

ANIMAL CONTROL MONTHLY REPORT -June, 2020

	CALLS	CITATIONS		CALLS	CITATIONS
ELY	14	1	CROSS TIMBERS	3	
			McGILL	1	
			RUTH	2	
			LUND		
			BAKER		
			MISC.COUNTY	3	
TOTAL ELY	14		TOTAL COUNTY CALLS	9	

ELY STATS	NUMBER
# OF CATS IMPOUNDED	8
# OF DOGS IMPOUNDED	5
# OF CATS EUTHANIZE	
# OF DOGS EUTHANIZE	
DOG BITE	
TOTAL ACTIVITY - CITY	13

COUNTY STATS	NUMBER
# OF CATS IMPOUNDED	1
# OF DOGS IMPOUNDED	
# OF CATS EUTHANIZE	
# OF DOGS EUTHANIZE	
DOG BITE	1
TOTAL ACTIVITY - COUNTY	2

FEES	ACTUAL	TOTAL	FEES	ACTUAL	TOTAL
DOG ADOPTIONS \$60.00			DOG ADOPTIONS \$60.00		
CAT ADOPTIONS \$5.00	3	\$15.00	CAT ADOPTIONS \$5.00		
OWNER SURRENDER \$10.00	5	\$50.00	OWNER SURRENDER \$10.00		
IMPOUND FEE DOG			IMPOUND FEE DOG		
1st Offense \$50.00	4	\$200.00	1ST OFFENSE* \$50.00		
2nd Offense \$100.00			2ND OFFENSE* \$100.00		
3rd Offense \$150.00			3RD OFFENSE* \$150.00		
plus \$10.00 per day after first 24 hours			plus \$10.00 per day after first 24 hours		
IMPOUND FEE CAT \$10.00			IMPOUND FEE CAT \$10.00		
plus \$10.00 per day after first 24 hours			plus \$10.00 per day after first 24 hours		
QUARANTINE @ \$25.00 per day			QUARANTINE @ \$25.00 per day		
TOTAL COLLECTED - CITY	12	\$265.00	TOTAL COLLECTED - COUNTY	0	0

CITATION ISSUED ANIMAL CONTROL -June, 2020

City			County		
Violation and Code	Fine Amount	# Issued	Violation and Code	Fine Amount	# Issued
Keeping Livestock in City - 5-3A-1(B)	\$25.00	1	Livestock Running at Large - 8.04.030(f)*	\$25.00	
Livestock Running at Large - 5-3A-3*	\$25.00		Too Many Dogs - 8.04.030(f)*	\$250.00	
Cruelty to Animals - 5-3A-4*	\$25.00		Failure to License - 8.04.040 *	\$125.00	
No rabies Vaccination - 5-3A-6 (C)*	\$25.00		Running at Large - 8.04.060*	\$100.00	
Failure to Permit - Trapping - 5-3A-7 *	\$25.00		Dog Trespassing - 8.04.070*	\$25.00	
Interference with Animal Control Officer - 5-3B-3(B) or (C)	\$250.00		Dogs In County Park - failure to clean up - 8.04.075(d) (civil penalty only)	\$25.00	
Unlawful Removal of Animal from Animal Control Facility - 5-3B-3(D)	\$250.00		Dangerous Dog - 8.04.120*	\$25.00	
Exceeds Number of Animals - 5-3B-4 (E)	\$250.00		Barking Dog - 8.04.130*	\$25.00	
Licensed Required - 5-3B-5 (per animal)	\$125.00	2	Unlawful use of License - 8.04.170*	\$25.00	
Dog Running At Large - 5-3B-6(C) (1st Offense - per animal)	\$100.00		Cruelty to Animal - 8.04.180*	\$25.00	
Dog Running at Large - 5-3B-6(C) (2nd Offense - per animal)	\$200.00		County tickets issued to Justice Court for adjudication		
Dog Trespassing - 5-3B-7*	\$25.00				
Dangerous Dog - 5-3B-12 *	\$25.00				
Barking Dog - 5-3B-13 (B)	\$25.00				
Cruelty to Animals - 5-3B-16*	\$25.00				

* indicates a misdemeanor punishable by up to \$1,000.00 fine plus assessments and up to 180 days in jail - 5-3B-22

* indicates a misdemeanor punishable by up to \$1,000.00 fine plus assessments and up to 180 days in jail - 8.04.250

Sheet2

Donations

5 flats of cat food

6 bags of litter

Odd events

1 dog escaped

White Pine County Building Permits
Selected Permit Listing

Permit # Range: ALL
City or County: CITY
Issue Date Range: 06/01/20 - 06/30/20
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
2020-103	SCOTT, SEAN/YI, MIMI	1129 MILL STREET	6/04/20	23.50	.00	.00	23.50	.00
2020-107	MANLEY, CAROL A	0	6/08/20	482.65	313.72	.00	796.37	.00
2020-109	CRAW, SHARON ET AL	670 PARKER AVENUE	6/15/20	54.00	.00	.00	54.00	.00
2020-111	ASHBY, BRUCE	2250 CRAWFORD STREET	6/24/20	363.25	236.11	.00	599.36	.00
2020-112	PETERSON, JEREMIAH & LISA	901 AVENUE H	6/24/20	3,073.07	1,997.50	.00	5,070.57	.00
2020-114	CHARCHALIS, JOHN & CESARINA	110 2ND AVENUE	6/24/20	83.25	.00	.00	83.25	.00
2020-116	REED INC/HARINDER, DANNY	1301 EAST AULTMAN STREET	6/29/20	83.25	54.11	.00	137.36	.00
Total Selected Permits 7			Total Fees:		4,162.97	2,601.44	.00	6,764.41

White Pine County Building Permits
Selected Permit Listing

Permit # Range: ALL
City or County: COUNTY
Issue Date Range: 06/01/20 - 06/30/20
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
2020-100	WILCHER, TIMOTHY & SUSAN	9 NORTH FOURTH STREET	6/01/20	54.00	.00	13.92	67.92	.00
2020-101	HAYDEN, ARYN ELISE	2390 NORTH SR 490	6/01/20	153.25	.00	12.53	165.78	.00
2020-102	DENTON, JOHN E & VIRGINIA J TR	8 HILL STREET	6/03/20	26.55	17.26	27.84	71.65	.00
2020-104	ROWLEY, RICHARD	220 SOUTH SAVAL AVENUE	6/04/20	706.75	459.39	348.00	1,514.14	.00
2020-105	SUMRALL, CALEB & BRANDI	30 NORTH 36TH EAST STREET	6/04/20	1,520.15	988.10	24.36	2,532.61	.00
2020-106	VAN TASSELL, MARC C	2275 OPAL DRIVE	6/04/20	867.75	564.04	17.40	1,449.19	.00
2020-108	LEAVITT, MICHAEL L & LETICIA B	65 EAST 100TH SOUTH STREET	6/11/20	54.00	.00	3.71	57.71	.00
2020-110	SOUTHERN NEVADA WATER AUTHORIT	0	6/19/20	1,486.55	966.26	156.60	2,609.41	.00
2020-113	RICCI, GERALD H & EVELENE	0	6/22/20	650.75	422.99	174.00	1,247.74	.00
2020-115	ASHCRAFT, ROBERT H & JOSEPHINE	935 EAST 172ND NORTH STREET	6/24/20	23.50	.00	5.80	29.30	.00
Total Selected Permits 10			Total Fees:	5,543.25	3,418.04	784.16	9,745.45	

June 2020

June 2020							July 2020						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
7	1	2	3	4	5	6	5	6	7	8	9	10	11
14	8	9	10	11	12	13	12	13	14	15	16	17	18
21	15	16	17	18	19	20	19	20	21	22	23	24	25
28	22	23	24	25	26	27	26	27	28	29	30	31	

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
May 31	Jun 1	2	3	4	5	6
	<div>Finding of</div> <div>9:00am 740 Aultman</div> <div>9:30am Garcia</div> <div>10:30am Trap Club</div> <div>2:00pm Giles</div>	<div>9:00am Charter School</div> <div>12:00pm Davidson</div> <div>1:30pm Let's Print</div> <div>2:00pm Rowley</div> <div>4:00pm Abel</div>	<div>9:00am Steptoe Farms</div> <div>10:00am LV Sabre</div> <div>11:30am Wilcher</div> <div>3:00pm Wallace</div>	<div>5:00pm City Council</div>		
7	8	9	10	11	12	13
			<div>County Commission Meeting</div> <div>Packet-Peterson</div>			
14	15	16	17	18	19	20
	<div>8:30am Bristlecone Apts</div> <div>10:00am Crossman</div> <div>10:30am Leavitt</div> <div>2:00pm Sunnail</div> <div>3:00pm Makley</div>	<div>9:00am McGill Water</div> <div>9:30am Scott</div> <div>10:30am Hermansen</div> <div>11:00am Liquor Store</div> <div>Insp</div>	<div>9:00am Brown</div> <div>9:30am Bristlecone Apts</div> <div>11:00am Golf Course</div> <div>3:30pm Manley</div> <div>5:30pm RPC</div>	<div>8:00am Liquor Store</div> <div>Insp</div> <div>9:00am Bristlecone Apts</div> <div>2:00pm Denton</div> <div>3:00pm Mt. Wheeler</div>	<div>Plan Reviews</div> <div>8:30am Acres</div> <div>Dispensary</div> <div>2:30pm Peterson</div>	
21	22	23	24	25	26	27
	<div>Plan Reviews</div> <div>9:00am Davidson</div> <div>1:00pm Watson</div>	<div>9:00am Crossman</div> <div>2:00pm Trap Club</div> <div>2:00pm Manley</div>	<div>County Commission Meeting</div> <div>2:00pm Leavitt</div> <div>2:30pm Garcia</div> <div>3:00pm Ricci</div>	<div>10:00am Fullmer</div> <div>1:00pm SNWA-Wahoo Ranch</div> <div>5:00pm City Council</div>	<div>Publicity-Warren</div> <div>8:30am Watson</div> <div>1:00pm Mt Wheeler</div> <div>3:00pm Van Tassel</div> <div>3:30pm Bradley</div>	
28	29	30	Jul 1	2	3	4
	<div>9:00am Ashcraft</div> <div>10:00am Garcia</div> <div>11:00am Atkin</div> <div>2:00pm Trap Club</div>	<div>Cert Letters-Warren</div> <div>9:00am Hermansen</div> <div>10:00am Golf Course</div>				

WHITE PINE COUNTY – MISC. REVENUE (OTHER THAN ISSUED BUILDING PERMITS) FOR JUNE 2020

RE-ZONING APP-WARREN

\$660

TOTAL

\$660

CITY OF ELY – MISC. REVENUE (OTHER THAN ISSUED BUILDING PERMITS) FOR JUNE 2020

TOTAL

\$0

CITY OF ELY PERMITS

2020-103	Scott	Siding
2020-107	Manley	Foundation
2020-109	Craw	Electrical
2020-111	Ashby	Shop
2020-112	Peterson	Roof
2020-114	Charchalis	Roof
2020-116	Reed Inc.	Sign

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
14524	COATES BROADCASTING	JULY 1, 2020	REDEVELOPMENT FUND LOAN	07/01/2020	10,000.00	10,000.00	07/01/2020
Total 145241:					10,000.00	10,000.00	
6010	ECONOMY DRUG	JULY 1, 2020	REDEVELOPMENT FUND LOAN	07/01/2020	10,000.00	10,000.00	07/01/2020
Total 6010:					10,000.00	10,000.00	
14526	ELY RENAISSANCE SOCIETY	JULY 1, 2020	REVOLVING LOAN FUND	07/01/2020	10,000.00	10,000.00	07/01/2020
Total 145261:					10,000.00	10,000.00	
14529	NARDI'S HOMESTYLE COOKIN	JULY 1, 2020	REVOLVING LOAN FUND	07/01/2020	10,000.00	10,000.00	07/01/2020
Total 145291:					10,000.00	10,000.00	
14527	THE CREATIVE TOUCH	JULY 1, 2020	REVOLVING LOAN FUND	07/01/2020	10,000.00	10,000.00	07/01/2020
Total 145271:					10,000.00	10,000.00	
14525	THE CUP	JULY 1, 2020	REDEVELOPMENT FUND LOAN	07/01/2020	10,000.00	10,000.00	07/01/2020
Total 145251:					10,000.00	10,000.00	
14528	WHITE PINE PUBLIC MUSEUM	JULY 1, 2020	REVOLVING LOAN FUND	07/01/2020	10,000.00	10,000.00	07/01/2020
Total 145281:					10,000.00	10,000.00	
Grand Totals:					70,000.00	70,000.00	

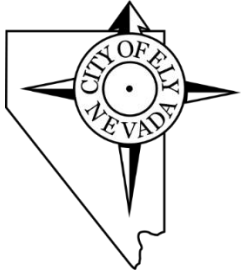
Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Clerk: _____



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.

July 9, 2020 5:00 p.m. – Ely Volunteer Fire Hall - 499 Mill Street-Ely, Nevada.

Pursuant to Governor Sisolak's Directive 021 limiting gatherings to fifty people or less and the March 20, 2020 White Pine County Public Health Decree requiring six-foot social distancing, the Ely City Council meeting can also be accessed via videoconference/teleconference. Please call City Hall or email jlee@elycity.com if you have questions regarding accessing the meeting.

Link: <https://zoom.us/j/9771306332> **Meeting ID:** 977 130 6332

Please Note: If you log on and experience difficulty hearing the meeting please also call the toll-free numbers.

Dial by your location: +877-853-5247 US Toll-free
+888-788-0099 US Toll-free

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.

1. OPENING ACTIVITIES:

MEETING CALLED TO ORDER
PLEDGE OF ALLEGIANCE
INVOCATION
ROLL CALL

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

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

4. CITY DEPARTMENT REPORTS

- [FIRE CHIEF](#)
- POLICE CHIEF
- MUNICIPAL COURT JUDGE
- CITY ATTORNEY
 - ❖ [Liens](#)
- CITY CLERK
 - ❖ [New Business June 2020](#)
- CITY TREASURER
- [CITY PUBLIC WORKS SUPERVISOR](#)
 - ❖ [Animal Control June 2020](#)
 - ❖ [Landfill June 2020](#)
 - ❖ [Street June 2020](#)
 - ❖ [Water/Sewer June 2020](#)
- [CITY WATER OPERATOR](#)
- CITY ENGINEER
- [CITY BUILDING OFFICIAL](#)

5. NNRY FOUNDATION REPORT

6. REPORTS

CITY COUNCIL

[MAYOR](#)

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

1. Councilwoman Beecher – City Fire Chief Rivera – Public Hearing – [Discussion Only](#) – Approval of Resolution 2020-2, a Resolution to amend the Emergency Medical Service (EMS) Billing Rate Schedule pursuant to City Code 1-11-10.

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

1. Councilwoman Beecher – City Fire Chief Rivera – [Discussion/For Possible Action](#) – Approval of Resolution 2020-2, a Resolution to amend the Emergency Medical Service (EMS) Billing Rate Schedule pursuant to City Code 1-11-10.

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

1. Mayor Robertson – Discussion/For Possible Action – Recommendation to draft a ten-year lease proposal for the building, owned by Robinson Nevada Mining Company, located at #1Murry Springs Circle, allowing Robinson Nevada Mining Company access to all monitoring points.

2. Councilman Carson – [Discussion/For Possible Action](#) – Approval to send letter to Robinson Nevada Mining Company requesting they present an Escrow Agreement modifications proposal at the July 23, 2020 Ely City Council meeting.
3. Councilman Alworth – [Discussion/For Possible Action](#) – Approval of new format to be used by the Water, Sewer and Landfill departments for future monthly reports.

10. 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 10A-1 Minutes and 10A-2 Bills.

Moved by: _____ Second by: _____ Vote: _____

1. Discussion/For Possible Action – Minutes.
 - June 11, 2020
2. Discussion/For Possible Action – Bills.
 - [June 24, 2020](#)
 - [June 30, 2020](#)
 - [July 1, 2020](#)

B. NEW BUSINESS

1. Mayor Robertson – Nevada Rural Housing Authority (NRHA) Director of Homeownership Programs Diane Arvizo – [Discussion/For Possible Action](#) – Approval of Resolution 2020-9 providing for the transfer of the City of Ely’s 2020 private activity bond volume cap to the Nevada Rural Housing Authority.
2. Mayor Robertson – [Discussion/For Possible Action](#) - First Reading of Ordinance 735, Bill 2020-07, with approval to move to the second reading. Ordinance 735 amends Title 9, Chapter 5 entitled IMPROVEMENTS, amending City’s curb and sidewalk policies.
3. Mayor Robertson – Discussion/For Possible Action – Review of eligible expenditures under the CARES Act and direction for the use of \$729,204.00 distributed to the City.
4. Councilman Carson - [Discussion/For Possible Action](#) - First Reading of Ordinance 734, Bill 2020-06, with approval to move to the second reading. Ordinance 734 amends Chapter 5 of Title 1 of the City Code of the City of Ely to amend the department scopes and jurisdiction, appointed liaisons’ responsibilities, and proscribing that no city official may be appointed to a department if such appointment implicates a conflict of interest.
5. Councilman Carson – [Discussion/For Possible Action](#) – Approval of FY21 Collective Bargaining Agreement between City of Ely Fire Department and Operating Engineers, Local 3.
6. Councilman Alworth – Discussion/For Possible Action – Approval for White Pine Main Street Committee to use Survey Monkey to gather ideas for Broadbent Park; no time or financial commitment is required and the results will be reported back to the City of Ely.

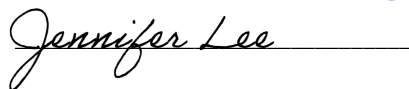
7. Councilman Alworth – Discussion/For Possible Action – Formulation of plan to deal with slum and blight in the City of Ely.
8. Councilman Alworth – [Discussion/For Possible Action](#) – Approval of new format to be used by the non-enterprise fund departments for future monthly reports.
9. Council Members – City Clerk Lee – Discussion/For Possible Action – Approval to Request Proposals for City website design and discussion of website desired features.

11. 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”.

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

* Open session – Action/Discussion – Personnel** The meeting may be closed by appropriate motion for the purpose of discussion on any matter allowed under N.R.S. 241.031 and 241.033, (1) nothing contained in this chapter prevents a public body from holding a closed meeting to consider the character, alleged misconduct, professional competence or physical or mental health of a person/employee. (2) A public body may close a meeting upon a motion, which specifies the nature of the business to be considered. (3) This chapter does not: (a) Apply to judicial proceedings. (b) Prevent the removal of any person who willfully disrupts a meeting to the extent that its orderly conduct is made impractical. (c) Prevent the exclusion of witnesses from a public or private meeting during the examination of another witness. (d) Require that any meeting be closed to the public. (e) Permit a closed meeting for the discussion of the appointment of any person to public office or as a member of a public body. (4) The exception provided by this section, and electronic communication, must not be used to circumvent the spirit or letter of this chapter in order to discuss or act upon a matter over which the public body has supervision, control, jurisdiction or advisory powers. In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA’s TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at <http://www.ascr.usda.gov/complaintfilingcust.html> and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; Fax: (202) 690-7442; or Email: program.intake@usda.gov. For access to the public packet, contact the City Clerk at 501 Mill Street, Ely, Nevada 89301 or call (775) 289-2430; all packet material is posted in the agenda’s hyperlinks or under “Minutes” /”Other” on the City’s website at <http://www.elycity.com/>

I, Jennifer Lee, City Clerk, did cause to be posted on **July 6, 2020** by **9:00 a.m.** four (4) 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 and the U.S. Post Office located at 2600 Bristlecone Avenue. 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>.



City Council

ATTENDANCE LIST

DATE: 7-9-20

Print name below

Heboly VanCamp

J. Barber

Kyle Brunk

George Glachas

Mark Kosselt

Rev. James Woffinden

Print name below

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
14364	ADVANCED DATA PROCESSIN	5445	AMBULANCE SERVICES	06/12/2020	1,300.34	.00	
Total 143641:					1,300.34	.00	
14392	ALADTEC, INC.	2020-1104	SUBSCRIPTION-BODIE GOLLA	06/15/2020	1,497.50	.00	
14392	ALADTEC, INC.	2020-1104	SUBSCRIPTION-BODIE GOLLA	06/15/2020	1,497.50	.00	
Total 143921:					2,995.00	.00	
11240	AT&T U-VERSE	136257321-6/7	INTERNET	06/07/2020	100.31	.00	
Total 11240:					100.31	.00	
9740	BASIN ENGINEERING CORPOR	1904010-8	ENGINEERING-GRANT	06/17/2020	14,142.00	.00	
9740	BASIN ENGINEERING CORPOR	1904012-8	ENGINEERING-NDOW GRANT	06/17/2020	810.00	.00	
Total 9740:					14,952.00	.00	
440	BATH LUMBER	JUNE 18, 2020	RESTITUTION-ARACELI MARQ	06/18/2020	9.60	.00	
Total 440:					9.60	.00	
4790	BATTLE BORN MEDIA, LLC	E20-0605242	APP FOR VARIANCE-PETERSO	06/05/2020	36.00	.00	
4790	BATTLE BORN MEDIA, LLC	E20-0612593	ORDINANCE 733	06/12/2020	36.00	.00	
Total 4790:					72.00	.00	
10874	BEST LIFE AND HEALTH INSUR	4807257	JULY 2020	06/01/2020	3,269.50	.00	
Total 10874:					3,269.50	.00	
990	CITY OF ELY	JUNE 2020	PR DED - UTILITIES	06/01/2020	659.16	.00	
Total 990:					659.16	.00	
9920	D & S REPAIR	27666	SWEEPER TRUCK	06/09/2020	430.00	.00	
Total 9920:					430.00	.00	
14411	DEPT OF EMPLOYMENT, TRAIN	JUNE 23, 2020	2020 2ND QTR STATE UNEMPL	06/23/2020	3,940.02	.00	
14411	DEPT OF EMPLOYMENT, TRAIN	JUNE 23, 2020	2020 2ND QTR STATE UNEMPL	06/23/2020	111.91	.00	
14411	DEPT OF EMPLOYMENT, TRAIN	JUNE 23, 2020	2020 2ND QTR STATE UNEMPL	06/23/2020	111.92	.00	
14411	DEPT OF EMPLOYMENT, TRAIN	JUNE 23, 2020	2020 2ND QTR STATE UNEMPL	06/23/2020	111.92	.00	
14411	DEPT OF EMPLOYMENT, TRAIN	JUNE 23, 2020	2020 2ND QTR STATE UNEMPL	06/23/2020	111.92	.00	
Total 144111:					4,387.69	.00	
615	DIRECTV	37495119269	TV-FIRE DEPT.	06/05/2020	174.75	.00	
Total 615:					174.75	.00	
10450	ELDRIDGE VETERINARY	41897	RABIES VAC - MADDIE'S GRAN	06/10/2020	660.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 10450:					660.00	.00	
14521	EMRB	AA20-319	FY21 ASSESSMENT FEE	06/19/2020	25.50	.00	
14521	EMRB	AA20-319	FY21 ASSESSMENT FEE	06/19/2020	25.50	.00	
14521	EMRB	AA20-319	FY21 ASSESSMENT FEE	06/19/2020	25.50	.00	
14521	EMRB	AA20-319	FY21 ASSESSMENT FEE	06/19/2020	25.50	.00	
Total 145211:					102.00	.00	
14522	ENVIRONMENTAL EXPRESS	1000596445	NITRILE GLOVES	03/30/2020	255.40	.00	
14522	ENVIRONMENTAL EXPRESS	1000596445	NITRILE GLOVES	03/30/2020	255.41	.00	
14522	ENVIRONMENTAL EXPRESS	1000598426	NITRILE GLOVES	04/17/2020	165.00	.00	
14522	ENVIRONMENTAL EXPRESS	1000598426	NITRILE GLOVES	04/17/2020	165.00	.00	
Total 145221:					840.81	.00	
12967	FREEDOM MAILING SERVICES,	38357	ELY POSTCARD BILLS	06/02/2020	488.13	.00	
12967	FREEDOM MAILING SERVICES,	38357	ELY POSTCARD BILLS	06/02/2020	488.13	.00	
12967	FREEDOM MAILING SERVICES,	38357	ELY POSTCARD BILLS	06/02/2020	488.12	.00	
Total 12967:					1,464.38	.00	
1750	GALE OIL	17619	PUBLIC WORKS SERVICE	05/01/2020	89.95	.00	
1750	GALE OIL	17619	PUBLIC WORKS SERVICE	05/01/2020	89.95	.00	
Total 1750:					179.90	.00	
1890	GRAINGER	9558711793	SAFETY RELIEF VALVE	06/11/2020	486.19	.00	
Total 1890:					486.19	.00	
8140	HINTON BURDICK PLLC	225703	ELYCI001	05/31/2020	528.00	.00	
8140	HINTON BURDICK PLLC	225703	ELYCI001	05/31/2020	528.00	.00	
8140	HINTON BURDICK PLLC	225703	ELYCI001	05/31/2020	528.00	.00	
8140	HINTON BURDICK PLLC	225703	ELYCI001	05/31/2020	528.00	.00	
Total 8140:					2,112.00	.00	
14269	HUNT & SONS INC	537194	DIESEL FUEL	06/02/2020	498.40	.00	
Total 142691:					498.40	.00	
12842	J W ELECTRIC	4182	ELECTRICIAN SERVICES	06/10/2020	747.34	.00	
Total 12842:					747.34	.00	
3030	MT WHEELER POWER	JUNE 2020	POWER	06/01/2020	2,842.54	.00	
3030	MT WHEELER POWER	JUNE 2020	POWER	06/01/2020	152.97	.00	
3030	MT WHEELER POWER	JUNE 2020	POWER	06/01/2020	7,615.04	.00	
3030	MT WHEELER POWER	JUNE 2020	POWER	06/01/2020	16,243.15	.00	
3030	MT WHEELER POWER	JUNE 2020	POWER	06/01/2020	465.61	.00	
3030	MT WHEELER POWER	JUNE 2020	POWER	06/01/2020	52.50	.00	
3030	MT WHEELER POWER	JUNE 2020	POWER	06/01/2020	414.67	.00	
3030	MT WHEELER POWER	JUNE 2020	POWER	06/01/2020	171.33	.00	
3030	MT WHEELER POWER	JUNE 2020	POWER	06/01/2020	2,798.46	.00	
3030	MT WHEELER POWER	JUNE 2020	POWER	06/01/2020	282.48	.00	
3030	MT WHEELER POWER	JUNE 2020	POWER	06/01/2020	56.51	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3030	MT WHEELER POWER	JUNE 2020	POWER	06/01/2020	54.00	.00	
3030	MT WHEELER POWER	JUNE 2020	POWER	06/01/2020	69.43	.00	
Total 3030:					31,218.69	.00	
3290	NEVADA PUBLIC AGENCY INS	5752	VAN CAMP, ROBERT-1ST AME	05/04/2020	500.00	.00	
Total 3290:					500.00	.00	
3570	OFFICE DEPOT	501888043001	SUPPLIES	05/28/2020	88.40	.00	
3570	OFFICE DEPOT	501888043001	SUPPLIES	05/28/2020	40.35	.00	
3570	OFFICE DEPOT	501888043001	SUPPLIES	05/28/2020	33.50	.00	
3570	OFFICE DEPOT	501888043001	SUPPLIES	05/28/2020	73.87	.00	
3570	OFFICE DEPOT	501888043001	SUPPLIES	05/28/2020	73.87	.00	
3570	OFFICE DEPOT	501888043001	SUPPLIES	05/28/2020	73.87	.00	
3570	OFFICE DEPOT	501896732001	SUPPLIES	05/28/2020	15.99	.00	
3570	OFFICE DEPOT	501896733001	SUPPLIES	05/28/2020	253.99	.00	
3570	OFFICE DEPOT	501896734001	SUPPLIES	05/28/2020	53.08	.00	
3570	OFFICE DEPOT	501896734001	SUPPLIES	05/28/2020	53.07	.00	
3570	OFFICE DEPOT	501896734001	SUPPLIES	05/28/2020	53.07	.00	
3570	OFFICE DEPOT	501896734001	SUPPLIES	05/28/2020	53.07	.00	
3570	OFFICE DEPOT	501901399001	SUPPLIES	05/28/2020	6.59	.00	
Total 3570:					872.72	.00	
3940	PUBLIC EMPLOYEES RETIREM	JUNE 2020	AGENCY 606	06/23/2020	37,452.46	.00	
Total 3940:					37,452.46	.00	
645	PURCHASE POWER	0003929280	8000909010121650	06/17/2020	13.50	.00	
645	PURCHASE POWER	0003929280	8000909010121650	06/17/2020	13.49	.00	
645	PURCHASE POWER	0003929280	8000909010121650	06/17/2020	13.49	.00	
645	PURCHASE POWER	0003929280	8000909010121650	06/17/2020	13.49	.00	
Total 645:					53.97	.00	
11848	SANITARY SEPTIC SERVICE	50455	PUMP SEPTIC TANK	03/18/2020	2,100.00	.00	
Total 11848:					2,100.00	.00	
11714	SIERRA HEALTH AND LIFE	201600003907	INSURANCE 7/2020	06/08/2020	27,188.38	.00	
Total 11714:					27,188.38	.00	
10970	STATE COLLECTION AND DISB	JUNE 23, 2020	ID-581322000A/CV-0910124	06/08/2020	170.00	.00	
10970	STATE COLLECTION AND DISB	JUNE 23, 2020	CASE 129192100A	06/08/2020	129.23	.00	
Total 10970:					299.23	.00	
7230	THE STANDARD	001528130001	001528130001-JUNE 1, 2020	06/18/2020	243.16	.00	
Total 7230:					243.16	.00	
8720	VFC	1039789-IN	MISSION UNIT AT WARD TANK	06/02/2020	802.50	.00	
Total 8720:					802.50	.00	
37	WESTERN ENVIRONMENTAL T	123589	WATER TESTING	05/26/2020	186.12	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
37	WESTERN ENVIRONMENTAL T	123890	WATER TESTING	06/09/2020	299.16	.00	
Total 37:					485.28	.00	
5230	WESTERN NEVADA SUPPLY	28365354	SUPPLIES-WATER DEPT.	06/19/2020	451.78	.00	
Total 5230:					451.78	.00	
14286	WESTNET	002609257	Internet Service	06/01/2020	34.50	.00	
14286	WESTNET	002609257	Internet Service	06/01/2020	34.50	.00	
Total 142861:					69.00	.00	
5270	WHEELER MACHINERY CO	PC000090837	SUPPLIES-CREDIT	05/31/2020	27.64	.00	
5270	WHEELER MACHINERY CO	PS0000967110	SUPPLIES	05/31/2020	1,044.27	.00	
5270	WHEELER MACHINERY CO	PS0000967111	SUPPLIES	05/31/2020	66.94	.00	
5270	WHEELER MACHINERY CO	PS0000967112	SUPPLIES	05/31/2020	39.30	.00	
5270	WHEELER MACHINERY CO	PS0000969791	SUPPLIES	05/31/2020	1,044.27	.00	
5270	WHEELER MACHINERY CO	PS0000972560	SUPPLIES	05/31/2020	55.17	.00	
5270	WHEELER MACHINERY CO	PS0000978692	SUPPLIES	05/31/2020	68.20	.00	
Total 5270:					2,290.51	.00	
10610	WHITE PINE COUNTY	JUNE 18, 2020	REFUND OF OVERPAYMENT	06/18/2020	4,355.50	.00	
10610	WHITE PINE COUNTY	JUNE 23, 2020	REFUND TO WPC	06/23/2020	219.26	.00	
Total 10610:					4,574.76	.00	
842	WHITE PINE COUNTY RECORD	JUNE 11, 2020	EXCLUSIVE EASEMENT	06/11/2020	37.00	.00	
Total 842:					37.00	.00	
1041	WHITE PINE COUNTY ROAD	152	RESCUE 6 REPAIR WO#8060	06/03/2020	1,783.41	.00	
Total 1041:					1,783.41	.00	
11190	WHITE PINE VETERINARY CLIN	105979	SPAY/RABIES	04/21/2020	121.00	.00	
11190	WHITE PINE VETERINARY CLIN	549112	RABIES VACCINE	05/12/2020	42.00	.00	
11190	WHITE PINE VETERINARY CLIN	549146	SPAY/RABIES	05/20/2020	124.00	.00	
Total 11190:					287.00	.00	
5460	XEROX CORPORATION	010520183	METER CHARGES 4/23/20-5/27/	06/02/2020	53.94	.00	
5460	XEROX CORPORATION	010520183	METER CHARGES 4/23/20-5/27/	06/02/2020	53.93	.00	
Total 5460:					107.87	.00	
Grand Totals:					146,259.09	.00	

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

City Recorder: _____							
City Clerk: _____							

Report Criteria:
Detail report.
Invoices with totals above \$0 included.
Paid and unpaid invoices included.

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
14266	AFLAC	361621	INSURANCE ACCT. #0Q711	06/25/2020	988.96	988.96	06/30/2020
Total 142661:					988.96	988.96	
11240	AT&T U-VERSE	134847921-6/1	INTERNET	06/14/2020	25.45	25.45	06/30/2020
11240	AT&T U-VERSE	134847921-6/1	INTERNET	06/14/2020	25.45	25.45	06/30/2020
11240	AT&T U-VERSE	134847921-6/1	INTERNET	06/14/2020	25.44	25.44	06/30/2020
11240	AT&T U-VERSE	134847921-6/1	INTERNET	06/14/2020	25.44	25.44	06/30/2020
11240	AT&T U-VERSE	135646666-6/1	INTERNET	06/19/2020	22.40	22.40	06/30/2020
11240	AT&T U-VERSE	135646666-6/1	INTERNET	06/19/2020	22.40	22.40	06/30/2020
11240	AT&T U-VERSE	135646666-6/1	INTERNET	06/19/2020	22.40	22.40	06/30/2020
11240	AT&T U-VERSE	135646666-6/1	INTERNET	06/19/2020	22.40	22.40	06/30/2020
Total 11240:					191.38	191.38	
14173	BELL MILDRED	JUNE 29, 2020	OVERPAYMENT REFUND	06/29/2020	85.32	85.32	06/30/2020
Total 141731:					85.32	85.32	
14434	C-A-L RANCH STORES	2563/23	SHOES-WASTE WATER	06/23/2020	29.96	29.96	06/30/2020
Total 144341:					29.96	29.96	
9920	D & S REPAIR	27702	SERVICE & REPAIRS	06/23/2020	159.79	159.79	06/30/2020
9920	D & S REPAIR	27702	SERVICE & REPAIRS	06/23/2020	159.78	159.78	06/30/2020
9920	D & S REPAIR	27702	SERVICE & REPAIRS	06/23/2020	159.78	159.78	06/30/2020
9920	D & S REPAIR	27702	SERVICE & REPAIRS	06/23/2020	159.78	159.78	06/30/2020
9920	D & S REPAIR	27702	SERVICE & REPAIRS	06/23/2020	159.78	159.78	06/30/2020
Total 9920:					798.91	798.91	
10450	ELDRIDGE VETERINARY	42100	VACCINATIONS	06/27/2020	1,081.00	1,081.00	06/30/2020
Total 10450:					1,081.00	1,081.00	
1750	GALE OIL	18685	FLAT REPAIR-WATER	06/24/2020	16.00	16.00	06/30/2020
1750	GALE OIL	18774	SERVICES-STREET DEPT.	06/26/2020	7,580.00	7,580.00	06/30/2020
Total 1750:					7,596.00	7,596.00	
14269	HUNT & SONS INC	542780	DIESEL FUEL	06/12/2020	367.83	367.83	06/30/2020
Total 142691:					367.83	367.83	
2210	IDEXX DISTRIBUTION CORP	3065178923	SUPPLIES-WASTE WATER	06/01/2020	256.39	256.39	06/30/2020
Total 2210:					256.39	256.39	
6590	LIFE-ASSIST INC	1010396	89301FD NV-1262	06/16/2020	74.40	74.40	06/30/2020
Total 6590:					74.40	74.40	
14523	MCPHIE, JAMES	JUNE 24, 2020	DEPOSIT REFUND	06/24/2020	100.00	100.00	06/30/2020

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 145231:					100.00	100.00	
7430	VERIZON WIRELESS	9856767655	942041460-00001	06/15/2020	48.20	48.20	06/30/2020
7430	VERIZON WIRELESS	9856767655	942041460-00001	06/15/2020	32.01	32.01	06/30/2020
7430	VERIZON WIRELESS	9856767655	942041460-00001	06/15/2020	33.20	33.20	06/30/2020
7430	VERIZON WIRELESS	9856767655	942041460-00001	06/15/2020	33.20	33.20	06/30/2020
7430	VERIZON WIRELESS	9856767655	942041460-00001	06/15/2020	53.19	53.19	06/30/2020
7430	VERIZON WIRELESS	9856767655	942041460-00001	06/15/2020	33.19	33.19	06/30/2020
Total 7430:					232.99	232.99	
842	WHITE PINE COUNTY RECORD	JUNE 25, 2020	LIEN RELEASE-WETZEL/GILLA	06/25/2020	74.00	74.00	06/30/2020
Total 842:					74.00	74.00	
Grand Totals:					11,877.14	11,877.14	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

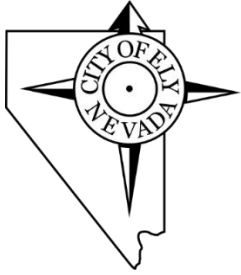
City Clerk: _____

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

MEMO

DATE: July 8, 2020
TO: Mayor Robertson and City Council Members
COPY: City Attorney Townsend
FROM: City Clerk Jennifer Lee
RE: Proposed Ordinance 735

City Attorney Townsend has approved the following assessment:

Our current Code regarding Curb and Gutter states:

9-5-2: CURB AND GUTTER:

All new residences or commercial buildings constructed within the corporate limits of the city shall construct curbs and gutters. Curbs shall be portland cement concrete. Curbs and gutters and valley gutters shall have minimum widths of eighteen inches (18"). The minimum curb return radius shall be five feet (5'). All corner construction of curbs and sidewalks shall provide for handicap access. (Ord. 441, 6-27-1990)

9-5-2 is replaced by proposed Ordinance 735.



City of Ely Fire Department

1780 Great Basin Blvd.
Ely, Nevada 89301

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

July 2, 2020

To: Nathan Robertson, Mayor
Ely City Council

Fire Department Call Report: June 1st thru June 30th, 2020

Medical Transports

24 City

16 County

Non-Transports (Refusal)

1 City

1 County

Medical Assist

4 City

5 County

Life Flights

31 City

Jail Check

1 City

Fire

1 City Brush

9 County (7 Brush, 1 Vehicle, 1 Camp Trailer)

Hazmat

1 County

Motor Vehicle Accident

1 County

Airport Fire Rescue

1 County Ely Fire, Rescue and EMS Responded to Airport on Standby and County
Landing gear issue diverted to Elko

96 Total Calls

July 9, 2020

MAYOR'S REPORT

1. I approved Special Event Licenses to:

- Mindi Jensen for 4th July sidewalk booth at 301 Aultman Street
- Melissa Spear for 4th July sidewalk booth at Sculptor Park
- John Westwood for 4th July sidewalk booth at Sculptor Park

2. I approved a road closure:

- Of 6th Street from Aultman to High Streets for Alumni Community Breakfast July 4th

NEW BUSINESS

MONTH & YEAR

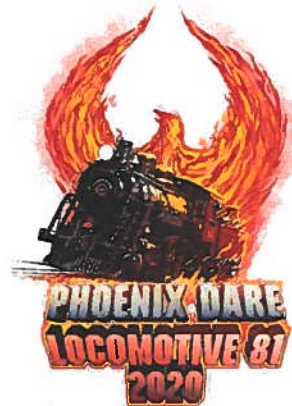
Jun-20

HOME

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NEVADA NORTHERN RAILWAY

A NATIONAL HISTORIC LANDMARK



Nevada Northern Railway Foundation

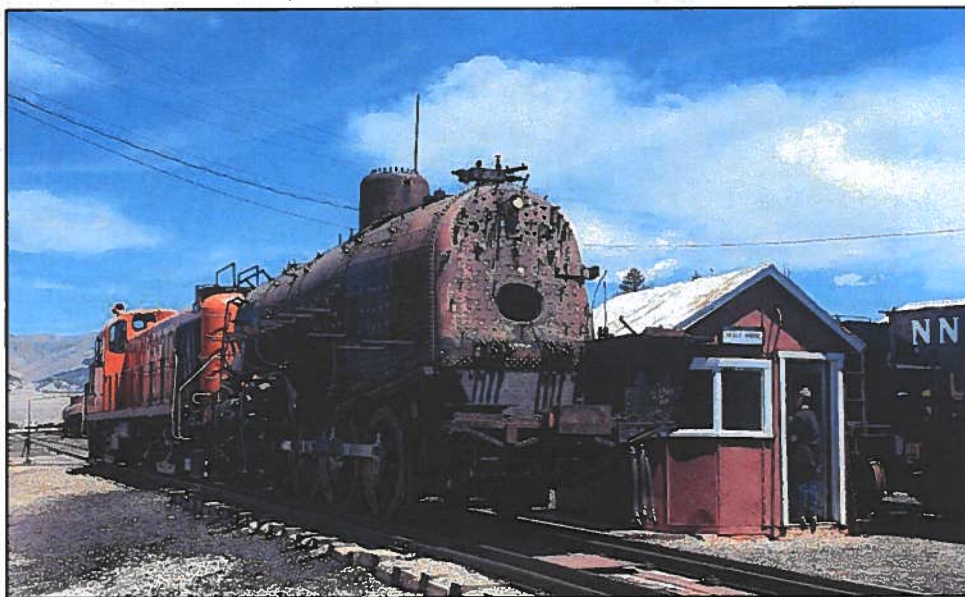
Depot: 1100 Avenue A, Ely, Nevada 89301

Mailing Address: PO Box 150040, Ely, Nevada 89315

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

Monthly Operations Report for June 2020

1. COVID-19 – Update: Ridership is down. We are beginning to see an uptick in ticket sales. We lowered the capacity on all trains to 50%. We have purchased small bottles of hand sanitizers that we are handing out to all of our visitors and passengers. We are requiring all passengers and visitors wear masks on the train and inside buildings. We have also hired a person to help with the cleaning of the train and buildings.
2. Locomotive Status – No change
 - a. Locomotives in service: #40, #93, #105, #109, #204, #310, Wrecking Crane A & Rotary B.
 - b. Locomotives out of service needing moderate repairs: #45
 - c. Locomotives waiting funding for restoration: Steptoe Valley Smelting and Mining #309, Kennecott 801 and Rotary Snowplow B (for boiler overhaul.)
 - d. Locomotives out of service needing heavy repairs #802, #81, #80 and the military locomotives.
 - e. Work continues on Locomotive 81. We have completed the installation of tubes on the boiler. The boiler is water tight.
3. Rolling Stock Status – No change
 - a. Passenger equipment in service: #07, #08, #09, Flatcar #23, Coach #5, Baggage Car/RPO #20, Outfit Car #06.
 - b. Passenger equipment out of service: #10, #2 and #05 needing heavy repairs.
 - c. Cabooses in service: #3, #6 and #22 are operational.



Award Winning Destination

Best Tour in Rural Nevada – 2017

Nevada State Treasure – 2013 & 2012

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

Trip Advisor Certificate of Excellence – 2018, 2017, 2016, 2015, 2014

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

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

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

Best Place to Take the Kids in Rural Nevada 2019, 2018, 2015, 2014, 2013, 2012, 2011, 2010, 2009, 2008, 2007

- d. Caboose out service: #5
- 4. Track Status – No change
 - a. Keystone Branch is open
 - b. Adverse Branch is open.
- 5. Ridership and Ticket Sales – Updated
 - a. In June, we carried 1,173 passengers. That is a decrease of 42% or 846 passengers.
 - b. Year to date our ridership is at 1,955 passengers. That is a decrease of 61% or 3,086 passengers.
 - c. Since operation began in 1987, we have carried 306,485 passengers.
- 6. Social Media: Our reach on social media continues to expand. We have 103,391 people who like our page. We are aggressively posting and doing home grown videos.
- 7. We painted all of our passenger cars the same color, Pullman Green.



NEVADA NORTHERN RAILWAY

A NATIONAL HISTORIC LANDMARK



Nevada Northern Railway Foundation

Depot: 1100 Avenue A, Ely, Nevada 89301

Mailing Address: PO Box 150040, Ely, Nevada 89315

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

Dear Guests:

We look forward to seeing you at the Nevada Northern Railway National Historic Landmark. Here you will be able to enjoy the sights, sounds, and smells of early 20th-century steam railroading. Whether you're a repeat Guest or someone visiting us for the first time, we look forward to safely creating memories with you. The motto of the railroad is Safety First.

Before you visit, please take the time to review the following procedures and policies. We intend to modify them as both health conditions and government leaders permit.

Our Promise and Our Expectation

The Nevada Northern Railway is committed to taking any and all necessary steps to maintain the health and safety of both our Guests and Team Members.

We're doing our part to keep you safe, but we can't do it alone. The success of our **keeping** everyone safe requires the cooperation of **all** our Guests. **Guests of Nevada Northern Railway are invitees and, as such, are required to follow all of our policies.**

Furthermore, in accordance with our current policies, our Guests help us ensure the health and safety of all by agreeing to the following:

- Guests who have been exposed to COVID-19 recently or have symptoms of COVID-19 (including a fever, cough, or shortness of breath) will not visit the Nevada Northern Railway.
- Guests who are concerned about contracting COVID-19 acknowledge their option not to visit the Nevada Northern Railway.

New and Updated Policies Currently in Place

- **Guest check-in** will be conducted by Team Members that are in the Ticket Office inside the East Ely Depot. There is a shield in place for the protection of Team Members and Guests.
- **Temperature Check.** We reserve the right to do a **temperature check on all Guests** before they leave the station and plaza areas. (Likewise, Team Members may be required to undergo a temperature check and Health Assessment before the start of their shifts.) Any Guest or Team Member with a temperature of 100.4 degrees Fahrenheit or greater will be denied entry.

Award Winning Destination

Best Tour in Rural Nevada – 2017

Nevada State Treasure – 2013 & 2012

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

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

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

Best Place to Take the Kids in Rural Nevada 2019, 2018, 2015, 2014, 2013, 2012, 2011, 2010, 2009, 2008, 2007

- **Face masks are required** for all Guests over the age of nine (9) years old, as well as all Team Members. We do encourage children from 2-9 to wear masks. Guests who need masks will be given a free mask to use during their visit. Guests unwilling or unable to wear a face mask will not be allowed access to the trains or grounds of the Nevada Northern Railway National Historic Landmark.
- **Train capacity is reduced** by limiting railcar capacity to no more than 50% of the available seats. Guests will be encouraged to social distance while onboard.
- **Hand sanitizing stations** are located throughout the property and on select railcars. Our public restrooms remain available for handwashing. Complementary hand sanitizer is available too.
- **Shields are installed** at retail registers to protect both Guests and Team Members.
- **Frequent and enhanced cleaning and sanitization** is occurring throughout our property and railcars, with particular focus on high-touch areas.
- **Signage** throughout the property encourages social distancing, use of face masks, and good hand hygiene.

COVID-19 presents all of us with challenges we never could have imagined, but the Team at the Nevada Northern Railway Museum is excited to safely welcome our Guests to this marvelous landmark. We are committed to the health and safety of our Guests and Team Members, and with your help, Nevada Northern Railway's authentic steam railroading experience will continue to provide joy, hope, and inspiration for many generations to come.

Sincerely,



Mark S. Bassett
President/CEO

AGREEMENT

BETWEEN

CITY OF ELY FIRE DEPARTMENT

AND

OPERATING ENGINEERS, LOCAL 3

JULY 1, 2018 20 TO JUNE 30, 2020 21

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ARTICLE 1
PREAMBLE

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

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

C. It is recognized by both the City, the Union and the employees that the City is engaged in rendering public service to the general public and that there is an obligation on each part for the continuous rendition and availability of such services.

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

ARTICLE 2
RECOGNITION

Pursuant to the provisions of the Local Government Employee Management Relations Act, Statutes of Nevada, the City of Ely, Nevada hereinafter referred to as the "City" recognizes the Operating Engineers Local 3, AFL-CIO, hereinafter referred to as the "Union" as the exclusive bargaining Agent excluding the Chief but to include Assistant Chiefs and all classifications beneath this grade as defined for the purpose of collective bargaining. The Union makes the agreement in its capacity as the exclusive bargaining agent for the City Fire Department Bargaining Unit.

ARTICLE 3
ASSISTANT FIRE CHIEF' NEW HIRES' SPECIALTY PAY

I. Assistant Fire Chief
Definition

Under general direction, as a shift supervisor, is responsible for all operating, maintenance, and inspection functions of a fire station; responds to fire alarms, and pending arrival of the Fire Chief, Assumes command in such emergency situations; trains and supervises volunteer personnel.

Examples of duties (The following is used as a partial description and is not restrictive as to duties required.)

Responds to fire alarms and directs fire suppression activities in the absence of the Fire Chief; evaluates the fire; determines appropriate techniques to combat it; supervises the laying of hose lines, placement of equipment, direction of suppressants, first aid and rescue activities, performs the duties of an Emergency Medical Technician. In the presence of the Fire Chief, directs volunteer personnel and equipment in carrying out the orders of the Fire Chief. Assists in fire prevention programs. Coordinates company inspections of fire target hazards and commercial buildings for pre-fire planning. Conducts or assists in investigations of cause of fire and prepares recommendations as to action to be taken. Estimates extent of damage and loss. Supervises and participates in the cleaning, repair and maintenance of equipment, quarters and apparatus. Provides on-the-job training to volunteer personnel and paid staff. May testify in court or other proceedings. Prepares various records and reports. Frequent public contact when inspecting, fighting fires, at school fire drills and other school programs, answering questions, giving directions in emergency situations and with other regulatory agencies. Performs related work as required. Any added duties will be negotiated by the parties.

Desirable Knowledge, Skills and Abilities

Thorough Knowledge of: Principles and equipment used in the suppression and prevention; first aid and rescue techniques; physical layout of the City and County; causes and characteristics of fires; zoning, building construction; preservation of evidence; incendiary methods and materials. Skill in the application of firefighting methods and techniques and in the use and general care of facilities and equipment. Ability to: Supervise and train others in firefighting techniques to specific situations; communicate effectively in both oral and written form; establish and maintain effective working relationships; perform with physical strength and agility. Willingness to work shifts, overtime, weekends and holidays.

Preferred Education and Experience

Graduation from high school, preferably supplemented by recognized courses in firefighting, fire hydraulics, first aid and related courses, and three years of experience on fire suppression and prevention activities, of which one year was in a supervisory capacity, or an equivalent combination of education and experience.

License: Must possess a valid Nevada Motor Vehicle operator's license prior to appointment, and must possess EMT Certification with Defibrillator Ambulance Attendant license, upon appointment.

II. Firefighter

Effective July 1, 2015, to be considered for a position within the Bargaining Unit, all new hire firefighters are required to have completed all of the following requirements:

1. Nevada approved Firefighter I Certification

2. Nevada approved Advanced EMT Certification
3. Nevada Class B Commercial Driver's License with tanker endorsement within twelve calendar months of hire.
4. Nevada Ambulance Attendant license.
5. Nevada Class F Endorsement

III. Specialty Pay

1. All Bargaining Unit members who obtain certification to perform fire inspections for the City of Ely shall receive a two (2%) percent increase in their hourly rate, so long as they maintain that certification.
2. All Bargaining Unit employees hired before July 1, 2015 who obtain and maintain their Nevada approved Advanced EMT Certification shall receive a two (2%) percent increase in their hourly rate so long as they maintain that certification.

IV. Cost of Living Increase.

1. The parties agree that due to the Covid 19 pandemic and related financial situation facing the City of Ely, there shall be no guaranteed cost of living adjustments for the term of this Agreement. ~~In recognition of this fact the parties agree to following:~~

a. ~~Effective the first full pay period in July 2018, the City shall place forty eight (48) hours of annual leave in each employee's annual leave bank.~~

b. ~~Effective the first full pay period in July 2019, the City shall place forty eight (48) hours of annual leave in each employee's annual leave bank. In the event the City is unable to financially provide the employees with at least a one percent (1%) increase in wages following collective bargaining identified below, the City shall place twenty four (24) additional hours of annual leave for a total of seventy two (72) hours. If the employees receive at least a one percent (1%) increase, this additional twenty four (24) hours of annual leave shall not be placed in their annual leave bank. This provision shall not be eligible for renegotiation in 2019.~~

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

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

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

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

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

ARTICLE 4

NON DISCRIMINATION

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

ARTICLE 5

DISCIPLINARY PROCEDURES

A. When a non-probationary employee's job performance falls below that which is expected of the position, the supervisor shall promptly and specifically inform the employee of the deficiencies in writing, the employee shall sign the notice of deficiency and have a copy placed in the employee's personnel folder. The employee shall be granted a reasonable period of time for improvement or correction of the noted deficiency of not less than thirty (30) calendar days or more than ninety (90) calendar days. If the employee's work performance does not meet standards after the improvement period, then the supervisor may begin disciplinary action as outlined under Article 26 of this Agreement.

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

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

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

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

2. Administration of Discipline.

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

(b) Depending on the severity of the alleged violation of policy, the Department Head and/or City Administrator shall provide the covered Employee with at least twenty four (24) hours' advanced notice from the investigatory meeting to the administration of discipline. In appropriate circumstances, the City may place the covered Employee on Leave Without Pay,

pending a determination of what level of discipline may be appropriate based upon the nature of the allegation and the results of the investigatory meeting. If the City determines to place an employee on Leave Without Pay, the Department Head or the City Administrator shall contemporaneously notify the Union of the action. The parties stipulate and agree that the employee, or the Union on behalf of the employee, retains the right to argue at each step of the grievance procedure that the time spent on Leave without Pay was excessive.

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

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

E. All disciplinary under this Article shall be subject to the grievance procedures identified in Article 23.

ARTICLE 6

CREATION OF NEW JOB CLASSIFICATIONS AND GRADES

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

ARTICLE 7

PERSONNEL FILE

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

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

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

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

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

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

ARTICLE 8

STEWARDS

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

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

ARTICLE 9

ORIENTATION AND NEW EMPLOYEES

I. Orientation

The Union shall be notified of the employment of employees within the bargaining unit. The Union steward will be granted time to orient all new employees concerning the Union. Orientation shall not be done on City of Ely property or premises.

II. Probation

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

more than an additional six (6) months. All involved parties shall sign an appropriate document agreeing to the extension of the probationary period.

B. Former employees who are rehired following a break in service of ninety (90) calendar days or more, shall serve a new probationary period. This does not apply to an employee called back during the recall period following a layoff.

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

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

ARTICLE 10

UNION DUES

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

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

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

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

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

ARTICLE 11
RETIREMENT

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

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

C. For reporting purposes to the Public Employees Retirement System only, covered 24 hour employees shall be considered "exempt", allowing the City to calculate their annual salary, divide into 26 equal pay periods, and issue a check to the employee each pay period reflecting 1/26th of their annual pay, plus any applicable Specialty Pay pursuant to Article 3, Section III of this Agreement. This provision shall in no way affect the classification of covered employees under the Fair Labor Standards Act, or prevent the covered employee from receiving overtime compensation as contemplated in Article 25, Section II.

D. The City and the Union agree the methodology for determining the monthly reporting to the Public Employees Retirement System for covered employees shall be as follows:

1. The parties shall take the negotiated annual wage, including any applicable Specialty Pay, divide that sum by 2202 hours¹ to obtain the hourly rate to be used in calculating the covered employee's hourly and overtime rate.

1. In reaching the 2202 hours, the parties looked to the four year schedule for the four employees. In a four year time, each employee will work an average of 2202 hours based on the current

2. The parties shall take the negotiated annual wage, including applicable specialty pay and divide that sum by 26 pay periods per year to determine the bi-weekly wages. The employee shall be paid this "base" pay² each pay period which will be reported to the Public Employee's Retirement System reflecting full-time exempt status. The parties recognize this methodology may result in pay periods when the employee does not work the full number of regular hours required to reach the "base" bi-weekly pay amount, but also recognize there are pay periods in which the employee will work more regular hours than they are paid for based on this methodology for reporting wages to the Public Employee's Retirement System. The parties further agree and waive now and forever more the ability of an employee to file a grievance due to the methodology of reporting wages to the Public Employee's Retirement System to ensure the employee receives credit for full time employment for retirement purposes.

3. The previous subparagraphs in this paragraph do not affect payment for overtime pay, holiday pay or other premium pays contemplated in the collective bargaining agreement, unless specifically changed in a subsequent collective bargaining agreement.

ARTICLE 12

MANAGEMENT RIGHTS

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

ARTICLE 13

UNION BUSINESS LEAVE

A. One (1) employee from the bargaining unit may be selected by the Union to be on the negotiation committee and be granted leave from duty with full pay, for all meetings between the City and the Union for the purpose of negotiating the terms of this contract, when such meetings take place during which such employee is scheduled to be on duty. If a bargaining day shall be on the employee's non-work day, the employee shall be paid overtime pursuant to Article 25 for all hours in collective bargaining on that day.

B. One employee Union representative may be granted leave from duty with full pay for all meetings between the Union and the City for the purpose of processing grievances, when such

scheduling methodology resulting in the following (not necessarily in this order) annual hours worked: Year 1 — 2232 hours worked, Year 2 — 2191 hours worked, Year 3 — 2201 hours worked, and Year 4 — 2184 hours worked. When added together and divided by the four years, the average hours worked for a full time 24 hour firefighter covered by this collective bargaining agreement is 2202 hours.

2 As used in this Memorandum of Understanding, the "base" pay is the bi-weekly pay check, before addition of any applicable overtime or holiday pay not worked pursuant to the terms of the collective bargaining agreement

meetings take place at a time during which such employee is scheduled to be on duty.

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

ARTICLE 14
JURY DUTY/COURT APPEARANCE

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

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

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

ARTICLE 15
CLOTHING UNIFORM

I. Clothing

A. If required by the employee's department head with written approval from the City Clerk/Administrator or his designee, or if required by applicable OSHA requirements, the City shall furnish an employee protective clothing and uniform. The City shall provide all employees with necessary personal protective equipment and clothing for both structural and wild-land fire-fighting.

B. All protective clothing and equipment shall meet the requirements provided by Nevada or Federal OSHA.

C. The City will promptly repair and/or replace any protective clothing damaged or destroyed in the line of duty.

D. When an employee performs duties which may result in the employee's clothes being stained because of contact with grease, lubricants or similar substances, the City shall make available to the employee protective clothing.

II. Uniforms

A. The City shall supply each firefighter up to \$876.00 per year for a uniform allowance, to be used by the City to purchase the employees their uniforms.

B. The firefighter shall be required to supply and maintain their bedding.

C. Firefighters shall abide by the Uniform Code for Ely Fire Department:

1. Coveralls provided by City and maintained by City.
 2. Dark blue shirts - Long or Short Sleeves.
 3. "T" Shirts - Summer uniforms Navy Dark Blue - with E.F.D. logo.
 4. Navy Blue Pants - Cotton - "Station Pants."
 5. Dark Shoes or Boots "Personal Pleasure."
 6. Badges will be worn on duty hours except with "T" shirts.
 7. Name Tags with Assistant Chief.
 8. Clean and presentable uniforms will be worn. If worn, hats must be clean and presentable reflecting the City of Ely Fire Department.
- D. The Uniform Code may be changed by a mutual agreement between the Union and the City.
- E. Employees may use the uniform allowance for the purchase of tools of the trade or other specialty items only after the uniform requirements have been met first. Purchase of tools of the trade may not exceed the annual uniform allowance. (Example: Specialty cutting tools, stethoscope, gloves or other items of choice)

ARTICLE 16

BUSINESS TRAVEL EXPENSES

- A. City of Ely will reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal work location. All business travel must be approved in advance by the Fire Chief, then the City Clerk/Administrator or his designee. Employees will be compensated for business travel as outlined by FLSA.
- B. Employees whose travel plans have been approved should make all travel arrangements through the Fire Chief.
- C. When approved, the employee's actual costs of travel, lodging, and other expenses directly related to accomplishing business travel objectives will be reimbursed by City of Ely. Employees shall be paid the per diem rate set for employees of the State of Nevada. Employees are expected to limit expenses to reasonable amounts.

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

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

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

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

ARTICLE 17

MEDICAL AND LICENSE REQUIREMENTS

A. Any and all fees and/or costs associated with employee requirements for licensing and/or examination necessary for continuing employment shall be paid for by the City.

B. Hepatitis- The City will pay for a one time series of shots for all firefighters.

ARTICLE 18

LAY OFF

A. Seniority by classification shall be the only consideration in case of layoffs, demotions, and recalls within this unit. The City shall give written notice thirty (30) calendar days prior to an employee's layoff or demotion.

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

Employees with:

0 to 8 Years of Service = 1 year recall period

8 or more Years of Service = 2 year recall period

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

ARTICLE 19

LEAVE OF ABSENCE

I. Leave of Absence Without Pay

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

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

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

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

II. Leave of Absence With Pay - When it is impractical for a registered voter to vote before or after his normal working hours.

III. Unauthorized Absence

A. An unauthorized absence from work shall be a no call no show and may be a cause for disciplinary action up to and including termination.

B. An unauthorized absence for two (2) consecutive shifts shall be regarded as an automatic resignation from City employment.

ARTICLE 20
SICK LEAVE

I. Accruals

A. Employees shall start accruing sick leave upon the date of hire, but shall not be allowed to utilize sick leave accruals until completion of their probationary period. A probationary employee who fails to satisfactorily complete their probation period shall not be entitled to payment for any accrued sick leave.

B. Full time employees shall accrue sick leave at the rate of 1 1.08 hours per pay period.

C. Part time employees shall accrue sick leave based on the number of hours hired to work per year. For example, a part time employee hired to work twenty (20) hours per week will accrue sick leave at fifty percent (50%) of the full time employee or 5.54 hours per pay period.

D. Employees hired on an intermittent or temporary basis shall not accrue sick leave.

E. Employees are encouraged to bank their sick leave in the event of a catastrophic illness or injury. In the event an employee voluntarily terminates his/her employment or is terminated as the result of a layoff with ten (10) or more years of service shall be entitled to payment of 50% of his/her accrued sick leave at his/her base rate of pay,

F. In the event an employee passes away during his/her employment with the City, regardless of the years of service, the City shall pay to the designated beneficiary of the employee's estate fifty percent (50%) of the sick leave accruals based on the employee's hourly rate of pay at the time of his/her death.

II. Worker's Compensation

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

B. In the event compensation is not immediately established by the State Industrial Insurance Commission and the employee draws full sick leave pay from the City and subsequently receives State Industrial Insurance Commission compensation, he/she shall repay the City the amount of such compensation pay received to cover the period which was covered by City sick leave.

III. Sick Leave Use

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

B. Upon retirement if an employee has sick leave accrued he/she shall be compensated up to 90 days' pay.

ARTICLE 21
BEREAVEMENT LEAVE

A. If an employee wishes to take time off due to the death of an immediate family member, the employee should notify his or her supervisor immediately.

B. Employees may have three (3) shifts (up to 72 hours) paid bereavement leave. Bereavement leave in excess of three (3) shifts up to two (2) additional shifts, will be charged against an employee's sick leave accruals, if available. If there is no sick leave accruals are available, an Employee may have the additional two (2) shifts of bereavement leave charged against their available vacation accruals or take time off without pay.

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

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

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

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

ARTICLE 22
MILITARY LEAVE

A. A military leave of absence will be granted to employees, except those occupying temporary positions, to attend scheduled drills or training or if called to active duty with the U.S. armed services. This provision is only applicable to members who join a reserve component of the U.S. Military or State National Guard.

B. Employees will continue to receive full pay while on leave for two-week training assignments and shorter absences. The portion of any military leaves of absence in excess of two (2) weeks will be unpaid. However, employees may use any available paid time off for the absence.

c. Subject to the terms, conditions and limitations of the applicable health plans for which the employee is otherwise eligible, health insurance benefits will be provided by City of Ely for the full term of the military leave of absence, subject to the employee paying his/her portion of the premium.

D. Vacation, sick leave, and holiday benefits will continue to accrue during a military leave of absence for drill weekends and the summer training required of active reservists. This provision is not applicable to employees recalled to active duty. Upon return from active duty, the employee shall begin accruing annual leave and sick leave as if the employee never left. The employee will continue to earn seniority for all periods of active service based on their employment status prior to their active duty service.

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

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

ARTICLE 23

GRIEVANCE PROCEDURE

I. Definition

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

II. Time Limits

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

III. Procedure for Filing

A. All grievances will be processed in the following manner:

1. Step 1:

A. Within fifteen (15) calendar days of the event giving rise to a grievance or, knowledge the grievant will verbally present the grievance to his/her department head for review.

B. The grievant may request representation by an employee or non-employee Union Representative at this hearing. The department head shall, within fifteen (15) working days of receiving the grievance render a written decision to the grievant. The department head response at Step One shall not be subject to the provisions of Section 2 of this Article. Both parties can mutually agree to extend timeline.

2. Step 2:

Should the grievant be dissatisfied with the department head's response, the grievance shall be forwarded by the Employee to the mayor or his designee for further action within fifteen (15) working days of receipt of the department head's decision. The grievance will be reviewed and a decision rendered by two disinterested persons: "neutral decision makers". The neutral decision makers will be the mayor or his designee and another department head of the Employee's choice. The neutral decision makers will have fifteen (15) working days to review the grievance from the Employee and prepare a written determination. The neutral decision makers will determine the facts surrounding the grievance, determine what occurred and decide a proper course of action to resolve the grievance based on the union contract, the personnel policy manual and relevant law on point. If the neutral decision makers cannot agree to a resolution the matter will advance to Arbitration. The grievant may designate a person to assist in preparation of the grievance and in answering any questions posed by the neutral decision makers. The grievant may select the union steward or any other person, however, the grievant may only use a single representative during Step 2. Both parties may mutually agree in a written instrument to extend the timeliness.

3. Step 3:

A. The Union may request arbitration of a grievance if the determination by the neutral decision makers is unsatisfactory to the Employee. The Union will notify the City in writing of such a decision within ten (10) business days of receipt of the decision rendered in Step 2. The union will request a list of seven (7) arbitrators from the American Arbitration Association or the Federal Mediation and Conciliatory Services, Las Vegas, NV office, whose arbitration rules and procedures will apply. On receipt, the parties will alternately strike names from the list until a single name remains to serve as an arbitrator. The Union will be the first party to strike a name from the list. Both parties may mutually agree in a written instrument to extend the timelines.

B. Arbitrators Authority - The decision of the arbitrator shall be final and binding on the parties and fully enforceable as a final judgment. The arbitrator will not add to, subtract from, or modify any of the terms of this Agreement, or any supplemental Agreement. The award of the arbitrator shall be based on the evidence presented at the hearing.

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

D. Compliance - The parties agree to comply with the arbitrator's decision within five (5) working days of receipt of the decision. The arbitrator will render a discharge related decision within fourteen (14) calendar days of the hearing. All other decisions will be rendered within thirty (30) calendar days of the hearing.

E. Automatic Withdrawal or Advance of Grievance - In the event the grievant fails to adhere to timelines, the grievance shall be considered withdrawn. If City fails to respond within the timelines, the grievance shall automatically advance to the next step.

ARTICLE 24

SENIORITY

A. Seniority means the length of an employee's continuous service with the City. An employee who has not completed the initial probationary period shall not be considered a regular employee. Preference in vacation scheduling and extra days off shall be by seniority. Part time or intermittent employees shall earn seniority based on the number of hours worked each year (based on the employee's hire date). For example, an employee who works 1040 hours during their anniversary year shall earn one-half (1/2) year of seniority.

B. An employee's seniority shall be broken by voluntary resignation, discharge for just cause, and retirement.

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

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

2. Authorized military leave for training duties not to exceed thirty (30) calendar days in one (1) calendar year.

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

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

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

ARTICLE 25

HOURS OF WORK/OVERTIME

I. Schedules

A. Shift employees will work a total of 96 hours per cycle or go-around which represents working every other day for 24 hours during a fourteen day work period which shall coincide with the pay period for all City employees.

B. The work schedule for shift employees shall consist of 24 hours on duty, 24 hours off duty, for (4) four consecutive turns, which completes a cycle (go-around).

C. Employees will be paid for all hours worked.

D. Employees are encouraged to maintain their Physical Fitness and will be allowed up to ninety (90) minutes during their shift for fitness training, except such fitness training shall not occur during normal business hours from 8 am to 5 pm Monday through Friday.

The current schedule has the employee working approximately nineteen (19) - 96 hour pay periods, approximately four (4) - 72 hour pay periods and approximately three (3) pay periods of less than 72 hours per year, however, the employee's annual salary shall be calculated as defined in Article 11 of this Agreement.

E. 8 hour day employees will be assigned duty for a total of 2080 hours per year, or regardless of shift arrangements an average workweek of (40) forty hours.

II. Overtime

A. All hours of work, officially ordered and approved, in excess of an employee's basic work schedule as identified in Section I above is overtime.

B. Coverage for employees who are off work due to vacation, worker's compensation, sick leave or other leave of absence shall be first offered requesting paid staff volunteers to cover the shift(s), if there are no paid staff volunteers the Fire Chief may fill the shift(s) with the least senior employee (paid staff) covering a shift, in rotation until each shift(s) is covered. ~~Employees shall be permitted to trade days provided both employees agree in advance in writing on the dates to be traded prior to approval by the Fire Chief.~~ Employees may be permitted to trade days provided both employees agree in writing prior to the dates to be traded and the trade is approved by the Fire Chief

C. Overtime pay shall be paid at the rate of one and one half times the employee's rate as identified in the FLSA (to include, if applicable, the employee's longevity payment or other required payments).

ARTICLE 26 LONGEVITY PAY

A. ~~Employees hired before July 1, 2015 shall be entitled to longevity pay pursuant to this Article. Employees hired after July 1, 2015 shall not be entitled to longevity pay. Therefore, U~~ Upon completion of (5) years of continuous employment, an employee shall receive the following longevity pay:

YEARS OF COMPLETED	SERVICE AMOUNT	YEARS OF COMPLETED	SERVICE AMOUNT
5	\$450.00	5	\$500.00
6	\$500.00	6	\$600.00
7	\$550.00	7	\$700.00
8	\$600.00	8	\$800.00
9	\$650.00	9	\$900.00
10	\$700.00	10	\$1000.00
11	\$750.00	11	\$1050.00
12	\$800.00	12	\$1100.00
13	\$850.00	13	\$1150.00
14	\$900.00	14	\$1200.00
15	\$950.00	15	\$1250.00
16	\$1,000.00	16	\$1300.00
17	\$1,050.00	17	\$1350.00
18	\$1,100.00	18	\$1400.00
19	\$1,150.00	19	\$1450.00
20	\$1,200.00	20	\$1500.00
21	\$1,250.00	21	\$1550.00
22	\$1,300.00	22	\$1600.00
23	\$1,350.00	23	\$1650.00
24	\$1,400.00	24	\$1700.00
25	\$1,450.00	25	\$2000.00
26	\$1,500.00	26	\$2100.00
27	\$1,550.00	27	\$2200.00
28	\$1,600.00	28	\$2300.00
29	\$1,650.00	29	\$2400.00
30	\$1,700.00	30	\$2500.00
31	\$1,750.00		
32	\$1,800.00		
33	\$1,850.00		
34	\$1,900.00		
35	\$1,950.00		

36	\$2,000.00
37	\$2,050.00
38	\$2,100.00
39	\$2,150.00
40	\$2,200.00

ARTICLE 27 HOLIDAYS

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

- A. New Year's Day
- B. Martin Luther King Day
- ~~B~~ C. Presidents Day
- ~~C~~ D. Memorial Day
- ~~D~~ E. Independence Day
- ~~E~~ F. Labor Day
- ~~F~~ G. Nevada Day
- ~~G~~ H. Veteran's Day
- ~~H~~ I. Thanksgiving Day
- ~~I~~ J. Day after Thanksgiving Family Day
- ~~J~~ K. Christmas Day
- ~~M~~ L. Birthday Personal Holiday
- J M. Or any other holiday or national day of mourning that may be designated by the President of the United States and the Governor of Nevada.
- ~~K~~. Martin Luther King Day
- ~~L~~. Day after Thanksgiving
- ~~M~~. Birthday Holiday
- N N. If a holiday falls during an employee's scheduled annual leave, it shall not be charged as leave.

II. Holiday Pay

A. Employees shall be paid at one and one half (1 1/2) times their normal rate for hours worked on holidays which fall on their normal work day. The Holiday shall be defined as 12:00 am on the morning of the holiday and terminates at 11:59 pm the same day.

B. An employee called back to work on a designated holiday, which is not his/her working day, shall receive his/her standard hourly rate if called in from 8 am to 5 pm on the holiday, plus time and one half his/her hourly rate. Thereafter, he/she shall be paid time and one half only for all hours worked after 5:00 pm

C. All Fire Department personnel shall be paid eight (8) hours holiday pay during the pay period in which the holiday occurs at their normal hourly rate.

ARTICLE 28
ANNUAL LEAVE

1. Intent

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

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

C. Regular full and part time employees shall be allowed to accrue and maintain an annual leave bank of 240 hours. All hours accrued in excess of 240 must be used before the employee's anniversary date.

1. All hours in excess of 240 hours not used, will be paid to the employee at fifty percent (50%) of his/her regular hourly rate in the pay period immediately following his/her anniversary date so that the employee's balance does not exceed 240 hours. Retirement credit shall not be earned from this payment.

2. In the event an employee is unable to utilize accrued annual leave before the anniversary date due to operational issues and if annual leave usage was denied by the Fire Chief in writing, he/she shall be allowed to carry over not more than ninety-six (96) hours of annual leave which must be utilized within ninety (90) calendar days following his/her anniversary date. If the employee fails to utilize the carried over annual leave, it shall be cashed out pursuant to section C.2 above in this section.

D. Accrual rates will change the pay period following the employee's anniversary date resulting in the changed rate.

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

II. Annual Leave Accrual Rate for 8 hour Employees

<u>Years of Service</u>	<u>Rate per Pay Period</u>
0 through 5 years	3.08 hours
6 through 10 years	4.62 hours
11 through 15 years	6.46 hours
16 years or more	7.69 hours

III. Annual Leave Accrual Rates for 24 hour Employees

<u>Years of Service</u>	<u>Rate per Pay Period</u>
0 through 5 years	3.69 hours
6 through 10 years	5.54 hours
11 through 15 years	8.31 hours
16 years or more	9.23 hours

IV. Annual Leave Use

A. Annual leave may be used in minimum increments of four (4) hours. To take annual leave, employees shall request advanced written approval from their supervisors.

B. In the event an employee loses his/her driving privileges, not as the result of a driving under the influence conviction in this or any other jurisdiction, the employee may, at the discretion of the Fire Chief, be allowed to use accrued annual leave until the employee's driving privileges are restored or the employee's accrued annual leave is exhausted. The loss of driving privileges as the result of a driving under the influence conviction in this or any other jurisdiction, may be grounds for immediate termination as a matter of public safety.

1. The affected employee may request to complete an alcohol treatment program in an effort to prevent termination. Should the employee enter into an inpatient alcohol treatment program, the City shall take no action to address discipline until the employee completes his/her inpatient treatment. At that time, the City may take disciplinary action based on the facts underlying the conviction.

2. Should the employee enter into an outpatient treatment program then the parties agree that disciplinary action may be administered based upon the facts of the conviction.

C. The second incident of an employee losing his/her driving privilege not the result of a driving under the influence conviction, may result in his/her termination as the ability to drive fire apparatus is an essential function of each job within the Fire Service.

ARTICLE 29

GROUP INSURANCE

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

ARTICLE 30

STRIKES

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

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

ARTICLE 31

SAVINGS CLAUSE

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

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

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

ARTICLE 32
WARRANT OF AUTHORITY

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

ARTICLE 33
SAFETY GRIEVANCE PROCEDURE

I. Grievance Procedure

A. Step 1. An Employee shall immediately bring the safety matter to the attention of his or her department head. If the Department Head does not take immediate steps to remedy the serious condition which poses immediate threat of serious injury or death, the Employee may file a written Safety Grievance with the Department Head.

B. Step 2. The Department Head will respond to the grievance within twenty four hours of the filing of the written grievance.

C. Step 3. If the written response of the Department Head is unsatisfactory, the employee may present the grievance to the City Clerk/Administrator or his designee within twenty four hours. The City Clerk/Administrator or his designee will review the alleged unsafe condition and will make the final decision on the grievance within twenty four hours of receiving the grievance.

D. Copies of the safety grievance and the response at all levels will be provided to the appropriate Safety Committee.

II. Safety Committee

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

EFFECTIVE DATE AND DURATION

This agreement shall be in full force and effect from July 1, 2018 ~~2020~~ and shall continue on force until June 30, 2020 ~~2021~~. It shall be automatically renewed from year to year thereafter unless amended by mutual agreement of the parties.

In Witness Whereof, the City and the Union caused these presents to be duly executed by their authorized representatives this _____ day of _____

City of Ely Fire Department

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

Nathan Robertson, Mayor

Dan Reding, Business Manager

Jennifer Lee, City Administrator

James K. Sullivan, Rec. - Corres. Secretary

Ross Rivera, Fire Chief

Tim Neep, Director of Public Employees

Caroline Townsend, Esq., City Attorney

Phillip Herring, Sr. Business Representative

Patrick Stork, Bargaining Committee

EXHIBIT A

Effective July 1, 2018 **2020**

	Hire Rate	Year 1	Year 2	Year 5	10 years Plus
Firefighter Base Rate	\$22.00	\$23.33	\$24.72	\$26.21	\$26.47
Annualized	\$48,453.82	\$51,363.34	\$54,433.23	\$57,709.30	\$58,282.04
Bi-weekly					\$2,241.62
Firefighter with AEMT					\$27.00
AEMT == 2% incr. base pay					\$59,447.68
<u>E M S Coordinator increase of 5% above current pay rate to assume position</u>					
Bi-weekly					\$2,286.45
Firefighter with Fire Insp.	\$22.44	\$23.79	\$25.21	\$26.73	\$27.00
Fire Insp. = 2% incr. base	\$49,422.90	\$52,390.61	\$55,521.89	\$58,863.49	\$59,447.68
Bi-weekly	\$1,900.88	\$2,015.02	\$2,135.46	\$2,263.98	\$2,286.45
Firefighter with both					\$27.53
Both AEMT & Inspector					\$60,613.23
Bi-weekly					\$2,331.28

***EMS Coordinator 5% increase effective upon termination of May 26 2020 MOU.**

EXHIBIT B

Effective July 1, 2018 2020

	<u>Hire Rate</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 5</u>	<u>10 years Plus</u>
<u>Firefighter</u>	<u>\$18.72</u>	<u>\$19.84</u>	<u>\$21.03</u>	<u>\$22.30</u>	<u>\$22.52</u>
<u>Annualized</u>	<u>\$41,221.44</u>	<u>\$43,694.73</u>	<u>\$46,316.41</u>	<u>\$49,095.39</u>	<u>\$49,586.35</u>
<u>Bi-Weekly</u>	<u>\$1,585.44</u>	<u>\$1,680.57</u>	<u>\$1,781.40</u>	<u>\$1,888.28</u>	<u>\$1,907.17</u>

EXHIBIT C

Effective July 1, 2018 2020

	<u>Hire Rate</u>	<u>Year 1</u>	<u>Year 2</u>
<u>EMT – Advanced</u>	<u>\$15.00</u>	<u>\$15.90</u>	<u>\$16.85</u>
<u>Annualized</u>	<u>\$33,030.00</u>	<u>\$35,011.00</u>	<u>\$37,112.51</u>
<u>Bi-Weekly</u>	<u>\$1,270.38</u>	<u>\$1,346.61</u>	<u>\$1,427.40</u>
<u>EMT – Basic</u>	<u>\$14.00</u>	<u>\$14.84</u>	<u>\$15.73</u>
<u>Annualized</u>	<u>\$30,828.00</u>	<u>\$32,677.68</u>	<u>\$34,638.34</u>
<u>Bi-weekly</u>	<u>\$1,185.69</u>	<u>\$1,256.83</u>	<u>\$1,332.24</u>

Summary: An ordinance amending Chapter 5 of Title 1 of the City Code of the City of Ely to amend the department scopes and jurisdiction, appointed liaisons' responsibilities, and proscribing that no city official may be appointed to a department if such appointment implicates a conflict of interest.

TITLE:

PROPOSED ORDINANCE AMENDING CHAPTER 5 OF TITLE 1 OF THE CITY CODE OF THE CITY OF ELY TO AMEND THE DEPARTMENT SCOPES AND JURISDICTION, APPOINTED LIAISONS' RESPONSIBILITIES, AND PROSCRIBING THAT NO CITY OFFICIAL MAY BE APPOINTED TO A DEPARTMENT IF SUCH APPOINTMENT IMPLICATES A CONFLICT OF INTEREST.

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;

Therefore, the City Council of the City of Ely, State of Nevada, does AMEND and otherwise ordain that the sections of Chapter 5 of Title 1 of the City Code of the City of Ely specified below shall read as follows:

1-5-6: DEPARTMENTS OF THE CITY-AND LIAISON APPOINTMENTS COUNCIL:

A. Designation City Departments: The Ceity council is hereby segregated divided into five-six (6 5) departments to be known as the public safety department, health and sanitation department, animal control, parks and recreation department, street department, water sewer, and landfill department and administration department. (Prior Code § 2-27)

B. Department Heads Liaison Appointments: The mayor shall be responsible serve as the liaison for the administration department. The mayor shall further appoint from the council membership departmental heads liaisons for the remaining four-five (5 4) departments. (Prior Code § 2-27A)

C. Scope And Jurisdiction: The scope and jurisdiction of such departments shall be the following:

1. Administration Department: The administration department shall include the city clerk's office, city court and parking meters city attorney's office, city treasurer's office, building department, and Municipal Court.

2. Public Safety Department: The public safety department shall include the police and fire departments.

~~3. Health And Sanitation Department: The health and sanitation department shall include the landfill and sewage treatment facility.~~
3. Animal Control Department: The animal control department shall include animal control.

4. Street Department: The street department shall include all city streets and storm drains.

5. Parks And Recreation Department: The parks and recreation department shall include the city parks and the city cemetery. (Prior Code § 2-27B)

6. Utilities Department: The utilities department shall include city water, sewer, and landfill.

~~D. Operating Heads~~Role of Appointed Liaisons: The present operating heads of the various departments
Liaison appointments are not supervisory in nature. Instead, the primary function of a Council liaison is to be a two-way communication vehicle between the Council and the department to which he or she is appointed. Council liaisons must be in touch with their appointed department to communicate what is going on with the City of Ely as a whole and how it affects the department, and to give direction, guidance, and support to the department. Council liaisons shall bring items before the Council pertaining to their appointed department when necessary. Council liaisons shall provide monthly reports to the Council regarding the department. shall be placed under the immediate supervision of the councilmen selected as department heads as provided for under subsection A of this section, subject to the approval of the mayor. (Prior Code § 2-27C)

E. Restrictions: Council Liaisons shall not make decisions for their department, but shall bring concerns before the Council or to the Mayor as the executor.

E. Conflicts of Interest: No city official, whether councilmember or the mayor, may serve as liaison to any department which employs the city official or employs any person or entity to which the city official owes a commitment in a private capacity. Likewise, no city official may serve as liaison to any department whose operations

confer a pecuniary benefit upon the city official or any person or entity to which the city official owes a commitment in a private capacity.

This Ordinance shall take effect from and after passage, approval, and publication.

PROPOSED on the ____ day of _____, 2020.

PROPOSED by _____.

PASSED on the ____ day of _____, 2020.

Votes:

Yay: _____

Nay: _____

Absent: _____

MAYOR

ATTEST:

CITY CLERK

Approved as to form and content

Caroline Townsend, Esq. City Attorney

An Ordinance amending Title 9, Chapter 5 entitled IMPROVEMENTS, amending City's curb and sidewalk policies.

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;

NOW, THEREFORE, the City Council of the City of Ely AMENDS THE FOLLOWING SECTIONS OF TITLE 9, CHAPTER 5 OF THE ELY CITY CODE AS FOLLOWS:

9-5-2: CURB AND GUTTER:

A. Definitions

1. Curb: A curb, by definition, incorporates some raised or vertical element. The type and location of curbs affect driver behavior and, in turn, the safety and utility of a roadway. Curbs serve any or all of the following purposes: drainage control, roadway edge delineation, right-of-way reduction, aesthetics, delineation of pedestrian walkways, reduction of maintenance operations, and assistance in orderly roadside development.
2. Gutter:
3. Sidewalk: That portion of the roadway primarily constructed for the use of pedestrians

B. Existing Structures

1. Curbs and gutters shall be Portland cement "L" curb or, at the direction of the City Engineer, match existing curb and gutter in the vicinity
2. All improvements within the City right-of-way shall conform with the requirements of the ADA.
3. No monolithic curb, gutter or sidewalk pours are allowed.

C. Existing Residential

1. Property owners may elect to place curb, gutter, and sidewalk along any part or whole frontage of their property.
2. Residential property sidewalks may be constructed of either Portland cement or asphalt. If constructed of Portland cement, the sidewalk shall have a medium broom finish and no colorization, tints, or stamps.
3. Any improvements that intersect the City right-of-way must have curb and gutter.
4. Location and elevation of curb and gutter is to be determined and staked by the City Engineer at no cost to the property owner.
5. Design and layout of curb and gutter and sidewalk to be approved by the City Engineer.

D. Existing Commercial

1. Improvements to an existing commercial property must be carried out through the entire property frontage.
 2. Only Portland cement may be used for sidewalks.
 3. All sidewalks are to have a medium broom finish with no other patterns, textures, or colorization.
- E. New Residential and commercial buildings
1. All new residences or commercial buildings constructed within all street frontages shall construct curbs and gutters. Curbs shall be portland cement concrete. Curbs and gutters and valley gutters shall have minimum widths of eighteen inches (18"). The minimum curb return radius shall be five feet (5'). All corner construction of curbs and sidewalks shall provide for handicap access. (Ord. 441, 6-27-1990)
 2. New building construction of commercial property shall require a five foot (5') minimum sidewalk in addition to curb and gutter along all property street frontage.
 3. Sidewalks in commercial areas shall be exclusively Portland cement and no monolithic curb and gutter or sidewalk pours will be allowed.
 4. Sidewalks shall meet requirements of ADA and be finished with a medium broom finish with no colorization, tints, or stamps.
 5. The City shall, at no cost to the property owner, provide staking for the location of curb and gutter.
 6. The style of gutter to be installed shall, under the direction of the City Engineer, must conform to the existing curb and gutter already in place in the vicinity.
- F. All curb and gutter and sidewalk within the City's right-of-way, once installed, is the property of the City of Ely. The City may install signage, utilities, etc., within its right-of-way. Commercial and residential properties, which front sidewalk, whether installed by the City or the property owner, are responsible for the cleaning of the curb, gutter and sidewalk, as well as snow removal.

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

Proposing Parties. The foregoing ordinance was proposed by Mayor Nathan Robertson, at the regularly scheduled meeting of the Ely City Council on _____, 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 _____, 2020

NATHAN ROBERTSON, MAYOR

ATTEST:

JENNIFER LEE, CITY CLERK

Approved as to form and content

Caroline Townsend, Esq. City Attorney



June 26, 2020

The Honorable Nathan Robertson
Mayor, City of Ely
1125 Murry Street
Ely, NV 89301

Dear Mayor Robertson:

I would like to thank you for the City of Ely's partnership with the Nevada Rural Housing Authority (NRHA). Each year, your city has transferred its unused Private Activity Bond Cap (PABC) to NRHA, resulting in our continued success operating the award-winning, single-family housing program, Home At Last™ and helping to fulfill NRHA's mission to promote, provide and finance affordable housing opportunities for all rural Nevadans.

What does that mean? It means 9,000 families have achieved their dream of affordable homeownership. It means \$27.7 million in homeowner tax savings have been invested back into our Nevada communities. It means Ely resident Mitchell Y., a veteran; and hundreds of other Nevada families were able to achieve their dreams of homeownership in 2019 and proclaim, "We are Home At Last!"

Home At Last™ gives Nevadans a trusted path to responsible homeownership. We know homeownership isn't only about getting approved and moving in – it's also about building long-term success. That's why we have Home At Last University (HAL U for short) that offers comprehensive (and required) homebuyer education. It's also why we partner with the Trio lease-to-own program, which gives almost-ready borrowers a path that's right for them. Homeownership helps Nevadans plant roots and bolster our communities' pride throughout the Silver State.

The transfer of PABC does not obligate the City of Ely in any way. It simply gives us the financing tools to ensure we can successfully offer access to affordable homeownership programs – such as the Mortgage Credit Certificate (the "MCC"), which, in turn, support your community through single-family housing financing and tax credits to homeowners to reinvest in your local economy.

Please accept this letter as our formal request to schedule this action (or consent) item for the next City Council meeting. To simplify the transfer, a draft resolution and corresponding transfer certificate is attached. Within five (5) days of approval, please email a copy of the signed resolution and transfer certificate to Diane@NVRural.org and mail the original documents to:

**Attn: Carrie Foley
Nevada Department of Business & Industry
3300 W. Sahara Ave., Suite 425
Las Vegas, NV 89102**

If you have any questions about the transfer, please consult your counsel or NRHA's bond counsel, Ryan Bowen at (312) 845-3277.

With Sincere Gratitude,

William L. Brewer
Executive Director

Enclosures: 2

Attachment 1: Resolution

Attachment 2: Transfer Certificate



3695 Desatoya Drive, Carson City, NV 89701 • P: 775-887-1795 • F: 775-887-1798
TDD: 800-545-1833 ext. 545 • nvrural.org • HAL@nvrural.org
This institution is an equal opportunity provider and employer.



RESOLUTION NO. 2020-9

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELY, NEVADA PROVIDING FOR THE TRANSFER OF THE CITY'S 2020 PRIVATE ACTIVITY BOND VOLUME CAP TO THE NEVADA RURAL HOUSING AUTHORITY; AND OTHER MATTERS RELATED THERETO

WHEREAS, pursuant to the provisions of Chapter 348A of the Nevada Revised Statutes ("NRS") and Chapter 348A of the Nevada Administrative Code ("NAC"), there has been allocated to the City of Ely in White Pine County, Nevada (the "City," "County" and "State," respectively), the amount of \$219,061.25 in tax-exempt private activity bond volume cap for year 2020 (the "2020 Bond Cap"); and

WHEREAS, the Nevada Rural Housing Authority (the "NRHA"), has requested that the City transfer its 2020 Bond Cap to the NRHA for the purpose of providing a means of financing the costs of single family residential housing that will provide decent, safe and sanitary dwellings at affordable prices for persons of low and moderate income ("*Single Family Programs*"); and

WHEREAS, the City is a local government as defined by NAC 348A.070; and

WHEREAS, Section 348A.180 of the NAC provides a procedure whereby the City may, by resolution, transfer to any other local government located within the same county, all or any portion of its 2020 Bond Cap; and

WHEREAS, pursuant to NRS 315.983(1)(a), the NRHA is an instrumentality, local government and political subdivision of the State; and

WHEREAS, the NRHA is located within the County, pursuant to NRS 315.963, which defines the NRHA's area of operation as "any area of the State which is not included within the corporate limits of a city or town having a population of 150,000 or more."

NOW, THEREFORE, the City Council of the City does hereby find, resolve, determine and order as follows:

Section 1. Recitals. The recitals set forth herein above are true and correct in all respects.

Section 2. Transfer of Private Activity Bond Volume Cap. Pursuant to NAC 348A.180, the City hereby transfers its 2020 Bond Cap in the amount of \$219,061.25 to the NRHA for its Single Family Programs.

Section 3. Use of 2020 Bond Cap. The NRHA will use the 2020 Bond Cap for single family purposes in calendar year 2020 or carry forward any remaining amount according to the Internal Revenue Code of 1986, as amended, for such purposes.

Section 4. Representative of City. Pursuant to NAC 348A.180(1), the Director of the State of Nevada Department of Business and Industry (the “Director”) may contact Jennifer Lee, City Clerk, City of Ely, regarding this Resolution at (775) 289-2430 or by email at JLee@ElyCity.Com or in writing at 480 Campton Street, Ely, Nevada 89301.

Section 5. Additional Action. The Mayor and Clerk of the City are hereby authorized and directed to take all actions as necessary to effectuate the transfer of the 2020 Bond Cap, and carry out the duties of the City hereunder, including the execution of all certificates pertaining to the transfer as required by NAC Ch. 348A.

Section 6. Direction to the NRHA. The NRHA shall notify the Director in writing as soon as practicable of the occurrence or nonoccurrence of any term or condition that would affect the disposition of the 2020 Bond Cap.

Section 7. Representative of the NRHA. Pursuant to NAC 348A.180(3), the Director may contact Diane Arvizo, Director of Homeownership Programs of the NRHA regarding this Resolution at (775) 886-7900 or by email at Diane@NVRural.Org or in writing at Nevada Rural Housing Authority, 3695 Desatoya Drive, Carson City, Nevada 89701.

Section 8. Obligation of the City. This Resolution is not to be construed as a pledge of the faith and credit of or by the City, or of any agency, instrumentality, or subdivision of the City. Nothing in this Resolution obligates or authorizes the City to issue bonds for any project or to grant approvals for a project or constitutes a representation that such bonds will be issued.

Section 9. Enforceability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution. This Resolution shall go into effect immediately upon its passage.

ADOPTED, SIGNED AND APPROVED this ____ day of _____, 2020.

CITY OF ELY, NEVADA

By _____
Nathan Robertson, Mayor

ATTEST:

By _____
Jennifer Lee, City Clerk

CERTIFICATE OF TRANSFER OF VOLUME CAP

I, Jennifer Lee, am the duly chosen and qualified City Clerk of the City of Ely, Nevada (the "*City*") and in the performance of my duties as City Clerk do hereby certify to the Office of Business Finance and Planning in accordance with Section 348A.260 of the Nevada Administrative Code ("*NAC*"), that the private activity bond volume cap allocated to the City in the amount of \$219,061.25 has been transferred as follows:

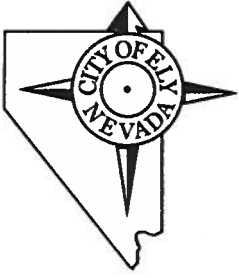
\$219,061.25 has been transferred pursuant to NAC 348A.180 from the City, a local government, located in White Pine County to the Nevada Rural Housing Authority, a local government, located within White Pine County for the purpose of providing a means of financing the costs of single family residential housing that will provide decent, safe and sanitary dwellings at affordable prices for persons of low and moderate income.

This certificate is being filed within five (5) days of the transfer being made in accordance with NAC 348.260.

CITY OF ELY, NEVADA

By _____
Jennifer Lee, City Clerk

cc: Diane Arvizo, Nevada Rural Housing Authority



CITY OF ELY

501 Mill Street Ely, Nevada 89301

City Hall (775) 289-2430

Fax (775) 289-1463

July 6, 2020

TO: MAYOR ROBERTSON AND CITY COUNCIL MEMBERS

FROM: MIKE CRACRAFT

PUBLIC WORKS JUNE 2020 REPORT

- **PUBLIC WORKS**

1. **COMPLETED PROJECTS**

- a) Durapatched/cracksealed Lund for White Pine County.
- b) Belfort road stabilization project done.
- c) First chip on Belfort and Second chip on Mill Street is planned for end of July.
- d) First Avenue D stabilization project is also planned for July.
- e) WPC Road Dept. owes City more hours; see attached.

2. **NEW PROJECTS:**

- a) Landfill donated three boulders for White Pine Museum Cave Bear mural landscaping.
- b) Submitted grant application for Broadbent Park concession stand/restrooms renovation to Tour & Rec. and received award of \$9,000; Councilman Carson will be working with Executive Director Horvath for additional funding.

3. **WEED CONTROL:**

- a) Tri-County Weed sprayed along City roads and alleyways in June.

- **PARKS**

Parks are up and running. Just a reminder, the Cemetery and Broadbent Park are manually watered every other day.

- **CEMETERY**

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

- **RECYCLING CENTER**

We're continuing to collect aluminum and non-ferrous metal; current market conditions attached.

- **CITY HALL**

The Dutch door next to the front counter will be installed in July.

- **MAINTENANCE**

We are servicing all equipment.

Mike Cracraft
Public Works Supervisor

COUNTY/CITY INTERLOCAL AGREEMENT

COUNTY HOURS

Total County Hours as of FY19

103.00

08-12-19	Haul roller	Brian Balch	Mill Street	2.00
08-12-19	Reclaimer & grader	Hubert Brown	Mill Street	8.00
08-12-19	Follow equipment	Trevor Manley	Mill Street	2.00
08-12-19	Flagger	Ryan Middleton	Mill Street	8.50
08-13-19	Grade/roll road	Hubert Brown	Mill, Bobcat Dr, Ave M	10.00
08-13-19	Haul reclaimer & roller	Steve Campbell	Mill, Bobcat Dr, Ave M	3.50
08-13-19	Flagger	Kenny Dingey	Mill, Bobcat Dr, Ave M	5.50
08-13-19	Traffic Control	Rob Leslie	Mill, Bobcat Dr, Ave M	4.00
08-13-19	Fogseal	Gerald Lopez	Mill Street & Bobcat Dr	6.00
08-13-19	Flagger	Ryan Middleton	Mill Street	5.50
08-13-19	Labor & roll road	Martin Troutt	Mill Street	5.00
08-28-19	Labor	Steve Antoniou	Mill Street	3.00
08-28-19	Haul chips	Brian Balch	Mill Street	3.00
08-28-19	Spread chips	Hubert Brown	Mill Street	3.00
08-28-19	Haul chips	Steve Campbell	Mill Street	3.00
08-28-19	Flagger	Kenny Dingey	Mill Street	3.00
08-28-19	Haul chips	Doug Dautre	Mill Street	3.00
08-28-19	Haul chips	Rob Leslie	Mill Street	3.00
08-28-19	Spray Oil	Gerald Lopez	Mill Street	3.00
08-28-19	Flagger	Ryan Middleton	Mill Street	3.00
08-28-19	Help with chip spreader	Charlie Norton	Mill Street	3.00
08-28-19	Help with chip spreader	Jason Rowley	Mill Street	3.00
08-28-19	Roll road	Martin Troutt	Mill Street	3.00

Total County Hours - August 2019

96.00

09-05-19	Flagger	Ryan Middleton	Mill Street	4.00
09-10-19	Roll Road	Hubert Brown	Belford Avenue	10.00
09-10-19	Fogseal	Gerald Lopez	Mill Street & Belford	4.50
09-10-19	Labor	Martin Troutt	Mill Street & Belford	1.00
09-16-19	Haul roller	Steve Antoniou	Belford to Road Shop	1.50
09-16-19	Fogseal	Gerald Lopez	City streets	10.00
09-16-19	Help with hauling rollers	Martin Troutt	Belford to Road Shop	1.50
09-17-19	Fogseal	Gerald Lopez	City streets	8.00
09-18-19	Flush/wash/clean RTC-DT	Gerald Lopez	County Road Shop	5.00

Total County Hours - September 2019

45.50

CITY HOURS

Total City Hours as of FY19

157.00

07-01-19	City of Ely assist w/ pot hole patching In Ruth	8.00
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Total City Hours - July 2019

8.00

09-18-19	Gerald Lopez - Flush/wash/clean RTC-DT	5.00
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Total City Hours - September 2019

5.00

05/13/20	(4) City employees - Crackseal Ruth	74.00
5/14/20		

Total City Hours - May 2020

74.00

06/08/20	City employees - Durapatch Ruth	97.00
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Total City Hours - June 2020

97.00

COUNTY/CITY INTERLOCAL AGREEMENT

05-28-20	Mechanic look at City sweeper	Charlie Norton	County Road Shop	0.50
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Total County Hours - May 2020

0.50

06-17-20	Haul rollers from Lund	Gerald Lopez	to Belfort Avenue	3.00
06-17-20	Road sealer project (water trk)	Steve Campbell	Belfort Avenue	10.00
06-17-20	Road sealer project (oil truck)	Gerald Lopez	Belfort Avenue	8.00
06-17-20	Road sealer project (grinder)	Trevor Manley	Belfort Avenue	4.00
06-18-20	Haul R-3 from Belfort Avenue	Gerald Lopez	to County Shop	1.00

Total County Hours - June 2020

26.00

TOTAL COUNTY HOURS				
Trade hours ending FY19				103.00
Total County Hours - August 2019				96.00
Total County Hours - September 2019				45.50
Total County Hours - May 2020				0.50
Total County Hours - June 2020				26.00

Total County Hours as of 06.18.2020

271.00

White Pine County owes City of Ely

70.00

TOTAL CITY HOURS	
Trade hours ending FY19	157.00
Total City Hours - July 2019	8.00
Total City Hours - September 2019	5.00
Total City Hours - May 2020	74.00
Total City Hours - June 2020	97.00

Total City Hours as of 06.16.2020

341.00



WHITE PINE COUNTY TOURISM AND RECREATION BOARD

Bristlecone Convention Center & Visitors Bureau

June 24, 2020

Mike Cracraft
City of Ely
501 Mill St
Ely, NV 89301

Dear Mike:

It is my pleasure to inform you that the White Pine County Tourism and Recreation Board awarded the City of Ely a 2020-2021 Capital Improvement Project Grant in the amount of \$9,000.00 for the Broadbent Park Restroom Remodel Project. The grant number is **CAP 010-20**. Please note that disbursement of these funds is subject to the state's approval of the fiscal 2020-2021 budget as submitted by the Board and are not available until after July 1, 2020.

Current Board policy dictates that in order to receive any new funding through the Capital Improvement Project Grant, all paperwork including your Financial Outlay Report for any previous year's funding must be turned in to the Administrative Office at fiscal year end or 60 days after project completion, whichever comes first. These reports must be on file at the office before new funding will be disbursed.

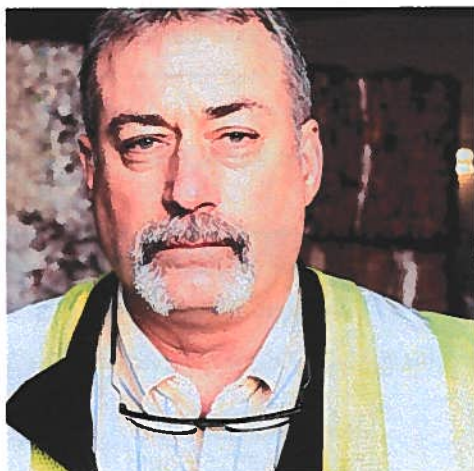
The White Pine County Tourism and Recreation Board is pleased to have been able to assist you with your funding and wish you success with your project.

Sincerely,

Kyle Horvath
Director
White Pine County Tourism and Recreation Board

Smokey Peck

President - Interwest Paper / Pro Baler Services / Pro Polymers



Recycling Market Update

Here is our quick overview on recycling markets in the West. Pricing is a net overall, because we cover a large geographic area. Actual net returns / changes may vary per customer.



OCC Corrugated Cardboard: Overall OCC markets have seen a large decrease in value for June, about a -\$30.00 per ton drop in all markets, domestic and exports. Pricing has dropped due to a lower demand for cardboard output, mainly due to the virus and the economic toll to the global economy. July prices are expected to be higher than June, returning the trend of improving paper markets.



Office Pack / White Grades: Pricing has slowed for white grades, but is still very high. The demand for white paper is very high due to the use in the tissue industry for items such as paper towels, tissues, and toilet paper. We may see this price drop some over the Summer with small ups and downs predicted, but overall the industry will remain higher priced for quite some time.



Mixed Paper / Newspaper: Prices for clean papers have seen a small decrease this month, even for clean and dry papers. The small price adjustment down is economic driven and is due to sales of finished product being slower. Pricing is still good in most areas. It is critical to keep your mixed paper clean and dry for maximum value.



Post - Consumer Plastics: Market is priced very low. Plastics are derived from Oil. With oil pricing for raw material hitting historical lows, resin prices are also dropping just as fast. The plastic recycling market sits lower than virgin resins, and with the price of virgin dropping, it is harder to push to purchase material's with recycled content. Pricing is very low this month for most grades.



Plastics Films: Pricing is sluggish with Oil and virgin resin prices remaining low in price. We are seeing virtually all grades of plastic remaining low in value on pricing. Films are still in healthy demand as more domestic opportunities are upcoming into the market. The market is improving, just the value of the raw material has seen price drops keeping the price low.



Printer Grades: Print grades are seeing pricing hold their ground for the month. White grades in general are seeing movement up in value and pricing is beginning to increase again. All grades of paper are seeing pricing hold for June, and we hope that the trend continues for the summer months ahead of healthy markets.



Metals / Non Ferrous Metal markets have seen some price increases for the month. Ferrous grades are seeing some improvement. Aluminum and other high end metals are seeing markets stabilize. Markets are much more stable in June than past months with pricing being much more steady. For now, some items are priced low but are starting to see some traction upward.



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575 West 3615 South
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RESOLUTION 2020-2

**A RESOLUTION AMENDING THE EMERGENCY MEDICAL SERVICE (EMS)
BILLING RATE SCHEDULE.**

WHEREAS, N.R.S. 266.105 empowers the Ely City Council to pass resolutions necessary or proper for the municipal government and the management of the affairs of the city, for execution of all powers vested in the City; and

WHEREAS, the City Council has determined that fees should be assessed for certain Ely City Fire Department Emergency Medical Services; and,

WHEREAS, the City Council is amending the fees to comply with general billing practices for these services; and;

WHEREAS, the City Council wishes the Ambulance Service to generate revenues to be collected through invoicing to assist with self-sustaining the operational and capital costs; and

WHEREAS this is an Ambulance Service Franchise created under ordinance 720; and

WHEREAS City Code 1-11-10 requires amendments to the fees specified in the franchise agreement must be approved by the City Council by resolution and only following a public hearing; and

WHEREAS, this resolution shall be accounted for in the General Fund and used to support fire/ambulance operations and other General Fund fiscal needs.

NOW THEREFORE BE IT RESOLVED AND ORDERED by the City Council of the City of Ely that the following service fees shall be adopted effective July 10, 2020:

Emergency Medical Services (EMS) Rate Schedule			
Code:	Description:	Current rate:	Proposed rate:
EMS18	BLS non-emergent	\$750.00	\$750.00
EMS19	BLS Emergent	\$750.00	\$1,050.00
EMS20	ALS non-emergent	\$750.00	\$1,025.00
EMS21	ALS Emergent Level 1	\$750.00	\$1,150.00
EMS22	ALS Emergent Level 2	\$ 750.00	\$1,325.00
EMS23	Treatment No Transport	\$0.00	\$300.00
EMS24	Jail Service Call	\$0.00	\$0.00
EMS25	BLS/ALS Transport Mileage	\$12.00/20.00	\$32.00
EMS26	Standby Time	\$0.00	\$75.00 (per hour)

NOW THEREFORE, BE IT RESOLVED this ____ day of _____, 2020, that the amended Emergency Medical Service Billing Rate Schedule established herein is adopted and shall be imposed on the ____ day of _____, 2020.

DATED this ____ day of _____, 2020.

AYES: _____

NAYS: _____

ABSTAIN: _____

APPROVED:

ATTESTED TO BY:

CITY OF ELY

NATHAN ROBERTSON, MAYOR

JENNIFER LEE, CITY CLERK



City of Ely Fire Department

1780 Great Basin Blvd.
Ely, Nevada 89301

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

EMS Rates comparison

June 8, 2020

Scenario #1:

Patient calls 911 for trouble breathing. EMS arrives and will perform the following ALS assessment, give oxygen, medications, IV and cardiac monitoring. Patient lives 15 miles away from ER.

Current EMS Rates	Current Rate (Per Item) Billing Model	New Rate Billing Proposal	If \$100 Less on Discussed Change
ALS1 Base Rate	\$750	\$1,150 (ALS Level 1)	\$1,050
ALS Supplies IV Therapy	\$100	Included	Included
Oxygen Administration	\$50	Included	Included
Drug Administration	\$50	Included	Included
Blood Glucose Testing	\$40	Included	Included
Cardiac Monitoring	\$100	Included	Included
Initial Patient Cost	\$1,090.00	\$1,150.00	\$1,050.00
Millage Added	\$ 300.00	\$ 480.00	\$ 480.00
Total Billing	\$1,390.00	\$1,630.00	\$1,560.00

This patient would see an increase of \$240 at the new rate, discussed Change \$140, either likely would be paid by insurance and not by patient. The largest majority of the increased billing is from mileage in this example.

Without mileage patient billing increased by \$60, discussed change would be \$ -40 loss from current rates less mileage.

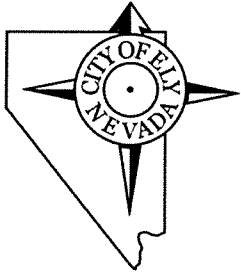
Scenario #2

Patient calls 911 for severe allergic reaction. EMS arrives and will perform the following: ALS Assessment, give oxygen, medications, IV and cardiac monitoring. Patient lives 5 miles from ER.

Current EMS Rates	Current Rate (Per Item) Billing Model	New Rate Billing Proposal	If \$100 Less on Discussed Change
ALS2 Base Rate	\$750	\$1,325 (ALS level 2)	\$1,250
ALS Supplies IV Therapy	\$100	Included	Included
Oxygen Administration	\$50	Included	Included
Drug (Benadryl)	\$50	Included	Included
Drug (Epinephrine)	\$50	Included	Included
Drug (Albuterol)	\$50	Included	Included
Blood Glucose Testing	\$40	Included	Included
Cardiac Monitoring	\$100	Included	Included
Consumable supplies fee	\$25	Included	Included
Initial Patient Cost	\$1,215.00	\$1,325.00	\$1,250.00
Mileage Added	\$ 100.00	\$ 160.00	\$ 160.00
Total Billing	\$1,315.00	\$1,485.00	\$1,410.00

This patient would see an increase of \$170 at the new rate, discussed change \$95, either likely would be paid by insurance and not by patient. The largest majority of the increased billing is from mileage in this example.

Without mileage patient billing increased by \$110 proposed and \$35 discussed change.



CITY OF ELY

501 Mill Street Ely, Nevada 89301

City Hall (775) 289-2430

Fax (775) 289-1463

Date: 07/01/20

To: Mayor Robertson
City Council Members

From: Michael Sturgeon- Street Department

Subject: Monthly Report June – Street Department

During June we had a Johnston sweeper demonstrated to us and the county road department to compare with the Elgin sweeper that was demonstrated last month. The purchase would be a joint purchase through the RTC to benefit both departments. We worked with the county quite a bit during June taking advantage of our interlocal agreement. We used the durapatch machine in Ruth at the beginning of June and then in Lund at the end of June. The county road department assisted us with a second oil stabilization on Belfort street in preparation of a chip seal later this summer. We hauled two tank loads of crs-2 oil from Salt Lake to be used in our dura patch and cold mix projects. We did a small cold mix project on 11th Street in Ely to fix a bad section of road above high street. We hauled approximately 500 ton of cold mix to be used in road maintenance. During July the county road department will assist us as we plan to do a regrind of the section of Avenue D between the Prospector and Wheeler Machinery along with a soil stabilization to prep for a future chip overlay.

Marietta, thanks for reaching out to me. Your strive to make the horse racing event safe for everyone is admirable. As we discussed, below is a draft of the guidelines for the event.

Guidelines for the White Pine Horse Races

Goals:

1. Provide a safe event in the midst of a pandemic.
2. Provide reassurance to the participants.
3. Prevent community spread of COVID-19 in an area of low healthcare capacity.

Preamble:

Whereas White Pine Horse Races is hosting a mass gathering public event, promoting current best practices to staff and participants is crucial for its success. Preventing an outbreak originating from the venue will instill public confidence for future events.

General Principles of Best Practices:

1. Washing hands
 - a. Hand washing station scattered throughout the venue is recommended.
 - i. May be portable sink with water and soap.
 - ii. May be hand sanitizer with at least 60% alcohol.
 - b. Staff working with the public will be at highest risk. Having hand sanitizer available in their work station will be important.
2. Keeping distance, minimum 6 feet.
 - a. We discussed marking the floors for line-up areas.
 - b. Spread out the vendors.
 - c. Betting stations with every other service window open.
 - d. Limit and/or spread out seating. Benches may be marked for a visual cue on distancing for the attendees.
3. Wearing mask or face covering- for the courtesy of others.

a. Whereas this is a high profile event, encouraging the public to follow the Governor's Directives is recommended. Directive 024 requires Nevadans wear mask in public. The Directive also lists exceptions, which is why I do not expect enforcement, but rather encouragement.

b. All staff should be wearing a mask.

c. You may provide masks to attendees, but I would still encourage people to bring their own from home.

Best practices under the circumstance also include:

1. Keeping enclosed areas ventilated, including jockey's lounge.

2. Checking the temperature of staff upon entrance. Turn away those with a temperature of 100.4 F and above.

3. Staff member who feel ill should stay at home.

Tips:

1. Use mass media to advise the public in advance of modifications and practices to be expected at the event. Inform the public that,

a. Use of mask will be required unless exempt by the Directive.

b. Social distancing will be encouraged and promoted with marked floors and benches.

c. Encourage those who are ill or exposed to COVID-19 to stay at home.

- Examples of mass media include local paper, event website, radio, social media, promotion devices.

2. Signage

a. I would encourage posting a sign at the entrance with general information and ground rules to demonstrate that White Pine Horse Race is committed to the safety of all attendees. These may include,

i. General Principles and Practices listed above

ii. Directing location of hand-washing stations

iii. Encouraging those who are ill or exposed to COVID-19 to stay at home. (*We love your business but we also love everyone else's*)

If I think of anything else, I'll let you know. Everything is a work in progress and I don't know how things will develop until then. Please feel free to reach me for any questions.

David Byun, D.O.

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NOTE:

In addition to the above, we will be taking temperatures of all participants and visitors. Each individual, after having received a normal test result will wear a colored wrist band designated for that particular day. This will make it easy to determine that someone has been tested and has approval to be at the Fairgrounds.

Marietta Henry

Board Chairman, White Pine Horse Races