

White Pine County Building Permits

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

Permit#	Owner Name	Property Location	Issue Date	Permit Fee	Plan Rvw Fee	Fuel Fee	Total Fees	Total Owed
2019-005	LILLY, JEREMY F	295 ELY AVENUE	1/16/19	54.00	.00	.00	54.00	.00
2019-008	DAY, DEAN D	415 DICKERSON AVENUE	1/22/19	23.50	.00	.00	23.50	.00
2019-009	VARGAS, LINDA	1320 AVENUE B	1/15/19	54.00	.00	.00	54.00	.00
2019-012	MCDONALD'S CORPORATION	1695 GREAT BASIN BLVD	1/28/19	237.25	154.21	.00	391.46	.00
Total Selected Permits			4	Total Fees:		368.75	154.21	.00
							522.96	

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Permit#	Owner Name	Property Location	Issue Date	Permit Fee	Plan Rvw Fee	Fuel Fee	Total Fees	Total Owed
2019-001	KG MINING (BLD MTN) INC/VANTAGE	27351 WEST U.S. HIGHWAY 50	1/03/19	210.00	75.00	152.60	437.60	.00
2019-002	KG MINING (BLD MTN) INC/VANTAGE	27351 WEST U.S. HIGHWAY 50	1/03/19	190.00	75.00	76.30	341.30	.00
2019-004	RUBY MOUNTAIN PROPERTIES, LLC	11 NORTH FIFTH STREET	1/10/19	54.00	.00	13.08	67.08	.00
2019-006	RUBY MOUNTAIN PROPERTIES, LLC	11 NORTH FIFTH STREET 11 AND 1/24/19	2,134.38	554.94	52.32	2,741.64	.00	.00
2019-007	MARTINDALE, JOHN	21 NORTH FOURTH STREET 21 AND 1/24/19	2,134.38	.00	52.32	2,186.70	.00	.00
2019-010	BOWEN, GERALD & CINDY	23 AVENUE J	1/25/19	422.05	.00	14.28	436.33	.00
2019-011	BROWN, DORIS LEVIEN ET AL	2701 NORTH 21ST WEST STREET	1/25/19	90.00	.00	8.39	98.39	.00
2019-013	COLORADO, SALVADOR	962 EAST 139TH NORTH STREET	1/28/19	54.00	.00	6.00	60.00	.00
Total Selected Permits		8	Total Fees:	5,288.81	704.94	375.29	6,369.04	

January 2019

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

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Dec 30	31	Jan 1, 19	2	3	4	5
				9:30am Stewart 11:00am McGill-Ruth Water	3:00pm Carson	
6	7	8	9	10	11	12
		9:00am Holiday Inn	9:00am Holiday Inn 10:30am WPC Commission Mtg 2:00pm 3:30pm Stanley mtg	5:00pm City Council	10:00am Hanson 3:00pm Holiday Inn	
13	14	15	16	17	18	19
	9:30am 13 N 5th 2:00pm Hayden 3:00pm Holiday Inn	Finding of Facts Packings-Gledhill		9:00am Basin mtg 10:00am Weaver 11:00am Rose 11:30am Lilly 2:00pm Carson 3:00pm B/G C	Publications-Gledhill 3:00pm Holiday Inn	
20	21	22	23	24	25	26
	9:00am Holiday Inn	Certified Mailings-Gledhill 4:00pm Brown	10:30am WPC Commission 2:00pm Scott 3:00pm Makley	11:00am Samson 2:00pm City Planning Commission 5:00pm City Council	Finding of Facts Summary-Gledhill 10:00am Vantage	
27	28	29	30	31	Feb 1	2
	10:00am 295 Ely Avenue 10:30am Coleman		11:00am Court 2:00pm Holiday Inn	10:00am Vargas		

WHITE PINE COUNTY – MISCELLANEOUS REVENUE (OTHER THAN BUILDING PERMITS) FOR JANUARY 2019

VARIANE APPLICATION-GLEDHILL	\$260
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ABANDONMENT-LEMICH	\$400
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TOTAL	\$660
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CITY OF ELY – MISCELLANEOUS REVENUE (OTHER THAN BUILDING PERMITS) FOR JANUARY 2019

TOTAL	\$0
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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	110022	WELLS	11/29/2018	2,527.36	2,527.36	02/08/2019
37	WESTERN ENVIRONMENTAL T	111482	WELLS/WWTP	01/31/2019	201.60	201.60	02/08/2019
37	WESTERN ENVIRONMENTAL T	111482	WELLS/WWTP	01/31/2019	182.16	182.16	02/08/2019
Total 37:					2,911.12	2,911.12	
43	NARANJO RAUL	070	SERVICE	02/01/2019	355.92	355.92	02/08/2019
43	NARANJO RAUL	070	SERVICE	02/01/2019	355.92	355.92	02/08/2019
43	NARANJO RAUL	070	SERVICE	02/01/2019	355.92	355.92	02/08/2019
Total 43:					1,067.76	1,067.76	
44	SAFETY SUPPLY & SIGN CO.	57476-C	SPEED LIMIT, STOP, NO PARK	12/27/2018	500.00	500.00	01/30/2019
Total 44:					500.00	500.00	
67	BUSINESS CONTINUITY TECHN	409514	CLOUD SERVICE	02/01/2019	275.00	275.00	02/08/2019
67	BUSINESS CONTINUITY TECHN	409514	CITY OF ELY	02/01/2019	275.00	275.00	02/08/2019
67	BUSINESS CONTINUITY TECHN	409514	CITY OF ELY	02/01/2019	275.00	275.00	02/08/2019
67	BUSINESS CONTINUITY TECHN	409514	CITY OF ELY	02/01/2019	275.00	275.00	02/08/2019
Total 67:					1,100.00	1,100.00	
100	NEVADA EMPLOYMENT SECUR	4THQUARTER	008404500-4th quarter 2018	01/31/2019	1,322.54	1,322.54	01/31/2019
Total 100:					1,322.54	1,322.54	
350	AT&T	JAN2019	2892150	01/28/2019	117.82	117.82	02/08/2019
350	AT&T	JAN2019	2892430	01/28/2019	53.82	53.82	02/08/2019
350	AT&T	JAN2019	2892430	01/28/2019	53.82	53.82	02/08/2019
350	AT&T	JAN2019	2892430	01/28/2019	53.82	53.82	02/08/2019
350	AT&T	JAN2019	2892430	01/28/2019	53.81	53.81	02/08/2019
350	AT&T	JAN2019	2894838	01/28/2019	138.36	138.36	02/08/2019
350	AT&T	JAN2019	2892345	01/28/2019	24.13	24.13	02/08/2019
350	AT&T	JAN2019	2894602	01/28/2019	13.92	13.92	02/08/2019
350	AT&T	JAN2019	2896103	01/28/2019	13.92	13.92	02/08/2019
350	AT&T	JAN2019	2896500	01/28/2019	13.92	13.92	02/08/2019
350	AT&T	JAN2019	2896633	01/28/2019	51.36	51.36	02/08/2019
Total 350:					588.70	588.70	
440	BATH LUMBER	72917	TRIPLE BALL MOUNT, HITCH PI	01/11/2019	48.58	48.58	01/30/2019
440	BATH LUMBER	72922	BALL MOUNT REDUCER	01/11/2019	16.19	16.19	01/30/2019
440	BATH LUMBER	73001	BIT HMR,BLOWOFF DUSTER,H	01/11/2019	26.32	26.32	01/30/2019
440	BATH LUMBER	73021	HARDWARE	01/11/2019	8.76	8.76	01/30/2019
440	BATH LUMBER	73316	ACE GLOVES	01/14/2019	11.69	11.69	01/30/2019
440	BATH LUMBER	73340	BOLT, NUT, WASHER	01/14/1949	2.00	2.00	01/30/2019
440	BATH LUMBER	73565	SNOW PUSHER	01/15/2019	35.98	35.98	01/30/2019
440	BATH LUMBER	73627	HARDWARE	01/16/2019	13.76	13.76	01/30/2019
440	BATH LUMBER	73641	BLTS,NTS,FL WASH	01/16/2019	9.96	9.96	01/30/2019
440	BATH LUMBER	73780	TARP	01/17/2019	43.18	43.18	02/08/2019
440	BATH LUMBER	73869	TARP	01/17/2019	20.69	20.69	01/30/2019
440	BATH LUMBER	74033	KEYS	01/18/2019	8.95	8.95	01/30/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
440	BATH LUMBER	74354	KEYS-S-BINER MICROLOCK	01/21/2019	10.59	10.59	02/08/2019
440	BATH LUMBER	74719	LED PLUG N PLAY	01/24/2019	22.50	22.50	01/30/2019
440	BATH LUMBER	74901	HASP, PADLOCK	01/25/2019	54.48	54.48	02/08/2019
440	BATH LUMBER	74953	ACE GLOVES	01/25/2019	44.97	44.97	02/08/2019
440	BATH LUMBER	75404	LED BALLAST BYPASS	01/28/2019	26.98	26.98	02/08/2019
440	BATH LUMBER	75421	HARDWARE	01/28/2019	3.36	3.36	02/08/2019
440	BATH LUMBER	75554	CONCRETE MIX	01/29/2019	12.22	12.22	02/08/2019
440	BATH LUMBER	75778	LED FEIT A21,RUDUCR SOCKT	01/30/2019	75.90	75.90	02/08/2019
440	BATH LUMBER	75847	EZ-START TAPE, BAG FREEZR	01/31/2019	14.55	14.55	02/08/2019
440	BATH LUMBER	75852	SUPPLIES	01/31/2019	25.65	25.65	02/08/2019
440	BATH LUMBER	75886	CLEANING SUPPLIES	01/31/2019	24.35	24.35	02/08/2019
440	BATH LUMBER	75950	HASP	01/31/2019	7.19	7.19	02/08/2019
440	BATH LUMBER	76292	FLAP WHEEL	02/02/2019	26.77	26.77	02/08/2019
440	BATH LUMBER	76317	POWR HMR PIN/RA,SET JA,,ER	02/02/2019	57.46	57.46	02/08/2019
440	BATH LUMBER	76406	HARDWARE	02/03/2019	4.61	4.61	02/08/2019
Total 440:					657.64	657.64	
610	BRIGGS, KEVIN	090518	OPEN INVOICES AS OF 9/5/18	01/24/2019	8,857.00	8,857.00	01/30/2019
Total 610:					8,857.00	8,857.00	
750	C & B AUTO	388633	HD ANTIFREEZE	01/10/2019	35.98	35.98	01/30/2019
750	C & B AUTO	388693	air TOOL LUBE	01/10/2019	14.98	14.98	01/30/2019
750	C & B AUTO	389442	BULLY ALUM STEP	01/17/2019	59.99	59.99	01/30/2019
750	C & B AUTO	389620	MOSAK SEAT COVER	01/18/2019	63.98	63.98	01/30/2019
750	C & B AUTO	390021	1997 FORD TRUCK-BELT SERP	01/22/2019	57.49	57.49	02/08/2019
750	C & B AUTO	390082	ALLIGATOR CLIP	01/23/2019	3.49	3.49	02/08/2019
750	C & B AUTO	390165	2000 FORD TRUCT EXPEDITIO	01/23/2019	42.58	42.58	01/30/2019
750	C & B AUTO	390182	QT 10W30	01/23/2019	6.29	6.29	01/30/2019
750	C & B AUTO	390233	2002 FORD,OIL FILTER,OIL, AIR	01/24/2019	33.42	33.42	02/08/2019
750	C & B AUTO	390234	REAL/TREE 2PC FLR MATS	01/24/2019	34.99	34.99	02/08/2019
750	C & B AUTO	390235	UNIV ADJ SIDE STEPS	01/24/2019	112.99	112.99	02/08/2019
750	C & B AUTO	390243	GAS CAP	01/24/2019	14.49	14.49	02/08/2019
750	C & B AUTO	390279	SERPENTINE BELT	01/24/2019	61.99	61.99	02/08/2019
750	C & B AUTO	390641	CLEAR VENT HOSE-OILER	01/28/2019	19.66	19.66	02/08/2019
750	C & B AUTO	390739	RADIATOR CAP	01/29/2019	6.29	6.29	02/08/2019
750	C & B AUTO	390769	EARPLUG	01/29/2019	38.00	38.00	02/08/2019
750	C & B AUTO	390907	NAPAGOLD FUEL FILTER	01/30/2019	19.80	19.80	02/08/2019
750	C & B AUTO	390944	1999 FORD TRUCK BELT TENS	01/30/2019	91.99	91.99	02/08/2019
750	C & B AUTO	391032	SPECIALIST PENETRANT	01/31/2019	14.58	14.58	02/08/2019
750	C & B AUTO	391183	BRAKE LINE	02/01/2019	6.49	6.49	02/08/2019
750	C & B AUTO	391528	REMAN PROP SHAFT	02/05/2019	273.99	273.99	02/08/2019
Total 750:					1,013.46	1,013.46	
850	CASELLE INC	92969	MONTHLY SUPPORT	02/01/2019	364.00	364.00	02/08/2019
850	CASELLE INC	92969	MONTHLY SUPPORT	02/01/2019	364.00	364.00	02/08/2019
850	CASELLE INC	92969	MONTHLY SUPPORT	02/01/2019	364.00	364.00	02/08/2019
850	CASELLE INC	92969	MONTHLY SUPPORT	02/01/2019	364.00	364.00	02/08/2019
Total 850:					1,456.00	1,456.00	
851	O'FLAHERTY, JOHN	013019	CASE NO 2018-OC-531	01/30/2019	25.00	25.00	02/08/2019
Total 851:					25.00	25.00	
960	CHRIS' SERVICE	3088	DYED DSL	01/15/2019	1,622.50	1,622.50	01/30/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
960	CHRIS' SERVICE	9744	MOBILE SYN CON	01/15/2019	269.57	269.57	01/30/2019
Total 960:					1,892.07	1,892.07	
965	WOLF, RIFKIN, SHAPIRO, SCHU	3296905	S&S SHORTLINE LEASING	12/31/2018	96,629.38	96,629.38	02/08/2019
Total 965:					96,629.38	96,629.38	
990	CITY OF ELY	13019	EMPLOYEE UTILITIES	01/30/2019	8.75	8.75	02/08/2019
990	CITY OF ELY	13019	PETTY CASH	01/30/2019	30.00	30.00	02/08/2019
990	CITY OF ELY	13019	PETTY CASH	01/30/2019	3.50	3.50	02/08/2019
990	CITY OF ELY	13019	PETTY CASH	01/30/2019	8.26	8.26	02/08/2019
990	CITY OF ELY	13019	PETTY CASH	01/30/2019	24.70	24.70	02/08/2019
990	CITY OF ELY	13019	PETTY CASH	01/30/2019	11.95	11.95	02/08/2019
990	CITY OF ELY	13019	PETTY CASH	01/30/2019	20.00	20.00	02/08/2019
990	CITY OF ELY	13019	PETTY CASH	01/30/2019	16.99	16.99	02/08/2019
990	CITY OF ELY	13019	PETTY CASH	01/30/2019	7.30	7.30	02/08/2019
990	CITY OF ELY	13019	PETTY CASH	01/30/2019	49.15	49.15	02/08/2019
990	CITY OF ELY	JANUARY2019	PR DED - UTILITIES	01/24/2019	539.21	539.21	01/25/2019
Total 990:					719.81	719.81	
1120	NEVADA DEPT OF PUBLIC SAF	49239	CUSTOMER NO 880164	02/01/2019	164.50	164.50	02/08/2019
Total 1120:					164.50	164.50	
1450	ELY VOLUNTEER FIRE DEPART	FEB2019	Fire Hall Rent	01/31/2019	112.50	112.50	02/08/2019
1450	ELY VOLUNTEER FIRE DEPART	FEB2019	Fire Hall Rent	01/31/2019	112.50	112.50	02/08/2019
1450	ELY VOLUNTEER FIRE DEPART	FEB2019	Fire Hall Rent	01/31/2019	112.50	112.50	02/08/2019
1450	ELY VOLUNTEER FIRE DEPART	FEB2019	Fire Hall Rent	01/31/2019	112.50	112.50	02/08/2019
1450	ELY VOLUNTEER FIRE DEPART	FEB2019	7th Paid Firefighter	01/31/2019	262.50	262.50	02/08/2019
1450	ELY VOLUNTEER FIRE DEPART	FEB2019	7th Paid Firefighter	01/31/2019	262.50	262.50	02/08/2019
1450	ELY VOLUNTEER FIRE DEPART	FEB2019	7th Paid Firefighter	01/31/2019	262.50	262.50	02/08/2019
1450	ELY VOLUNTEER FIRE DEPART	FEB2019	7th Paid Firefighter	01/31/2019	262.50	262.50	02/08/2019
Total 1450:					1,500.00	1,500.00	
1750	GALE OIL	08262	MOUNT	01/01/2019	33.99	33.99	02/08/2019
Total 1750:					33.99	33.99	
1930	GUST ELECTRIC INC	14447	sERVICE CALL 1/18/19	01/21/2019	75.00	75.00	01/30/2019
1930	GUST ELECTRIC INC	14459	sERVICE CALL 1.25.19	01/25/2019	75.00	75.00	02/08/2019
Total 1930:					150.00	150.00	
2210	IDEXX DISTRIBUTION CORP	PO3021326	COLILERT BOX 200	01/31/2019	1,161.30	1,161.30	02/08/2019
Total 2210:					1,161.30	1,161.30	
2860	MICHAEL A CLARK TRUCKING I	377247	HYPOCHLORITE SOLUTIONS	01/17/2019	319.90	319.90	02/08/2019
Total 2860:					319.90	319.90	
2950	MONY	FEBRUARY20	R. RIVERA	01/24/2019	87.88	87.88	01/30/2019
Total 2950:					87.88	87.88	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3030	MT WHEELER POWER	JANUARY2019	POWER	01/15/2019	3,229.77	3,229.77	01/30/2019
3030	MT WHEELER POWER	JANUARY2019	POWER	01/15/2019	228.27	228.27	01/30/2019
3030	MT WHEELER POWER	JANUARY2019	POWER	01/15/2019	23,259.54	23,259.54	01/30/2019
3030	MT WHEELER POWER	JANUARY2019	POWER	01/15/2019	719.14	719.14	01/30/2019
3030	MT WHEELER POWER	JANUARY2019	POWER	01/15/2019	179.83	179.83	01/30/2019
3030	MT WHEELER POWER	JANUARY2019	POWER	01/15/2019	392.27	392.27	01/30/2019
3030	MT WHEELER POWER	JANUARY2019	POWER	01/15/2019	3,697.26	3,697.26	01/30/2019
3030	MT WHEELER POWER	JANUARY2019	POWER	01/15/2019	4,461.86	4,461.86	01/30/2019
3030	MT WHEELER POWER	JANUARY2019	POWER	01/15/2019	1,042.09	1,042.09	01/30/2019
3030	MT WHEELER POWER	JANUARY2019	POWER	01/15/2019	249.93	249.93	01/30/2019
3030	MT WHEELER POWER	JANUARY2019	POWER	01/15/2019	166.59	166.59	01/30/2019
3030	MT WHEELER POWER	JANUARY2019	POWER	01/15/2019	328.70	328.70	01/30/2019
Total 3030:					37,955.25	37,955.25	
3330	NEVADA STATE CONTROLLER	JANUARY2019	JANUARY REPORT	02/04/2019	2,510.00	2,510.00	02/08/2019
Total 3330:					2,510.00	2,510.00	
3570	OFFICE DEPOT	252531640001	HARD HAT W/SENSOR	01/03/2019	40.88	40.88	01/30/2019
3570	OFFICE DEPOT	252531640001	HARD HAT W/SENSOR	01/03/2019	40.88	40.88	01/30/2019
3570	OFFICE DEPOT	252531640001	HARD HAT W/SENSOR	01/03/2019	40.88	40.88	01/30/2019
3570	OFFICE DEPOT	255602061001	TAPE-LEGAL ENVELOPES	01/07/2019	11.37	11.37	02/08/2019
3570	OFFICE DEPOT	255602061001	TAPE	01/07/2019	11.37	11.37	02/08/2019
3570	OFFICE DEPOT	255602061001	TAPE	01/07/2019	11.37	11.37	02/08/2019
3570	OFFICE DEPOT	256124621001	HARD HAT W/SENSOR	01/08/2019	23.80	23.80	01/30/2019
3570	OFFICE DEPOT	256124621001	HARD HAT W/SENSORS	01/08/2019	23.80	23.80	01/30/2019
3570	OFFICE DEPOT	256124621001	HARD HAT W/SENSORS	01/08/2019	23.80	23.80	01/30/2019
3570	OFFICE DEPOT	256885164001	TONER	01/10/2019	18.87	18.87	02/08/2019
3570	OFFICE DEPOT	256885164001	TONER	01/10/2019	18.87	18.87	02/08/2019
3570	OFFICE DEPOT	256885164001	TONER	01/10/2019	18.87	18.87	02/08/2019
3570	OFFICE DEPOT	256885164001	TONER	01/10/2019	18.88	18.88	02/08/2019
3570	OFFICE DEPOT	259304804001	COPY PAPER	01/18/2019	23.39	23.39	02/08/2019
3570	OFFICE DEPOT	259304804001	COPY PAPER	01/18/2019	23.39	23.39	02/08/2019
3570	OFFICE DEPOT	259304804001	COPY PAPER	01/18/2019	23.39	23.39	02/08/2019
3570	OFFICE DEPOT	259304804001	COPY PAPER	01/18/2019	23.40	23.40	02/08/2019
3570	OFFICE DEPOT	259304804001	COPY PAPER	01/18/2019	23.40	23.40	02/08/2019
3570	OFFICE DEPOT	259304804001	COPY PAPER	01/18/2019	23.40	23.40	02/08/2019
3570	OFFICE DEPOT	259304804001	COPY PAPER	01/18/2019	23.40	23.40	02/08/2019
3570	OFFICE DEPOT	260121361200	PEN/MANILA FF	01/16/2019	57.76	57.76	02/08/2019
3570	OFFICE DEPOT	260121361200		01/16/2019	3.80	3.80	02/08/2019
3570	OFFICE DEPOT	260121361200		01/16/2019	3.80	3.80	02/08/2019
3570	OFFICE DEPOT	260121361200		01/16/2019	3.79	3.79	02/08/2019
3570	OFFICE DEPOT	260121361200		01/16/2019	3.79	3.79	02/08/2019
3570	OFFICE DEPOT	260121361200		01/16/2019	3.79	3.79	02/08/2019
3570	OFFICE DEPOT	260985777001	PAPER	01/17/2019	129.13	129.13	02/08/2019
Total 3570:					622.69	622.69	
3590	O'FLAHERTY PLUMBING & HEA	1812306	MOTEL SIX	11/30/2018	7,991.26	7,991.26	02/08/2019
3590	O'FLAHERTY PLUMBING & HEA	6783	FAN MOTOR FOR HEATER	12/17/2018	142.30	142.30	01/30/2019
Total 3590:					8,133.56	8,133.56	
3660	OPERATING ENGINEERS LOCA	JUNE2018	JUNE INVOICE NOT PAID	01/25/2019	147.00	147.00	01/30/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 3660:					147.00	147.00	
3980	RECK BROTHERS LLC	1232018	WATER LINE AT SPORTSWORL	12/03/2018	39,839.05	39,839.05	01/30/2019
Total 3980:					39,839.05	39,839.05	
4400	SIERRA ELECTRONICS	AR14368	MINITOR VI PROGRAMING KIT	01/15/2019	89.00	89.00	01/30/2019
Total 4400:					89.00	89.00	
4780	THATCHER COMPANY OF NEV	1460154	55 G DRUM T-CHLOR 12.5	01/17/2019	1,789.60	1,789.60	01/30/2019
Total 4780:					1,789.60	1,789.60	
4790	BATTLE BORN MEDIA	E18-1025377	2ND READING ORD 716	10/25/2018	52.00	52.00	02/08/2019
4790	BATTLE BORN MEDIA	E18-1026465	HEARUBG-SECOND READING	10/26/2018	52.00	52.00	02/08/2019
4790	BATTLE BORN MEDIA	E18-1026570	2ND READING ORD. 708	10/26/2018	60.00	60.00	02/08/2019
4790	BATTLE BORN MEDIA	E18-1026571	HEARING-CDBG APPLICATION	10/26/2018	68.00	68.00	02/08/2019
4790	BATTLE BORN MEDIA	E18-1102899	ADOPT ORD 715	11/02/2018	40.00	40.00	02/08/2019
4790	BATTLE BORN MEDIA	E18-1207679	SERVICE WORKER, TREATMEN	12/07/2018	41.25	41.25	02/08/2019
4790	BATTLE BORN MEDIA	E18-1214839	UTILITIES BOARD VACANCY	12/14/2018	54.00	54.00	02/08/2019
4790	BATTLE BORN MEDIA	E18-1228579	2ND READING ORD. 718	12/28/2018	54.00	54.00	02/08/2019
4790	BATTLE BORN MEDIA	E18-1228580	MEETING DATES	12/28/2018	102.00	102.00	02/08/2019
4790	BATTLE BORN MEDIA	E190118367	ADOPTION ORD. 718	01/18/2019	42.00	42.00	02/08/2019
4790	BATTLE BORN MEDIA	E19-0118367	ADOPT ORD 718	01/18/2019	42.00	42.00	02/08/2019
4790	BATTLE BORN MEDIA	E19-0122847	1ST QUARTER EXPENSE REP	12/28/2018	210.00	210.00	02/08/2019
4790	BATTLE BORN MEDIA	E19-0125156	HEARING CERTIFICATION OF R	01/25/2019	60.00	60.00	02/08/2019
Total 4790:					877.25	877.25	
4980	USA BLUE BOOK	793249	HARD HATS	01/23/2019	87.88	87.88	02/08/2019
Total 4980:					87.88	87.88	
5120	WHITE PINE COUNTY SHERIFF	212019	LEINS-LANDFILL	02/01/2019	420.00	420.00	02/08/2019
5120	WHITE PINE COUNTY SHERIFF	212019	LEINS-LANDFILL	02/01/2019	385.00	385.00	02/08/2019
5120	WHITE PINE COUNTY SHERIFF	212019	LEINS-LANDFILL	02/01/2019	175.00	175.00	02/08/2019
Total 5120:					980.00	980.00	
5230	WESTERN NEVADA SUPPLY	27729840	ROMA	01/17/2019	446.06	446.06	02/08/2019
5230	WESTERN NEVADA SUPPLY	2773172	8" REPAIR CLAMPS	01/17/2019	369.22	369.22	02/08/2019
5230	WESTERN NEVADA SUPPLY	27733740	ROMA	02/05/2019	223.03	223.03	02/08/2019
5230	WESTERN NEVADA SUPPLY	27740306	ROMA	02/01/2019	597.38	597.38	02/08/2019
Total 5230:					1,635.69	1,635.69	
5270	WHEELER MACHINERY CO	ELC240465	MICROLITE COALANT	01/14/2019	115.73	115.73	02/08/2019
5270	WHEELER MACHINERY CO	ELC240465A	MICROLITE DUAL FLO	01/14/2019	55.83	55.83	02/08/2019
5270	WHEELER MACHINERY CO	ELC240465B	MICROLITE OUTTER AI	01/17/2019	134.50	134.50	02/08/2019
5270	WHEELER MACHINERY CO	ELC240466	BUD NUT	01/14/2019	6.66	6.66	02/08/2019
5270	WHEELER MACHINERY CO	ELC240466A	BUD NUT	01/15/2019	1.79	1.79	02/08/2019
5270	WHEELER MACHINERY CO	ELC240481	BATTERY	01/14/2019	52.50	52.50	02/08/2019
5270	WHEELER MACHINERY CO	ELC240481A	BATTERY	01/14/2019	250.88	250.88	02/08/2019
5270	WHEELER MACHINERY CO	ELC240540	FILTERS LOADER, SAMPLE BO	01/16/2019	431.83	431.83	01/30/2019
5270	WHEELER MACHINERY CO	ELC240540	FILTERS LOADER, SAMPLE BO	01/16/2019	56.00	56.00	01/30/2019
5270	WHEELER MACHINERY CO	ELC240647	OIL HYDRO	01/22/2019	970.93	970.93	02/08/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
5270	WHEELER MACHINERY CO	PS000752396	REPLACEMENT FILTERS FOR L	01/02/2019	258.27	258.27	01/30/2019
5270	WHEELER MACHINERY CO	PS000755829	CUTTING EDGES,FILTER,PART	01/10/2019	1,197.70	1,197.70	01/30/2019
5270	WHEELER MACHINERY CO	PS000757839	LANDFILL	01/15/2019	286.90	286.90	02/08/2019
5270	WHEELER MACHINERY CO	PS000757841	TOM	01/15/2019	46.88	46.88	02/08/2019
5270	WHEELER MACHINERY CO	PS000757843	GAL 15W40 OIL	01/15/2019	32.24	32.24	01/30/2019
5270	WHEELER MACHINERY CO	PS000758258	BATTERIES, COAT	01/16/2019	250.88	250.88	01/30/2019
5270	WHEELER MACHINERY CO	PS000758258	BATTERIES, COAT	01/16/2019	52.50	52.50	01/30/2019
5270	WHEELER MACHINERY CO	PS000762081	ELEMENT	01/25/2019	6.51	6.51	02/08/2019
5270	WHEELER MACHINERY CO	PS00076282	OIL	01/25/2019	818.32	818.32	02/08/2019
5270	WHEELER MACHINERY CO	PS000763761	STREETS	01/30/2019	84.00	84.00	02/08/2019
Total 5270:					5,110.85	5,110.85	
5400	WILLIAM BEE RIRIE HOSPITAL	012219	SUPPLIES	01/22/2019	130.50	130.50	01/30/2019
Total 5400:					130.50	130.50	
5460	XEROX CORPORATION	095762046	COPIES	01/19/2019	131.37	131.37	02/08/2019
5460	XEROX CORPORATION	095939139	COPIES	02/01/2019	85.91	85.91	02/08/2019
5460	XEROX CORPORATION	095939139	COPIES	02/01/2019	85.91	85.91	02/08/2019
5460	XEROX CORPORATION	095939139	COPIES	02/01/2019	85.91	85.91	02/08/2019
5460	XEROX CORPORATION	095939139	COPIES	02/01/2019	85.91	85.91	02/08/2019
5460	XEROX CORPORATION	095939139	COPIES	02/01/2019	85.92	85.92	02/08/2019
Total 5460:					560.93	560.93	
6590	LIFE-ASSIST INC	898008	EMS SUPPLIES	01/22/2019	617.79	617.79	02/08/2019
Total 6590:					617.79	617.79	
6780	UNITED SERVICES AND SALES	12249	bumper stop kit	01/25/2019	1,142.33	1,142.33	02/08/2019
Total 6780:					1,142.33	1,142.33	
7230	THE STANDARD	FEBRUARY20	00 152813 0001	01/21/2019	256.30	256.30	01/30/2019
Total 7230:					256.30	256.30	
7430	VERIZON WIRELESS	9822350942	29631147	01/15/2019	32.60	32.60	01/30/2019
7430	VERIZON WIRELESS	9822350942	29633506	01/15/2019	30.00	30.00	01/30/2019
7430	VERIZON WIRELESS	9822350942	2937084	01/15/2019	32.60	32.60	01/30/2019
7430	VERIZON WIRELESS	9822350942	2960109	01/15/2019	32.64	32.64	01/30/2019
7430	VERIZON WIRELESS	9822350942	2960122	01/15/2019	52.59	52.59	01/30/2019
7430	VERIZON WIRELESS	9822350942	2960567	01/15/2019	32.59	32.59	01/30/2019
Total 7430:					213.02	213.02	
8140	HINTON BURDICK PLLC	197092	DECEMBER	12/31/2018	812.50	812.50	02/08/2019
8140	HINTON BURDICK PLLC	197092	DECEMBER	12/31/2018	812.50	812.50	02/08/2019
8140	HINTON BURDICK PLLC	197092	DECEMBER	12/31/2018	812.50	812.50	02/08/2019
8140	HINTON BURDICK PLLC	197092	DECEMBER	12/31/2018	812.50	812.50	02/08/2019
Total 8140:					3,250.00	3,250.00	
8700	THOMAS PETROLEUM LLC	2113448-IN	LIQUID PROPANE	01/22/2019	1,283.15	1,283.15	01/30/2019
Total 8700:					1,283.15	1,283.15	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
8710	VAL KOTTER & SONS INC	CT-4332	CLEANING, 12TH STREET B AV	12/04/2018	13,540.00	13,540.00	02/08/2019
Total 8710:					13,540.00	13,540.00	
8940	DRUG & ALCOHOL TESTING	0119-121	N.WILLIAMS, S. CHRISTENSEN,	01/16/2019	50.00	50.00	01/30/2019
8940	DRUG & ALCOHOL TESTING	0119-121	TESTING	01/16/2019	50.00	50.00	01/30/2019
8940	DRUG & ALCOHOL TESTING	0119-121	TESTING	01/16/2019	50.00	50.00	01/30/2019
8940	DRUG & ALCOHOL TESTING	0119-121	TESTING	01/16/2019	25.00	25.00	01/30/2019
8940	DRUG & ALCOHOL TESTING	0119-121	TESTING	01/16/2019	25.00	25.00	01/30/2019
Total 8940:					200.00	200.00	
9415	DAVIES LINDA	75	SHIRTS-R.RIVERA	01/24/2019	20.00	20.00	01/30/2019
Total 9415:					20.00	20.00	
9660	MAR/CAL	MC8177-13	BINDERS	01/29/2019	174.00	174.00	02/08/2019
Total 9660:					174.00	174.00	
10050	SPORTSWORLD	514044	REDWING 8"-R.MERRITT	10/18/2018	186.29	186.29	01/30/2019
10050	SPORTSWORLD	514101	CARHART 8"-M. STURGEN	11/14/2018	154.79	154.79	01/30/2019
10050	SPORTSWORLD	514241	FEDEX	02/05/2019	14.48	14.48	02/08/2019
Total 10050:					355.56	355.56	
10150	CEDAR GROVE PET	78965	DOG FOOD	01/29/2019	21.99	21.99	02/08/2019
Total 10150:					21.99	21.99	
10490	AT&T GLOBAL SERVICES	1269420037	GLOBAL	01/01/2019	13.13	13.13	02/08/2019
Total 10490:					13.13	13.13	
10874	BEST LIFE AND HEALTH INSUR	3473630	INSURANCE	01/01/2019	2,265.26	2,265.26	01/30/2019
Total 10874:					2,265.26	2,265.26	
10980	INTERWEST SUPPLY COMPAN	IN0074522	SNOW BLADE	01/28/2019	968.85	968.85	02/08/2019
Total 10980:					968.85	968.85	
11240	AT&T U-VERSE	FEB2019	INTERNET	01/31/2019	21.66	21.66	02/08/2019
11240	AT&T U-VERSE	FEB2019	INTERNET	01/31/2019	21.66	21.66	02/08/2019
11240	AT&T U-VERSE	FEB2019	INTERNET	01/31/2019	21.66	21.66	02/08/2019
11240	AT&T U-VERSE	FEB2019	INTERNET	01/31/2019	21.67	21.67	02/08/2019
11240	AT&T U-VERSE	JAN2019	INTERNET	01/14/2019	17.79	17.79	02/08/2019
11240	AT&T U-VERSE	JAN2019	INTERNET	01/14/2019	17.79	17.79	02/08/2019
11240	AT&T U-VERSE	JAN2019	INTERNET	01/14/2019	17.79	17.79	02/08/2019
11240	AT&T U-VERSE	JAN2019	INTERNET	01/14/2019	17.80	17.80	02/08/2019
11240	AT&T U-VERSE	JANUARY2019	INTERNET	01/12/2019	24.14	24.14	02/08/2019
11240	AT&T U-VERSE	JANUARY2019	INTERNET	01/12/2019	24.14	24.14	02/08/2019
11240	AT&T U-VERSE	JANUARY2019	INTERNET	01/12/2019	24.14	24.14	02/08/2019
11240	AT&T U-VERSE	JANUARY2019	INTERNET	01/12/2019	24.15	24.15	02/08/2019
Total 11240:					254.39	254.39	
11420	PRENGEL, LINNEA	27616	POSTAGE	01/17/2019	45.45	45.45	01/30/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 11420:					45.45	45.45	
11801	PRAXAIR DISTRIBUTION	1232919	ACETYLENE, DISSOLVED	01/06/2019	128.67	128.67	01/30/2019
11801	PRAXAIR DISTRIBUTION	87226427	72639310	01/21/2019	25.30	25.30	02/08/2019
11801	PRAXAIR DISTRIBUTION	87383224	72639310	01/29/2019	142.21	142.21	02/08/2019
Total 11801:					296.18	296.18	
12842	J W ELECTRIC	3072	TROUBLE SHOOT MOTORO CI	01/08/2019	70.00	70.00	01/30/2019
12842	J W ELECTRIC	3091	REWIRED SIGNAL	01/11/2019	105.00	105.00	01/30/2019
12842	J W ELECTRIC	3154	REPLACED BALLAST IN LIGHTS	02/01/2019	70.00	70.00	02/08/2019
Total 12842:					245.00	245.00	
11471	RELX INC DBA LEXISNEXIS	3091845235	ACCT 322368XJP	01/31/2019	120.00	120.00	02/08/2019
Total 114712:					120.00	120.00	
14170	WASHINGTON NATIONAL INSU	P1869141	EMPLOYEE CONTRIBUTED INS	01/01/2019	369.10	369.10	02/08/2019
14170	WASHINGTON NATIONAL INSU	P1878237	EMPLOYEE CONTRIBUTED INS	02/01/2019	296.00	296.00	02/08/2019
Total 141701:					665.10	665.10	
14171	HANKINS ALICIA	2018-OC-544	TRANSCRIPTION SERVICE	01/30/2019	109.75	109.75	02/08/2019
Total 141711:					109.75	109.75	
14176	SOUTH FORK HARDWARE-ELY	32004	TARP	01/17/2019	27.99	27.99	02/08/2019
14176	SOUTH FORK HARDWARE-ELY	32200	LEVEL	01/25/2019	9.99	9.99	02/08/2019
14176	SOUTH FORK HARDWARE-ELY	32210	PH PAN MACH	01/25/2019	4.89	4.89	02/08/2019
14176	SOUTH FORK HARDWARE-ELY	32304	BATTERY AA	01/30/2019	5.99	5.99	02/08/2019
14176	SOUTH FORK HARDWARE-ELY	32317	BUCKET/MULTI CRIMPSTRP/WI	01/31/2019	15.66	15.66	02/08/2019
Total 141761:					64.52	64.52	
14199	KEDDINGTON & CHRISTENSEN	3242	SECOND INTERIM	01/04/2019	1,845.00	1,845.00	02/08/2019
14199	KEDDINGTON & CHRISTENSEN	3242	SECOND INTERMIN	01/04/2019	1,845.00	1,845.00	02/08/2019
14199	KEDDINGTON & CHRISTENSEN	3242	SECOND INTERIM	01/04/2019	1,845.00	1,845.00	02/08/2019
14199	KEDDINGTON & CHRISTENSEN	3242	SECOND INTERIM	01/04/2019	1,845.00	1,845.00	02/08/2019
Total 141991:					7,380.00	7,380.00	
14266	AFLAC	239746	INSURANCE	01/26/2019	800.28	800.28	02/08/2019
Total 142661:					800.28	800.28	
14269	Hunt & Sons, Inc.	983198	Fuel	01/15/2019	8.00	8.00	01/30/2019
14269	Hunt & Sons, Inc.	983198	Fuel	01/15/2019	32.23	32.23	01/30/2019
14269	Hunt & Sons, Inc.	983198	Fuel	01/15/2019	575.13	575.13	01/30/2019
14269	Hunt & Sons, Inc.	983198	Fuel	01/15/2019	66.67	66.67	01/30/2019
14269	Hunt & Sons, Inc.	983198	Fuel	01/15/2019	114.53	114.53	01/30/2019
14269	Hunt & Sons, Inc.	983198	FUEL	01/15/2019	55.43	55.43	01/30/2019
14269	Hunt & Sons, Inc.	983198	Fuel	01/15/2019	137.75	137.75	01/30/2019
14269	Hunt & Sons, Inc.	983198	Fuel	01/15/2019	74.33	74.33	01/30/2019
14269	Hunt & Sons, Inc.	983198	Fuel	01/15/2019	77.51	77.51	01/30/2019
14269	Hunt & Sons, Inc.	983198	Fuel	01/15/2019	82.35	82.35	01/30/2019
14269	Hunt & Sons, Inc.	983198	Fuel	01/15/2019	935.39	935.39	01/30/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
14269	Hunt & Sons, Inc.	983198	Fuel	01/15/2019	74.72	74.72	01/30/2019
14269	Hunt & Sons, Inc.	983198	Fuel	01/15/2019	85.36	85.36	01/30/2019
14269	Hunt & Sons, Inc.	992747	Fuel	01/31/2019	8.00	8.00	02/08/2019
14269	Hunt & Sons, Inc.	992747	Fuel	01/31/2019	39.01	39.01	02/08/2019
14269	Hunt & Sons, Inc.	992747	Fuel	01/31/2019	55.03	55.03	02/08/2019
14269	Hunt & Sons, Inc.	992747	Fuel	01/31/2019	414.24	414.24	02/08/2019
14269	Hunt & Sons, Inc.	992747	Fuel	01/31/2019	82.60	82.60	02/08/2019
14269	Hunt & Sons, Inc.	992747	Fuel	01/31/2019	134.51	134.51	02/08/2019
14269	Hunt & Sons, Inc.	992747	Fuel	01/31/2019	160.65	160.65	02/08/2019
14269	Hunt & Sons, Inc.	992747	Fuel	01/31/2019	29.93	29.93	02/08/2019
14269	Hunt & Sons, Inc.	992747	Fuel	01/31/2019	444.17	444.17	02/08/2019
14269	Hunt & Sons, Inc.	992747	Fuel	01/31/2019	55.60	55.60	02/08/2019
Total 142691:					3,743.14	3,743.14	
14270	Let's Print	207	DOG LICENSE BOOKS	01/31/2019	280.00	280.00	02/08/2019
Total 142701:					280.00	280.00	
14286	WestNet	001808485	Internet Service	01/02/2019	69.00	69.00	01/30/2019
Total 142861:					69.00	69.00	
14314	CIGNA HEALTHCARE	JANUARY 201	CIGNA GROUP 00624162	01/30/2019	2,297.56	2,297.56	02/08/2019
Total 143141:					2,297.56	2,297.56	
14327	INTERMEDIX	INVADP12833	COLLECTIONS	12/31/2018	952.50	952.50	01/30/2019
Total 143271:					952.50	952.50	
14338	STEVE DOBRESCU	011619	OVER PAYMENT LANDFILL	01/16/2019	147.00	147.00	01/30/2019
Total 143381:					147.00	147.00	
14339	DEPUTY A. OVERSON	012419	CASE 2018-TR-473	01/24/2019	25.00	25.00	02/08/2019
Total 143391:					25.00	25.00	
14340	IRON LOT, LLC	190124-1	PANELS	01/24/2019	10,000.00	10,000.00	02/08/2019
14340	IRON LOT, LLC	190124-1	PANELS	01/24/2019	7,626.00	7,626.00	02/08/2019
Total 143401:					17,626.00	17,626.00	
14341	CHRIS WILSON	REIMBURSEM	REIMBURSEMENT-RENTAL AG	01/29/2019	2,200.00	2,200.00	02/08/2019
Total 143411:					2,200.00	2,200.00	
14342	DEREK C. PEACOCK	020619	REIBURSEMENT FOR IMMUNIC	02/06/2019	30.00	30.00	02/08/2019
Total 143421:					30.00	30.00	
Grand Totals:					284,299.55	284,299.55	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
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Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Clerk: _____

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.



CITY OF ELY

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

ELY CITY COUNCIL REGULAR MEETING

PLEASE NOTE: THE COUNCIL MEMBERS MAY ADDRESS AGENDA ITEMS OUT OF SEQUENCE, COMBINE TWO OR MORE AGENDA ITEMS FOR CONSIDERATION, REMOVE AN ITEM OR DELAY DISCUSSION AT ANY TIME TO ACCOMMODATE PERSONS APPEARING BEFORE THE COUNCIL OR TO AID IN THE EFFICIENCY AND EFFECTIVENESS OF THE MEETINGS.

February 14, 2019 5:00 p.m. – Ely Volunteer Fire Hall - 499 Mill Street-Ely, Nevada.

1. OPENING ACTIVITIES:

MEETING CALLED TO ORDER
PLEDGE OF ALLEGIANCE
INVOCATION
ROLL CALL

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

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

4. CITY DEPARTMENT REPORTS

- [FIRE CHIEF](#)
- POLICE CHIEF
- MUNICIPAL COURT JUDGE
- DEPUTY CITY CLERK
 - ❖ [Election 2019](#)
 - ❖ [New Business January 2019](#)
- CITY ATTORNEY
 - ❖ [Animal Control January 2019 Report](#)
 - ❖ [Liens Report](#)
- [CITY PARKS/CEMETERY/RECYCLING LEADMAN](#)
 - ❖ [Water/Sewer January 2019 Report](#)
 - ❖ [WWTP January 2019 Report](#)
 - ❖ [Landfill January 2019 Report](#)
 - ❖ [Street Dept. January 2019 Report](#)
- [CITY ENGINEER](#)
- [CITY BUILDING OFFICIAL](#)

5. NNRY FOUNDATION REPORT

6. REPORTS

**CITY COUNCIL
MAYOR**

7. THE CITY COUNCIL WILL RECESS THE REGULAR CITY COUNCIL MEETING FOR A PUBLIC HEARING AT 5:30 P.M. ON THE FOLLOWING TOPICS.

1. Council Members – City Engineer Almberg – City Street Leadman Russell Merritt – Public Hearing – [Discussion Only](#) – Pursuant to NRS 365.550 (8) (a) and (b), Approval of Certification of Roads within the City of Ely.
2. Commission Members – City Building Official Christiansen – [Discussion Only](#) – Approval of Second Reading of Ordinance 708, Bill No. 2019-01, An Ordinance amending Title 12, Chapter 5 regulating zoning of mobile home districts within the City of Ely.

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

1. Council Members – City Engineer Almberg – City Street Leadman Russell Merritt – Public Hearing – [Discussion/For Possible Action](#) – Pursuant to NRS 365.550 (8) (a) and (b), Approval of Certification of Roads within the City of Ely.
2. Commission Members – City Building Official Christiansen – [Discussion/ For Possible Action](#) – Approval of Second Reading of Ordinance 708, Bill No. 2019-01, An Ordinance amending Title 12, Chapter 5 regulating zoning of mobile home districts within the City of Ely.

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

1. Board Members – Councilwoman Gardner – Discussion/For Possible Action – Approval to allow Animal Control Officer to obtain bids for a cover – materials only - over the open air kennels, to be presented to the Animal Control Advisory Board March 13, 2019 for recommendation and selection by the Ely City Council March 14, 2019.
2. Board Members – City Animal Control Officer Hayes – Discussion/For Possible Action – Approval for the City of Ely Animal Control facility to participate in Maddie's Pet Adoption Days, a two day adoption event for Nevada-based animal groups, June 14-15, 2019; all adoption fees must be waived and \$300.00 will be given to City of Ely Animal Control for every adoption of a dog/cat, to offset adoption costs and other Animal Control needs.
3. Chairwoman Roberts-McMurray – Discussion/For Possible Action – Approval of Trap/Neuter/Release program for the City of Ely Animal Control.

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

1. Board Members – City Waste Water Treatment Plant Leadman Ashby – [Discussion/For Possible Action](#) – Approval to send purchase order for approximately \$6,720.00 to *Andritz Separation, Inc.* for Centrifuge control system troubleshooting, to be expensed from Treatment Plant Maintenance & Repairs Account 52-76-500.
2. Board Members – City Landfill Leadman Lawrence – [Discussion/For Possible Action](#) – Approval to re-appropriate \$15,000.00 from Landfill Capital Improvement Projects Account 54-75-600 to Landfill Capital Outlay Account 54-70-600 in order to purchase a 826G Compactor, in the amount of \$235,000.00 + shipping.
3. Board Members – City Landfill Leadman Lawrence – [Discussion/For Possible Action](#) – Approval to re-appropriate \$35,000.00 from Landfill Services & Supplies Account 54-70-300 to Landfill Maintenance & Repairs Account 54-70-450.
4. Board Members – City Attorney Odgers – [Discussion/For Possible Action](#) – Approval to begin the Request for Proposal process for engineering services beginning in Fiscal Year 2020 OR recommendation of approval for the city attorney and one member of the City Council to negotiate a renewal contract with *Basin Engineering Corporation*.
5. Board Members – Councilman Carson – [Discussion/For Possible Action](#) – Approval of Municipal Utilities Board's recommendations for the content of the Ely Municipal Water Department Water Conservation Plan, which must be prepared and submitted pursuant to NRS 540.121-540.151.

11. 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 11A-1 Minutes and 11A-2 Bills.

Moved by: _____ Second by: _____ Vote: _____

1. Discussion/For Possible Action –Minutes.
 - [January 10, 2019](#)
2. Discussion/For Possible Action –Bills.
 - February 8, 2019

B. NEW BUSINESS

1. Councilman Carson – [Discussion/For Possible Action](#) – Approval of Memorandum of Understanding between the City of Ely and Operating Engineers Local 3, the recognized exclusive bargaining agent for the City Fire Department Bargaining Unit, regarding a 1.5% increase in wages less 1% for the PERS increase due to a 2% overall increase in PERS; Fire employees are responsible for 1% of the PERS increase, resulting in a net increase of .5% to the employees.

2. Councilman Hanson – [Discussion/For Possible Action](#) – Approval of Memorandum of Understanding between the City of Ely and Operating Engineers Local 3, the recognized exclusive bargaining agent for the City Main Bargaining Unit, regarding a 1.25% increase in wages, less a .625% for the PERS increase due to 1.25% overall increase in PERS; regular employees are responsible for .625% of the PERS increase, resulting in a net increase of .5% to the employees.
3. Mayor Van Camp – Discussion/For Possible Action – Per City policy, absorbing the unrepresented employees’ portion of the increase in PERS contributions of .625% for all non-bargaining unit employees and elected officials who do not qualify for Police/Fire Contributions and absorbing the 1.0% increase in PERS contributions for the Fire Chief.
4. Council Members – City Fire Chief Rivera – [Discussion/For Possible Action](#) – Approval of agreement between *ESO Solutions, Inc.* and the City of Ely Fire Department for a subscription to Saas Software for the provision of Fire and EMS Services.
5. Councilman Hanson – [Discussion/For Possible Action](#) – Approval of First Reading of Ordinance 719, Bill No. 2019-02, An Ordinance amending Title 1, Chapter 6 adding a new section identified as 1-6-6 titled Requirement to be a Resident of White Pine County within six (6) calendar months of being hired as an employee of the City and excluding the requirement for current employees.
6. Mayor Van Camp – Discussion/For Possible Action – Approval of support letter from Ely City Council for the City’s BLM Green Up grant application.
7. Mayor Van Camp – Discussion/For Possible Action – Approval to place Deputy City Clerk Jennifer Lee on the signature cards for the City’s accounts at *First National Bank of Ely*.
8. Council Members – Deputy City Clerk Lee – [Discussion/For Possible Action](#) – Pursuant to NRS 350.089, acknowledgement of Nevada Department of Taxation written approval of City of Ely’s \$150,000.00 inter-fund loan from Landfill Fund to City Attorney Services and Supplies.

12. 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”.

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


* Open session – Action/Discussion – Personnel**

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

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at <http://www.ascr.usda.gov/complaintfilingcust.html> and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; Fax: (202) 690-7442; or Email: program.intake@usda.gov.

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

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

 _____

Ely City Council ATTENDANCE LIST

DATE: 2-14-19

Print name below

Print name below

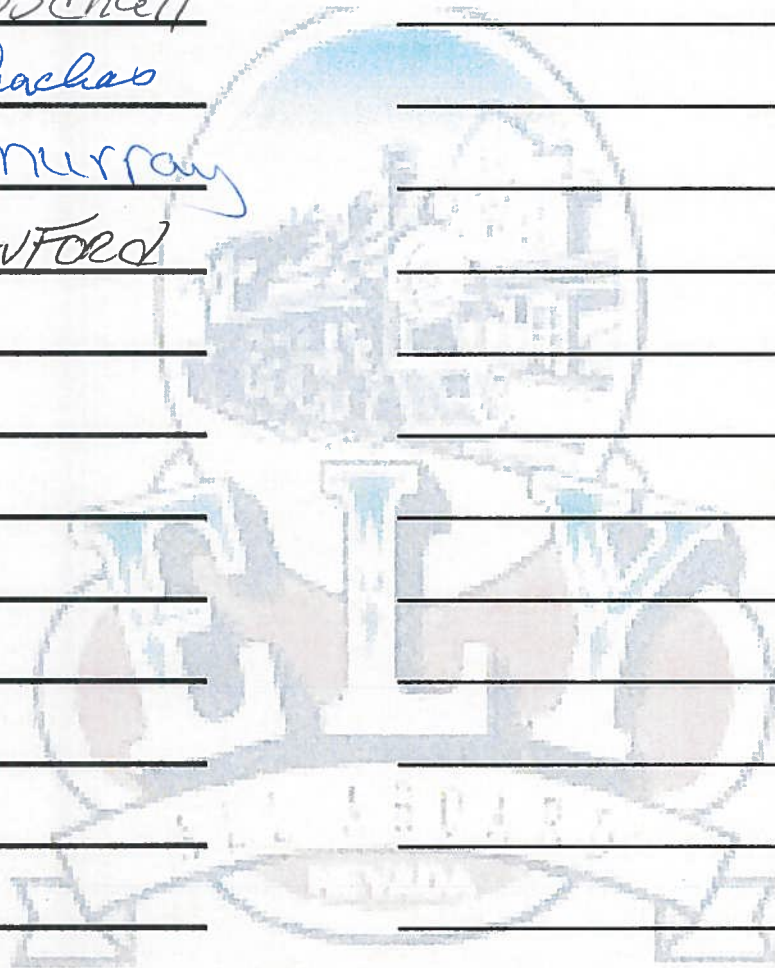
Debra Jinder

Geril Wepschall

George Chachas

Kay McMurray

Bill Sanford



February 14, 2019

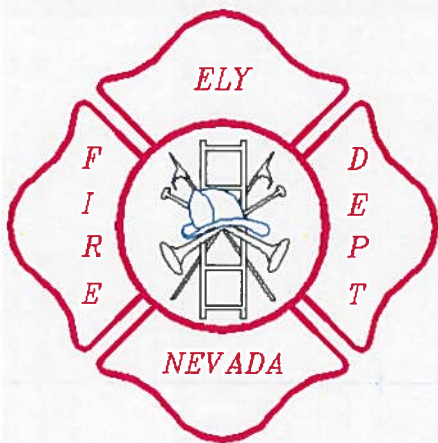
Mayor, City Council Members,

On your agenda for February 14, 2019 City Council Meeting Item 10 #4 on Engineering Services you need to advertise it this year. Basin Engineering has been the Contracted Engineering Services since the beginning of 2013.

With this being an election year it is wrong to encumber a new mayor and city council with engineering services that they are not able to choose. This happened in 2016 when the mayor and council voted to extend Basin's contract in approximately April of 2016 for 3 years. This took away the council's right to vote in their choice for City Engineer. Don't do this again. You are going to have a new mayor that should be able to pick their choice with the approval of the City Council. Do what's right and wait until the new mayor and council is on board and let them decide. Also City Ordinance 1-6 Article F City Engineer it states that your City Engineer will be an appointed official not a contract employee. You need to change your ordinance to allow you to have a contract engineer if you still want to go that way, but wait until June and let the new mayor and council make that decision. A contract engineer costs you a lot more than an in house appointed engineer does.

THANK YOU,

RICK STORK



City of Ely Fire Department

1780 Great Basin Blvd.
Ely Nv. 89301

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

February 6, 2019

To: Melody Van Camp, Mayor
Ely City Council

Fire Department Call Report: January 17th thru February 6th, 2019

16	Medical Transports
4	Non-Transports
9	Jail Check
1	Standby (Alarm Response)
2	Smoke Detector Alarm and 1 Report of Smoke
1	Motor Vehicle Accident
1	Hazmat Fuel Spill Private Property
34	Total Calls (Reports 19-015 thru 19-048)

Ross Rivera
Ross Rivera
Fire Chief
Ely Fire Department

Ely Fire Dept
Department Journal

01/17/2019 to 02/06/2019
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 Jan 17, 2019				
15:13	FIRE	19-0000015-000	Chemical spill or leak	6.30
Station 1		Unit E1	1701 S Great Basin Blvd HWY	
Staff			Hours Code	Unit

18-5426		GOLLA, Bodie	0.90 OD	
13-3043		HILTON, Burton	0.90 PV	
02-9804		KAAMASEE, Chris	0.90 PV	
02-1764		NORTH, Brett	0.90 OD	
10-7774		O'DONNEL, Marian	0.90 RS	
02-4825		RIVERA, Ross	0.90 OD	
02-1205		STEINER, David	0.90 OD	
Total Staff:		7		
Code		Hours	Count	

OD		3.60	4	
PV		1.80	2	
RS		0.90	1	
Total of All Codes:			7	

18:10	FIRE	19-0000016-000	EMS call, excluding vehicle accident with	2.52
Station 1		Unit R3	484 W Ely Aultman ST	
Staff			Hours Code	Unit

18-5426		GOLLA, Bodie	0.42 OD	
13-3043		HILTON, Burton	0.42 PV	
02-9804		KAAMASEE, Chris	0.42 PV	
17-9500		KAAMASEE, Steph	0.42 PV	
02-1764		NORTH, Brett	0.42 OD	
17-8055		STARK, Jacob	0.42 PV	
Total Staff:		6		
Code		Hours	Count	

OD		0.84	2	
PV		1.68	4	
Total of All Codes:			6	

Ely Fire Dept
Department Journal

01/17/2019 to 02/06/2019

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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Thu Jan 17, 2019

18:59	FIRE	19-0000017-000	Jail Check @ WPSO Public Safety Bldg	0.30
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Station 1

1785 S Great Basin Blvd HWY

Staff	Hours	Code	Unit
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10-2375	BATH, April	0.10	OD
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18-5426	GOLLA, Bodie	0.10	OD
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17-9500	KAAMASEE, Steph	0.10	OD
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Total Staff: 3

Code	Hours	Count
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OD	0.30	3
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Total of All Codes: 3

Fri Jan 18, 2019

15:49	FIRE	19-0000018-000	EMS call, excluding vehicle accident with	3.15
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Station 1

Unit R3

1800 Avenue F AVE

Staff	Hours	Code	Unit
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18-6475	BRAZELL, Cameron	0.63	MX PV
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17-9500	KAAMASEE, Steph	0.63	RA R3
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02-1764	NORTH, Brett	0.63	RS PV
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02-4825	RIVERA, Ross	0.63	RS PV
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02-4684	STORK, Pat	0.63	OD R3
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Total Staff: 5

Code	Hours	Count
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MX	0.63	1
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OD	0.63	1
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RA	0.63	1
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RS	1.26	2
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Total of All Codes: 5

17:49	FIRE	19-0000019-000	EMS call, excluding vehicle accident with	4.41
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Station 1

Unit R3

1800 Avenue G AVE

Staff	Hours	Code	Unit
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Ely Fire Dept
Department Journal

01/17/2019 to 02/06/2019

07:00 to 23:00

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

Time	Type	Record Id	Description/Location	Staff Hrs
Fri Jan 18, 2019				
18-6475		BRAZELL, Cameron	0.63 MX PV	
17-9500		KAAMASEE, Steph	0.63 RA R3	
02-1764		NORTH, Brett	0.63 RS PV	
02-4825		RIVERA, Ross	0.63 MX PV	
02-1205		STEINER, David	0.63 RA R3	
17-3212		STEINER, Jeannie C	0.63 MX PV	
02-4684		STORK, Pat	0.63 OD R3	
Total Staff:		7		

Code	Hours	Count

MX	1.89	3
OD	0.63	1
RA	1.26	2
RS	0.63	1
Total of All Codes:		7

Sat Jan 19, 2019

11:00 TRAIN HIPAA Training 34.00

Station 1 Ely Fire Department

Staff	Hours	Code

02-0157 ALWORTH, Jim	2.00	1.01.08
10-4247 ASHER, Joy	2.00	1.01.08
18-6475 BRAZELL, Cameron	2.00	1.01.08
02-5977 DOTY, Steve	2.00	1.01.08
17-9500 KAAMASEE, Steph	2.00	1.01.08
11-6982 MANGUM-MCARDLE, Misty	2.00	1.01.08
18-2489 MICHAELS, Shadrack	2.00	1.01.08
02-1764 NORTH, Brett	2.00	1.01.08
18-1043 NORTON, CHARLES	2.00	1.01.08
10-7774 O'DONNELL, Marian	2.00	1.01.08
17-3610 PEACOCK, Derek	2.00	1.01.08
02-4825 RIVERA, Ross	2.00	1.01.08
17-8055 STARK, Jacob	2.00	1.01.08
02-1205 STEINER, David	2.00	1.01.08
17-3212 STEINER, Jeannie C	2.00	1.01.08
02-4684 STORK, Pat	2.00	1.01.08

Ely Fire Dept

Department Journal

01/17/2019 to 02/06/2019

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
Sat Jan 19, 2019				
17-0899		SUMRALL, Caleb		2.00 1.01.08
Total Staff:		17		
<hr/>				
Code		Hours	Count	
<hr/>				
1.01.08		34.00	17	
Total of All Codes:			17	
<hr/>				
13:46	FIRE	19-0000020-000	EMS call, excluding vehicle accident with	3.50
Station 1		Unit R3	600 EY 16th ST	
Staff			Hours Code	Unit
<hr/>				
18-6475	BRAZELL, Cameron		0.70 PV	
18-5426	GOLLA, Bodie		0.70 OD	
11-6982	MANGUM-MCARDLE, Misty		0.70 OD	
18-1043	NORTON, CHARLES		0.70 PV	
02-4825	RIVERA, Ross		0.70 PV	
Total Staff:		5		
<hr/>				
Code		Hours	Count	
<hr/>				
OD		1.40	2	
PV		2.10	3	
Total of All Codes:			5	
<hr/>				
18:04	FIRE	19-0000021-000	EMS call, excluding vehicle accident with	5.28
Station 1		Unit R3	700 Avenue O AVE	
Staff			Hours Code	Unit
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18-5426	GOLLA, Bodie		0.66 OD	
02-9804	KAAMASEE, Chris		0.66 PV	
17-9500	KAAMASEE, Steph		0.66 PV	
02-8308	MANGUM, Pete		0.66 PV	
11-6982	MANGUM-MCARDLE, Misty		0.66 OD	
02-1764	NORTH, Brett		0.66 OD	
10-7774	O'DONNELL, Marian		0.66 OD	
02-4825	RIVERA, Ross		0.66 OD	
Total Staff:		8		
<hr/>				
Code		Hours	Count	

Ely Fire Dept
Department Journal

01/17/2019 to 02/06/2019

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
Sat Jan 19, 2019				
	OD		3.30 5	
	PV		1.98 3	
	Total of All Codes:		8	
Mon Jan 21, 2019				
02:00	FIRE	19-0000022-000	Jail Check @ WPSO Public Safety Bldg	0.18
Station 1		1785 Great Basin BLVD		
Staff			Hours Code	Unit

	07-2086	TILBY, Mike	0.18 OD	
	Total Staff: 1			
Code		Hours	Count	

	OD	0.18	1	
	Total of All Codes:		1	
05:45	FIRE	19-0000023-000	EMS call, excluding vehicle accident with	48.00
Station 1		Unit R3	1504 ELY AVE	
Staff			Hours Code	Unit

	17-9500	KAAMASEE, Steph	24.00 RA	
	02-4825	RIVERA, Ross	0.00 RS	
	07-2086	TILBY, Mike	24.00 OD	
	Total Staff: 3			
Code		Hours	Count	

	OD	24.00	1	
	RA	24.00	1	
	RS	0.00	1	
	Total of All Codes:		3	

Ely Fire Dept
Department Journal

01/17/2019 to 02/06/2019

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
Mon Jan 21, 2019				
09:23	FIRE	19-0000024-000	EMS call, excluding vehicle accident with	8.08
Station 1		Unit R3	762um Merry ST	
Staff		Hours Code		Unit

02-0157	ALWORTH, Jim		1.01 PV	
18-6475	BRAZELL, Cameron		1.01 PV	
13-8973	CHAMBERS, Taylor Allen		1.01 PV	
18-5426	GOLLA, Bodie		1.01 OD	
02-9804	KAAMASEE, Chris		1.01 PV	
11-6982	MANGUM-MCARDLE, Misty		1.01 RS	
02-4825	RIVERA, Ross		1.01 PV	
02-1205	STEINER, David		1.01 RS	
Total Staff:		8		
Code		Hours	Count	

OD		1.01	1	
PV		5.05	5	
RS		2.02	2	
Total of All Codes:			8	
13:45	FIRE	19-0000025-000	EMS call, excluding vehicle accident with	2.16
Station 1		Unit R3	701ue EY15th ST	
Staff		Hours Code		Unit

18-6475	BRAZELL, Cameron		0.54 PV	
18-5426	GOLLA, Bodie		0.54 OD	
11-6982	MANGUM-MCARDLE, Misty		0.54 RS	
02-1205	STEINER, David		0.54 RS	
Total Staff:		4		
Code		Hours	Count	

OD		0.54	1	
PV		0.54	1	
RS		1.08	2	
Total of All Codes:			4	

Ely Fire Dept
Department Journal

01/17/2019 to 02/06/2019

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 Jan 21, 2019

19:15	FIRE	19-0000026-000	EMS call, excluding vehicle accident with	8.91
	Station 1	Unit R3	6704 1/2th ST	

Staff	Hours	Code	Unit
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18-6475	BRAZELL, Cameron	0.81	PV
13-5604	GARCIA, Chris	0.81	PV
18-5426	GOLLA, Bodie	0.81	OD
02-9804	KAAMASEE, Chris	0.81	PV
18-5279	LAWSON, Mathew	0.81	PV
11-6982	MANGUM-MCARDLE, Misty	0.81	RS
02-1986	MCKNIGHT, Craig	0.81	RS
10-7774	O'DONNEL, Marian	0.81	PV
17-3610	PEACOCK, Derek	0.81	PV
17-8055	STARK, Jacob	0.81	PV
17-9443	STEINER, Derek	0.81	PV

Total Staff: 11

Code	Hours	Count
OD	0.81	1
PV	6.48	8
RS	1.62	2
Total of All Codes:		11

Wed Jan 23, 2019

18:00	TRAIN		EFD Protocol Training	6.00
	Station 1		Ely Fire Department	

Staff	Hours	Code
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17-9500	KAAMASEE, Steph	2.00	4.11.09
10-7774	O'DONNEL, Marian	2.00	4.11.09
16-6764	SWENSON, Matt	2.00	4.11.09

Total Staff: 3

Code	Hours	Count
4.11.09	6.00	3
Total of All Codes:		3

Ely Fire Dept
Department Journal

01/17/2019 to 02/06/2019

07:00 to 23:00

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

Time	Type	Record Id	Description/Location	Staff Hrs
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Wed Jan 23, 2019

19:44	FIRE	19-0000027-000	Jail Check @ WPSO Public Safety Bldg	0.64
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Station 1

1785 Great Basin BLVD

Staff	Hours	Code	Unit
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18-5426	GOLLA, Bodie	0.16	OD
17-9500	KAAMASEE, Steph	0.16	OD
10-7774	O'DONNEL, Marian	0.16	OD
16-6764	SWENSON, Matt	0.16	OD

Total Staff: 4

Code	Hours	Count
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OD	0.64	4
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Total of All Codes: 4

Thu Jan 24, 2019

13:49	FIRE	19-0000028-000	Jail Check @ WPSO Public Safety Bldg	0.10
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Station 1

1785 Great Basin BLVD

Staff	Hours	Code	Unit
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07-2086	TILBY, Mike	0.10	OD
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Total Staff: 1

Code	Hours	Count
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OD	0.10	1
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Total of All Codes: 1

Fri Jan 25, 2019

18:12	FIRE	19-0000029-000	EMS call, excluding vehicle accident with	0.39
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Station 1

Unit R3

6804 EY16th ST

Staff	Hours	Code	Unit
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11-6982	MANGUM-MCARDLE, Misty	0.13	RA R3
02-1764	NORTH, Brett	0.13	RS R3
02-4684	STORK, Pat	0.13	OD R3

Ely Fire Dept
Department Journal

01/17/2019 to 02/06/2019
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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Fri Jan 25, 2019

Total Staff: 3

Code	Hours	Count
OD	0.13	1
RA	0.13	1
RS	0.13	1
Total of All Codes:		3

Sat Jan 26, 2019

18:40	FIRE	19-0000030-000	Smoke detector activation, no fire -	4.20
	Station 1	Unit E1	W0301R08F0RNGT	

Units: E1, R3

Staff	Hours	Code	Unit
18-6475	0.42	PV	
02-5977	0.42	PV	
13-3043	0.42	PV	
02-9804	0.42	RE	
17-9500	0.42	RA	
11-6982	0.42	RA	
02-1986	0.42	RS	
02-1764	0.42	PV	
02-4825	0.42	PV	
07-2086	0.42	OD	
Total Staff:	10		

Code	Hours	Count
OD	0.42	1
PV	2.10	5
RA	0.84	2
RE	0.42	1
RS	0.42	1
Total of All Codes:		10

Ely Fire Dept
Department Journal

01/17/2019 to 02/06/2019

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
Sat Jan 26, 2019				
Sun Jan 27, 2019				
11:00	FIRE	19-0000031-000	EMS call, excluding vehicle accident with	0.20
Station 1		Unit R3	1901RE Aultman ST	
Staff		Hours Code		Unit

11-6982	MANGUM-MCARDLE, Misty		0.10 RA	R3
02-4684	STORK, Pat		0.10 OD	R3
Total Staff:		2		
Code		Hours	Count	

OD		0.10	1	
RA		0.10	1	
Total of All Codes:			2	

15:29	FIRE	19-0000032-000	Jail Check @ WPSO Public Safety Bldg	0.10
Station 1			1785 S Great Basin Blvd HWY	
Staff		Hours Code		Unit

02-4684	STORK, Pat		0.10 OD	
Total Staff:		1		
Code		Hours	Count	

OD		0.10	1	
Total of All Codes:			1	

19:48	FIRE	19-0000033-000	False alarm or false call, Other	13.00
Station 1		Unit E1	570 Aultman ST	
Staff		Hours Code		Unit

10-2375	BATH, April		0.65 FX	PV
18-6475	BRAZELL, Cameron		0.65 FX	PV
13-8973	CHAMBERS, Taylor Allen		0.65 FX	PV
02-5977	DOTY, Steve		0.65 FX	PV
13-3043	HILTON, Burton		0.65 FX	PV
02-9804	KAAMASEE, Chris		0.65 FX	PV
11-5220	LESTER, Mike		0.65 FX	PV

Ely Fire Dept
Department Journal

01/17/2019 to 02/06/2019

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
Sun Jan 27, 2019				
11-6982		MANGUM-MCARDLE, Misty	0.65 FX PV	
02-1986		MCKNIGHT, Craig	0.65 RS PV	
18-2489		MICHAELS, Shadrack	0.65 FX PV	
02-1764		NORTH, Brett	0.65 FX PV	
10-7774		O'DONNEL, Marian	0.65 RS PV	
17-3610		PEACOCK, Derek	0.65 FX PV	
12-7938		PEREZ, Teresa	0.65 RS PV	
02-4825		RIVERA, Ross	0.65 FX PV	
17-8813		RUESCH, Adam	0.65 FX PV	
17-8814		RUESCH, Alex	0.65 FX PV	
17-8055		STARK, Jacob	0.65 FX PV	
02-4684		STORK, Pat	0.65 OD E1	
07-2086		TILBY, Mike	0.65 RS PV	
Total Staff:		20		

Code	Hours	Count
FX	9.75	15
OD	0.65	1
RS	2.60	4
Total of All Codes:		20

Mon Jan 28, 2019

18:42	FIRE	19-0000034-000	EMS call, excluding vehicle accident with	2.58
Station 1		Unit R3	7904 Avenue M AVE	
Staff		Hours Code		Unit
18-6475		BRAZELL, Cameron	0.43 PV	
02-9804		KAAMASEE, Chris	0.43 PV	
11-6982		MANGUM-MCARDLE, Misty	0.43 RA	
10-7774		O'DONNEL, Marian	0.43 RS	
02-4825		RIVERA, Ross	0.43 PV	
07-2086		TILBY, Mike	0.43 OD	
Total Staff:		6		

Code	Hours	Count
OD	0.43	1

Ely Fire Dept
Department Journal

01/17/2019 to 02/06/2019

07:00 to 23:00

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

Time	Type	Record Id	Description/Location	Staff Hrs
Mon Jan 28, 2019				
	PV		1.29 3	
	RA		0.43 1	
	RS		0.43 1	
	Total of All Codes:		6	
Tue Jan 29, 2019				
15:33	FIRE	19-0000035-000	EMS call, excluding vehicle accident with	3.15
	Station 1	Unit R3	900 Park AVE	
	Units: R3, CC			
	Staff		Hours Code	Unit

18-6475	BRAZELL, Cameron		0.63 MX	R3
02-9804	KAAMASEE, Chris		0.63 MX	R3
11-6982	MANGUM-MCARDLE, Misty		0.63 RA	R3
02-4825	RIVERA, Ross		0.63 OD	CC
02-4684	STORK, Pat		0.63 OD	R3
Total Staff:	5			
	Code	Hours	Count	

	MX	1.26	2	
	OD	1.26	2	
	RA	0.63	1	
Total of All Codes:			5	
21:28	FIRE	19-0000036-000	EMS call, excluding vehicle accident with	4.00
	Station 1	Unit R3	154 WYHighlands DR	
	Staff		Hours Code	Unit

10-2375	BATH, April		0.80 RA	R3
18-6475	BRAZELL, Cameron		0.80 MX	PV
02-9804	KAAMASEE, Chris		0.80 MX	PV
02-1986	MCKNIGHT, Craig		0.80 RS	PV
02-4684	STORK, Pat		0.80 OD	R3
Total Staff:	5			
	Code	Hours	Count	

Ely Fire Dept
Department Journal

01/17/2019 to 02/06/2019

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 Jan 29, 2019				
	MX		1.60 2	
	OD		0.80 1	
	RA		0.80 1	
	RS		0.80 1	
	Total of All Codes:			5

22:23	FIRE	19-0000037-000	Jail Check @ WPSO Public Safety Bldg	0.54
Station 1		1785 Great Basin BLVD		
Staff			Hours Code	Unit

10-2375	BATH, April		0.27 JC	
02-4684	STORK, Pat		0.27 OD	
Total Staff:	2			
Code		Hours	Count	

JC		0.27	1	
OD		0.27	1	
Total of All Codes:			2	

Wed Jan 30, 2019

10:48	FIRE	19-0000038-000	EMS call, excluding vehicle accident with	3.60
Station 1	Unit R3	1701 R3 Great Basin BLVD		
Staff		Hours	Code	Unit

11-6982	MANGUM-MCARDLE, Misty	0.72	RA	R3
10-7774	O'DONNELL, Marian	0.72	RS	PV
02-4825	RIVERA, Ross	0.72	MX	CC
17-9443	STEINER, Derek	0.72	MX	PV
02-4684	STORK, Pat	0.72	OD	R3
Total Staff:	5			
Code		Hours	Count	

MX		1.44	2	
OD		0.72	1	
RA		0.72	1	
RS		0.72	1	
Total of All Codes:			5	

Ely Fire Dept
Department Journal

01/17/2019 to 02/06/2019

07:00 to 23:00

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

Time	Type	Record Id	Description/Location	Staff Hrs
Wed Jan 30, 2019				

Thu Jan 31, 2019

09:30	FIRE	19-0000039-000	EMS call, excluding vehicle accident with	2.53
	Station 1	Unit R3	7th ST	

Staff	Hours	Code	Unit
<hr/>			

18-6475	BRAZELL, Cameron	0.25	PV
02-9804	KAAMASEE, Chris	0.25	PV
11-6982	MANGUM-MCARDLE, Misty	0.48	RA
10-7774	O'DONNELL, Marian	0.32	RS
02-4825	RIVERA, Ross	0.25	RCC
17-8814	RUESCH, Alex	0.25	PV
17-9443	STEINER, Derek	0.25	PV
07-2086	TILBY, Mike	0.48	OD

Total Staff: 8

Code	Hours	Count
<hr/>		

OD	0.48	1
PV	1.00	4
RA	0.48	1
RCC	0.25	1
RS	0.32	1

Total of All Codes: 8

Ely Fire Dept
Department Journal

01/17/2019 to 02/06/2019

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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Thu Jan 31, 2019

18:47 FIRE 19-0000040-000 Jail Check @ WPSO Public Safety Bldg 0.15

Station 1

1785 Great Basin BLVD

Staff	Hours	Code	Unit
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07-2086	TILBY, Mike	0.15	OD
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Total Staff: 1

Code	Hours	Count
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OD	0.15	1
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Total of All Codes: 1

Sun Feb 3, 2019

07:10 FIRE 19-0000041-000 Municipal alarm system, malicious false 10.08

Station 1

Unit E1

2600 Bristlecone AVE

Staff	Hours	Code	Unit
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11-5220	LESTER, Mike	2.00	PV
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02-1764	NORTH, Brett	2.08	RS
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02-4825	RIVERA, Ross	2.00	PV
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17-8055	STARK, Jacob	2.00	PV
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07-2086	TILBY, Mike	2.00	OD
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Total Staff: 5

Code	Hours	Count
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OD	2.00	1
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PV	6.00	3
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RS	2.08	1
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Total of All Codes: 5

09:59 FIRE 19-0000042-000 EMS call, excluding vehicle accident with 3.14

Station 1

Unit R3

8084 Lyons AVE

Staff	Hours	Code	Unit
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02-0157	ALWORTH, Jim	0.35	PV
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18-6475	BRAZELL, Cameron	0.35	PV
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13-8973	CHAMBERS, Taylor Allen	0.35	PV
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Ely Fire Dept
Department Journal

01/17/2019 to 02/06/2019

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
Sun Feb 3, 2019				
18-2489		MICHAELS, Shadrack	0.35 PV	
02-1764		NORTH, Brett	0.35 RS	
07-3792		RAINEY, Donald G	0.35 PV	
17-3212		STEINER, Jeannie C	0.52 RA	
07-2086		TILBY, Mike	0.52 OD	
Total Staff:		8		
Code Hours Count				

OD		0.52	1	
PV		1.75	5	
RA		0.52	1	
RS		0.35	1	
Total of All Codes:			8	
11:07	FIRE	19-0000043-000	Jail Check @ WPSO Public Safety Bldg	0.18
Station 1			1785 1785 Great Basin BLVD	
Staff		Hours Code		Unit

07-2086		TILBY, Mike	0.18 OD	
Total Staff:		1		
Code Hours Count				

OD		0.18	1	
Total of All Codes:			1	
15:26	FIRE	19-0000044-000	Jail Check @ WPSO Public Safety Bldg	0.17
Station 1			1785 1785 Great Basin BLVD	
Staff		Hours Code		Unit

07-2086		TILBY, Mike	0.17 OD	
Total Staff:		1		
Code Hours Count				

OD		0.17	1	
Total of All Codes:			1	

Ely Fire Dept
Department Journal

01/17/2019 to 02/06/2019

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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Sun Feb 3, 2019

Mon Feb 4, 2019

12:54	FIRE	19-0000045-000	EMS call, excluding vehicle accident with	2.67
	Station 1	Unit R3	1800 Avenue H AVE	

Staff	Hours	Code	Unit
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18-5426	GOLLA, Bodie	0.89	OD
11-6982	MANGUM-MCARDLE, Misty	0.89	OD
10-7774	O'DONNEL, Marian	0.89	RS

Total Staff: 3

Code	Hours	Count
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OD	1.78	2
RS	0.89	1

Total of All Codes: 3

15:33	FIRE	19-0000046-000	EMS call, excluding vehicle accident with	6.08
	Station 1	Unit R3	1800 Nevada RD	

Staff	Hours	Code	Unit
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18-6475	BRAZELL, Cameron	0.76	PV
18-5426	GOLLA, Bodie	0.76	OD
11-6982	MANGUM-MCARDLE, Misty	0.76	RS
18-2489	MICHAELS, Shadrack	0.76	PV
02-4825	RIVERA, Ross	0.76	OD
02-1205	STEINER, David	0.76	PV
17-9443	STEINER, Derek	0.76	PV
17-3212	STEINER, Jeannie C	0.76	PV

Total Staff: 8

Code	Hours	Count
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OD	1.52	2
PV	3.80	5
RS	0.76	1

Total of All Codes: 8

Ely Fire Dept
Department Journal

01/17/2019 to 02/06/2019

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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Mon Feb 4, 2019

16:59	FIRE	19-0000047-000	Motor Vehicle Accident with no injuries	1.05
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Station 1

Unit R1

Nevada RD & CARSON ST

Staff	Hours	Code	Unit
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02-0157	ALWORTH, Jim	0.15	OD
18-6475	BRAZELL, Cameron	0.15	PV
18-5426	GOLLA, Bodie	0.15	OD
02-9804	KAAMASEE, Chris	0.15	PV
11-5220	LESTER, Mike	0.15	PV
17-8055	STARK, Jacob	0.15	PV
17-9443	STEINER, Derek	0.15	PV

Total Staff: 7

Code	Hours	Count
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OD	0.30	2
PV	0.75	5
Total of All Codes:		7

Tue Feb 5, 2019

09:38	FIRE	19-0000048-000	EMS call, excluding vehicle accident with	5.95
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Station 1

Unit R3

808 1/2 Avenue I AVE

Staff	Hours	Code	Unit
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18-6475	BRAZELL, Cameron	0.85	MX	PV
02-5977	DOTY, Steve	0.85	MX	PV
13-3043	HILTON, Burton	0.85	MX	PV
11-6982	MANGUM-MCARDLE, Misty	0.85	RA	R3
10-7774	O'DONNELL, Marian	0.85	RS	PV
02-4825	RIVERA, Ross	0.85	MX	PV
02-4684	STORK, Pat	0.85	OD	R3

Total Staff: 7

Code	Hours	Count
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MX	3.40	4
OD	0.85	1
RA	0.85	1

Ely Fire Dept
Department Journal

01/17/2019 to 02/06/2019

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 Feb 5, 2019				
	RS		0.85 1	
	Total of All Codes:			7

Total Entries: 36

Total Staff Hrs: 197.29

JenniferLee

From: codgers@elcity.com
Sent: Thursday, January 24, 2019 8:00 PM
To: 'Montie Liebsack'
Cc: 'Tony DeFelice'; 'JenniferLee'
Subject: RE: Embedded collar pound dog

Montie:

I am in receipt of your email below. Please know that the Animal Control Advisory Board is working on placing this type of information on the Animal Control Facebook page. In the meantime, I will send this to the Ely Times to see if we can get your donors acknowledged. I will also ask Jennifer to place it on the next agenda as part of my report for Animal Control.

Thank you for all that you do for the animals of White Pine County. You are a gem and we appreciate all of your work.

Charles H. Odgers, Esq.
City Attorney, City of Ely
501 Mill Street
Ely, NV 89301
Phone: (775)289-2430
Facsimile: (775) 289-1463

PLEASE NOTE THE NEW ADDRESS

CONFIDENTIALTY NOTICE: The information contained in this transmittal is confidential and also may be legally privileged as an attorney-client communication. The information is intended only for the use of the individual or entity to whom it is addressed. If you are not the addressee, or an employee or agent responsible to deliver this transmittal to its intended recipient, you are hereby notified that any review, use dissemination, distribution, disclosure, copying or taking of any action in reliance upon the contents of this transmittal is strictly prohibited. If you have received this transmittal in error, please immediately notify the sender by email, telephone or facsimile.

From: Montie Liebsack <raaven1313@yahoo.com>
Sent: Friday, January 18, 2019 7:10 PM
To: codgers@elcity.com; mayorvancamp@elcity.com; ernieflangas@gmail.com; tonysdefelice@gmail.com; mjsamhanson@sbcglobal.net; kcarson@elcity.com; igardner@elcity.com
Subject: Embedded collar pound dog

City Council Members, Mayor VanCamp & Attorney Odgers, 1/14/19
As you may or may not be aware, on the evening of January 9th, 2019 animal control received a call concerning an abandoned dog with an embedded collar that had been hanging around one of the mining camps out near the Bald Mountain Mine. Even though the dog was skittish and scared, it was able to be caught and taken to animal control by ACO Andrew Hayes. Andrew immediately cut the dog's collar off in order to relieve the pressure and allow the dog to be more comfortable.

The next day Andrew took the dog to Dr. Jenny Holt at the White Pine Veterinary Clinic to be treated for the wound and infection on its neck. After being put out under anesthesia, the wound was cleaned, treated and dressed and the dog was released that day with pain meds &

antibiotics, leaving an over-all cost of \$277.50. Thanks to the generous animal-loving public, both local and non-local, who have donated to a medical/vet/care fund that I manage to take care of pound & homeless animals in situations like this, the entire amount of this bill was paid in full out of this fund.

The reason I have written this letter is because I feel that even though many of these donors choose to remain anonymous, it is still important for the public to be recognized for what they do for animal control and the animals in need of White Pine County, and this is just one of the MANY ways that they have contributed!

I am very happy to see that Ely Animal Control has since received funding from Maddie's Pet Project to help with situations like this in the future, leaving the money in the medical/vet/care fund that I have to help the homeless animals in need that do not end up at animal control.

It should also be known that this same animal-loving public (local & non-local) are the ones who have also contributed to the fuel fund that I manage, which covers the fuel costs when myself and other drivers have transported our excess pound animals out-of-town to other no-kill shelters to prevent them from being euthanized due to no room at our local animal control facility.

Always dedicated to the animals,
Montie Lyn Liebsack

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT, made and entered into this ____ day of _____, 2019, pursuant to NRS 288.150(2)(w) by and between the City of Ely, a municipality incorporated in the County of White Pine, State of Nevada, by and through the Mayor and City Council, hereinafter referred to as “the City” and Operating Engineers, Local 3, the recognized 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, not represented by another Unit, as certified under the provisions of Nevada Revised Statutes, Chapter 288.

WITNESSETH:

WHEREAS, the City and the Union have, pursuant to Article A to the Collective Bargaining Agreement entered into by the parties effective July 1, 2018, negotiated a 1.25% increase in wages effective July 1, 2019; and

WHEREAS, pursuant to Article A to the aforementioned Collective Bargaining Agreement, the City and the Union must reduce their agreement into a Memorandum of Understanding; and

WHEREAS, the City of Ely pays both the employer and employee contributions to the Public Employees Retirement System pursuant to NRS 286; and

WHEREAS, the City was notified by the state of Nevada Public Employees Retirement System that they are increasing the contribution for regular employees by one and one quarter percent (1.25%) effective July 1, 2019 based upon actuarial calculations; and

WHEREAS, pursuant to NRS 286.421 each employee is responsible for .625% of the increase in the PERS contribution; and

WHEREAS, in order for each employee not to lose .625% of their gross wages and to provide the employees with some increase in wages, the City and the Union agree that a one and one-quarter percent (1.25%) increase in wages will result in the employees receiving a one-half percent increase in wages; and

WHEREAS, as the City already pays both the City and the Employee's portion of PERS, contributions, this will result in an overall increase in pay and benefits of one and three-quarters percent (1.75%);

NOW THEREFORE, in consideration of the aforementioned increase, the Parties agree as follows:

Exhibit A to the Collective Bargaining Agreement effective July 1, 2018 to June 30, 2020 shall reflect a one-half of one percent increase in wages. Attached hereto and incorporated by reference is the new pay scale effective July 1, 2019.

Entered into this _____ day of _____, 2019 by:

City of Ely Fire Department

**OPERATING ENGINEERS LOCAL UNION
No. 3 of the IUOE, AFL-CIO**

Jennifer Lee, Acting City Administrator

Russ Burns, Business Manager

Melody Van Camp, Mayor

Jim Sullivan, Rec.-Corres. Secretary

Marion Hansen, Mayor Pro Tem

Tim Neep, Public Employees Division

Ross Rivera, Fire Chief

Chris Conner, Business Representative

Charles H. Odgers, Esq., City Attorney

Edward Bell, Bargaining Committee

Exhibit A

EMPLOYEES	HIRE RATE	1 YEAR ANNIV	2 YEAR ANNIV	5 YEAR ANNIV	10 YEAR ANNIV
Account/Utility Clerk	\$15.50	\$16.92	\$18.29	\$19.63	\$19.83
Administration Assist. I	\$13.50	\$14.74	\$15.94	\$17.11	\$17.28
Administration Assist. II	\$15.50	\$16.92	\$18.29	\$19.63	\$19.83
Animal Control Officer	\$16.06	\$17.55	\$18.96	\$20.35	\$20.56
Assistant Sanitation	\$19.49	\$21.28	\$23.00	\$24.68	\$24.93
Assistant Sexton	\$16.20	\$17.69	\$19.13	\$20.52	\$20.73
Assistant Treatment Plant Operator	\$19.71	\$21.52	\$23.62	\$26.23	\$26.76
Court Clerk	\$13.92	\$15.13	\$16.35	\$17.55	\$17.72
Engineering Tech	\$14.80	\$16.25	\$17.57	\$18.85	\$19.03
Equipment Operator I	\$19.03	\$20.78	\$22.47	\$24.11	\$24.35
Equipment Operator II	\$19.32	\$21.09	\$22.80	\$24.47	\$24.71
Equipment Operator III	\$19.60	\$21.40	\$23.14	\$24.82	\$25.07
Landfill Gate Clerk	\$14.91	\$16.29	\$17.61	\$18.89	\$19.08
Mechanic	\$19.07	\$20.83	\$22.52	\$24.17	\$24.41
Senior Court Clerk	\$15.50	\$16.92	\$18.29	\$19.63	\$19.83
Service Worker I	\$16.06	\$17.55	\$18.96	\$20.35	\$20.56
Service Worker II	\$16.83	\$18.39	\$19.88	\$21.34	\$21.55

Landfill Lead	\$26.69
Maintenance Lead	\$26.64
Streets Lead	\$26.69
Treatment Plant Lead	\$26.30
Water/Sewer Lead	\$26.30

*This reflects the net increase to the employee of .50%, after deducting 0.625% increase in the employee's contributions to PERS.

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT, made and entered into this ____ day of _____, 2019, pursuant to NRS 288.150(2)(w) by and between the City of Ely, a municipality incorporated in the County of White Pine, State of Nevada, by and through the Mayor and City Council, hereinafter referred to as “the City” and Operating Engineers, Local 3, the recognized exclusive bargaining agent for the City Fire Department Bargaining Unit, hereinafter referred to as “the Union”.

WITNESSETH:

WHEREAS, the City and the Union have, pursuant to Article A to the Collective Bargaining Agreement entered into by the parties effective July 1, 2018, negotiated a 1.5% increase in wages effective July 1, 2019; and

WHEREAS, pursuant to Article A to the aforementioned Collective Bargaining Agreement, the City and the Union must reduce their agreement into a Memorandum of Understanding; and

WHEREAS, the City of Ely pays both the employer and employee contributions to the Public Employees Retirement System pursuant to NRS 286; and

WHEREAS, the City was notified by the state of Nevada Public Employees Retirement System that they are increasing the contribution for Police/Fire by two percent (2%) effective July 1, 2019 based upon actuarial calculations; and

WHEREAS, pursuant to NRS 286.421 each employee is responsible for one percent (1%) of the increase in the PERS contribution; and

WHEREAS, in order for each employee not to lose one percent (1%) of their gross wages and to provide the employees with some increase in wages, the City and the Union agree

that a one and one-half percent increase in wages will result in the employees receiving a one-half percent increase in wages; and

WHEREAS, as the City already pays both the City and the Employee's portion of PERS, contributions, this will result in an overall increase in pay and benefits of two and one-half percent;

NOW THEREFORE, in consideration of the aforementioned increase, the Parties agree as follows:

1. Exhibit A to this Memorandum of Understanding to the Collective Bargaining Agreement effective July 1, 2018 to June 30, 2020 shall reflect a one-half of one percent increase in wages. Attached hereto and incorporated by reference is the new pay scale effective starting July 1, 2019.

Entered into this _____ day of _____, 2019 by:

City of Ely Fire Department

**OPERATING ENGINEERS LOCAL UNION
No. 3 of the IUOE, AFL-CIO**

Jennifer Lee, Acting City Administrator

Russ Burns, Business Manager

Melody Van Camp, Mayor

Jim Sullivan, Rec.-Corres. Secretary

Marion Hansen, Mayor Pro Tem

Tim Neep, Public Employees Division

Ross Rivera, Fire Chief

Chris Conner, Business Representative

Charles H. Odgers, Esq., City Attorney

Patrick Stork, Bargaining Committee

EXHIBIT A

Effective July 1, 2019*

	Hire Rate	Year 1	Year 2	Year 5	10 years Plus
Firefighter Base Rate	\$22.11	\$23.44	\$24.84	\$26.34	\$26.60
Annualized	\$48,696.09	\$51,620.16	\$54,705.40	\$58,000.68	\$58,573.45
Bi-weekly	\$1,872.93	\$1,985.39	\$2,104.05	\$2,230.80	\$2,252.83
Firefighter with Fire Insp.	\$22.44	\$23.79	\$25.21	\$26.73	\$27.13
Fire Insp. = 2% incr. base	\$49,670.01	\$52,390.61	\$55,521.89	\$58,863.49	\$59,744.92
Bi-weekly	\$1,900.88	\$2,015.02	\$2,135.46	\$2,263.98	\$2,297.88
Firefighter with both					\$27.67
Both AEMT & Inspector					\$60,929.34
Bi-weekly					\$2,343.44

*This reflects the net increase to the employee of .50% increase, after deducting 1.0% increase in the employee's contribution to PERS

Criminal Statistics Reporting Caseload Worksheet

Court ID: X000000

MMMM YYYY

Criminal Caseload
(Dictionary p. 9-13)

1. Begin Pending									
a. Active									
b. Inactive									
2. New Filings									
a. Charges									
3. Reopened									
4. Reactivated									
5. Dispositions (F-44, 6-1)									

- a. Original
 - b. Reopened
6. Placed on Inactive Status
7. End Pending

[illegible]

a. Active

[illegible]

9. Age of Active Pending Caseload

[illegible]

ii. Original, 91 - 180 days

[illegible]

iii. Original, 181 - 365 days

[illegible]

iv. Original, >365 days

[illegible]

V. Reopened, 0 - 60 days

[illegible]

vi. Reopened, 61 - 180 days

[illegible]

vii. Reopened, >180 days

[illegible]

a. Original, Mean Number of Days

[illegible]

b. Original, Median Number of Days

[illegible]

c. Reopened, Mean Number of Days

[illegible]

d. Reopened, Median Num. of Days

[illegible]

11. Self-Represented Litigant

[illegible]

Nevada Trial Courts

Criminal Statistics Reporting Disposition Worksheet

Page 1 of 1

Court: Nevada Trial Courts

Court ID: X000000

Prepared by: Linnea Prengel

Date: Jan-2019
MMYY

Approved by: Judge Michael Coster
Chief Judge

Municipal Court Case Types - Misdemeanors (Dictionary p. 1-4)

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
------------------------	-------------------	----------------------------------	-----------------------------	-------------------------	-------	---------	--------------	---------------------	----------------------------------	-------------------	---------	---------

Non-Trial Dispositions

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)

							2				11	
							1					
				5			1	7			5	
								1			8	
				5			4	8			24	

Total Non-Trial Dispositions

Bench Trial

Dismissed (during trial)
Acquittal
Guilty Plea with Sentence (during trial)
Conviction

							1					
							1			1	1	
							2			1	1	

Total Bench Trial Dispositions

Jury Trials

Dismissed (during trial)
Acquittal
Guilty Plea with Sentence (during trial)
Conviction

Total Jury Trial Dispositions

GRAND TOTAL DISPOSITIONS

				5			6	8		1	25	
--	--	--	--	---	--	--	---	---	--	---	----	--

Nevada Trial Courts

Criminal Statistics Reporting Caseload Worksheet

Page 1 of 1

Court: Nevada Trial Courts

Court ID: X000000

Date: Jan-2019
MMM YYYY

Additional Criminal Caseload Statistics (p. 5)

Aggressive Driving Charges	1
Graffiti Charges	
Bench Trials	4
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	

Additional Criminal Proceedings (p. 6-9)

Extraordinary Writs	
Search Warrants Requests	
Probable Cause Findings/Hearings	
Extradition Hearings	
Coroner's Inquest Hearings	
72-Hour Hearings	1
Arraignment Hearings	13
Preliminary Hearings	
Sentencing Hearings	25
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	

Court Interpreter Statistics (p. 6)

Cases with Court Interpreters	
Spanish	3
Tagalog	
Chinese (Mandarin/Cantonese)	
American Sign Language	
Other Languages	

2019
MOTOR FUEL TAX CERTIFICATION
(2018 Data Year)

The Nevada Department of Transportation is requesting that you submit your Motor Fuel Tax mileage (which is different than your Public Road Mileage) certification by March 1, 2019. If you do not submit your certification by this date, we will be unable to provide your certified mileage to the Department of Taxation and your agency will not receive reimbursable fuel taxes.

Please submit this certification to:

Kaitlin Cortes, Roadway Systems Unit
Nevada Department of Transportation
1263 S. Stewart St, Safety Modular
Carson City, NV 89712
(775) 888-7441 Office
(775) 888-7019 Fax
kcortes@dot.nv.gov

NOTE: Your certification must include an inventory of all maintained roads to include the begin and end points of the road and the total length, per NRS 365.550, Sections 8 (a)(b). If you have submitted a geospatial database or a Shapefile in the past, please submit your CHANGES only.

MOTOR FUEL TAX MILEAGE:

I hereby certify that there are 51.37 Motor Fuel Tax centerline miles of roads
Number of miles

maintained by City of Ely as of December 31, 2018.
Name of County or City

Signature Title Date
Street Lead

Printed Name

Please submit an inventory of your roads in one of the following formats:

1. Excel Spreadsheet
2. File Geodatabase
3. Shape File

You will receive a separate request for Public Road Mileage

2019
(2018 Data Year)

CITY CERTIFICATION OF PUBLIC ROAD MILEAGE
TO NEVADA DEPARTMENT OF TRANSPORTATION

Annual Certification of city owned/maintained Public Road/Street mileage and area in square miles within the City of Ely.

I hereby certify that there are 51.32 centerline miles of city *Public Road/Streets as of December 31, 2018.

Number Of Paved Miles 35.31 Number of Unpaved Miles 16.06

I also certify that the area in square miles within the corporate limits is 7.65 and I am submitting a corporate boundary map showing these corporate limits.

Is your Road/Street inventory computerized? Yes ☒ No ☐
(i.e. geospatial format and/or Excel spreadsheet)
Your geometry **MUST** match your certified mileage.

Please submit completed certification along with Road/Street inventory (preferably in a geospatial format), no later than March 1, 2019 to:

Nevada Department of Transportation
Attn: Jodi Swirczek
Roadway Systems, Safety Modular
1263 S. Stewart St.
Carson City NV 89712
Email: jswirczek@dot.nv.gov

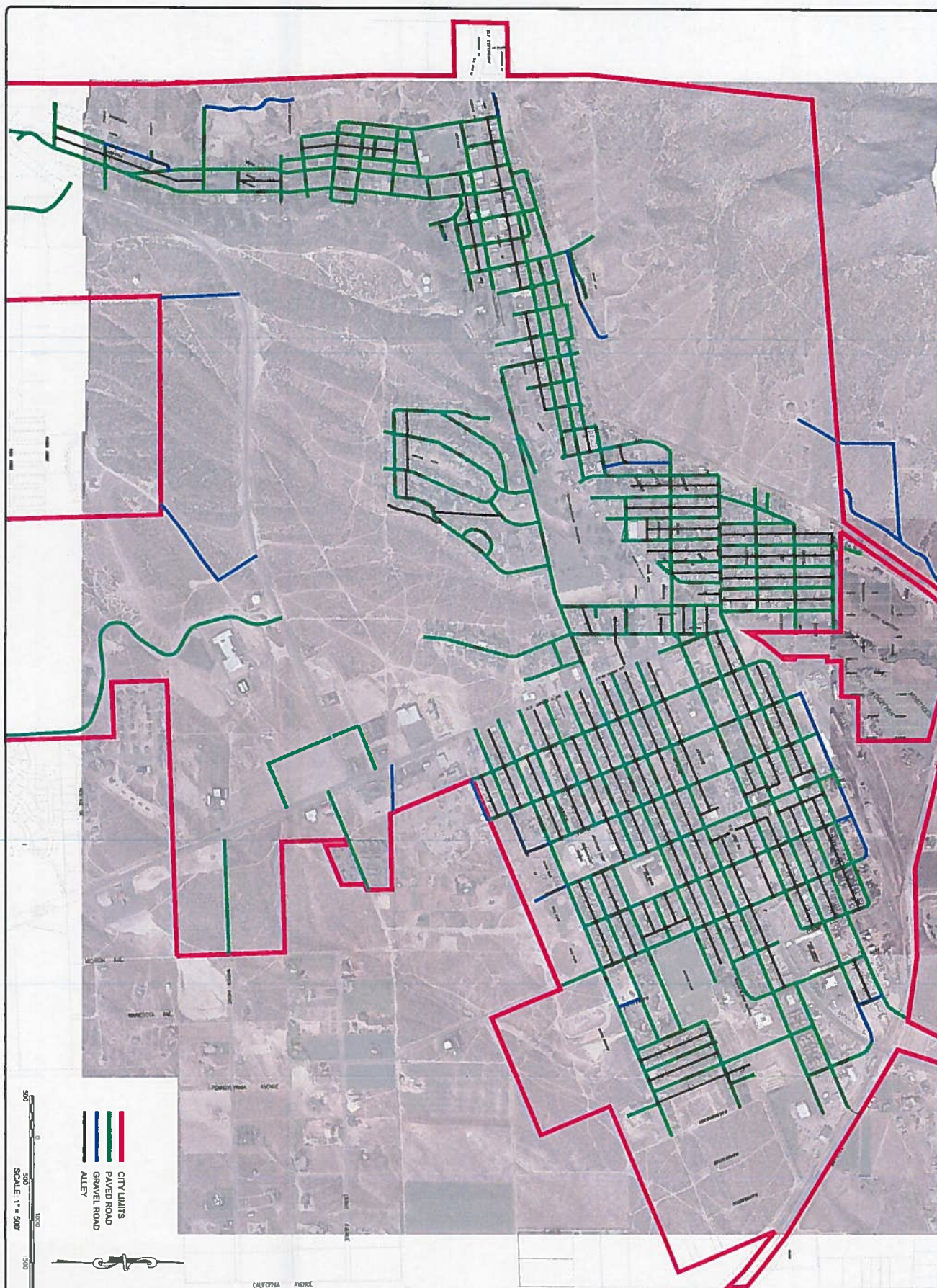
***Public road miles/mileage is defined in C.F.R Title 23 Parts 460.1 – 460.3 and U.S.C. 23 Chapter 4 section 402(c) and under the jurisdiction of the city.**

I _____ hereby certify that the above values
(Signature)
accurately reflect the roadways under the jurisdiction of this city.

Date: _____

Printed Name: Russell Merritt
Title: Street Lead

Please do not alter this form.
***You will be receiving a separate letter for Motor Fuel Tax.**



500 1000 1500 2000
SCALE 1" = 500'

CITY LIMITS
PAVED ROAD
GRAVEL ROAD
ALLEY



NDOT 2019
CITY ROAD MILES
CITY OF ELY

ELY

WHITE PINE COUNTY

NEVADA

REV.	DATE	DESCRIPTION	BY	APP'D

BBasin
Engineering
Consulting Engineers & Land Surveyors
1070 E. Adams Street, Ely, NV 89301
Phone: (775) 259-9800 Fax: (775) 259-9802

NEW BUSINESS

MONTH & YEAR

Jan-19

HOME

[illegible]

13 FEB 2:28 PM

John O'Flaherty

965 Pioche Hwy

Ely, Nevada 89301

775 289 2801

775 289 8183 (f)

oflahertyph@sbcglobal.net

Licenses: #14980, #36178, #3543 & #37277

2/13/2019

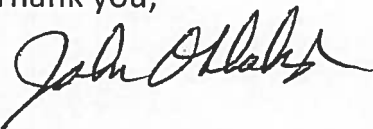
New business

Agenda Item 5

Feb. 14, 2019 Utility Board Meeting

As chairman of the Utility Board, I have had the opportunity of working with Basin Engineering. I have found the company and BJ to be very knowledgeable of the city's needs. The company has been proactive in developing and resolving its utility needs and issues. I would firmly support the renewal of engineering services from Basin Engineering.

Thank you;



John O'Flaherty

Chairman of the Utility Board

BILL NO. 2019-02
ORDINANCE NO. 719

An Ordinance amending Title 1, Chapter 6 adding a new section identified as 1-6-6 titled Requirement to be a Resident of White Pine County within six (6) calendar months of being hired as an employee of the City and excluding the requirement for current employees.

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

WHEREAS, the City of Ely is a remote municipality; and

WHEREAS, as a matter of local concern, the City needs to ensure that its employees have a bona fide residence within White Pine County, not only to support the community which pays the employee's wages and benefits, but also to provide emergency response, if necessary; and

WHEREAS, the U.S. Supreme Court has held that it is not a violation of the U.S. Constitution under the Due Process Clause or the Equal Protection Clause to require an employee to live within the jurisdiction of the municipality since that requirement is not "irrational." McCarthy v. Philadelphia Civil Service Commission, 424 US 645 (1976) (that a residency requirement for a public employee does not violate the constitutionally protected right of interstate travel); and

WHEREAS, the residency requirement for bargaining unit employees establishes a term and condition of employment and on that basis under NRS 288.150, especially as it could result in the termination of an employee hired after implementation of the residency requirement; and

WHEREAS, the purpose of this Ordinance is to establish the residency requirement and procedures for enforcement for both bargaining unit and non-bargaining unit employees.

NOW, THEREFORE, the City Council of the City of Ely DOES CREATE ELY CITY CODE TITLE 1, CHAPTER 6 SECTION 6 AS FOLLOWS:

Section 1. Ordinance Enactment.

1-6-6-1: PURPOSE:

A. The purpose of this Ordinance is to ensure that employees, including appointed employees, hired after February 13, 2019, obtain residency in White Pine County, Nevada within six (6) months of being hired by the City.

B. This requirement is not only to support the tax base which pays employees' wages and salaries, but also, due to the remoteness of the City of Ely, that employees be able to respond in emergency situations in a timely manner and that they be able to work their assigned shifts.

1-6-6-2: REQUIREMENT:

Effective February 13, 2019 and thereafter, unless repealed, amended or modified by the City, all new hire employees, including employees covered by collective bargaining agreements, shall be required to prove they have established and will maintain a bona fide residence within White Pine County for the term of their employment. The failure to obtain and maintain such residency shall be grounds for involuntary termination.

1-6-6-3: ACTUAL RESIDENCY AND DOMICILE REQUIREMENTS:

A. For purposes of this Ordinance and the requirement for affected employees to be bona fide residents, the City shall use the following terms in determining if the employee meets this requirement:

1. Actual Residency: "the place where a person is legally domiciled and maintains permanent habitation" as interpreted by Nevada courts under NRS 281.050(7) (even though employees are not "candidates" this provides the clearest definition for purposes of the intent of this Ordinance), meaning a physical presence in White Pine County.

2. Domicile: this requires an intent to permanently remain in White Pine County during the duration of employment and is not interrupted by temporary trips, vacations or interruptions in residency during the term of employment.

1-6-6-4: VERIFICATION REQUIRED:

Employees hired or appointed after February 13, 2019 are required to file with the City Clerk or designee, verification of actual residency no later than six months after they begin working for the City. Actual residency may be established by showing any of the following documents, including but not limited to, a copy of a rental/lease agreement, mortgage, utility bills (electric, water, sewer or landfill) in their name, registration to vote in White Pine County, a copy of their Nevada driver's license exhibiting an address within White Pine County, or any other manner of documentation showing the employee has a permanent residence within White Pine County and intends to remain here indefinitely.

1-6-6-5: FAILURE TO PROVIDE PROOF OF ACTUAL RESIDENCY AND LEGAL DOMICILE WITHIN WHITE PINE COUNTY AFTER SIX MONTHS OF EMPLOYMENT AND FAILURE TO MAINTAIN SUCH RESIDENCY AND LEGAL DOMICILE:

A. An affected employee required to provide bona fide proof of actual residency and legal domicile must do so prior to the expiration of his/her probationary period. The failure or refusal of an employee to provide such proof shall be grounds for involuntary termination during the probationary period. The probationary employee shall not be entitled to file a grievance for his/her involuntary termination while on probation.

B. The City retains the sole and exclusive right to require any employee hired after February 13, 2019, following completion of probation, to provide proof of actual residency and legal domicile within White Pine County. The City, in its sole discretion, may involuntarily terminate such an employee after completion of his/her probationary period, for failure to provide necessary proof of actual residency and legal domicile within White Pine County, or if the employee does not maintain an actual residence with an intent to remain indefinitely.

1. If such an employee who is terminated is covered by a collective bargaining agreement, the terms of the collective bargaining agreement shall apply to processing of grievances for the involuntary termination.

2. If such an employee is not covered by a collective bargaining agreement, the employee shall be entitled to grieve the termination as outlined in the City of Ely Personnel Manual, then in effect, under section 10, titled Disciplinary Actions and Appeals.

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

Section 3. Proposing Parties. The foregoing ordinance was proposed by City Council member Marion J. (Sam) Hanson, at the regularly scheduled meeting of the Ely City Council on February 14, 2019, read by title and referred to the City Council of the City of Ely, as a committee of the whole.

Section 4. Notice. Notice of filing of such ordinance was duly given by publication as required by law.

Section 5. Reading. It was read in full at the regular meeting on _____ and adopted by the following vote:

VOTE:	AYES:	_____
	NAYES:	_____
	ABSENT:	_____
	ABSTAIN:	_____

Approved this _____ day of _____, 2019

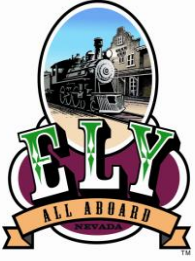
MELODY VAN CAMP, MAYOR

ATTESTED TO BY:

Approved as to form and content:

Jennifer Lee, Acting City Clerk

Charles H. Odgers, Esq., City Attorney



CITY OF ELY

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

February 7, 2019

TO: MAYOR VAN CAMP AND CITY COUNCIL MEMBERS

**FROM: MIKE CRACRAFT
PARKS, CEMETERY & RECYCLING JANUARY 2019 REPORT**

PARKS

We've been doing snow removal in playground areas and helping Road Department when they need it. There are no issues.

CEMETERY

During January we had 4 services and the Cemetery Crew did an excellent job.

RECYCLING CENTER

As of today, we have 163 bales of cardboard, 9 bales of paper, 5 bales of plastic and 11 bales of aluminum.

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**

MASTER SUBSCRIPTION AND LICENSE AGREEMENT

This Master Subscription and License Agreement (this "**Agreement**") is entered into as of 2/5/2019 by and between ESO Solutions, Inc., a Texas corporation having its principal place of business at 11500 Alterra Parkway, Suite 100 Austin, TX 78758 ("**ESO**") and City of Ely Fire Department having its principal place of business at 1780 Great Basin Blvd Ely, Nevada 89301. This Agreement consists of the General Terms & Conditions below and any Addenda (as defined below) executed by the parties, including any attachments to such Addenda.

The parties have agreed that ESO will provide Customer certain technology products and/or services and that Customer will pay ESO certain fees. Therefore, in consideration of the covenants, agreements and promises set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows.

GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS.** Capitalized terms not otherwise defined in this Agreement shall have the meanings below:

"Add-On Software" means any complementary software components or reporting service(s) that ESO makes available to customer through its Licensed Software, Interoperability Software or SaaS.

"Addendum" means a writing addressing an order of a specific set of products or services executed by authorized representatives of each party. An Addendum may be (a) a Software Schedule, (b) a Statement of Work, (c) Sales Order, or (d) another writing the parties intend to be incorporated by reference into this Agreement.

"Anonymized Data" means Customer Data from which all personally identifiable information has been removed, as well as the names and addresses of Customer and any of its Users and/or Customer's clients (and which, as a consequence, is neither PHI nor identifiable to or by Customer).

"Customer Data" means information, data and other content in electronic form that is submitted, posted, or otherwise transmitted by or on behalf of Customer through the Software.

"Deliverable" means software, report, or other work product created pursuant to a Statement of Work.

"Documentation" means user guides, operating manuals, and specifications regarding the Software.

"Feedback" refers to any suggestion or idea for improving or otherwise modifying ESO's products or services.

"Intellectual Property" means trade secrets, copyrightable subject matter, patents and patent applications, and other proprietary information, activities, and any ideas, concepts, innovations, inventions and designs.

"Interoperability Software" means SaaS that allows Customer to exchange healthcare data with others. For the avoidance of doubt, Interoperability Software does not include Add-on Software or Licensed Software.

"Licensed Software" means the executable, object code version of software that ESO provides to Customer for its use and installation on Customer's own equipment. For the avoidance of doubt, Licensed Software does not include Add-on Software, Interoperability Software or SaaS.

"New Version" means any new version of Licensed Software that ESO may from time to time introduce and market generally as a distinct licensed product, as may be indicated by Licensor's designation of a new version number, brand or product.

"Outage" means Customer is unable to access SaaS, or such access is materially delayed, impaired or disrupted, in each case as caused or controlled by ESO.

"Professional Services" means professional services provided by ESO under a Statement of Work.

"Protected Health Information" or "**PHI**" shall have the meaning set forth in HIPAA. All references herein to PHI shall be construed to include electronic PHI, or ePHI, as that term is defined by HIPAA.

"Reporting Services" means, collectively, the different tools or features in the Software allowing Customer to generate compilations of data, including but not limited to ad-hoc reports, analytics, benchmarking or any other reporting tool provided through the Software.

"SaaS" means software-as-a-service that ESO hosts (directly or indirectly) for Customer's use. For the avoidance of doubt, SaaS does not include Licensed Software, but does include Add-on Software and Interoperability Software.

"Scheduled Downtime" means periods when ESO intentionally interrupts the SaaS for the performance of system maintenance or to otherwise correct service errors.

"Software" means any ESO computer program, programming or modules specified in any Software Schedule or SOW. For the avoidance of doubt, Add-on Software, SaaS, Interoperability Software, and Licensed Software are collectively referred to as Software.

"Software Schedule" refers to an Addendum under which Customer has ordered either Add-on Software, Licensed Software, Interoperability Software or SaaS.

"Statement of Work" or "**SOW**" refers to an Addendum in which Customer has ordered Professional Services or a Deliverable from ESO.

"Support Services" means those services described in Exhibit B.

"Third-Party Data" means data not owned by ESO but which is (or access to which is) provided by ESO under a Software Schedule.

"Third-Party Service" means a service not provided by ESO but which is (or access to which is) offered by ESO in connection with its Software under a Software Schedule or Addendum.

"Third-Party Software" means software not owned by ESO but which is (or access to which is) provided by ESO under a Software Schedule or Addendum.

"Use Restrictions" means the restrictions imposed on Customer's use of Software as described in Section 3.3.

"User" means any individual who uses the Software on Customer's behalf or through Customer's account or passwords, whether authorized or not.

2. **SOFTWARE ORDERS.** During the Term, Customer may order Software from ESO by signing an appropriate Software Schedule. Customer's license to Licensed Software and its subscription to SaaS are set forth below. Each such Software Schedule is incorporated herein by reference.

3. LICENSE/SUBSCRIPTION TO SOFTWARE

- 3.1. **Grant of Subscription: SaaS.** For SaaS, during the Term Customer may access and use the SaaS and Reporting Services, in such quantities as are set forth on the applicable Software Schedule, subject to Customer's compliance with the Use Restrictions and other limitations contained in this Agreement.
- 3.2. **Grant of License: Licensed Software.** For Licensed Software, during the Term ESO hereby grants Customer a limited, non-exclusive, non-transferable, non-assignable, non-sublicensable, revocable license to copy and use the Licensed Software, in such quantities as are set forth on the applicable Software Schedule and as necessary for Customer's internal business purposes, in each case subject to Customer's compliance with the Use Restrictions and other limitations and obligations contained in this Agreement.
- 3.3. **Use Restrictions.** Except as provided in this Agreement or as otherwise authorized by ESO, Customer has no right to, and shall not: (a) decompile, reverse engineer, disassemble, print, copy or display the Software or otherwise reduce the Software to a human-perceivable form in whole or in part; (b) publish, release, rent, lease, loan, sell, distribute or transfer the Software to another person or entity; (c) reproduce the Software for the use or benefit of anyone other than Customer; (d) alter, modify or create derivative works based upon the Software either in whole or in part; or (e) use or permit the use of the Software for commercial time-sharing arrangements or providing service bureau, data processing, rental, or other services to any third party (including any affiliate not specifically listed in the applicable Software Schedule).

- 3.4. **Ownership.** The rights granted under the provisions of this Agreement do not constitute a sale of the Software. ESO retains all right, title, and interest in and to the Software, including without limitation all software used to provide the Software and all graphics, user interfaces, logos and trademarks reproduced through the Software, except to the limited extent set forth in this Agreement. This Agreement does not grant Customer any intellectual property rights in the Software or any of its components, except to the limited extent that this Agreement specifically sets forth Customer's rights to access, use, or copy the Software during the Term. Customer acknowledges that the Software and its components are protected by copyright and other laws.
- 3.5. **Third-Party Software and Services.** ESO neither accepts liability for, nor warrants the functionality, utility, availability, reliability or accuracy of, Third-Party Software or Third-Party Services. Additional terms and limitations applicable to Third-Party Software and Third-Party Services may be provided on the applicable Addendum.
- 3.6. **Third-Party Data.** If Customer (as indicated on an Addendum) elects to license Third-Party Data (e.g., fire codes), then subject to the terms hereof, ESO hereby grants Customer a non-exclusive, non-sublicensable, and non-transferable license during the Term to use such Third-Party Data via the Software solely for Customer's internal purposes. Customer will not (i) allow greater access than that set forth in the applicable Software Schedule, (ii) disclose, release, distribute, or deliver Third-Party Data, or any portion thereof, to any third party (iii) copy, modify, or create derivative works of Third-Party Data, (iv) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available Third-Party Data, (v) attempt to output in any form more than 10% of the Third-Party Data or otherwise circumvent the usage limitations included in the Software, (vi) remove any proprietary notices included within Third-Party Data or Software, or (vii) use Third-Party Data in any manner or for any purpose that infringes or otherwise violates any proprietary right of a person, or that violates applicable law. ESO does not warrant the functionality, reliability, accuracy, completeness or utility of, Third-Party Data, or accept any liability therefor. Additional terms and limitations applicable to Third-Party Data may be provided on the applicable Addendum.
- 3.7. **New Versions & Sunset.** If ESO releases a New Version of Licensed Software, Customer may elect to receive such New Version, subject to a relicense fee of 75% of the standard price for such new version. All New Versions provided under this Agreement will constitute Licensed Software and be subject to the terms and conditions of this Agreement. ESO may discontinue Support Services for Licensed Software upon 12 months' notice to Customer.
4. **HOSTING, SLA & SUPPORT SERVICES**
- 4.1. **Hosting & Management.** Customer shall be solely responsible for hosting and managing any Licensed Software. ESO shall be responsible for hosting and managing any SaaS.
- 4.2. **Service Level Agreement.** If an Outage, excluding Scheduled Downtime (as defined below), results in the service level uptime falling below 99% for three months in any rolling 12-month period (the "**Uptime Commitment**"), then Customer may immediately terminate this Agreement, in which case ESO will refund any prepaid, unearned Fees to Customer. This is Customer's sole remedy for ESO's breach of the Uptime Commitment.
- 4.3. **Scheduled Downtime.** ESO will provide reasonable notice to the Customer (Software Administrator Contact or otherwise) of Scheduled Downtime (usually at least 72 hours in advance), and will plan Scheduled Downtime to occur during non-peak hours (midnight to 6 a.m. Central Time). Scheduled Downtime shall never constitute a failure of performance or Outage by ESO.
- 4.4. **Support and Updates.** During the Term, ESO shall provide to Customer the Support Services, in accordance with Exhibit B, which is incorporated herein by reference.
5. **FEES**
- 5.1. **Fees.** In consideration of the rights granted, Customer agrees to pay ESO the fees for the Software and Professional Services as set forth in the Software Schedule(s) or SOW(s) (collectively, "**Fees**"). The Fees are non-cancelable and non-refundable, except as expressly provided herein. Customer shall pay all invoices within 30 days of receipt.
- 5.2. **Third-Party Payer.** If Customer desires to use a third-party to pay some or all of the Fees on behalf of Customer (a "**Third-Party Payer**"), then (i) each applicable Addendum will identify such arrangement, (ii) the Third-Party Payer will enter into a written agreement with ESO regarding such arrangement, (iii) Customer may replace the Third-Party Payer by written notice to ESO (provided that no such change shall be made until the then-current Term's renewal), and (iv) Customer shall remain responsible for payment if the Third-Party Payer does not pay the Fees.
- 5.3. **Uplift on Renewal.** Except in the instance of Overages (as defined below), Fees for Software, which recur annually, shall increase by 3% each year this Agreement is in effect.
- 5.4. **Taxes and Fees.** The Fees are exclusive of all taxes and credit card processing fees, if applicable. Unless and until Customer provides ESO a tax exemption certificate, Customer will be responsible for and will remit (or will promptly reimburse ESO for) all taxes of any kind, including sales, use, duty, customs, withholding, property, value-added, and other similar federal, state or local taxes (other than taxes based on ESO's income) related to this Agreement.
- 5.5. **Appropriation of Funds.** If Customer is a city, county or other government entity, Customer will have the right to terminate the Agreement at the end of the Customer's fiscal term if Customer provides evidence that its governing body did not appropriate sufficient funds for the next fiscal year. Notwithstanding the foregoing, this provision shall not excuse Customer from past payment obligations or other Fees earned and unpaid.
- 5.6. **Usage Monitoring.** Customer is solely responsible for its own adherence to volume and use limitations indicated on the applicable Software Schedule. ESO may monitor Customer's use of the Software, and if Customer's usage exceeds the level for which Customer has paid in the applicable Software Schedule (an "**Overage**"), Customer shall owe ESO the Fee corresponding to such usage level based on the Software Schedule (or if none, ESO's then-current rates). ESO may invoice for Overages immediately.
6. **TERM AND TERMINATION**
- 6.1. **Term.** The term of this Agreement (the "**Term**") shall commence on the Effective Date and continue for the period set forth in the applicable Software Schedule (or, if none, for one year); provided that the Term shall be automatically extended to match the end of the last subscription period or license period of any Software provided hereunder. Thereafter, the Term will renew for successive one-year periods unless written notice is provided at least 60 days prior to the applicable renewal date.
- 6.2. **Termination for Cause.** Either party may terminate this Agreement or any individual Software Schedule for the other party's uncured material breach by providing written notice. The breaching party shall have 30 days from receipt to cure such breach to the reasonable satisfaction of the non-breaching party.
- 6.3. **Effect of Termination.**
- 6.3.1. If Customer terminates this Agreement or any Software Schedule as a result of ESO's material breach, then to the extent that Customer has prepaid any Fees, ESO shall refund to Customer any prepaid Fees on a pro-rata basis to the extent such Fees are attributable to the period after the latter to occur of the (i) termination date or (ii) the date on which Customer actually ceases use of the Software.
- 6.3.2. Upon termination of this Agreement or any Software Schedule, Customer shall cease all use of the Software and delete, destroy or return all copies of the Documentation and Licensed Software in its possession or control, except as required by law. Customer shall remain obligated to pay appropriate Fees at ESO's then-current rates if Customer continues to use or access Software after the termination or expiration of this Agreement. If Customer received discounts for any of the two years prior to the date of termination, Customer shall promptly pay ESO's invoice recouping such discounts.
- 6.3.3. Termination of this Agreement is without prejudice to any other right or remedy and shall not release a party from any liability.
- 6.4. **Delivery of Data.** If Customer requests its data within 60 days of expiration or termination of this Agreement, ESO will provide Customer its Customer Data in a searchable .pdf format. Customer acknowledges

that ESO is under no obligation to retain Customer Data more than 60 days after expiration or termination of this Agreement.

7. REPRESENTATIONS AND WARRANTIES

- 7.1. **Material Performance of Software.** ESO represents and warrants that the Software will perform in material accordance with any Documentation provided by ESO.
- 7.2. **Due Authority.** Each party's execution, delivery and performance of this Agreement and each agreement or instrument contemplated by this Agreement has been duly authorized by all necessary corporate or government action.
- 7.3. **Customer Cooperation.** Customer agrees to use current operating systems and reasonably and timely cooperate with ESO, including providing ESO reasonable access to its equipment, software and data.
8. **DISCLAIMER OF WARRANTIES.** EXCEPT AS OTHERWISE PROVIDED IN SECTION 7, ESO DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY, TITLE, NON-INFRINGEMENT, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ESO DOES NOT REPRESENT OR WARRANT THAT CUSTOMER DATA WILL REMAIN PRIVATE OR SECURE, OR THAT THE SOFTWARE (X) WILL PERFORM WITHOUT INTERRUPTION OR ERROR, OR (Y) IS SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 7, CUSTOMER ACCEPTS THE SOFTWARE "AS-IS" AND "AS AVAILABLE."

9. CONFIDENTIALITY

- 9.1. **"Confidential Information"** refers to the following items: (a) any document marked "Confidential"; (b) any information orally designated as "Confidential" at the time of disclosure, provided the disclosing party confirms such designation in writing within five business days; (c) the Software and Documentation, whether or not designated confidential; (d) ESO's security controls, policies, procedures, audits, or other information concerning ESO's internal security posture; (e) any other nonpublic, sensitive information reasonably treated as trade secret or otherwise confidential; and (f) Customer Data which does not comprise PHI. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in the other party's possession at the time of disclosure free of duty of non-disclosure; (ii) is independently developed without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of the receiving party's improper action or inaction; (iv) is approved for release in writing by the disclosing party; or (v) PHI (which shall be governed by the Business Associate Agreement rather than this Section).
- 9.2. **Nondisclosure.** Each party shall use Confidential Information of the other party solely to fulfill the terms of this Agreement (the "Purpose"). Each party shall (a) ensure that its employees or contractors are bound by confidentiality obligations no less restrictive than those contained herein, and (b) not disclose Confidential Information to any other third party without prior written consent from the disclosing party. Without limiting the generality of the foregoing, the receiving party shall protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. A receiving party shall promptly notify the disclosing party of any misuse or misappropriation of Confidential Information of which it is aware.
- 9.3. **Termination & Return.** With respect to each item of Confidential Information, the obligations of nondisclosure will terminate three years after the date of disclosure; provided that, such obligations related to Confidential Information constituting ESO's trade secrets shall continue so long as such information remains subject to trade secret protection pursuant to applicable law. Upon termination of this Agreement, a party shall return all copies of Confidential Information to the other or certify the destruction thereof.
- 9.4. **Retention of Rights.** This Agreement does not transfer ownership of Confidential Information or grant a license thereto.
- 9.5. **Open Records and Other Laws.** Notwithstanding anything in this Section to the contrary, the parties expressly acknowledge that Confidential Information may be disclosed if such Confidential Information is

required to be disclosed by law, a lawful public records request, or judicial order, provided that prior to such disclosure, written notice of such required disclosure shall be given promptly and without unreasonable delay by the receiving party in order to give the disclosing party the opportunity to object to the disclosure and/or to seek a protective order. The receiving party shall reasonably cooperate in this effort. In addition, Customer may disclose the contents of this Agreement solely for the purpose of completing its review and approval processes under its local rules, if applicable.

10. **INSURANCE.** Throughout the Term (and for a period of at least three years thereafter for any insurance written on a claims-made form) ESO shall maintain in effect the insurance coverage described below:

- 10.1. Commercial general liability insurance with a minimum of \$1 million per occurrence and \$1 million aggregate;
- 10.2. Commercial automobile liability insurance covering use of all non-owned and hired automobiles with a minimum limit of \$1 million for bodily injury and property damage liability;
- 10.3. Worker's compensation insurance and employer's liability insurance or any alternative plan or coverage as permitted or required by applicable law, with a minimum employer's liability limit of \$1 million each accident or disease; and
- 10.4. Computer processor/computer professional liability insurance (a/k/a technology errors and omissions) covering the liability for financial loss due to error, omission or negligence of ESO, and privacy and network security insurance ("cyber coverage") covering losses arising from a disclosure of confidential information (including PHI) with a combined aggregate amount of \$1 million.

11. INDEMNIFICATION

- 11.1. **IP Infringement.** Subject to the limitations in Section 12, ESO shall defend and indemnify Customer from any damages, costs, liabilities, expenses (including reasonable attorney's fees) ("Damages") actually incurred or finally adjudicated as to any third-party claim or action alleging that the Software delivered pursuant to this Agreement infringe or misappropriate any third party's patent, copyright, trade secret, or other intellectual property rights enforceable in the applicable jurisdiction (each, an "Indemnified Claim"). If Customer makes an Indemnified Claim under this Section or if ESO determines that an Indemnified Claim may occur, ESO shall at its option: (a) obtain a right for Customer to continue using such Software; (b) modify such Software to make it a non-infringing equivalent or (c) replace such Software with a non-infringing equivalent. If (a), (b), or (c) above are not reasonably practicable, either party may, at its option, terminate the relevant Software Schedule, in which case ESO will refund any pre-paid Fees on a pro-rata basis for such Software Schedule. Notwithstanding the foregoing, ESO shall have no obligation hereunder for any claim resulting or arising from (x) Customer's breach of this Agreement; (y) modifications made to the Software that were not performed or provided by or on behalf of ESO or (z) the combination, operation or use by Customer (and/or anyone acting on Customer's behalf) of the Software in connection with any other product or service (the combination or joint use of which causes the alleged infringement). This Section 11 states ESO's sole obligation and liability, and Customer's sole remedy, for potential or actual intellectual property infringement by the Software.
- 11.2. **Indemnification Procedures.** Upon becoming aware of any matter which is subject to the provisions of Sections 11.1 (a "Claim"), Customer must give prompt written notice of such Claim to ESO, accompanied by copies of any written documentation regarding the Claim received by the Customer. ESO shall compromise or defend, at its own expense and with its own counsel, any such Claim. Customer will have the right, at its option, to participate in the settlement or defense of any such Claim, with its own counsel and at its own expense; provided, however, that ESO will have the right to control such settlement or defense. ESO will not enter into any settlement that imposes any liability or obligation on Customer without the Customer's prior written consent. The parties will cooperate in any such settlement or defense and give each other full access to all relevant information, at ESO's expense.

12. LIMITATION OF LIABILITY

- 12.1. **LIMITATION OF DAMAGES.** NEITHER ESO NOR CUSTOMER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES, INCLUDING CLAIMS FOR DAMAGES FOR LOST PROFITS, GOODWILL, USE OF MONEY, INTERRUPTED OR IMPAIRED USE OF THE SOFTWARE, AVAILABILITY OF DATA, STOPPAGE OF WORK OR IMPAIRMENT OF OTHER ASSETS RELATING TO THIS AGREEMENT.
- 12.2. **LIMITATION OF LIABILITY.** WITH THE EXCEPTION OF SECTION 12.3 (EXCEPTIONS TO THE LIMITATION OF LIABILITY), ESO'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS OF LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, SHALL NOT EXCEED THE FEES PAID BY (OR ON BEHALF OF) CUSTOMER WITHIN THE PRECEDING 12-MONTH PERIOD UNDER THE APPLICABLE SOFTWARE SCHEDULE OR SOW GIVING RISE TO THE CLAIM.
- 12.3. **EXCEPTIONS TO LIMITATION OF LIABILITY.** NOTWITHSTANDING SECTION 12.2, (A) ESO'S LIABILITY FOR CLAIMS INVOLVING ITS INDEMNIFICATION OBLIGATIONS UNDER SECTION 11 SHALL BE LIMITED TO \$500,000, AND (B) ESO'S LIABILITY SHALL BE LIMITED TO THE AMOUNT OF INSURANCE COVERAGE REQUIRED BY SECTION 10 FOR THE FOLLOWING TYPES OF CLAIMS: (I) CLAIMS ARISING FROM ESO'S WILLFUL MISCONDUCT OR CRIMINAL CONDUCT; AND (II) CLAIMS ARISING FROM A BREACH OF CONFIDENTIALITY OBLIGATIONS, INCLUDING A BREACH OF OBLIGATIONS REGARDING PROTECTED HEALTH INFORMATION.
- 12.4. THE FOREGOING LIMITATIONS, EXCLUSIONS, DISCLAIMERS SHALL APPLY REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT OR OTHERWISE. INsofar AS APPLICABLE LAW PROHIBITS ANY LIMITATION HEREIN, THE PARTIES AGREE THAT SUCH LIMITATION SHALL BE AUTOMATICALLY MODIFIED, BUT ONLY TO THE EXTENT SO AS TO MAKE THE LIMITATION PERMITTED TO THE FULLEST EXTENT POSSIBLE UNDER SUCH LAW. THE PARTIES AGREE THAT THE LIMITATIONS SET FORTH HEREIN ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR ESO'S SOFTWARE AND SERVICES TO CUSTOMER, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSES OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES.
- 12.5. THIS SECTION 12 SHALL SURVIVE EXPIRATION OR TERMINATION OF THE AGREEMENT.
- ## 13. CUSTOMER DATA & PRIVACY
- 13.1. **Ownership of Data.** As between ESO and Customer, all Customer Data shall be owned by Customer.
- 13.2. **Use of Customer Data.** Unless it receives Customer's prior written consent, ESO shall not: (a) access, process, or otherwise use Customer Data; and (b) intentionally grant any third-party access to Customer Data, including without limitation ESO's other customers, except subcontractors that are subject to a reasonable nondisclosure agreement or authorized participants in the case of Interoperability Software. Notwithstanding the foregoing, ESO may use and disclose Customer Data to fulfill its obligations under this Agreement or as required by applicable law or legal or governmental authority. ESO shall give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense.
- 13.3. **Anonymized Data.** CUSTOMER ACKNOWLEDGES AND AGREES THAT, NOTWITHSTANDING ANY OTHER PROVISION HEREIN, ESO MAY USE ANONYMIZED DATA FOR INTERNAL AND EXTERNAL PURPOSES (INCLUDING BENCHMARKING AND RESEARCH), PROVIDED THAT ESO WILL NOT SELL ANONYMIZED DATA TO THIRD PARTIES FOR COMMERCIAL USE. Without limiting the foregoing, ESO will own all right, title and interest in all Intellectual Property of any aggregated and de-identified reports, summaries, compilations, analysis, statistics or other information derived therefrom.
- 13.4. **Risk of Exposure.** Customer acknowledges and agrees that hosting data online involves risks of unauthorized disclosure and that, in accessing and using the SaaS, Customer assumes such risks. Customer has sole responsibility for obtaining, maintaining, and

securing its network connections. ESO makes no representations to Customer regarding the reliability, performance or security of any network or provider.

14. FEEDBACK RIGHTS & WORK PRODUCT

- 14.1. **Feedback Rights.** ESO does not agree to treat as confidential any Feedback that Customer provides to ESO. Nothing in this Agreement will restrict ESO's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensation or crediting Customer. Feedback will not constitute Confidential Information, even if it would otherwise qualify as such pursuant to Section 9 (Confidential Information).
- 14.2. **Work Product Ownership.** In the event Customer hires ESO to perform Professional Services, ESO alone shall hold all right, title, and interest to all proprietary and intellectual property rights of the Deliverables (including, without limitation, patents, trade secrets, copyrights, and trademarks), as well as title to any copy of software made by or for Customer (if applicable). Customer hereby explicitly acknowledges and agrees that nothing in this Agreement or a separate SOW gives the Customer any right, title, or interest to the Intellectual property or proprietary know-how of the Deliverables.

15. GOVERNMENT PROVISIONS

- 15.1. **Compliance with Laws.** Both parties shall comply with and give all notices required by all applicable federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on use of the Software and the performance of this Agreement.
- 15.2. **Business Associate Addendum.** The parties agree to the terms of the Business Associate Addendum attached hereto as Exhibit C and incorporated herein by reference.
- 15.3. **Equal Opportunity.** The parties shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin.
- 15.4. **Excluded Parties List.** ESO agrees to immediately report to Customer if an employee or contractor is listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs.

16. PHI ACCURACY & COMPLETENESS

- 16.1. ESO provides the Software to allow Customer (and its respective Users) to enter, document, and disclose Customer Data, and as such, ESO gives no representations or guarantees about the accuracy or completeness of Customer Data (including PHI) entered, uploaded or disclosed through the Software.
- 16.2. Customer is solely responsible for any decisions or actions taken involving patient care or patient care management, whether those decisions or actions were made or taken using information received through the Software.

17. MISCELLANEOUS

- 17.1. **Independent Contractors.** The parties are independent contractors. Neither party is the agent of the other, and neither may make commitments on the other's behalf. The parties agree that no ESO employee or contractor is or will be considered an employee of Customer.
- 17.2. **Notices.** Notices provided under this Agreement must be in writing and delivered by (a) certified mail, return receipt requested to a party's principal place of business as forth in the recitals on page 1 of this Agreement, (b) hand delivered, (c) facsimile with receipt of a "Transmission Confirmed" acknowledgment, (d) e-mail to a person designated in writing by the receiving party, or (e) delivery by a reputable overnight carrier service. In the case of delivery by facsimile or e-mail, the notice must be followed by a copy of the notice being delivered by a means provided in (a), (b) or (c). The notice will be deemed given on the day the notice is received.

- 17.3. **Merger Clause.** In entering into this Agreement, neither party is relying upon any representations or statements of the other that are not fully expressed in this Agreement; rather each party is relying on its own judgment and due diligence and expressly disclaims reliance upon any representations or statement not expressly set forth in this Agreement. In the event the Customer issues a purchase order, letter or any other document addressing the Software or Services to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such writing is for the Customer's internal purposes only, and that any terms, provisions, and conditions contained therein shall in no way modify this Agreement.
- 17.4. **Severability.** To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. If a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
- 17.5. **Subcontracting.** Except for training and implementation services related to the Software, neither party may subcontract or delegate its obligations to each other hereunder, nor may it contract with third parties to perform any of its obligations hereunder except as contemplated in this Agreement, without the other party's prior written consent.
- 17.6. **Modifications and Amendments.** This Agreement may not be amended except through a written agreement signed by authorized representatives of each party, provided that the Customer agrees that ESO may rely on informal writings (including emails) of Customer's authorized representatives to (i) terminate Software products and services and (ii) approve or ratify rate or tier increases for Software products and services then in use by Customer.
- 17.7. **Force Majeure.** No delay, failure, or default will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond the performing party's reasonable control (collectively, "Force Majeure"). In such event, however, the delayed party must promptly provide the other party notice of the Force Majeure. The delayed party's time for performance will be excused for the duration of the Force Majeure, but if the event last longer than 30 days, the other party may immediately terminate the applicable Software Schedule.
- 17.8. **Marketing.** If requested by ESO, Customer agrees to reasonably cooperate with ESO's preparation and issuance of a public announcement regarding the relationship of the parties.
- 17.9. **Waiver & Breach.** Neither party will be deemed to have waived any rights under this Agreement unless it is an explicit written waiver made by an authorized representative. No waiver of a breach of this Agreement will constitute a waiver of any other breach hereof.
- 17.10. **Survival of Terms.** Unless otherwise stated, all of ESO's and Customer's respective obligations, representations and warranties under this Agreement which are not, by the expressed terms of this Agreement, fully to be performed while this Agreement is in effect shall survive the termination of this Agreement.
- 17.11. **Ambiguous Terms.** This Agreement will not be construed against any party by reason of its preparation.
- 17.12. **Governing Law.** This Agreement, any claim dispute or controversy hereunder (a "*Dispute*") will be governed by (i) the laws of the State of Texas, or (ii) if Customer is a city, county, municipality or other governmental entity, the law of state where Customer is located, in each case foregoing without regard to its conflicts of law. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. In any Dispute, each party will bear its own attorneys' fees and costs and expressly waives any statutory right to attorneys' fees.
- 17.13. **Bench Trial.** The parties agree to waive, to the maximum extent permitted by law, any right to a jury trial with respect to any Dispute.
- 17.14. **No Class Actions.** NEITHER PARTY SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER ESO CUSTOMERS, OR PURSUE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.
- 17.15. **Limitation Period.** Neither party shall be liable for any claim brought more than two years after the cause of action for such claim first arose.
- 17.16. **Dispute Resolution.** Customer and ESO will attempt to resolve any Dispute through negotiation or by utilizing a mediator agreed to by the parties, rather than through litigation. Negotiations and mediations will be treated as confidential. If the parties are unable to reach a resolution within 30 days of notice of the Dispute to the other party, the parties may pursue all other courses of action available at law or in equity.
- 17.17. **Technology Export.** Customer shall not: (a) permit any third party to access or use the Software in violation of any U.S. law or regulation; or (b) export any software provided by ESO or otherwise remove it from the United States except in compliance with all applicable U.S. laws and regulations. Without limiting the generality of the foregoing, Customer shall not permit any third party to access or use the Software in, or export such software to, a country subject to a United States embargo (as of the Effective Date - Cuba, Iran, North Korea, Sudan, and Syria).
- 17.18. **Order of Precedence.** In the event of any conflict between this Agreement, Addenda or other attachments incorporated herein, the following order of precedence will govern: (1) the General Terms and Conditions; (2) any Business Associate Agreement; (3) the applicable Software Schedule or SOW, with most recent Software Schedule or SOW taking precedence over earlier ones; and (4) any ESO policy posted online, including without limitation its privacy policy. No amendments incorporated into this Agreement after execution of the General Terms and Conditions will amend such General Terms and Conditions unless it specifically states its intent to do so and cites the section or sections amended.
- 17.19. **Counterparts.** This Agreement may be executed in one or more counterparts. Each counterpart will be an original, and all such counterparts will constitute a single instrument.
- 17.20. **Signatures.** Electronic signatures on this Agreement or on any Addendum (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

ESO Solutions, Inc.

By: _____
(signature)

Name: _____
(print name)

Title: _____
(print title)

Customer: _____
(print customer name)

By: _____
(signature)

Name: _____
(print name)

Title: _____
(print title)

EXHIBIT A-1
SAAS SOFTWARE SCHEDULE
(Applications - ESO EHR, ESO Fire, ESO PM)

The Master Subscription and License Agreement between the parties is incorporated herein by reference. The SaaS subscription term shall begin fifteen (15) calendar days after the Effective Date of this Exhibit A-1, which shall be the last date of execution below ("SaaS Subscription Start Date"). Customer shall be deemed to have accepted the SaaS on the SaaS Subscription Start Date. The parties will make reasonable efforts to ensure that Customer is able to use the SaaS as contemplated as quickly as possible, but in no event will the SaaS Subscription Start Date be modified for implementation delays.

The following SaaS may be ordered under this Exhibit:

- 2.1. ESO Electronic Health Record ("EHR") is a SaaS software application for prehospital patient documentation (<http://www.esosolutions.com/software/ehr>).
- 2.2. ESO Personnel Management ("PM") is a SaaS software application for tracking personnel records, training courses and education history (<http://www.esosolutions.com/software/personnel-management>).
- 2.3. ESO Fire is a SaaS software application for NFIRS reporting (<http://www.esosolutions.com/software/fire>).

The following Third-Party Data may be ordered under this Exhibit: 2018 International Fire Code, 2015 International Fire Code, 2012 International Fire Code.

During the first year, Customer hereby agrees to timely pay for the following products according to the schedule below:

Product Name	Product Description	Quantity	Total Price/ Discounts
ESO Fire Bundle 1 - Volunteer FD - 1st Station	Includes ESO Fire Incidents, Personnel Management, Properties & Inspections. Fee Type: Recurring	1 /Stations	\$1,466.50
ESO Fire Bundle 1 - Volunteer FD - 1st Station Discount	Fee Type: Recurring		(\$ 439.95)
Fire Online Training	Webinar Training Session for ESO Fire. Fee Type: One-Time	1 /Sessions	\$ 495.00

List Price: \$1,961.50

Discounts: (\$439.95)

Tax: \$0.00

Total: \$1,521.55

During the second year, Customer hereby agrees to timely pay for the following products according to the schedule below:

Product Name	Product Description	Quantity	Total Price/ Discounts
ESO Fire Bundle 1 - Volunteer FD - 1st Station	Includes ESO Fire Incidents, Personnel Management, Properties & Inspections. Fee Type: Recurring	1 /Stations	\$1,885.50
ESO Fire Bundle 1 - Volunteer FD - 1st Station Discount	Fee Type: Recurring		(\$ 188.55)

List Price: \$1,885.50

Discounts: (\$188.55)

Tax: \$0.00

Total: \$1,696.95

During the third year and in any renewal years thereafter, Customer hereby agrees to timely pay for the following products according to the schedule below:

Product Name	Product Description	Quantity	Total Price/ Discounts
ESO Fire Bundle 1 - Volunteer FD - 1st Station	Includes ESO Fire Incidents, Personnel Management, Properties & Inspections.	1 /Stations	\$2,095.00
	Fee Type: Recurring		

List Price: \$2,095.00

Discounts: \$0.00

Tax: \$0.00

Total: \$2,095.00

All the Fees above will be invoiced by ESO as follows:

- 7.1. Training and Training Travel Fees shall be invoiced on the Effective Date.
- 7.2. During the first year, 100% of the remaining Fees shall be invoiced on the SaaS Subscription Start Date.
- 7.3. During the second year and any renewal years thereafter, 100% of the recurring Fees shall be due on the anniversary of the SaaS Subscription Start Date and as further specified above.

ESO Solutions, Inc.

Bodie Golla

Comment [SK1]: Sales person: Write customer name here

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A-2

LICENSED SOFTWARE SCHEDULE

(Applications – ESO Billing, ESO Dispatch, FIREHOUSE by ESO, IFC Codes)

1. The Licensed Software term shall begin the earlier of 90 calendar days after the Effective Date or the first day the Licensed Software is used in production mode ("Activation Date"). Customer shall be deemed to have accepted the Licensed Software on the Activation Date. The parties will make reasonable efforts to ensure that Customer is able to use the Licensed Software as quickly as possible, but in no event will the Activation Date be modified for implementation delays.
2. The following Licensed Software may be ordered under this Exhibit:
 - 2.1. ESO Billing is on premise software for EMS billing (<http://www.esosolutions.com/software/billing>).
 - 2.2. ESO Dispatch is on premise software for medical dispatch and transports (<http://www.esosolutions.com/software/dispatch>).
3. The following Third-Party Data may be ordered under this Exhibit: 2018 International Fire Code, 2015 International Fire Code 2012 International Fire Code.
4. Third-Party Payer is responsible for the following products and Fees:

[INSERT PRODUCTS OR N/A]
5. Customer hereby agrees to timely pay for the following products according to the schedule below:

[INSERT CROPPED QUOTE]
6. All Fees above will be invoiced by ESO as follows:
 - 6.1. Training and Training Travel Fees shall be invoiced on the Effective Date.
 - 6.2. During the first year, the remaining Fees shall be due on the Activation Date.
 - 6.3. During the second year and any renewal years thereafter, 100% of the recurring Fees shall be due on the anniversary of the Activation Date.

EXHIBIT A-3

INTEROPERABILITY SOFTWARE SCHEDULE

(ESO Health Data Exchange "HDE")

1. The Interoperability Software subscription term shall begin the earlier of 180 calendar days after the Effective Date or the first day the Interoperability Software is used in production mode ("Interoperability Subscription Start Date"). Customer shall be deemed to have accepted the Interoperability Software on the Interoperability Subscription Start Date. The parties will make reasonable efforts to ensure that Customer is able to use the Interoperability Software as quickly as possible, but in no event will the Interoperability Subscription Start Date be modified for implementation delays.
2. The following Interoperability Software may be ordered under this Exhibit:
 - 2.1. HDE is a data interoperability platform for connecting EMS with other healthcare providers <http://www.esosolutions.com/software/hde>.
3. Third-Party Payer is responsible for the following products and Fees:

[INSERT PRODUCTS OR N/A]
4. Customer hereby agrees to timely pay for the following products according to the schedule below:

[INSERT CROPPED QUOTE]
5. All Fees above will be invoiced by ESO as follows:
 - 5.1. Implementation Fees, if any, shall be invoiced on the Effective Date.
 - 5.2. The remaining Fees shall be due on the Interoperability Subscription Start Date.
 - 5.3. During the second year and any renewal years thereafter, 100% of the recurring Fees shall be due on the anniversary of the Interoperability Subscription Start Date.
 - 5.4. In addition, an additional Implementation Fee shall be due if Customer migrates to a new hospital EHR vendor that requires ESO to update the Interoperability Software.

EXHIBIT A-4

ADD-ON SOFTWARE SCHEDULE

(ESO Payer Insight)

1. Add-On Software subscription term shall begin on service activation ("Add-On Activation Date"). Customer shall be deemed to have accepted its subscription to the Add-On Software on the Add-on Activation Date. The parties will make reasonable efforts to ensure that Customer is activated as quickly as possible, and in no event will the Add-on Activation Date be modified for delays.
2. The following Add-On Software may be ordered under this Exhibit:
 - 2.1. Payer Insight for HDE delivers demographic and payer information collected by hospitals to EMS agencies and billing companies through an xml feed. This data augments EMS agency data gathered in the field. *Customer must subscribe to ESO HDE to use Payer Insight for HDE.*
 - 2.2. Payer Insight for Billing delivers demographic and payer information collected by hospitals directly into ESO Billing. This integration allows billers to evaluate data accuracy while completing the billing process. *Customer must subscribe to ESO HDE and have ESO Billing to use Payer Insight for Billing.*
3. Customer hereby agrees to timely pay for Payer Insight according to the schedule below:

Monthly Volume of Records Transmitted		
Monthly Min	Monthly Max	Monthly \$
	104	\$ 125
104	208	\$ 225
208	417	\$ 458
417	625	\$ 733
625	833	\$ 1,000
833	1250	\$ 1,416
1,250	1667	\$ 2,000
1,667	2500	\$ 2,750
2,500	3750	\$ 3,916
3,750	5000	\$ 5,250
5,000	6667	\$ 6,666
6,667	8333	\$ 8,250
8,333	10417	\$ 9,833
10,417	12500	\$ 11,500
12,500	14583	\$ 12,833
14,583	16667	\$ 14,083
16,667	25000	\$ 17,750
25,000	41667	\$ 26,666
41,667	62500	\$ 39,000
62,500	83333	\$ 51,083
83,333	166667	\$ 62,500

4. All Fees above will be invoiced by ESO monthly in arrears based on actual volume according to the pricing schedule above on the 7th day of each month.

EXHIBIT B
SUPPORT SERVICES ADDENDUM

1. DEFINITIONS. Capitalized terms not defined below shall have the same meaning as in the General Terms & Conditions.

- 1.1. "Enhancement" means a modification, addition or new release of the Software that when added to the Software, materially changes its utility, efficiency, functional capability or application.
- 1.2. "E-mail Support" means ability to make requests for technical support assistance by e-mail at any time concerning the use of the then-current release of Software.
- 1.3. "Error" means an error in the Software, which significantly degrades performance of such Software as compared to ESO's then-published Documentation.
- 1.4. "Error Correction" means the use of reasonable commercial efforts to correct Errors.
- 1.5. "Fix" means the repair or replacement of object code for the Software or Documentation to remedy an Error.
- 1.6. "Initial Response" means the first contact by a Support Representative after the Incident has been logged and a ticket generated. This may include an automated email response depending on when the Incident is first communicated.
- 1.7. "Management Escalation" means, if the Initial Workaround or Fix does not resolve the Error, notification of management that such Error(s) have been reported and of steps being taken to correct such Error(s).
- 1.8. "Severity 1 Error" means an Error which renders the Software completely inoperative (e.g., a User cannot access the Software due to unscheduled downtime or an Outage).
- 1.9. "Severity 2 Error" means an Error in which Software is still operable; however, one or more significant features or functionality are unavailable (e.g., a User cannot access a core component of the Software).
- 1.1. "Severity 3 Error" means any other error that does not prevent a User from accessing a significant feature of the Software (e.g., User is experiencing latency in reports).
- 1.2. "Severity 4 Error" means any error related to Documentation or a Customer Enhancement request.
- 1.3. "Status Update" means if the initial Workaround or Fix cannot resolve the Error, notification of the Customer regarding the progress of the Workaround or Fix.
- 1.4. "Online Support" means information available through ESO's website (www.esosolutions.com), including frequently asked questions and bug reporting via Live Chat.
- 1.5. "Support Representative" shall be ESO employee(s) or agent(s) designated to receive Error notifications from Customer, which Customer's Administrator has been unable to resolve.
- 1.6. "Update" means an update or revision to Software, typically for Error Correction.
- 1.7. "Upgrade" means a new version or release of Software or a particular component of Software, which improves the functionality or which adds functional capabilities to the Software and is not included in an Update. Upgrades may include Enhancements.
- 1.8. "Workaround" means a change in the procedures followed or data supplied by Customer to avoid an Error without substantially impairing Customer's use of the Software.

2. SUPPORT SERVICES.

- 2.1. Customer will provide at least one administrative employee (the "Administrator" or "Administrators") who will handle all requests for first-level support from Customer's employees with respect to the Software. Such support is intended to be the "front line" for support and information about the Software to Customer's Users. ESO will provide training, documentation, and materials to the Administrator to enable the Administrator to provide technical support to Customer's Users. The Administrator will notify a Support Representative of any Errors that the Administrator cannot resolve and assist ESO in information gathering.
- 2.2. ESO will provide Support Services consisting of (a) Error Correction(s); Enhancements, Updates and Upgrades that ESO, in its discretion, makes generally available to its customers without additional charge; and (c) E-mail Support, telephone support, and Online Support. ESO may use multiple forms of communication for purposes of submitting periodic status reports to Customer, including but not limited to, messages in the Software.

messages appearing upon login to the Software or other means of broadcasting Status Update(s) to multiple customers affected by the same Error, such as a customer portal.

- 2.3. ESO's support desk will be staffed with competent technical consultants who are trained in and thoroughly familiar with the Software and with Customer's applicable configuration. Telephone support and all communications will be delivered in intelligible English.
- 2.4. Normal business hours for ESO's support desk are Monday through Friday 7:00 am to 7:00 pm CT. Customer will receive a call back from a Support Representative after-hours for a Severity 1 Error.
3. **ERROR PRIORITY LEVELS.** Customer will report all Errors to ESO via e-mail (support@esosolutions.com) or by telephone (866-766-9471, option #3). ESO shall exercise commercially reasonable efforts to correct any Error reported by Customer in accordance with the priority level reasonably assigned to such Error by ESO.
 - 3.1. **Severity 1 Error.** ESO shall (i) commence Error Correction promptly; (ii) provide an Initial Response within four hours; (iii) initiate Management Escalation promptly; and (iv) provide Customer with a Status Update within four hours if ESO cannot resolve the Error within four hours.
 - 3.2. **Severity 2 Error.** ESO shall (i) commence Error Correction promptly; (ii) provide an Initial Response within eight hours; (iii) initiate Management Escalation within 48 hours if unresolved; and (iv) provide Customer with a Status Update within forty-eight hours if ESO cannot resolve the Error within forty-eight hours.
 - 3.3. **Severity 3 Error.** ESO shall (i) commence Error Correction promptly; (ii) provide an Initial Response within three business days; and (iii) provide Customer with a Status Update within seven calendar days if ESO cannot resolve the Error within seven calendar days.
 - 3.4. **Severity 4 Error.** ESO shall (i) provide an Initial Response within seven calendar days.
4. **CONSULTING SERVICES.** If ESO reasonably believes that a problem reported by Customer is not due to an Error in the Software, ESO will so notify Customer. At that time, Customer may request ESO to proceed with a root cause analysis at Customer's expense as set forth herein or in a separate SOW. If ESO agrees to perform the investigation on behalf of Customer, then ESO's then-current and standard consulting rates will apply for all work performed in connection with such analysis, plus reasonable related expenses incurred. For the avoidance of doubt, Consulting Services will include customized report writing by ESO on behalf of Customer.
5. **EXCLUSIONS.**
 - 5.1. ESO shall have no obligation to perform Error Corrections or otherwise provide support for: (i) Customer's repairs, maintenance or modifications to the Software (if permitted); (ii) Customer's misapplication or unauthorized use of the Software; (iii) altered or damaged Software not caused by ESO; (iv) any third-party software; (v) hardware issues; (vi) Customer's breach of the Agreement; and (vii) any other causes beyond the ESO's reasonable control.
 - 5.2. ESO shall have no liability for any changes in Customer's hardware or software systems that may be necessary to use the Software due to a Workaround or Fix.
 - 5.3. ESO is not required to perform any Error Correction unless ESO can replicate such Error on its own software and hardware or through remote access to Customer's software and hardware.
 - 5.4. Customer is solely responsible for its selection of hardware, and ESO shall not be responsible the performance of such hardware even if ESO makes recommendations regarding the same.
6. **MISCELLANEOUS.** The parties acknowledge that from time-to-time ESO may update its support processes specifically addressed in this Exhibit and may do so by posting such updates to ESO's website or otherwise notifying Customer of such updates. Customer will accept updates to ESO's support procedures and any other terms in this Exhibit; provided however, that they do not materially decrease the level of Support Services that Customer will receive from ESO. THESE TERMS AND CONDITIONS DO NOT CONSTITUTE A PRODUCT WARRANTY. THIS EXHIBIT IS AN ADDITIONAL PART OF THE AGREEMENT AND DOES NOT CHANGE OR SUPERSEDE ANY TERM OF THE AGREEMENT EXCEPT TO THE EXTENT UNAMBIGUOUSLY CONTRARY THERETO.

EXHIBIT C
HIPAA BUSINESS ASSOCIATE ADDENDUM

Customer and ESO Solutions, Inc. ("Business Associate") agree that this HIPAA Business Associate Addendum is entered into for the benefit of Customer, which is a covered entity under the Privacy Standards ("Covered Entity").

Pursuant to the Master Subscription and License Agreement (the "Agreement") into which this HIPAA Business Associate Addendum (this "Addendum") has been incorporated, Business Associate may perform functions or activities involving the use and/or disclosure of PHI on behalf of the Covered Entity, and therefore, Business Associate may function as a business associate. Business Associate, therefore, agrees to the following terms and conditions.

1. **Scope.** This Addendum applies to and is hereby automatically incorporated into all present and future agreements and relationships, whether written, oral or implied, between Covered Entity and Business Associate, pursuant to which PHI is created, maintained, received or transmitted by Business Associate from or on behalf of Covered Entity in any form or medium whatsoever.
2. **Definitions.** For purposes of this Addendum, the terms used herein, unless otherwise defined, shall have the same meanings as used in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and any amendments or implementing regulations, (collectively "HIPAA Rules").
3. **Compliance with Applicable Law.** The parties acknowledge and agree that, beginning with the relevant effective date, Business Associate shall comply with its obligations under this Addendum and with all obligations of a business associate under HIPAA, HITECH, the HIPAA Rules, and other applicable laws and regulations, as they exist at the time this Addendum is executed and as they are amended, for so long as this Addendum is in place.
4. **Permissible Use and Disclosure of PHI.** Business Associate may use and disclose PHI as necessary to carry out its duties to a Covered Entity pursuant to the terms of the Agreement and as required by law. Business Associate may also use and disclose PHI (i) for its own proper management and administration, and (ii) to carry out its legal responsibilities. If Business Associate discloses Protected Health Information to a third party for either above reason, prior to making any such disclosure, Business Associate must obtain: (i) reasonable assurances from the receiving party that such PHI will be held confidential and be disclosed only as required by law or for the purposes for which it was disclosed to such receiving party; and (ii) an agreement from such receiving party to immediately notify Business Associate of any known breaches of the confidentiality of the PHI.
5. **Limitations on Use and Disclosure of PHI.** Business Associate shall not, and shall ensure that its directors, officers, employees, subcontractors, and agents do not, use or disclose PHI in any manner that is not permitted by the Agreement or that would violate Subpart E of 45 C.F.R. 164 ("Privacy Rule") if done by a Covered Entity. All uses and disclosures of, and requests by, Business Associate for PHI are subject to the minimum necessary rule of the Privacy Rule.
6. **Required Safeguards to Protect PHI.** Business Associate shall use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 ("Security Rule") with respect to electronic PHI, to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this Addendum.
7. **Reporting to Covered Entity.** Business Associate shall report to the affected Covered Entity without unreasonable delay: (a) any use or disclosure of PHI not provided for by the Agreement of which it becomes aware; (b) any breach of unsecured PHI in accordance with 45 C.F.R. Subpart D of 45 C.F.R. 164 ("Breach Notification Rule"); and (c) any security incident of which it becomes aware. With regard to Security Incidents caused by or occurring to Business Associate, Business Associate shall cooperate with the Covered Entity's investigation, analysis, notification and mitigation activities, and except for Security Incidents caused by Covered Entity, shall be responsible for reasonable costs incurred by the Covered Entity for those activities. Notwithstanding the foregoing, Covered Entity acknowledges and shall be deemed to have received advanced notice from Business Associate that there are routine occurrences of: (i) unsuccessful attempts to penetrate computer networks or services maintained by Business Associate; and (ii) immaterial incidents such as "pinging" or "denial of services" attacks.
8. **Mitigation of Harmful Effects.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by Business Associate in violation of the requirements of the Agreement, including, but not limited to, compliance with any state law or contractual data breach requirements.
9. **Agreements by Third Parties.** Business Associate shall enter into an agreement with any subcontractor of Business Associate that creates, receives, maintains or transmits PHI on behalf of Business Associate. Pursuant to such agreement, the subcontractor shall agree to be bound by the same or greater restrictions, conditions, and requirements that apply to Business Associate under this Addendum with respect to such PHI.
10. **Access to PHI.** Within five business days of a request by a Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to the Covered Entity such PHI for so long as such information is maintained by Business Associate in the Designated Record Set, as required by 45 C.F.R. 164.524. In the event any individual delivers directly to Business Associate a request for access to PHI, Business Associate shall within five (5) business days forward such request to the Covered Entity.
11. **Amendment of PHI.** Within five business days of receipt of a request from a Covered Entity for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set), Business Associate shall provide such information to the Covered Entity for amendment and incorporate any such amendments in the PHI as required by 45 C.F.R. 164.526. In the event any individual delivers directly to Business Associate a request for amendment to PHI, Business Associate shall within five business days forward such request to the Covered Entity.
12. **Documentation of Disclosures.** Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for a Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528 and HITECH.

13. Accounting of Disclosures. Within five business days of notice by a Covered Entity to Business Associate that it has received a request for an accounting of disclosures of PHI, Business Associate shall make available to a Covered Entity information to permit the Covered Entity to respond to the request for an accounting of disclosures of PHI, as required by 45 C.F.R. 164.528 and HITECH.
14. Other Obligations. To the extent that Business Associate is to carry out one or more of a Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with such requirements that apply to the Covered Entity in the performance of such obligations.
15. Judicial and Administrative Proceedings. In the event Business Associate receives a subpoena, court or administrative order or other discovery request or mandate for release of PHI, the affected Covered Entity shall have the right to control Business Associate's response to such request, provided that, such control does not have an adverse impact on Business Associate's compliance with existing laws. Business Associate shall notify the Covered Entity of the request as soon as reasonably practicable, but in any event within seven business days of receipt of such request.
16. Availability of Books and Records. Business Associate hereby agrees to make its internal practices, books, and records available to the Secretary of the Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.
17. Breach of Contract by Business Associate. In addition to any other rights a party may have in the Agreement, this Addendum or by operation of law or in equity, either party may: i) immediately terminate the Agreement if the other party has violated a material term of this Addendum; or ii) at the non-breaching party's option, permit the breaching party to cure or end any such violation within the time specified by the non-breaching party. The non-breaching party's option to have cured a breach of this Addendum shall not be construed as a waiver of any other rights the non-breaching party has in the Agreement, this Addendum or by operation of law or in equity.
18. Effect of Termination of Agreement. Upon the termination of the Agreement or this Addendum for any reason, Business Associate shall return to a Covered Entity or, at the Covered Entity's direction, destroy all PHI received from the Covered Entity that Business Associate maintains in any form, recorded on any medium, or stored in any storage system. This provision shall apply to PHI that is in the possession of Business Associate, subcontractors, and agents of Business Associate. Business Associate shall retain no copies of the PHI. Business Associate shall remain bound by the provisions of this Addendum, even after termination of the Agreement or Addendum, until such time as all PHI has been returned or otherwise destroyed as provided in this Section. For the avoidance of doubt, de-identified Customer Data shall not be subject to this provision.
19. Injunctive Relief. Business Associate stipulates that its unauthorized use or disclosure of PHI while performing services pursuant to this Addendum would cause irreparable harm to a Covered Entity, and in such event, the Covered Entity shall be entitled to institute proceedings in any court of competent jurisdiction to obtain damages and injunctive relief.
20. Owner of PHI. Under no circumstances shall Business Associate be deemed in any respect to be the owner of any PHI created or received by Business Associate on behalf of a Covered Entity.
21. Safeguards and Appropriate Use of Protected Health Information. Covered Entity is responsible for implementing appropriate privacy and security safeguards to protect its PHI in compliance with HIPAA. Without limitation, it is Covered Entity's obligation to:
 - 21.1. Not include PHI in information Covered Entity submits to technical support personnel through a technical support request or to community support forums. In addition, Business Associate does not act as, or have the obligations of a Business Associate under the HIPAA Rules with respect to Customer Data once it is sent to or from Covered Entity outside ESO's Software over the public Internet; and
 - 21.2. Implement privacy and security safeguards in the systems, applications, and software Covered Entity controls, configures and connects to ESO's Software.
22. Third Party Rights. The terms of this Addendum do not grant any rights to any parties other than Business Associate and the Covered Entity.
23. Signatures. The signatures to the Agreement (or the document evidencing the parties' adoption thereof) indicate agreement hereto and shall be deemed signatures hereof, whether manual, electronic or facsimile.



CITY OF ELY

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

Date: Feb 7, 2019

To: Mayor VanCamp
City Council Members

From: Russell Merritt - Street Department Leadman

Subject: Monthly Report – Street Department

STREET DEPARTMENT

During the month of Jan the street department plowed and removed snow, salt sanded residential streets. Replaced and put in new street signs, repaired and serviced equipment (snow plow, dump truck, loader). We also swept city streets, inspected and replaced light bulbs and sensors in street lights.

During the month of Feb we will continue the daily maintenance of city streets (crack sealing, sweeping), removing snow and sanding as needed. We will continue replacing old signs and making repairs to street lights, and keeping DI's clean of debris.



STEVE SISOLAK
Governor
JAMES DEVOLLD
Chair, Nevada Tax Commission
MELANIE YOUNG
Executive Director

STATE OF NEVADA
DEPARTMENT OF TAXATION

Web Site: <https://tax.nv.gov>

1550 College Parkway, Suite 115
Carson City, Nevada 89706-7937
Phone: (775) 684-2000 Fax: (775) 684-2020

LAS VEGAS OFFICE
Grant Sawyer Office Building, Suite 1300
555 E. Washington Avenue
Las Vegas, Nevada 89101
Phone: (702) 486-2300 Fax: (702) 486-2373

RENO OFFICE
4600 Kietzke Lane
Building L, Suite 235
Reno, Nevada 89502
Phone: (775) 687-9999
Fax: (775) 688-1303

HENDERSON OFFICE
2550 Paseo Verde Parkway, Suite 180
Henderson, Nevada 89074
Phone: (702) 486-2300
Fax: (702) 486-3377

January 15, 2019

Robert Switzer, City Administrator
City of Ely
501 Mill Street
Ely, NV 89301

Re: Medium-term Financing
Interfund load from Landfill Enterprise Fund
Promissory Note Agreement
Resolution No. 2018-06

Dear Mr. Switzer:

The Department of Taxation has received the request from City of Ely for medium-term obligation not to exceed \$150,000.00. This Medium-Term financing will be issued to pay for legal expenses. The term for the obligation is 5 years with an interest of approximately 3%. This rate will not exceed by more than 3% the "Index of Twenty Bonds" and the term should be paid off within five years.

The request has been reviewed as required by NRS 350.089 and is approved.

Pursuant to NRS 350.089, the approval must be recorded in the minutes of the governing body, and the financing must be secured within eighteen months of the receipt of this approval.

If you have any questions regarding this matter, please contact Evelyn P. Barragan in the Local Government Finance Division at 775-684-2027.

Sincerely,

Melanie Young
Executive Director
Department of Taxation