PV
Total Staff:	4		

Code	Hours	Count
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Ely Fire Dept

Department Journal

07/20/2018 to 08/01/2018

07:00 to 23:00

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

Time	Type	Record Id	Description/Location	Staff Hrs
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Mon Jul 30, 2018

OD	1.26	2
PV	0.63	1
RS	0.63	1
Total of All Codes:		4

Tue Jul 31, 2018

06:48	FIRE	18-0000325-000	EMS call, excluding vehicle accident with injury	2.10
	Station 1	Unit R3	610 E 17th ST	

Staff		Hours	Code	Unit
02-4176	PETERSON, Mike	0.70	OD	R3
02-4825	RIVERA, Ross	0.70	RS	PV
02-1205	STEINER, David	0.70	RA	R3
Total Staff:	3			

Code	Hours	Count
OD	0.70	1
RA	0.70	1
RS	0.70	1
Total of All Codes:		3

16:06	FIRE	18-0000326-000	Natural vegetation fire, Other	8.08
	Station 1	Unit B1	South of US 6 bypass near the O'Flaherty residence.	

Units: B1, R4

Staff		Hours	Code	Unit
02-0157	ALWORTH, Jim	0.40	RE	R4
10-2375	BATH, April	0.52	RC	PV
13-5604	GARCIA, Chris	0.52	RS	PV
11-6982	MANGUM-MCARDLE, Misty	0.52	RC	PV
02-1764	NORTH, Brett	0.52	RS	PV
18-1043	NORTON, CHARLES	0.40	RE	R4
10-7774	O'DONNEL, Marian	0.52	RS	PV
02-4825	RIVERA, Ross	0.52	OD	B1

Ely Fire Dept

Department Journal

07/20/2018 to 08/01/2018

07:00 to 23:00

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

Time	Type	Record Id	Description/Location	Staff Hrs
Tue Jul 31, 2018				
17-8813		RUESCH, Adam	0.52 RS	PV
17-8055		STARK, Jacob	0.52 RS	PV
02-1205		STEINER, David	0.52 OD	B1
17-3212		STEINER, Jeannie C	0.52 RS	PV
02-4684		STORK, Pat	0.52 RE	B1
17-0899		SUMRALL, Caleb	0.52 RC	PV
16-6764		SWENSON, Matt	0.52 RS	PV
14-2162		TALLERICO, Ben	0.52 RS	PV
Total Staff:		16		

Code	Hours	Count
OD	1.04	2
RC	1.56	3
RE	1.32	3
RS	4.16	8
Total of All Codes:		16

16:17	FIRE	18-0000327-000	Excessive heat, scorch burns with no ignition	4.80
Station 1		Unit E1	E 13th ST & Avenue M AVE	

Units: E1, B1

Staff	Hours	Code	Unit
02-0157	ALWORTH, Jim	0.32 RS	PV
10-2375	BATH, April	0.32 RC	NA
13-5604	GARCIA, Chris	0.32 RE	E1
11-6982	MANGUM-MCARDLE, Misty	0.32 RC	NA
02-1764	NORTH, Brett	0.32 RS	PV
18-1043	NORTON, CHARLES	0.32 RS	PV
10-7774	O'DONNEL, Marian	0.32 RS	PV
02-4825	RIVERA, Ross	0.32 OD	B1
17-8813	RUESCH, Adam	0.32 RE	E1
17-8055	STARK, Jacob	0.32 RE	E1
02-1205	STEINER, David	0.32 OD	B1
17-3212	STEINER, Jeannie C	0.32 RS	PV
02-4684	STORK, Pat	0.32 RE	B1
16-6764	SWENSON, Matt	0.32 RE	E1
14-2162	TALLERICO, Ben	0.32 RE	E1

Ely Fire Dept

Department Journal

07/20/2018 to 08/01/2018

07:00 to 23:00

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

Time	Type	Record Id	Description/Location	Staff Hrs
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Tue Jul 31, 2018

Total Staff: 15

Code	Hours	Count
OD	0.64	2
RC	0.64	2
RE	1.92	6
RS	1.60	5
Total of All Codes:		15

Wed Aug 1, 2018

07:40	FIRE	18-0000328-000	EMS call, excluding vehicle accident with	1.59
	Station 1	Unit R3	injury	
			701 E 15th ST	

Staff	Hours	Code	Unit
10-7774	0.53	RS	PV
02-4825	0.53	OD	R3
02-4684	0.53	OD	R3
Total Staff:	3		

Code	Hours	Count
OD	1.06	2
RS	0.53	1
Total of All Codes:		3

Total Entries: 26

Total Staff Hrs: 80.31

STATE OF NEVADA
DIVISION OF PUBLIC AND BEHAVIORAL HEALTH
EMERGENCY MEDICAL SYSTEMS

This is to Certify That
CITY OF ELY FIRE DEPARTMENT

1780 GREAT BASIN BLVD.
ELY, NV 89301

Is hereby licensed as a(n)

**INTERMEDIATE LIFE SUPPORT
DEPARTMENT, DRIVER ONLY PROGRAM**

As provided for chapter 450B of Nevada Revised Statutes and Nevada Administrative Code along with the standard, rules and code of Division of Public and Behavioral Health in effect on this date.

This permit is not transferrable and must be conspicuously displayed. It is subject to revocation at any time this service is not within compliance in accordance with Nevada Revised Statutes and Nevada Administrative Code along with the standard, rules and code of Division of Public and Behavioral Health.

Agency Permit No.: A-17457

Expires: 06/30/2019

Issued: 07/01/2018

Substations:



State Health Official

Subject: RE: NDEP Report 180601-01 Clean Up Report

From: Mark Kaminski (mkaminsk@ndep.nv.gov)

To: rrivera1906@att.net;

Cc: kurt.lee@wpcnvadmin.com; codgers@elycity.com; csiemer@elycity.com; dmiller@basineng.com; bashby@elycity.com; tripnsd@gmail.com; adimmick@ndep.nv.gov; t.weaver@ndep.nv.gov; kpascual@ndep.nv.gov; bholmgre@ndep.nv.gov; polek.jim@epa.gov; andrew.dixon@ndep.nv.gov; pmohn@ndep.nv.gov; bholmgre@ndep.nv.gov;

Date: Tuesday, July 31, 2018 10:44 AM

Fire Chief Ross,

Thanks to you and the City of Ely for cleaning and grouting the three collection sumps at the old car wash and auto care facility on Aultman St.

I will close out the database for these items and note their completion in an upcoming inspection report for NDEP's visit of the WWTP on June 12, 2018 with Bruce Ashby and Raul Naranjo.

Regards,

Mark

From: Ross Rivera <rrivera1906@att.net>
Sent: Tuesday, July 31, 2018 10:38 AM
To: Mark Kaminski <mkaminsk@ndep.nv.gov>
Cc: Kurt Lee <kurt.lee@wpcnvadmin.com>; Charles Odgers <codgers@elycity.com>; Carl Siemer <csiemer@elycity.com>; Dave Miller <dmiller@basineng.com>; Bruce Ashby <bashby@elycity.com>
Subject: NDEP Report 180601-01 Clean Up Report

Mark Kaminski

Technical, Compliance & Enforcement Branch

Bureau of Water Pollution

Diesel Technology Program Meeting

August 1st, 2018

GBC Campus - Ely, Nevada

1. Welcome and Introductions
2. Diesel Technology Program update - Bret Murphy
 - a. Industry Request
 - b. White Pine High School
 - i. Shop
 - ii. Schedule
 - c. Program Budget
 - i. First Year
 - ii. Three Year
 - d. WINN Fund Application
 - i. Support Letters
 1. Robinson Nevada Mining - Kim Kammerer
 2. Wheeler Machinery (Caterpillar Dealer) – Ben Romney
3. Information/report – Stacey Bostwick – Workforce Development Program Coordinator
4. Next Steps
5. Other Topics from the floor

Elv Diesel Technology Program AAS and Certificate of Achievement

18 weeks to a HS semester

14 Credits per HS semester

Afternoon for High School Students 1:00 PM to 4 PM

Welding Class at night

<i>Fall</i>	
INT 100 Orientation	0.5
DT 100 Shop Practices	2
DT 101 Basic Diesel Engines	4
DT 102 Basic Vehicle Electronics	8
WELD 136	3
Credits	17.5

<i>Morning classes or summer</i>	
IT 208 Fluid Power	8
DT 106 HD Powertrain	7.5
Credits	15.5

Total Technical Credits	48.5
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<i>Spring</i>	
DT 215 Electronic Engines	8
DT 105 Mobile AC	2
DT 201 Brakes & Pneumatics	2.5
WELD 235	3
Credits	15.5

Total Credits for CA	55.5	7
Total Credits for AAS	69.5	21

General Education credits for Certificate of Completion

General Education Credits for AAS Degree

Total HS Credits per year

33

APPLICATION FOR WINN FUNDS - BUDGET BREAKDOWN

APPLICANT NAME: Board of Regents, NSHE, obo Great Basin College

PROJECT NAME: GBC Ely Diesel Technology Program

PROJECT PERIOD: 7/1/18-6/30/19

TUITION & FEES (Participant Trainings and Certifications):

Describe the total training program costs

32.5 credits per academic year per student at \$52/credit high school dual enrollment rate

textbooks and lab fees per student per year

-

	Per Unit Cost	# of Students	Total WINN Cost
	\$ 1,690.00	10	\$ 16,900.00
	\$ 1,000.00	10	\$ 10,000.00
	\$ -	0	\$ -
Tuition & Fees Subtotal:			\$ 26,900.00

PERSONNEL & VARIABLE EXPENSES:

Examples of costs in this section are provided below, change as needed:

- Discretionary (printed curriculum, program support, lab components, etc.)

Misc. Shop Supplies, lubricants, printing/copying

- Instructor (use hourly, monthly, or annual cost) 1 FTE

- Lab Aid (use hourly, monthly, or annual cost) 1 FTE

- Support Staff/Project Director (use hourly, monthly, or annual cost) .25 FTE

- Fringe Benefits Instructor (provide % used for calculation) 32%

- Fringe Benefits Lab Aid (provide % used for calculation) 32%

- Fringe Benefits Project Director (provide % used for calculation) 32%

- Travel for personnel, round trip Ely/Elko

-

	Per Unit Cost	Quantity	Total WINN Cost
	\$ -	0	\$ -
	\$ 2,500.00	1	\$ 2,500.00
	\$ 89,500.00	1	\$ 89,500.00
	\$ -	0	\$ -
	\$ 55,000.00	1	\$ 55,000.00
	\$ -	0	\$ -
	\$ 57,380.00	0	\$ 14,345.00
	\$ -	0	\$ -
	\$ 28,640.00	1	\$ 28,640.00
	\$ 17,600.00	1	\$ 17,600.00
	\$ 18,361.60	0.25	\$ 4,590.40
	\$ 100.00	15	\$ 1,500.00
	\$ -	0	\$ -
Personnel & Variable Subtotal:			\$ 213,675.40

CAPITAL EXPENSES:

List each type of equipment/system separately:

Student Tool Boxes

Drill Press

Drill Bits

Hand Tools and Storage

Measuring Tools

Laptop Diagnostic Computers

Manufacture Software Subscription

Communication Adapter

Air Conditioning - recycler and related tools

A-Frame & Chain Hoist

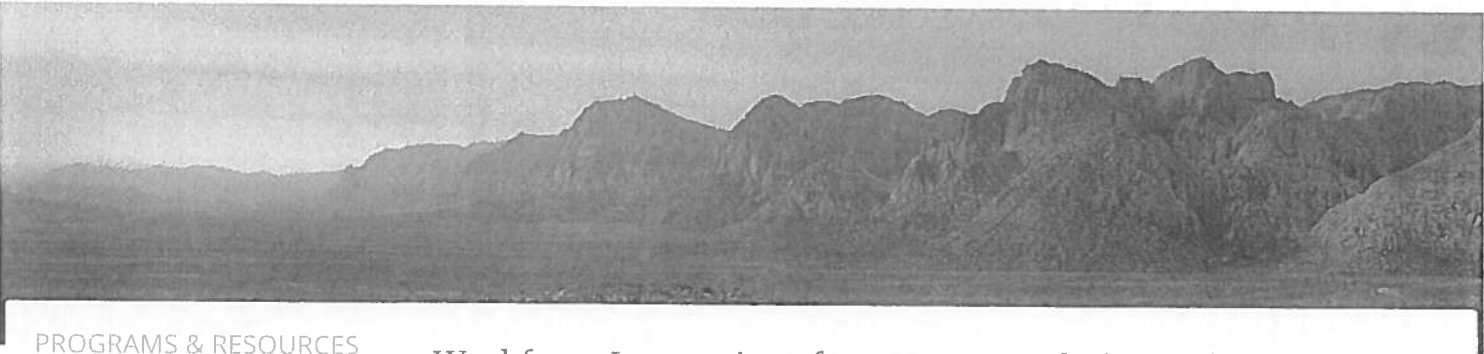
Hydraulic Trainer w/Portional controls

	Per Unit Cost	Quantity	Total WINN Cost
	\$ 2,000.00	5	\$ 10,000.00
	\$ 1,321.00	2	\$ 2,642.00
	\$ 330.00	4	\$ 1,320.00
	\$ 7,500.00	1	\$ 7,500.00
	\$ 5,000.00	1	\$ 5,000.00
	\$ 2,500.00	3	\$ 7,500.00
	\$ 3,000.00	2	\$ 6,000.00
	\$ 1,200.00	3	\$ 3,600.00
	\$ 5,000.00	1	\$ 5,000.00
	\$ 6,000.00	1	\$ 6,000.00
	\$ 76,385.00	1	\$ 76,385.00

Welding Machines	\$	6,500.00	5	\$	32,500.00
Electrical Training units	\$	1,500.00	5	\$	7,500.00
Benches with Vise	\$	750.00	6	\$	4,500.00
Battery Charger & Load Testers	\$	2,500.00	2	\$	5,000.00
Floor Jack & Stands	\$	1,200.00	1	\$	1,200.00
Electrical Multimeter	\$	250.00	6	\$	1,500.00
Puller set	\$	2,300.00	1	\$	2,300.00
Hydraulic Press & fixtures	\$	5,000.00	1	\$	5,000.00
Band Saw	\$	1,000.00	1	\$	1,000.00
Cordless tools	\$	400.00	3	\$	1,200.00
Torque wrenches	\$	500.00	3	\$	1,500.00
Soldering tools	\$	500.00	1	\$	500.00
1 inch Impact gun	\$	700.00	1	\$	700.00
3/4 Inch Impact gun	\$	750.00	1	\$	750.00
1/2 inch Impact gun	\$	350.00	3	\$	1,050.00
3/4 inch Socket set	\$	1,200.00	1	\$	1,200.00
1 inch Socket set	\$	1,700.00	1	\$	1,700.00
Flamamble Storage Cabinet	\$	600.00	1	\$	600.00
Bench Grinder	\$	350.00	1	\$	350.00
Tap and die sets	\$	600.00	4	\$	2,400.00
Specility tools (Engine turning, injector setting, etc.)	\$	1,700.00	2	\$	3,400.00
Automatic transmissions	\$	1,200.00	5	\$	6,000.00
Manual transmissions	\$	500.00	5	\$	2,500.00
	\$	-	0	\$	-
-	\$	-	0	\$	-
-	\$	-	0	\$	-
Capital Expenses Subtotal:				\$	215,297.00

TOTAL WINN REQUEST: \$455,872.40

Please contact Bonnie Long at 775-687-9910 with any questions regarding the budget breakdown template.



PROGRAMS & RESOURCES

Rural Community and Economic Development
CDBG
Nevada Main Street
Nevada Procurement Technical Assistance Center (PTAC), Procurement Outreach Program (POP)
Nevada Film Office
Incentives
Financial Resources
Higher Education Resources
Directory of Certified Local Emerging Small Businesses
Learn & Earn Advanced-career Pathways (LEAP)
Workforce Innovations for a New Nevada (WINN)
In-Demand Occupations Reports
Opportunity Zones

Workforce Innovations for a New Nevada (WINN)

One of the opportunities for companies looking to expand or locate their business operation in Nevada is the State's ready and willing workforce, as well as Nevada's commitment to create training programs that will equip workers with the skills needed by our employers.

WINN represents the first workforce development training program of its kind in Nevada and is a commitment to businesses to arm them with the skilled employees that they need. The program is administered by GOED in coordination Nevada System of Higher Education, the Governor's Office of Workforce Innovations, the Department of Employment, Training and Rehabilitation, and the Nevada Department of Education. Since its inception, WINN has made more than \$3 million in strategic investments to enable accelerated on-ramps to high-skill and high wage jobs in a New Nevada.



Employer Assistance

Employers may receive assistance from GOED to connect to an existing program or develop a custom program to meet their unique needs. Employers should complete the [WINN Interest Form](#) to get connected to the Workforce Development and Industry teams at GOED.

Authorized Providers

Employers can connect to existing industry partnerships funded by WINN, or reach out to authorized providers to explore workforce training needs.

Current Programs

[College of Southern Nevada \(CSN\) Manufacturing Skills Training Program \(MSTP\)](#)

[Western Nevada College \(WNC\) Advanced Manufacturing Technician](#)

[Western Nevada College \(WNC\) Manufacturing Technician Certification](#)

[Truckee Meadows Community College \(TMCC\) Certified Logistics Associate](#)

[Truckee Meadows Community College \(TMCC\) Panasonic Preferred Pathway \(P3\)](#)

[Truckee Meadows Community College \(TMCC\) Tesla Gigafactory Training Gateway](#)

Providers may apply to include their program on this list [here](#).



Nevada League of Cities & Municipalities

310 S. Curry Street

Carson City, NV 89703

775-882-2121

Annual Dues FY 2018-19

August 9, 2018

Attention: Jennifer Lee
Deputy City Clerk
City of Ely
501 Mill Street
Ely, NV 89301

Description	Amount
Annual Membership Dues FY 2018-19	\$ 2,566.81
Base Assessment \$1,265.37	
Per capita assessment 4,267 @ 0.305 1,301.44	
Total	\$ 2,566.81

August 9, 2018

MAYOR'S REPORT

1. I approved a Special Event License to:

- Bristlecone Arts Council for Arts in the Park at County Park on 8-4 & 8-5-18.

2. I approved a 24-Hour Liquor License to:

- WP Chamber of Commerce for WP Rodders Car Show at Veteran's Park
August 10-11, 2018.

August 9, 2018

MAYOR'S REPORT

1. I approved a Special Event License to:

- Bristlecone Arts Council for Arts in the Park at County Park on 8-4 & 8-5-18.

2. I approved a 24-Hour Liquor License to:

- WP Chamber of Commerce for WP Rodders Car Show at Veteran's Park
August 10-11, 2018.
- WP Rodders Car Club for WP Rodders Car Show at Veteran's Park
August 10-11, 2018

Criminal Statistics Reporting Caseload Worksheet

Court ID: M071701

MMMM YYYY

Criminal Caseload
(Dictionary p. 9-13)

[illegible][illegible][illegible][illegible][illegible]

Criminal Statistics Reporting Disposition Worksheet

Page 1 of 1

Prepared by: Linnea Prengel

Approved by: **Judge Michael Coster**

Chief Judge

Criminal Case Dispositions
(Dictionary p. 15-19)

Crimes Against Persons
Domestic Violence
Older/Vulnerable Person(s) Abuse
Protection Order Violations
Crimes Against Property
Drugs
Weapons
Public Order
Motor Vehicle - DUI
Motor Vehicle - Reckless Driving
Other Misdemeanor
Traffic
Parking

- Other Manner of Disposition
- Bail Forfeitures
- Nolle Prosequi (before trial)
- Transferred (before during trial)
- Dismissed (before trial)
- GUILTY PLEA WITH SENTENCE (before trial)
- Dismissed (after diversion)
- Non-Trial Dispositions

[illegible]

Bench Trial

Dismissed (during trial)
Acquittal
Guilty Plea with Sentence (during trial)
Conviction
Bench Trial Dispositions

[illegible]

Total Bench Trial Dispositions

Dismissed (during trial)
Acquittal
Guilty Plea with Sentence (during trial)
Conviction
Trial Jury Trial Dispositions

[illegible]

Total Jury Trial Dispositions

GRAND TOTAL DISPOSITIONS

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Nevada Trial Courts

Criminal Statistics Reporting Caseload Worksheet

Page 1 of 1

Court: Ely Municipal Court

Court ID: M071701

Date: Jul-2018
MMM YYYY

Additional Criminal Caseload Statistics (p. 5)

Aggressive Driving Charges	
Graffiti Charges	
Bench Trials	0
Jury Trials	

Death Penalty (Rule 250) Statistics (p. 5)

NOI to Seek Death Penalty Filed	
NOI Withdrawn	
Death Penalty Imposed	

Mental Competency Statistics (p. 5-6)

Orders for Mental Competency Evaluation	
Mental Competency Hearing	
Findings of Incompetence	

Court Interpreter Statistics (p. 6)

Cases with Court Interpreters	
Languages Used by Party	
Spanish	
Tagalog	
Chinese (Mandarin/Cantonese)	
American Sign Language	
Other Languages	

Additional Criminal Proceedings (p. 6-9)

Extraordinary Writs	
Search Warrants Requests	
Probable Cause Findings/Hearings	
Extradition Hearings	
Coroner's Inquest Hearings	
72-Hour Hearings	3
Arraignment Hearings	7
Preliminary Hearings	9
Sentencing Hearings	
Grand Jury Proceedings	

Post-Adjudication Case Activity	
Remanded Cases	
Request for Modification of Sentence	
Sentencing Violation	
Post-Conviction Relief	

Preliminary Hearing Continuances

Court Need	
Prosecution Request	
Defendant Request (<i>pro per</i>)	
Defense Attorney Request	
Other	
Total Prelim Hearing Continuances	

Trial Continuances	
Court Need	
Prosecution Request	
Defendant Request (<i>pro per</i>)	
Defense Attorney Request	
Other	
Total Trial Continuances	

MONTH & YEAR

Jul-18

[HOME](#)

[illegible]



INVOICE

Northeastern Nevada Regional Development Authority

1500 College Pkwy
McMullen Hall #103
Elko, NV 89801

INVOICE NO. 2019-4
INVOICE DATE: 7/1/2018
DUE DATE: 7/31/2018

TO City of Ely
Attn: Robert Switzer
480 Campton Street
Ely, NV 89301

DESCRIPTION	TOTAL
NNRDA Inter-Local Service Agreement FY2018-19	\$4,581.50
Thank you for supporting Northeastern Nevada Regional Development Authority's mission to grow and diversify our region.	
Phone: (775) 738-2100 or kris@nnrda.com	
TOTAL DUE	\$4,581.50

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 July 2018

1. Best of Nevada - For the tenth time, the readers of Nevada Magazine have recognized the Nevada Northern Railway National Historic Landmark as the Best Place to Take the Kids in Rural Nevada!
2. Locomotive Status – Updated
 - 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 and Rotary Snowplow B (for boiler overhaul.)
 - d. Locomotives out of service needing heavy repairs #801, #802, #81, #80 and the military locomotives.
 - e. Locomotive 81 is in the Machine Shop. Work continues on the locomotive. More of the running gear is being removed. We still have a lot of work to do. The good news is that we are not facing anything unusual at this time.
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 – Updated
 - a. Keystone Branch is open
 - b. Adverse Branch is open.
 - c. The Foundation received a \$347,670.22 grant to replace the signals at the US 93 crossing. Construction is almost complete on the signals.



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

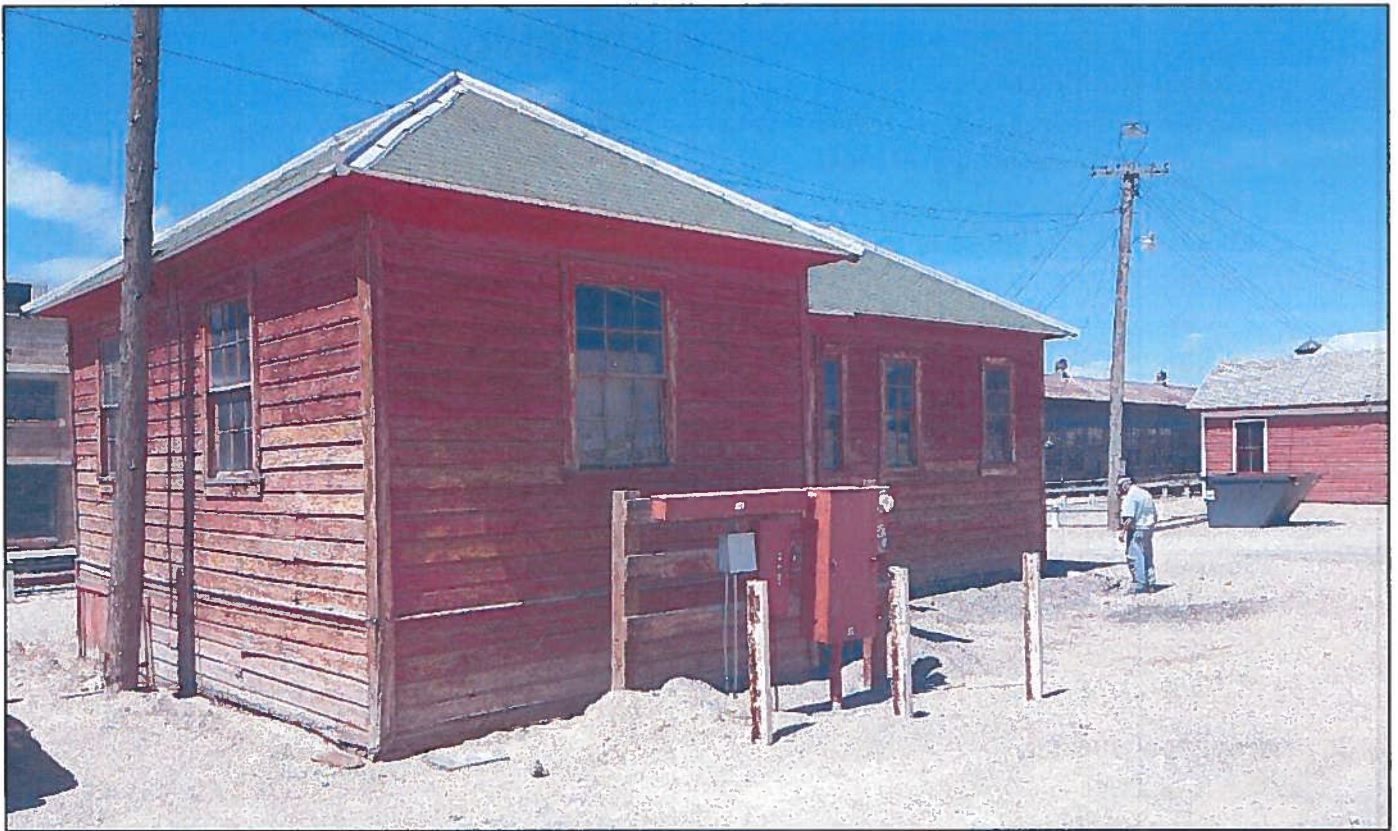
Best Museum in Rural Nevada – 2017, 2016, 2014, 2013, 2010, 2009, 2008

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 – 2018, 2015, 2014, 2013, 2012, 2011, 2010, 2009, 2008, 2007

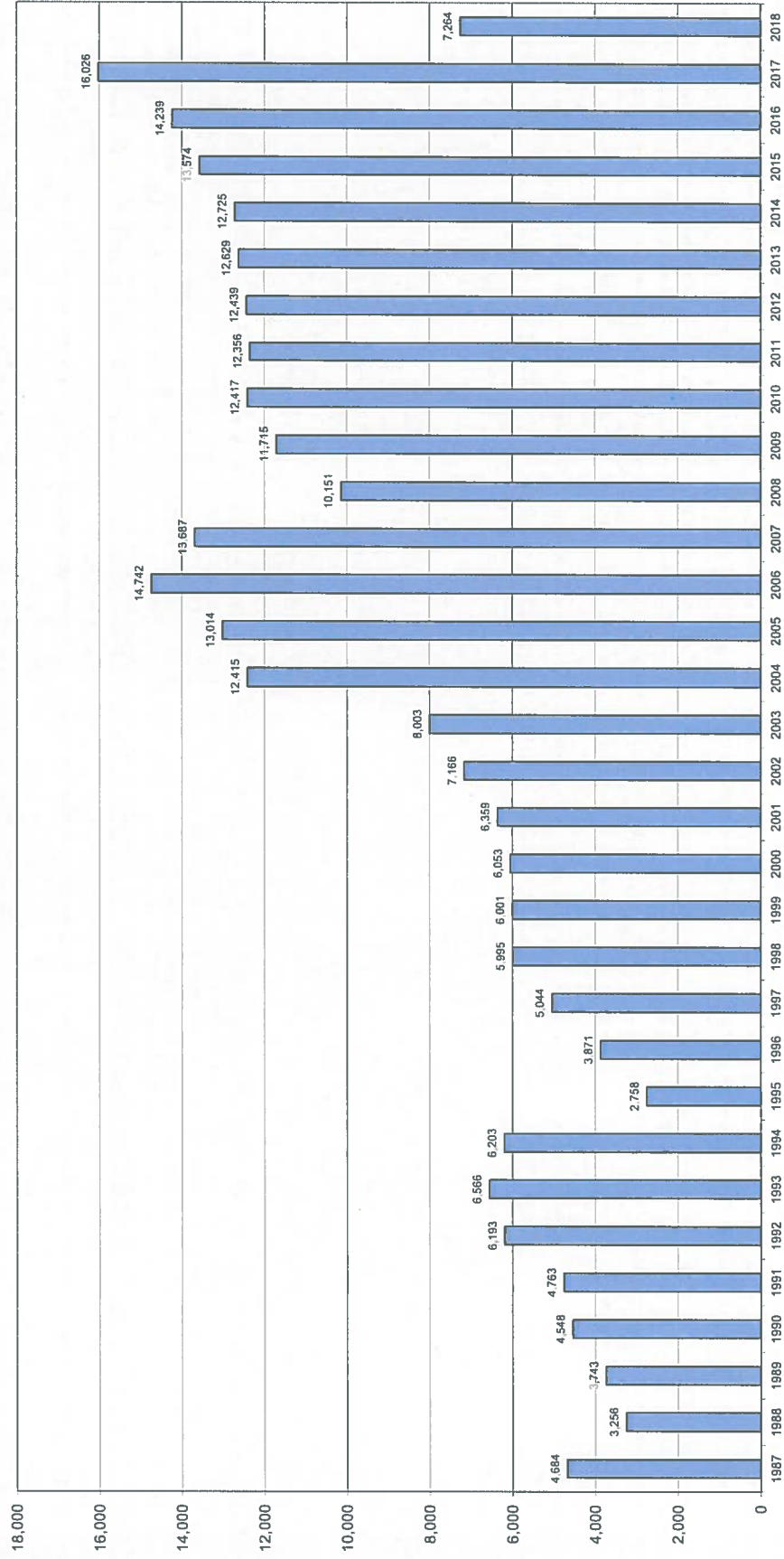
4. Building Status – Updated: We have received two grants. One for the McGill Depot and one for drainage and track repair in front of the Machine Shop.
5. Ridership and Ticket Sales – Updated
 - a. In July we carried 2,229 passengers. This is an increase of 37 passengers or 2%.
 - b. Our annual ridership stands at 7,264. This is an increase of 935 passengers or 15% over last year. 2017 was the largest year we have ever had, our challenge will be to top it, early indications are that we will.
 - c. Since operations began in 1987, we have carried 280,599 passengers.
6. Paint the Railroad Red: We plan to paint the Electric Shop weather cooperating the weekend of September 15th. This will be the last building along Avenue A that needs painting. Once this is completed, we'll move to the yard buildings. This will be a continuing initiative to keep the building painted and looking good.



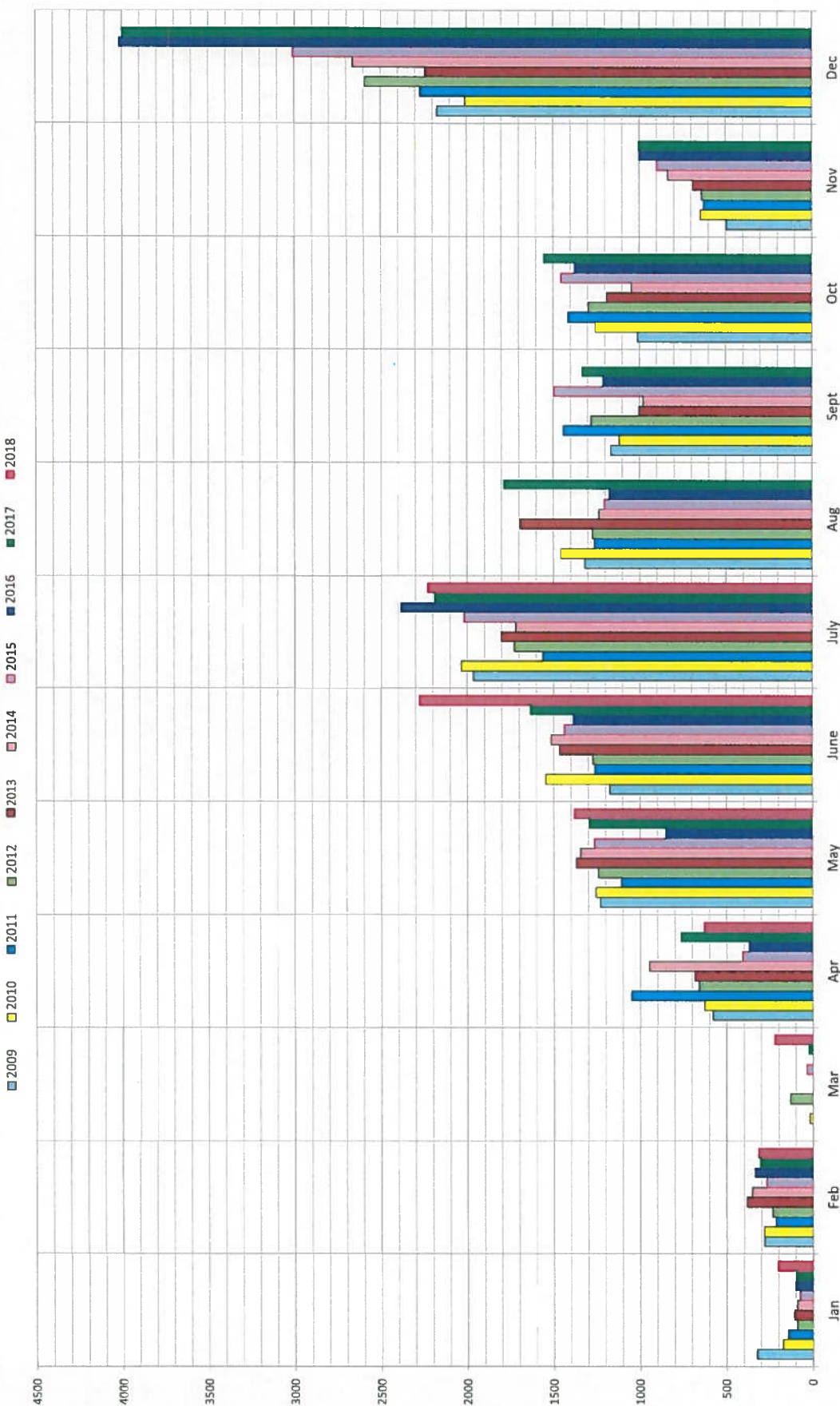
Total Ridership

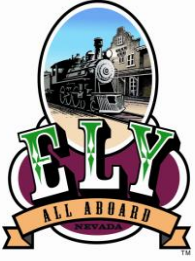
1987 - 2018

280,599 Passengers
Through June 30, 2018



Monthly Ridership 2009 - 2018





CITY OF ELY

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

August 1, 2018

TO: MAYOR VAN CAMP AND CITY COUNCIL MEMBERS

**FROM: MIKE CRACRAFT
PARKS, CEMETERY & RECYCLING JULY 2018 REPORT**

PARKS

All parks are being watered and mowed. There are no issues.

CEMETERY

During July we had 6 services and the Cemetery Crew did an excellent job.

RECYCLING CENTER

As of today, we have 60 bales of cardboard, 5 bales of paper, 3 bales of plastic and 7 bales of aluminum.

AULTMAN ST. & AROUND TOWN

We're repairing street lights.

MAINTENANCE

We continue to maintain vehicles.

If there are any concerns, suggestions, or comments, please call me at any time.

**Mike Cracraft
City Parks/Cemetery/Recycling Leadman**

RESOLUTION 2018-03

A RESOLUTION OF THE CITY OF ELY, CITY COUNCIL TO AMEND SECTION 5.6.3 (ADVANCED STEP HIRE) OF THE CITY OF ELY PERSONNEL MANUAL PERTAINING TO OFFERS OF EMPLOYMENT ABOVE THE ENTRY LEVEL PAY STEP

WHEREAS, the Ely City Council at its regularly scheduled and noticed meeting on July 26, 2018 voted unanimously to amend Section 5.6.3 of the City of Ely Personnel Manual pertaining to offers of employment requiring wage rates above the entry level step; and

WHEREAS, City Code 1-6-4-B requires changes to the personnel Policy Manual to be made by Resolution and approved by the City Council; and

WHEREAS, pursuant to that vote, Section 5.6.3 hereby amended to provide that the City Clerk/City Administrator, department head and City Council Liaison may offer employment above the entry level when certain criteria are met; and

WHEREAS, by this Resolution the City Council is directing the City of Ely Personnel Manual be amended to reflect the changes identified below and that this change be signed by all employees of the City of Ely.

5.6.3 Advanced Step Hire

Fairness and equity in the administration of the compensation plan will be maintained when making advanced step hires. The City of Ely may authorize advanced step appointments when all of the following circumstances exist:

- a. The applicant's qualifications indicate s/he will perform at a level commensurate with the requested step;
- b. Based on the applicant's current or most recent salary, an advanced step hire is required for the applicant to accept the position (City of Ely will not consider salaries paid more than twelve [12] months prior to the job offer.);
- c. Other applicants with similar qualifications not requiring an advanced level salary are unavailable; ~~and~~
- d. Funds are available in the hiring department's budget to pay the higher rate; **and**;
- e. **The City Clerk/City Administrator, department head and the City Council Liaison to the hiring department all agree that an advanced step is necessary and the funds are available in the Department's budget. In the event the City Clerk/City Administrator, department head and City Council Liaison are unable to agree on whether to permit the range penetration requested, the City Clerk/City Administrator and/or the department**

head may bring the matter before the City Council for consideration. The decision of the City Council is final.

NOW THEREFORE, BE IT RESOLVED this ____ day of _____, 2018, that Section 5.6.3 is amended as identified above and incorporated in and shall replace the existing language effective upon the passing of this Resolution.

BE IT FURTHER RESOLVED that all employees must be provided a copy of this Resolution and be required to sign for receipt (a copy of which shall be placed into their personnel file).

DATED this ____ day of _____, 2018.

AYES: _____

NAYS: _____

ABSTAIN: _____

APPROVED:

ATTESTED TO BY:

CITY OF ELY

MELODY VAN CAMP, MAYOR

ROBERT SWITZER, CITY ADMINISTRATOR



CITY OF ELY

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

August 9, 2018

Stacey Bostwick, Program Coordinator
Governor's Office of Economic Development
555 E. Washington Ave, Suite 5400
Las Vegas, NV 89101

Subject: Workforce Innovations for a New Nevada (WINN) Application

Dear Ms. Bostwick:

By this letter, we wish to express our support for the Great Basin College Ely Diesel Technology Program built to serve the needs of mining, agriculture, construction and transportation employers seeking high-skill workers in Ely. This program offers high-wage opportunities to workers obtaining skills at Great Basin College. We are confident that this program will help provide the highly-skilled workforce Ely needs.

This application for WINN funds was developed through a collaborative partnership of regional stakeholders including White Pine High School, *Robinson Nevada Mining Company*, and *Wheeler Machinery*. We recognize the need for, and support the development of this Industry-based training program.

We look forward to continuing to work in partnership with Great Basin College and other stakeholders in this important effort.

Sincerely yours,

Melody Van Camp
Mayor