



NEVADA PUBLIC AGENCY INSURANCE POOL MEMBER COVERAGE SUMMARY

Prepared For:

Ely, City of

Prepared By:

LP Insurance Services, Inc.

**THANK YOU FOR
YOUR SERVICE!**



Dear POOL Member:

On behalf of all the POOL/PACT staff and Members, thank you for your continuing commitment to serving your communities. In unprecedented times your leadership and support make all of us stronger to fulfill our mission. The POOL remains committed to each Member's financial security and overall success.

We are pleased to provide this Member Coverage Summary for your review. One of the most significant changes for 2020-2021 fiscal year is the addition of a new separate POOL Cyber Risk Coverage Form and a revised POOL Coverage Form for property and liability coverage. Overall, these form changes enhance and clarify your POOL coverages.

The POOL continues to offer extensive risk management services, such as our premier POOL/PACT HR services. The POOL continually improves and increases enrollment in the Absorb eLearning program, Target Solutions Fire/EMS training, and KnowBe4 email security training. Currently, over 8,000 POOL Member's employees are enrolled in these POOL funded online training programs.

We encourage you to discuss the POOL's services with staff and your agent. Our website regularly is updated so please visit www.poolpact.com to utilize a growing base of HR and risk management information as well as your coverage documents.

We extend our thanks to all Member volunteers who serve on our boards and committees. These volunteers do a superb job of representing the interests of the Members of your POOL.

Sincerely,

Wayne Carlson
Executive Director
Nevada Public Agency Insurance Pool



NEVADA PUBLIC AGENCY INSURANCE POOL COVERAGE SUMMARY

RENEWAL PROPOSAL	COVERAGE PERIOD	NAMED ASSURED	MAINTENANCE DEDUCTIBLE
	07/01/2020 – 07/01/2021 Standard Time	Ely, City of	\$ 500

Property Coverage

Coverage	Limit per Loss	
Property	\$300,000,000	Per Schedule of Locations

The following sub-limits apply to Section V. C. Extensions of Property Coverage:

Accounts Receivable	\$5,000,000 per loss
Arson Reward	10% up to \$25,000 per loss
Debris Removal - Mold/ Asbestos	\$100,000
Earthquake	\$150,000,000 aggregate
Flood	\$150,000,000 aggregate \$25,000,000 aggregate - Flood Zone A
Equipment Breakdown	\$100,000,000 per loss
<ul style="list-style-type: none"> • Loss of Income & Extra Expense 	included
<ul style="list-style-type: none"> • Hazardous Substance Coverage 	\$250,000 per loss
<ul style="list-style-type: none"> • Spoilage Coverage 	\$250,000 per loss
<ul style="list-style-type: none"> • Data Restoration 	\$100,000 per loss
<ul style="list-style-type: none"> • Electrical Risk Improvements 	\$10,000
Expediting Expenses	\$25,000 per loss
Unintentional Errors and Omissions	\$5,000,000 per loss
Money and Securities	\$500,000 per loss
Ordinance or Law – LEED Building	\$500,000
Agreed Value Vehicles	Per Attachment D, if applicable



NEVADA PUBLIC AGENCY INSURANCE POOL COVERAGE SUMMARY

Liability Coverage

The Limits of Liability are as follows:

Coverage	Limit per Named Assured	Annual Aggregate Limit per Named Assured
Per Event	\$10,000,000	\$10,000,000
<i>All Sublimits are a part of and not in addition to the Limits of Liability.</i>		
<i>Liability Sublimits:</i>		
<ul style="list-style-type: none"> Additional Insured (Lessors) (Section I, item 2) 	\$2,000,000	
<ul style="list-style-type: none"> Weed Spray Property Damage (Section IV, item 3 (B) (2) (ix)) 	\$250,000	\$250,000
<ul style="list-style-type: none"> Emergency Response to Pollution (Section IV, item 3 (B) (2) (v)) 	\$1,000,000	\$1,000,000
<ul style="list-style-type: none"> Criminal Defense Fees and Costs (Section VI, part C, item 4) 	\$50,000	\$50,000
<ul style="list-style-type: none"> Defense for Regulatory Agency Actions (Section VI, part C, item 16) 	\$50,000	
Sexual Abuse Sublimit (Section VI, part C, item 21)	\$2,500,000	\$2,500,000
<i>Retroactive Date</i>		<i>May 1, 1987 except as shown in Attachment C</i>



NEVADA PUBLIC AGENCY INSURANCE POOL COVERAGE SUMMARY

Cyber Risk Security Coverage

The Limits of Liability are as follows: Privacy or Security Liability Limits	\$3,000,000	Each Named Assured Member/Annual Member Aggregate
Security Failure/ Privacy Event Management Coverage Sublimit	\$100,000	Each Named Assured Member
Network Interruption Coverage Sublimit	\$250,000	Waiting Hours Period: 12 Hours
Proof of Loss Preparation Costs Sublimit	\$50,000	Each Named Assured Member
Retroactive Date: July 1, 2013		

Environmental Liability Coverage

The Limits of Liability are as follows:

Coverage A	Third Party Claims for Bodily Injury, Property Damage or Remediation Expense
Coverage B	First Party Remediation Expense
Coverage C	Emergency Response Expense
Coverage D	Business Interruption

COVERAGE	DEDUCTIBLE	EACH INCIDENT LIMIT	AGGREGATE LIMIT
A,B,C	\$25,000	\$2,000,000	\$10,000,000

COVERAGE	DEDUCTIBLE	BUSINESS INTERRUPTION LIMIT (Days)	BUSINESS INTERRUPTION LIMIT (\$)
D	3 Days	365	\$2,000,000



NEVADA PUBLIC AGENCY INSURANCE POOL COVERAGE SUMMARY

Member Contribution:

Total Cost:	\$187,130.61
Agent Compensation:	\$13,093.69
Total Program Cost Including All POOL Services:	\$200,224.30



NEVADA PUBLIC AGENCY INSURANCE POOL

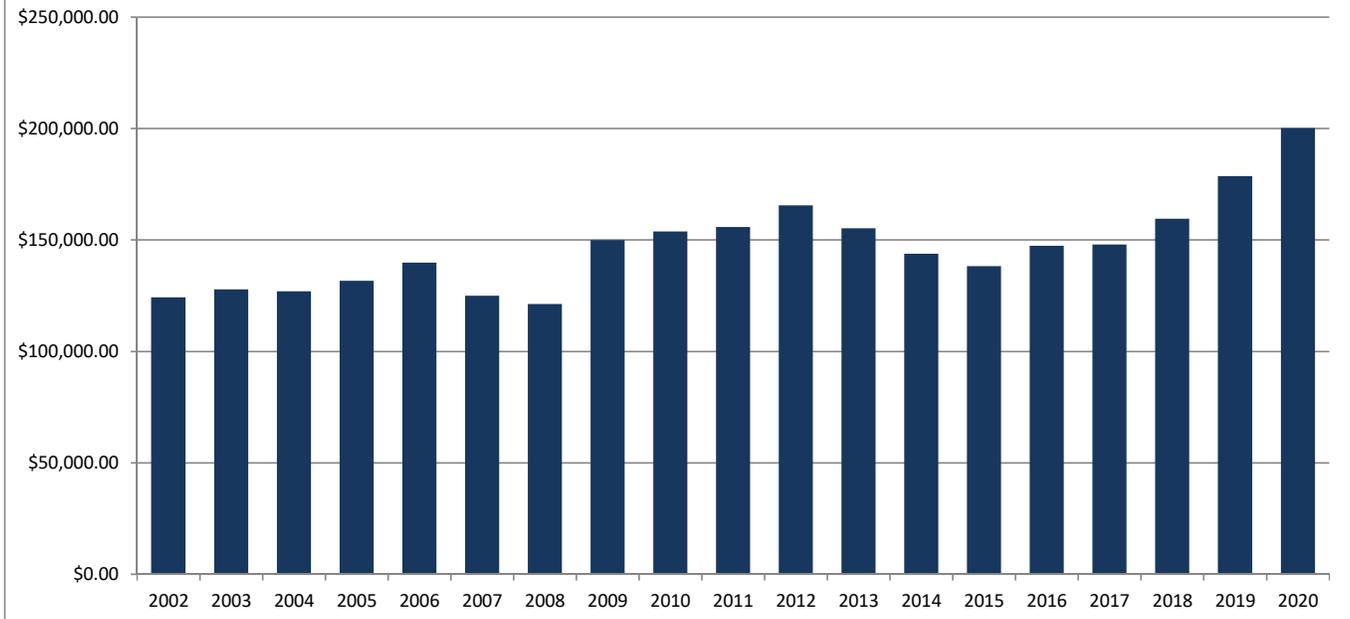
***Historical Member Data
& Loss Experience***



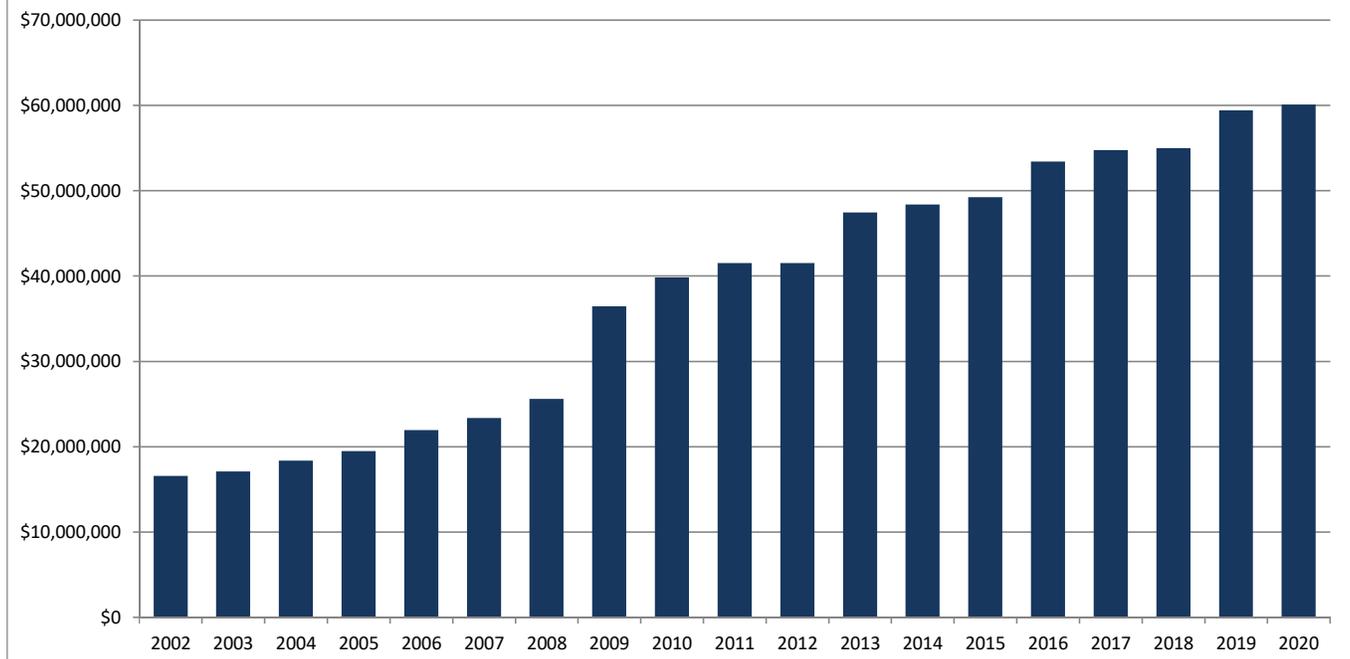
2020 Member Exposure Data

Ely, City of

2020 NPAIP Total Program Cost



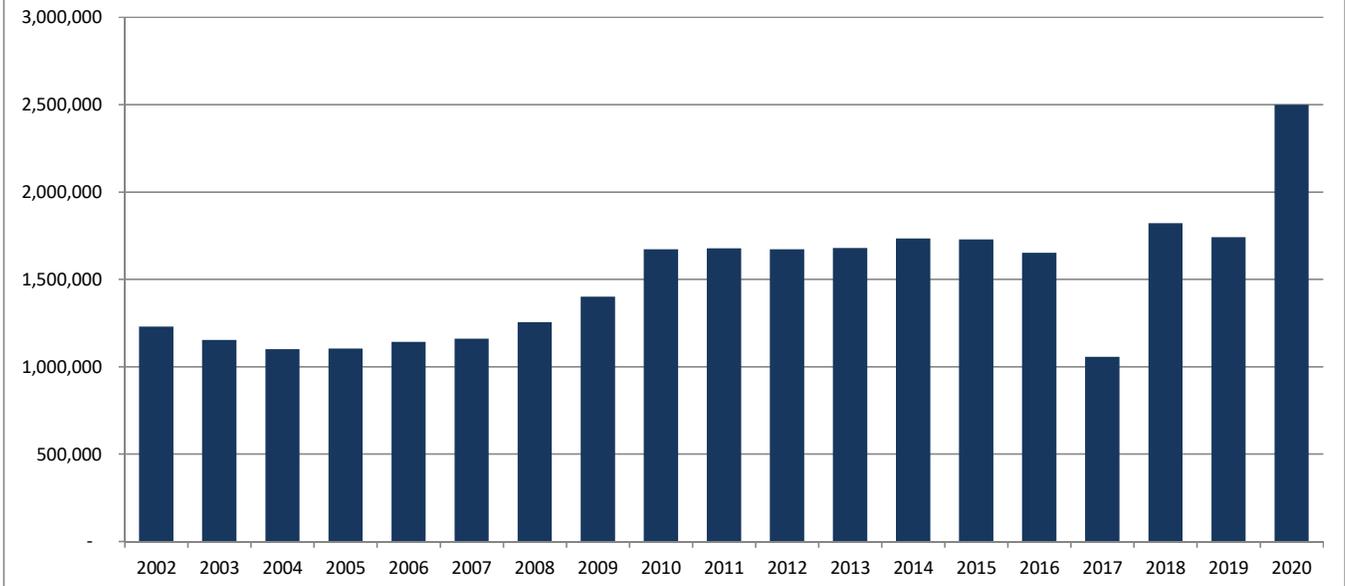
2020 Total Insured Values



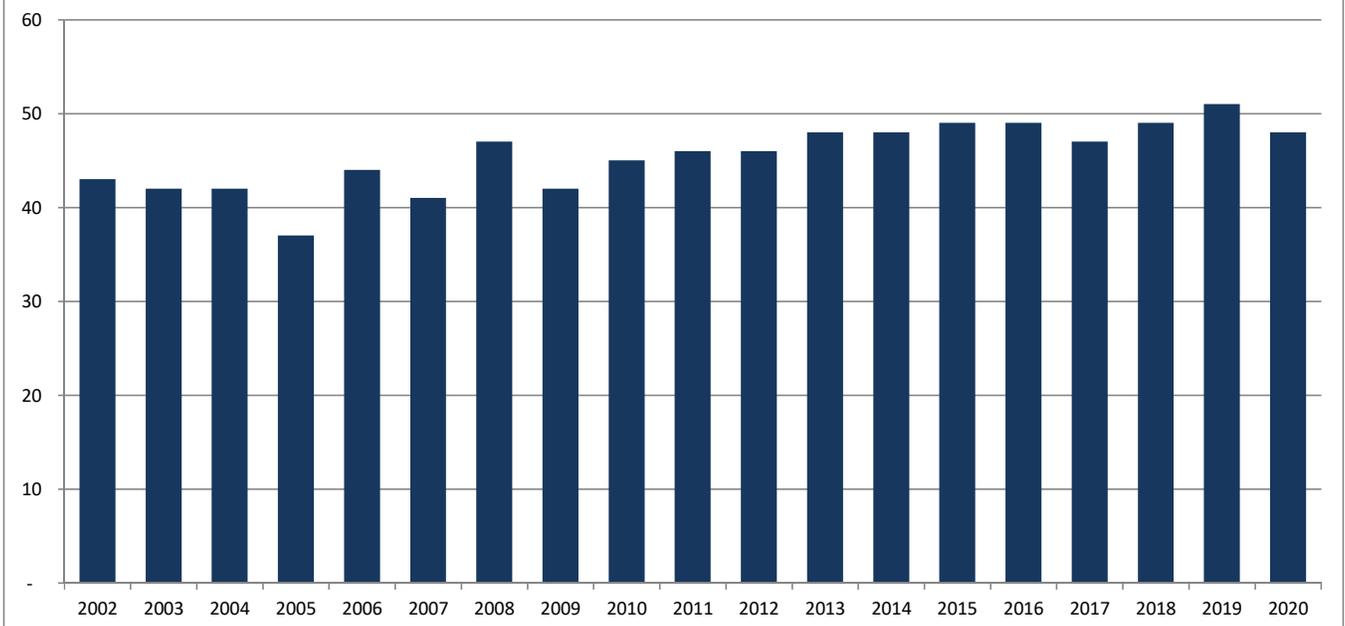


2020 Member Exposure Data Ely, City of

2020 Total Payroll

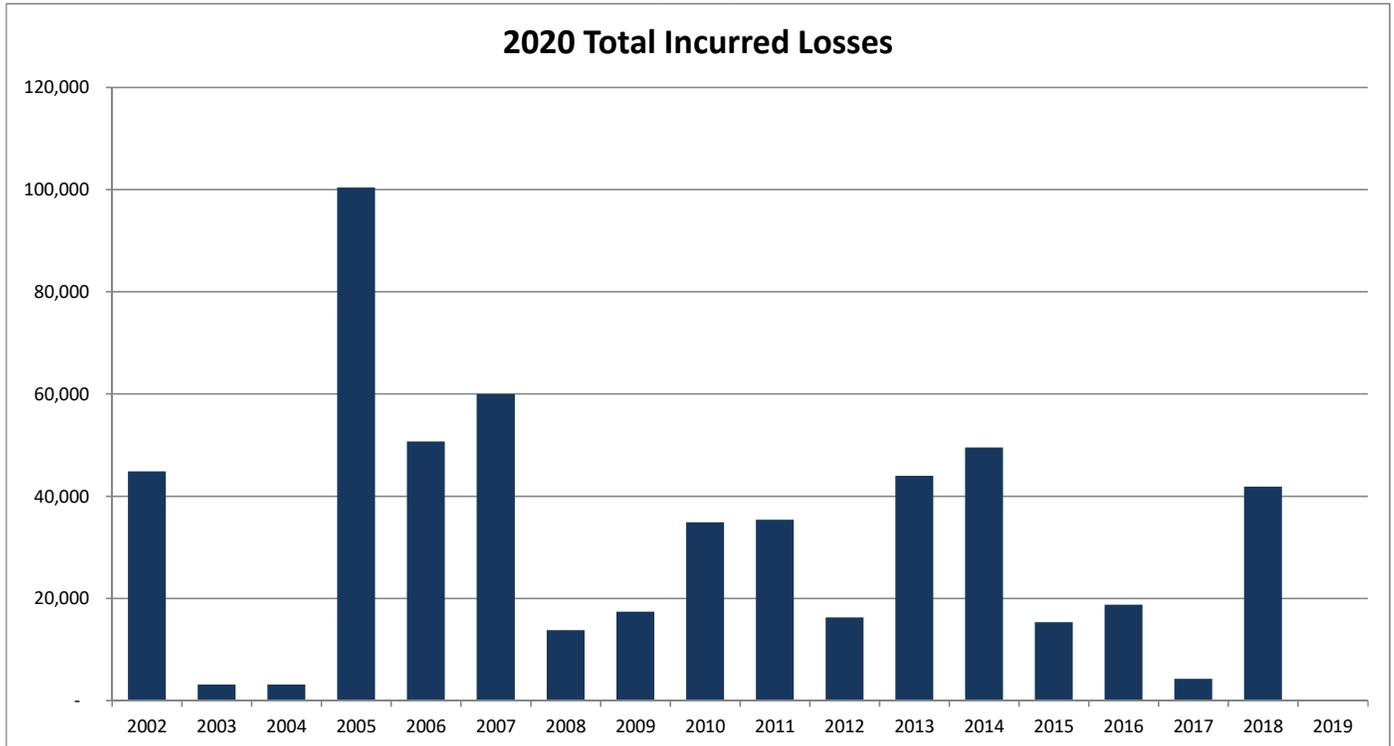


2020 Auto Count





2020 Member Loss Data Ely, City of





STATE OF THE MARKET

Property:

Two years of combined loss ratios exceeding 100%, along with the previous prolonged soft market, have driven the market correction and insurers' push to return to profitability.

The market is hardening and rate increases are accelerating with each succeeding month. Underwriters continue to take a more critical look at exposures, restricting many coverage terms previously offered in the soft market.

If we get through the next hurricane season without a major U.S. landfall one might expect that the good news for insurers would, as in the past, push the supply and demand curve eventually in the buyer's favor.

We also expect that rate increases and capacity deployment will become more predictable by the end of 2020 as most of the re-underwriting by major property insurers should be completed.

Casualty:

The median settlement of the top 50 U.S. verdicts nearly doubled over the last four years (\$54M in 2018 vs. \$28M in 2014).

Reviver statutes that are aimed at abuse create a specter of unending litigation, legitimate and spurious, for schools, health care institutions and non-profits when statutes of limitations are abandoned or extended. Fear of the jury verdict wheel of fortune is also driving higher settlements.

Reinsurer feedback in the public entity sector largely concerns sexual abuse and molestation claims (SAM) as well as law enforcement and jail liability. Of note are exceedingly high demands and awards across the country, forcing underwriters to reevaluate both their limit and coverage offerings in risks where these exposures exist.



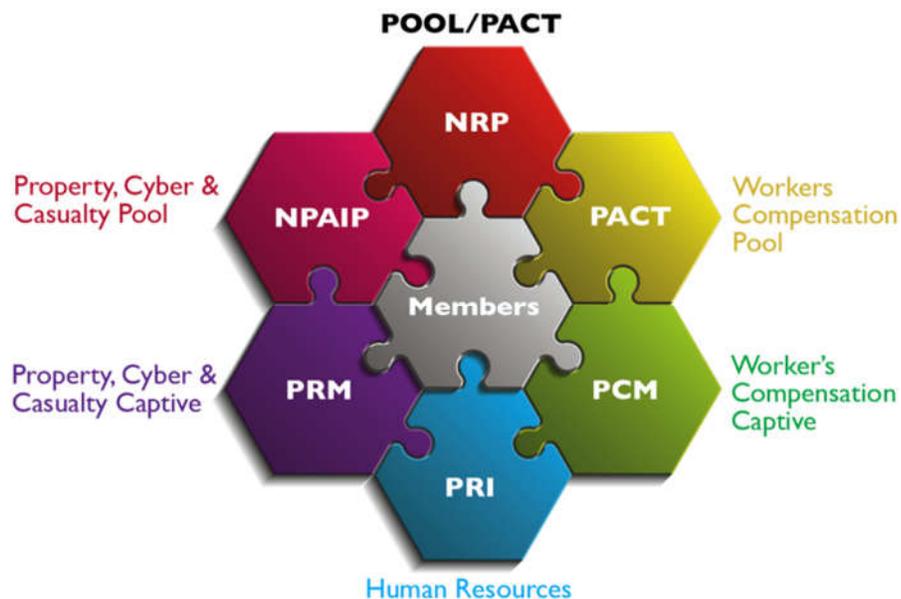
POOL PACT – HERE FOR YOU

Members Helping Members

In 1987, four Nevada counties formed their own risk sharing pool. Now over thirty years later, the majority of Nevada's rural public entities remain committed to each other and the mission of their risk pool organization. POOL/PACT continues to excel in providing an unparalleled level of service to our members. Our mission seeks to help members manage their risks so they can serve the public effectively.

The POOL Board is comprised of dedicated, hardworking, and ethical Member leaders focused on public risk management. They continue to do an excellent job of representing the interests of the Member-owners of POOL/PACT.

Our members continue to see great value in being part of the POOL/PACT because of extensive services, and that keeps membership retention strong. POOL/PACT encourages you to discuss the services we offer with your insurance agent – its valued partner in the POOL program.



POOL Executive Committee

Cash Minor - Chairman (Elko County)
Josh Foli - Vice Chairman (Lyon County)
Geoff Stark - Director (Churchill County)
Dan Murphy - Director (Pershing Co.SD)
Gina Rackley - Director (Humboldt Co)
Ann Cyr - Director (Carson City SD)
Gerry Eick - Director (Incline Village GID)

PACT Executive Committee

Paul Johnson - Chairman (White Pine SD)
Cash Minor - Vice Chairman (Elko County)
Mike Giles - Director (City of Lovelock)
Josh Foli - Director (Lyon County)
Chris Mulkerns - Director (Town of Tonopah)
Cindy Hixenbaugh - Director (Pershing GH)
Elizabeth Frances - Director (White Pine County)



PROGRAMS AND SERVICES AVAILABLE TO POOL/PACT MEMBERS

RISK MANAGEMENT

Training

POOL/PACT provides extensive training. Here are some examples, visit www.poolpact.com for more: Safe Driving Techniques • Blood Borne Pathogens • Ethics • Nevada Open Meeting Law • POOL/PACT 101 • Positive Governance

eLearning

POOL/PACT provides a dynamic eLearning platform, ongoing and timely learning courses, and support for:
• Human Resources • Employee Safety • Cyber Security • Risk Management • Health and Wellness and more. • Emergency Medical Services • Fire Safety

Risk Management On-Site Programs

Risk Control Program Analysis • Infrared Thermography (IRT) • Safety Policies and Procedures Review • Site Surveys • OSHA Compliance Assistance • Safety and Loss Control Committees Review and Development • Traffic Safety Cones • Improved Security Systems • On-site Respirator Fit and Fire Extinguisher Training • Swimming Pool Safety Training and Inspections • School and Bus Safety Training. • Accident Investigation Claims Analysis • Hazard Communication Program Review and Development

Law Enforcement and Fire Protection

On-line Law Enforcement training, policies, and best practices from the Legal Liability Risk Management Institute • Fire and EMS training, policies, and best practices from TargetSolutions. Jail safety and best practice review is being provided to all members operating correction facilities.

Risk Management Grant Program

POOL/PACT provides Loss Control grants to help mitigate or eliminate risk to employees and liability exposure. Five, \$2,000 risk management grants are available to each member each year.

24-7-365 Workers Comp Nurse Triage Program

PACT members are eligible to use our innovative and streamed lined WC information and reporting system for non-life-threatening on-the-job injuries

Cyber-Security

All POOL members are provided a KnowBe4 online account subscription. Ongoing and updated Cyber Security training • Best Practices • Practice guidelines • Network assessments • Virtual Risk Officer

MSDSonline

OSHA and state compliance with safety data sheet management and updates are available online to ensure compliance and updated information.

For additional information contact Marshall Smith, POOL/PACT Risk Manager,
(775) 885-7475 email: marshallsmith@poolpact.com website: www.poolpact.com



PROGRAMS AND SERVICES AVAILABLE TO POOL/PACT MEMBERS

HUMAN RESOURCES

A variety of services are offered through POOL/PACT HR. We work with each member individually to address their specific HR-related needs and reduce liability. The basic services include:

- Consultation with members to manage and resolve critical employment-related issues to include identifying options, providing step-by-step guidance, monitoring progress, and answering questions.
- Instructor-led training courses, workshops, and certificate programs.
- eLearning and live online training courses.
- Webinars on HR-related topics.
- On-site assessments of members' HR practices with recommendations.
- Communication issued as "Alerts" to notify members when a significant HR-related law or practice has changed.
- On-site HR Briefings tailored to specific needs/requests of members.
- Sample personnel policies which may be adopted for use by members.
- Sample job description templates and numerous HR forms that can be tailored for use by members.
- Salary schedule database available on our website for member reference.
- Summary of HR-related legislation produced each legislative session.
- HR Scholarships to assist member HR representatives in attaining nationally recognized HR certifications.
- Annual HR Conference providing HR representatives and CEOs valuable information on communication, leadership, and legal compliance.

For additional information contact Stacy Norbeck, POOL/PACT Human Resources Manager,
(775) 885-7475 email: stacynorbeck@poolpact.com website: www.poolpact.com



POOL PACT CONTACTS

Nevada Risk Pooling (NRP)

(775) 885 7475

Wayne Carlson, Executive Director
waynecarlson@poolpact.com

Michael Rebaleati, Chief Operations Officer
mikerebaleati@poolpact.com

Alan Kalt, Chief Financial Officer
akalt@poolpact.com

Marshall Smith, Risk Manager
marshallsmith@poolpact.com

Mike Van Houten, eLearning Administrator
eLearning@poolpact.com

Willis Re Pooling

Mary Wray, Executive Vice President
(312) 288 7081
Mary.wray@willistowerswatson.com

Stephen Romero, Vice Preseident
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Amalia.lyons@willistowerswatson.com

Courtney Giesseman, Vice President
(614) 326 4739
Courtney.giesseman@willistowerswatson.com

Davies Claims Solutions

Donna Squires – Claims Manager
(775) 329 1181
Donna.squires@ascrisk.com

Margaret Malzahn – WC Claims Supervisor
(775) 329 1181
Margaret.malzahn@ascrisk.com

Pooling Resources, Inc. (PRI)

(775) 887 2240

Stacy Norbeck, General Manager
stacynorbeck@poolpact.com

Jeff Coulam – Sr. HR Business Partner
jeffcoulam@poolpact.com



NPAIP MEMBERSHIP

Counties:

Churchill County
Douglas County
Elko County
Esmeralda County
Eureka County
Humboldt County
Lander County
Lincoln County
Lyon County
Mineral County
Nye County
Pershing County
Storey County
White Pine County

Towns:

Town of Gardnerville
Town of Genoa
Town of Minden
Town of Pahrump
Town of Round Mountain
Town of Tonopah

School Districts:

Carson City School District
Churchill County School District
Douglas County School District
Elko County School District
Esmeralda County School District
Eureka County School District
Humboldt County School District
Lander County School District
Lincoln County School District
Lyon County School District
Mineral County School District
Nye County School District
Pershing County School District
Storey County School District
White Pine County School District

Cities:

Boulder City
City of Caliente
City of Carlin
City of Elko
City of Ely
City of Fernley
City of Lovelock
City of Wells
City of West Wendover
City of Winnemucca
City of Yerington

Fire Districts:

Mt. Charleston Fire Protection District
North Lake Tahoe Fire Protection District
North Lyon County Fire Protection District
Pahrnagat Valley Fire District
Tahoe Douglas Fire Protection District
Washoe County Fire Suppression
White Pine Fire District

Others:

Central Nevada Historical Society
Central Nevada Regional Water Authority
County Fiscal Officers Association of Nevada
Douglas County Redevelopment Agency
Elko Central Dispatch
Elko Convention & Visitors Authority
Humboldt River Basin Water Authority
Mineral County Housing Authority
Nevada Association of Counties
Nevada Commission for the Reconstruction of the V & T Railway
Nevada League of Cities
Nevada Risk Pooling, Inc.
Nevada Rural Housing Authority
Pooling Resources, Inc.
Regional Transportation Commission of Washoe County
Truckee Meadows Regional Planning Agency
U.S. Board of Water Commissioners
Virginia City Tourism Convention
Western Nevada Regional Youth Center
White Pine County Tourism

Special Districts:

Alamo Water & Sewer District
Amargosa Library District
Beatty Library District
Beatty Water & Sanitation District
Canyon General Improvement District
Carson-Truckee Water Conservancy District
Carson Water Subconservancy District
Churchill County Mosquito, Vector and Weed Control District
Coyote Springs General Improvement District
Douglas County Mosquito District
Douglas County Sewer
East Fork Swimming Pool District
Elko County Agricultural Association
Elko TV District
Fernley Swimming Pool District
Gardnerville Ranchos General Improvement District
Gerlach General Improvement District
Humboldt General Hospital
Incline Village General Improvement District
Indian Hills General Improvement District
Kingsbury General Improvement District
Lakeridge General Improvement District
Lincoln County Water District
Logan Creek Estates General Improvement District
Lovelock Meadows Water District
Marla Bay General Improvement District
Mason Valley Swimming Pool District
Minden Gardnerville Sanitation District
Moapa Valley Water District
Nevada Association of Conservation Districts
Nevada Association of School Boards
Nevada Association of School Superintendents
Nevada Tahoe Conservation District
Northern Nye County Hospital District
Pahrump Library District
Palomino Valley General Improvement District
Pershing County Water Conservation District
Sierra Estates General Improvement District
Silver Springs General Improvement District
Silver Springs Stagecoach Hospital
Skyland General Improvement District
Smoky Valley Library District
Southern Nevada Area Communication Council
Southern Nevada Health District
Stagecoach General Improvement District
Sun Valley General Improvement District
Tahoe Douglas District
Topaz Ranch General Improvement District
Tahoe Reno Industrial General Improvement District
Tonopah Library District
Walker Basin Conservancy
Walker River Irrigation District
Washoe County Water Conservation District
West Wendover Recreation District
Western Nevada Development District
White Pine Television District #1
Zephyr Cove General Improvement District
Zephyr Heights General Improvement District

**THANK YOU
FOR YOUR
MEMBERSHIP!**

Jennifer Lee

From: City Attorney <attorney@elycity.com>
Sent: Monday, June 22, 2020 8:40 AM
To: Jennifer Lee
Subject: Fwd: Quote for Appraisal

Get [Outlook for iOS](#)

From: Janelle Wright <Janelle@jswanv.com>
Sent: Saturday, June 20, 2020 9:58 AM
To: City Attorney
Subject: Re: Quote for Appraisal

Caroline,

Assuming I am just preparing a narrative appraisal report addressing the current market value of the vacant property known as APN 001-474-30, below is my bid:

Fee: \$500
Due Date: July 10, 2020

I would also need to know the purpose of the appraisal (i.e. the city is looking to sell it, internal planning, etc).

Thank you for the opportunity to bid on this assignment and please let me know when a decision has been made.

Janelle R. Wright

Nevada Certified General Appraiser

(775) 762-9732

janelle@jswanv.com

From: City Attorney <attorney@elycity.com>
To: <janelle@jswanv.com>
Sent: 6/19/2020 10:47 AM
Subject: Quote for Appraisal

Hi Ms. Wright,

Jennifer Lee

From: gary phillips <gphil70k5@gmail.com>
Sent: Monday, June 22, 2020 11:33 AM
To: jlee@elycity.com
Subject: opening bar at Stardust Ranch

I am sending a letter drafted by my lawyer concerning reopening the bar section only of the Stardust Ranch. I am aware that this subject is on the agenda for the city council this next Thursday.

Respectfully Gary Phillips manager/owner

BUTTELL LAW OFFICE

731 SOUTH SEVENTH STREET
LAS VEGAS, NEVADA 89101
AlanButtelli@mls.com
702 319-7800 Office
702 319-7802 Fax
702 596-1849 Mobile

Date: 22 June 2020

To: Ely City Council
From: Alan J. Buttell, Esq. *AS*
Attorney for Stardust Ranch and
S&G 1966 LLC

Re: Proposal for ongoing business activity

Whereas the Governor's mandate calls for the ongoing closure of certain types of businesses in Nevada for purposes of mitigating exposure to the Covid-19 virus,

And inasmuch as Brothels must remain closed until further determination by the Governor,

And in consideration of balancing the need to adhere to Covid-19 protocols whenever reasonable with the rights and interests of individual business operators and licensees,

And in consideration of Community interests in maintaining the viability of local business interests and the revenues and associated benefits to the community arising therefrom,

It is hereby mutually agreed by the City of Ely and the Stardust Ranch and S&G 1966 LLC that the Brothel License issued to Stardust Ranch and S&G 1966 LLC shall be voluntarily placed in an inactive status and no business activities associated with said license shall be engaged until further proclamation from Nevada's Governor,

And in consideration of the cessation of Brothel related business activities as stated above, that the Liquor license issued to Stardust Ranch and S&G 1966 LLC shall remain intact, active and that all lawful activities associated with said license may be engaged by Stardust Ranch and S&G 1966 LLC,

And at such time as the Governor proclaims that Brothels may once again resume operations, the Brothel license issued to Stardust Ranch and S&G 1966 LLC shall be deemed active and Stardust Ranch and S&G LLC shall be entitled to resume said business activities without further action on behalf of the City of Ely or Stardust Ranch and S&G 1966 LLC.

Respectfully submitted this 22 day of June, 2020

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**NEVADA
HEALTH
RESPONSE**

Breakdown of CARES Act funding distributed to local governments to assist with COVID-19 expenses

Below please find a complete breakdown of federal CARES Act funding that will be distributed to local Nevada governments with populations of less than 500,000 to assist with unanticipated expenditures created by the COVID-19 pandemic. These funds will help in recuperation efforts, as they can be used for expenses already incurred as well as pandemic related costs moving forward. Note: Clark County and the City of Las Vegas received direct funding from the federal government as they have populations that exceed 500,000.

Total Local Government Allocations	\$148,551,100
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Allocations to Counties & Their Incorporated Cities

<i>Carson City, Nevada</i>	<i>\$10,211,415</i>
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Churchill County	\$2,970,142
Fallon	\$1,578,755
Total Churchill County/City Amount	\$4,548,897

<i>Douglas County, Nevada</i>	<i>\$8,931,061</i>
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Elko County, Nevada	\$4,478,588
Carlin	\$415,827
Elko	\$3,734,957
Wells	\$228,641
West Wendover	\$780,338
Total Elko County/Cities Amount	\$9,638,351

<i>Esmeralda County, Nevada</i>	<i>\$159,428</i>
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<i>Eureka County, Nevada</i>	<i>\$370,537</i>
Humboldt County, Nevada	\$1,657,647
Winnemucca	\$1,416,040
<i>Total Humboldt County/City Amount</i>	<i>\$3,073,688</i>
<i>Lander County, Nevada</i>	<i>\$1,010,257</i>
Lincoln County, Nevada	\$750,023
Caliente	\$196,500
<i>Total Lincoln County/City Amount</i>	<i>\$946,523</i>
Lyon County, Nevada	\$5,988,678
Fernley	\$3,921,960
Yerington	\$591,873
<i>Total Lyon County/City Amount</i>	<i>\$10,502,512</i>
<i>Mineral County, Nevada</i>	<i>\$822,706</i>
<i>Nye County, Nevada</i>	<i>\$8,496,059</i>
Pershing County, Nevada	\$894,293
Lovelock	\$333,830
<i>Total Pershing County/City Amount</i>	<i>\$1,228,124</i>
<i>Storey County, Nevada</i>	<i>\$752,945</i>
Washoe County, Nevada	\$20,254,818
Reno	\$46,678,013
Sparks	\$19,176,261
<i>Total Washoe County/Cities Amount</i>	<i>\$86,109,092</i>
White Pine County, Nevada	\$1,020,301
Ely	\$729,204
<i>Total White Pine County/City Amount</i>	<i>\$1,749,506</i>

Coronavirus Relief Fund
Guidance for State, Territorial, Local, and Tribal Governments
April 22, 2020

The purpose of this document is to provide guidance to recipients of the funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"). The CARES Act established the Coronavirus Relief Fund (the "Fund") and appropriated \$150 billion to the Fund. Under the CARES Act, the Fund is to be used to make payments for specified uses to States and certain local governments; the District of Columbia and U.S. Territories (consisting of the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands); and Tribal governments.

The CARES Act provides that payments from the Fund may only be used to cover costs that—

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.¹

The guidance that follows sets forth the Department of the Treasury's interpretation of these limitations on the permissible use of Fund payments.

Necessary expenditures incurred due to the public health emergency

The requirement that expenditures be incurred "due to" the public health emergency means that expenditures must be used for actions taken to respond to the public health emergency. These may include expenditures incurred to allow the State, territorial, local, or Tribal government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

The statute also specifies that expenditures using Fund payments must be "necessary." The Department of the Treasury understands this term broadly to mean that the expenditure is reasonably necessary for its intended use in the reasonable judgment of the government officials responsible for spending Fund payments.

Costs not accounted for in the budget most recently approved as of March 27, 2020

The CARES Act also requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget or (b) the cost

¹ See Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act.

is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The “most recently approved” budget refers to the enacted budget for the relevant fiscal period for the particular government, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID-19 public health emergency. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020

A cost is “incurred” when the responsible unit of government has expended funds to cover the cost.

Nonexclusive examples of eligible expenditures

Eligible expenditures include, but are not limited to, payment for:

1. Medical expenses such as:
 - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
 - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
 - Costs of providing COVID-19 testing, including serological testing.
 - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
 - Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:
 - Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
 - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
 - Expenses for disinfection of public areas and other facilities, *e.g.*, nursing homes, in response to the COVID-19 public health emergency.
 - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
 - Expenses for public safety measures undertaken in response to COVID-19.
 - Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
 - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
 - Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
 - Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - Expenditures related to a State, territorial, local, or Tribal government payroll support program.
 - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Nonexclusive examples of ineligible expenditures²

The following is a list of examples of costs that would *not* be eligible expenditures of payments from the Fund.

1. Expenses for the State share of Medicaid.³
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

² In addition, pursuant to section 5001(b) of the CARES Act, payments from the Fund may not be expended for an elective abortion or on research in which a human embryo is destroyed, discarded, or knowingly subjected to risk of injury or death. The prohibition on payment for abortions does not apply to an abortion if the pregnancy is the result of an act of rape or incest; or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed. Furthermore, no government which receives payments from the Fund may discriminate against a health care entity on the basis that the entity does not provide, pay for, provide coverage of, or refer for abortions.

³ See 42 C.F.R. § 433.51 and 45 C.F.R. § 75.306.

4. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.

**Coronavirus Relief Fund
Frequently Asked Questions
Updated as of May 28, 2020**

The following answers to frequently asked questions supplement Treasury's Coronavirus Relief Fund ("Fund") Guidance for State, Territorial, Local, and Tribal Governments, dated April 22, 2020, ("Guidance").¹ Amounts paid from the Fund are subject to the restrictions outlined in the Guidance and set forth in section 601(d) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act").

Eligible Expenditures

Are governments required to submit proposed expenditures to Treasury for approval?

No. Governments are responsible for making determinations as to what expenditures are necessary due to the public health emergency with respect to COVID-19 and do not need to submit any proposed expenditures to Treasury.

The Guidance says that funding can be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. How does a government determine whether payroll expenses for a given employee satisfy the "substantially dedicated" condition?

The Fund is designed to provide ready funding to address unforeseen financial needs and risks created by the COVID-19 public health emergency. For this reason, and as a matter of administrative convenience in light of the emergency nature of this program, a State, territorial, local, or Tribal government may presume that payroll costs for public health and public safety employees are payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise.

The Guidance says that a cost was not accounted for in the most recently approved budget if the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. What would qualify as a "substantially different use" for purposes of the Fund eligibility?

Costs incurred for a "substantially different use" include, but are not necessarily limited to, costs of personnel and services that were budgeted for in the most recently approved budget but which, due entirely to the COVID-19 public health emergency, have been diverted to substantially different functions. This would include, for example, the costs of redeploying corrections facility staff to enable compliance with COVID-19 public health precautions through work such as enhanced sanitation or enforcing social distancing measures; the costs of redeploying police to support management and enforcement of stay-at-home orders; or the costs of diverting educational support staff or faculty to develop online learning capabilities, such as through providing information technology support that is not part of the staff or faculty's ordinary responsibilities.

Note that a public function does not become a "substantially different use" merely because it is provided from a different location or through a different manner. For example, although developing online instruction capabilities may be a substantially different use of funds, online instruction itself is not a substantially different use of public funds than classroom instruction.

¹ The Guidance is available at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>.

May a State receiving a payment transfer funds to a local government?

Yes, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by the Treasury Department if they have not been used in a manner consistent with section 601(d) of the Social Security Act.

May a unit of local government receiving a Fund payment transfer funds to another unit of government?

Yes. For example, a county may transfer funds to a city, town, or school district within the county and a county or city may transfer funds to its State, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, a transfer from a county to a constituent city would not be permissible if the funds were intended to be used simply to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify as an eligible expenditure.

Is a Fund payment recipient required to transfer funds to a smaller, constituent unit of government within its borders?

No. For example, a county recipient is not required to transfer funds to smaller cities within the county's borders.

Are recipients required to use other federal funds or seek reimbursement under other federal programs before using Fund payments to satisfy eligible expenses?

No. Recipients may use Fund payments for any expenses eligible under section 601(d) of the Social Security Act outlined in the Guidance. Fund payments are not required to be used as the source of funding of last resort. However, as noted below, recipients may not use payments from the Fund to cover expenditures for which they will receive reimbursement.

Are there prohibitions on combining a transaction supported with Fund payments with other CARES Act funding or COVID-19 relief Federal funding?

Recipients will need to consider the applicable restrictions and limitations of such other sources of funding. In addition, expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds, are not eligible uses of Fund payments.

Are States permitted to use Fund payments to support state unemployment insurance funds generally?

To the extent that the costs incurred by a state unemployment insurance fund are incurred due to the COVID-19 public health emergency, a State may use Fund payments to make payments to its respective state unemployment insurance fund, separate and apart from such State's obligation to the unemployment insurance fund as an employer. This will permit States to use Fund payments to prevent expenses related to the public health emergency from causing their state unemployment insurance funds to become insolvent.

Are recipients permitted to use Fund payments to pay for unemployment insurance costs incurred by the recipient as an employer?

Yes, Fund payments may be used for unemployment insurance costs incurred by the recipient as an employer (for example, as a reimbursing employer) related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

The Guidance states that the Fund may support a “broad range of uses” including payroll expenses for several classes of employees whose services are “substantially dedicated to mitigating or responding to the COVID-19 public health emergency.” What are some examples of types of covered employees?

The Guidance provides examples of broad classes of employees whose payroll expenses would be eligible expenses under the Fund. These classes of employees include public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Payroll and benefit costs associated with public employees who could have been furloughed or otherwise laid off but who were instead repurposed to perform previously unbudgeted functions substantially dedicated to mitigating or responding to the COVID-19 public health emergency are also covered. Other eligible expenditures include payroll and benefit costs of educational support staff or faculty responsible for developing online learning capabilities necessary to continue educational instruction in response to COVID-19-related school closures. Please see the Guidance for a discussion of what is meant by an expense that was not accounted for in the budget most recently approved as of March 27, 2020.

In some cases, first responders and critical health care workers that contract COVID-19 are eligible for workers’ compensation coverage. Is the cost of this expanded workers compensation coverage eligible?

Increased workers compensation cost to the government due to the COVID-19 public health emergency incurred during the period beginning March 1, 2020, and ending December 30, 2020, is an eligible expense.

If a recipient would have decommissioned equipment or not renewed a lease on particular office space or equipment but decides to continue to use the equipment or to renew the lease in order to respond to the public health emergency, are the costs associated with continuing to operate the equipment or the ongoing lease payments eligible expenses?

Yes. To the extent the expenses were previously unbudgeted and are otherwise consistent with section 601(d) of the Social Security Act outlined in the Guidance, such expenses would be eligible.

May recipients provide stipends to employees for eligible expenses (for example, a stipend to employees to improve telework capabilities) rather than require employees to incur the eligible cost and submit for reimbursement?

Expenditures paid for with payments from the Fund must be limited to those that are necessary due to the public health emergency. As such, unless the government were to determine that providing assistance in the form of a stipend is an administrative necessity, the government should provide such assistance on a reimbursement basis to ensure as much as possible that funds are used to cover only eligible expenses.

May Fund payments be used for COVID-19 public health emergency recovery planning?

Yes. Expenses associated with conducting a recovery planning project or operating a recovery coordination office would be eligible, if the expenses otherwise meet the criteria set forth in section 601(d) of the Social Security Act outlined in the Guidance.

Are expenses associated with contact tracing eligible?

Yes, expenses associated with contract tracing are eligible.

To what extent may a government use Fund payments to support the operations of private hospitals?

Governments may use Fund payments to support public or private hospitals to the extent that the costs are necessary expenditures incurred due to the COVID-19 public health emergency, but the form such assistance would take may differ. In particular, financial assistance to private hospitals could take the form of a grant or a short-term loan.

May payments from the Fund be used to assist individuals with enrolling in a government benefit program for those who have been laid off due to COVID-19 and thereby lost health insurance?

Yes. To the extent that the relevant government official determines that these expenses are necessary and they meet the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance, these expenses are eligible.

May recipients use Fund payments to facilitate livestock depopulation incurred by producers due to supply chain disruptions?

Yes, to the extent these efforts are deemed necessary for public health reasons or as a form of economic support as a result of the COVID-19 health emergency.

Would providing a consumer grant program to prevent eviction and assist in preventing homelessness be considered an eligible expense?

Yes, assuming that the recipient considers the grants to be a necessary expense incurred due to the COVID-19 public health emergency and the grants meet the other requirements for the use of Fund payments under section 601(d) of the Social Security Act outlined in the Guidance. As a general matter, providing assistance to recipients to enable them to meet property tax requirements would not be an eligible use of funds, but exceptions may be made in the case of assistance designed to prevent foreclosures.

May recipients create a "payroll support program" for public employees?

Use of payments from the Fund to cover payroll or benefits expenses of public employees are limited to those employees whose work duties are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

May recipients use Fund payments to cover employment and training programs for employees that have been furloughed due to the public health emergency?

Yes, this would be an eligible expense if the government determined that the costs of such employment and training programs would be necessary due to the public health emergency.

May recipients use Fund payments to provide emergency financial assistance to individuals and families directly impacted by a loss of income due to the COVID-19 public health emergency?

Yes, if a government determines such assistance to be a necessary expenditure. Such assistance could include, for example, a program to assist individuals with payment of overdue rent or mortgage payments to avoid eviction or foreclosure or unforeseen financial costs for funerals and other emergency individual needs. Such assistance should be structured in a manner to ensure as much as possible, within the realm of what is administratively feasible, that such assistance is necessary.

The Guidance provides that eligible expenditures may include expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. What is meant by a “small business,” and is the Guidance intended to refer only to expenditures to cover administrative expenses of such a grant program?

Governments have discretion to determine what payments are necessary. A program that is aimed at assisting small businesses with the costs of business interruption caused by required closures should be tailored to assist those businesses in need of such assistance. The amount of a grant to a small business to reimburse the costs of business interruption caused by required closures would also be an eligible expenditure under section 601(d) of the Social Security Act, as outlined in the Guidance.

The Guidance provides that expenses associated with the provision of economic support in connection with the public health emergency, such as expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures, would constitute eligible expenditures of Fund payments. Would such expenditures be eligible in the absence of a stay-at-home order?

Fund payments may be used for economic support in the absence of a stay-at-home order if such expenditures are determined by the government to be necessary. This may include, for example, a grant program to benefit small businesses that close voluntarily to promote social distancing measures or that are affected by decreased customer demand as a result of the COVID-19 public health emergency.

May Fund payments be used to assist impacted property owners with the payment of their property taxes?

Fund payments may not be used for government revenue replacement, including the provision of assistance to meet tax obligations.

May Fund payments be used to replace foregone utility fees? If not, can Fund payments be used as a direct subsidy payment to all utility account holders?

Fund payments may not be used for government revenue replacement, including the replacement of unpaid utility fees. Fund payments may be used for subsidy payments to electricity account holders to the extent that the subsidy payments are deemed by the recipient to be necessary expenditures incurred due to the COVID-19 public health emergency and meet the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, if determined to be a necessary expenditure, a government could provide grants to individuals facing economic hardship to allow them to pay their utility fees and thereby continue to receive essential services.

Could Fund payments be used for capital improvement projects that broadly provide potential economic development in a community?

In general, no. If capital improvement projects are not necessary expenditures incurred due to the COVID-19 public health emergency, then Fund payments may not be used for such projects.

However, Fund payments may be used for the expenses of, for example, establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity or improve mitigation measures, including related construction costs.

The Guidance includes workforce bonuses as an example of ineligible expenses but provides that hazard pay would be eligible if otherwise determined to be a necessary expense. Is there a specific definition of "hazard pay"?

Hazard pay means additional pay for performing hazardous duty or work involving physical hardship, in each case that is related to COVID-19.

The Guidance provides that ineligible expenditures include "[p]ayroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency." Is this intended to relate only to public employees?

Yes. This particular nonexclusive example of an ineligible expenditure relates to public employees. A recipient would not be permitted to pay for payroll or benefit expenses of private employees and any financial assistance (such as grants or short-term loans) to private employers are not subject to the restriction that the private employers' employees must be substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

May counties pre-pay with CARES Act funds for expenses such as a one or two-year facility lease, such as to house staff hired in response to COVID-19?

A government should not make prepayments on contracts using payments from the Fund to the extent that doing so would not be consistent with its ordinary course policies and procedures.

Must a stay-at-home order or other public health mandate be in effect in order for a government to provide assistance to small businesses using payments from the Fund?

No. The Guidance provides, as an example of an eligible use of payments from the Fund, expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. Such assistance may be provided using amounts received from the Fund in the absence of a requirement to close businesses if the relevant government determines that such expenditures are necessary in response to the public health emergency.

Should States receiving a payment transfer funds to local governments that did not receive payments directly from Treasury?

Yes, provided that the transferred funds are used by the local government for eligible expenditures under the statute. To facilitate prompt distribution of Title V funds, the CARES Act authorized Treasury to make direct payments to local governments with populations in excess of 500,000, in amounts equal to 45% of the local government's per capita share of the statewide allocation. This statutory structure was based on a recognition that it is more administratively feasible to rely on States, rather than the federal government, to manage the transfer of funds to smaller local governments. Consistent with the needs of all local governments for funding to address the public health emergency, States should transfer funds to local governments with populations of 500,000 or less, using as a benchmark the per capita allocation formula that governs payments to larger local governments. This approach will ensure equitable treatment among local governments of all sizes.

For example, a State received the minimum \$1.25 billion allocation and had one county with a population over 500,000 that received \$250 million directly. The State should distribute 45 percent of the \$1 billion it received, or \$450 million, to local governments within the State with a population of 500,000 or less.

May a State impose restrictions on transfers of funds to local governments?

Yes, to the extent that the restrictions facilitate the State's compliance with the requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance and other applicable requirements such as the Single Audit Act, discussed below. Other restrictions are not permissible.

If a recipient must issue tax anticipation notes (TANs) to make up for tax due date deferrals or revenue shortfalls, are the expenses associated with the issuance eligible uses of Fund payments?

If a government determines that the issuance of TANs is necessary due to the COVID-19 public health emergency, the government may expend payments from the Fund on the accrued interest expense on TANs and unbudgeted administrative and transactional costs, such as necessary payments to advisors and underwriters, associated with the issuance of the TANs.

May recipients use Fund payments to expand rural broadband capacity to assist with distance learning and telework?

Such expenditures would only be permissible if they are necessary for the public health emergency. The cost of projects that would not be expected to increase capacity to a significant extent until the need for distance learning and telework have passed due to this public health emergency would not be necessary due to the public health emergency and thus would not be eligible uses of Fund payments.

Are costs associated with increased solid waste capacity an eligible use of payments from the Fund?

Yes, costs to address increase in solid waste as a result of the public health emergency, such as relates to the disposal of used personal protective equipment, would be an eligible expenditure.

May payments from the Fund be used to cover across-the-board hazard pay for employees working during a state of emergency?

No. The Guidance says that funding may be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Hazard pay is a form of payroll expense and is subject to this limitation, so Fund payments may only be used to cover hazard pay for such individuals.

May Fund payments be used for expenditures related to the administration of Fund payments by a State, territorial, local, or Tribal government?

Yes, if the administrative expenses represent an increase over previously budgeted amounts and are limited to what is necessary. For example, a State may expend Fund payments on necessary administrative expenses incurred with respect to a new grant program established to disburse amounts received from the Fund.

May recipients use Fund payments to provide loans?

Yes, if the loans otherwise qualify as eligible expenditures under section 601(d) of the Social Security Act as implemented by the Guidance. Any amounts repaid by the borrower before December 30, 2020, must be either returned to Treasury upon receipt by the unit of government providing the loan or used for another expense that qualifies as an eligible expenditure under section 601(d) of the Social Security Act. Any amounts not repaid by the borrower until after December 30, 2020, must be returned to Treasury upon receipt by the unit of government lending the funds.

May Fund payments be used for expenditures necessary to prepare for a future COVID-19 outbreak?

Fund payments may be used only for expenditures necessary to address the current COVID-19 public health emergency. For example, a State may spend Fund payments to create a reserve of personal protective equipment or develop increased intensive care unit capacity to support regions in its jurisdiction not yet affected, but likely to be impacted by the current COVID-19 pandemic.

Questions Related to Administration of Fund Payments

Do governments have to return unspent funds to Treasury?

Yes. Section 601(f)(2) of the Social Security Act, as added by section 5001(a) of the CARES Act, provides for recoupment by the Department of the Treasury of amounts received from the Fund that have not been used in a manner consistent with section 601(d) of the Social Security Act. If a government has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the Department of the Treasury.

What records must be kept by governments receiving payment?

A government should keep records sufficient to demonstrate that the amount of Fund payments to the government has been used in accordance with section 601(d) of the Social Security Act.

May recipients deposit Fund payments into interest bearing accounts?

Yes, provided that if recipients separately invest amounts received from the Fund, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended.

May governments retain assets purchased with payments from the Fund?

Yes, if the purchase of the asset was consistent with the limitations on the eligible use of funds provided by section 601(d) of the Social Security Act.

What rules apply to the proceeds of disposition or sale of assets acquired using payments from the Fund?

If such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Fund provided by section 601(d) of the Social Security Act.

Are Fund payments to State, territorial, local, and tribal governments considered grants?

No. Fund payments made by Treasury to State, territorial, local, and Tribal governments are not considered to be grants but are "other financial assistance" under 2 C.F.R. § 200.40.

Are Fund payments considered federal financial assistance for purposes of the Single Audit Act?

Yes, Fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

Are Fund payments subject to other requirements of the Uniform Guidance?

Fund payments are subject to the following requirements in the Uniform Guidance (2 C.F.R. Part 200): 2 C.F.R. § 200.303 regarding internal controls, 2 C.F.R. §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

Is there a Catalog of Federal Domestic Assistance (CFDA) number assigned to the Fund?

Yes. The CFDA number assigned to the Fund is 21.019, pending completion of registration.

If a State transfers Fund payments to its political subdivisions, would the transferred funds count toward the subrecipients' total funding received from the federal government for purposes of the Single Audit Act?

Yes. The Fund payments to subrecipients would count toward the threshold of the Single Audit Act and 2 C.F.R. part 200, subpart F re: audit requirements. Subrecipients are subject to a single audit or program-specific audit pursuant to 2 C.F.R. § 200.501(a) when the subrecipients spend \$750,000 or more in federal awards during their fiscal year.

Are recipients permitted to use payments from the Fund to cover the expenses of an audit conducted under the Single Audit Act?

Yes, such expenses would be eligible expenditures, subject to the limitations set forth in 2 C.F.R. § 200.425.

If a government has transferred funds to another entity, from which entity would the Treasury Department seek to recoup the funds if they have not been used in a manner consistent with section 601(d) of the Social Security Act?

The Treasury Department would seek to recoup the funds from the government that received the payment directly from the Treasury Department. State, territorial, local, and Tribal governments receiving funds from Treasury should ensure that funds transferred to other entities, whether pursuant to a grant program

or otherwise, are used in accordance with section 601(d) of the Social Security Act as implemented in the Guidance.



CITY OF ELY
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**ELY CITY COUNCIL
REGULAR MEETING**

May 28, 2020 5:00 p.m. – Ely Volunteer Fire Hall – 499 Mill Street – Ely, Nevada

1. Mayor Robertson called the special meeting of the Ely City Council to order at **5:03 P.M.**, led in the Pledge of Allegiance and asked for Roll Call.

Members present:

Mayor Nathan Robertson
Councilman Ernie Flangas
Councilman Ed Spear
Councilman Jim Alworth
Councilman Kurt Carson
Councilwoman Michelle Beecher

City Officials and Staff present:

City Clerk Jennifer Lee
City Treasurer Janette Trask
City Building Official Brad Christensen
City Engineer B.J. Almberg
Public Works Supervisor Mike Cracraft
Municipal Court Judge Mike Coster
City Fire Chief Ross Rivera
City Police Chief Scott Henroid

Also in attendance:

Geri Wopschall
Caroline McIntosh
Maureen Otzelberger
George Chachas
Marietta Henry
Shadrach Michaels
Ty Peterson

2. PUBLIC COMMENT:

George Chachas stated ongoing concerns regarding the Railroad being placed back under City oversight; his request for public information from the Railroad dated October 2015; no ADA access at 790 Avenue I; On your agenda item 8B-4 you're to consider appointment of Councilman Jim Alworth as City of Ely Point of Contact for City of Ely vs. S & S Shortline; he has a conflict.

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

Councilwoman Beecher moved to approve the agenda as presented. Councilman Alworth seconded the motion. The motion carried unanimously.

**5. REPORTS
CITY COUNCIL**

Councilwoman Beecher stated we received some good response to the revolving loan fund we put in place. I would encourage any businesses needing assistance to take advantage of that.

Councilman Alworth stated I'd like to commend Mike and his crew for how the Cemetery looked.

Councilman Flangas stated he was pleased to see Judge Estes' ruling against Southern Nevada Water Authority's water grab.

MAYOR

Mayor Robertson stated that was good news on Judge Estes' ruling. We are still working on the NDOT project. I've also been on several conference calls with the LEAP committee and Nevada League of Cities. I appreciate everyone's response in a difficult situation.

8. ITEMS FOR DISCUSSION/POSSIBLE ACTION ONLY OF THE ELY CITY COUNCIL.

A. CONSENT AGENDA

MOTION: Move to approve the Consent Agenda item 8A-1 Minutes and 8A-2 Bills.

Moved by: Councilman Alworth Second by: Councilman Spear Vote: Unanimous

1. Discussion/For Possible Action –Minutes.
 - May 6, 2020
 - May 7, 2020
 - May 14, 2020
2. Discussion/For Possible Action –Bills.
 - May 13, 2020

Council Members Flangas and Spear abstained from voting on the May 14, 2020 minutes due to their absence at that meeting. Councilman Spear abstained from voting to approve the check to Julie Spear for a car window replacement.

B. NEW BUSINESS

1. Councilwoman Beecher – Discussion/For Possible Action – Approval to renegotiate Fire/EMS Services Interlocal Agreement between the City of Ely and White Pine County prior to July 1, 2020, as provided in Article XIII Section 13.1(b) of said agreement.

Councilman Spear asked why isn't the Council appointing the negotiating committee as part of this item?

City Treasurer Trask stated if you decide, it would have to be a public meeting, so we leave it up to Jennifer to appoint the committee and it's basically whoever would like to volunteer. It will still come back to you for the approval though.

Councilman Alworth stated I'd like the attorney to go over exactly what that Article XIII Section 13.1(b) says.

City Attorney Townsend stated Article XIII Section 13.1(b) says "Starting July 1, 2020 this Agreement shall be reopened for renegotiation of terms, or for possible termination, upon twelve (12) months written notice to each party. Termination cannot occur until the completion of the fiscal year, meaning, to terminate the Agreement on June 30, 2021, the party wishing to terminate the Agreement must notify the other party no later than July 1, 2020."

Councilman Alworth stated that being said, we can negotiate if we decide to do that.

Mayor Robertson stated if we approve this tonight, we would open negotiations earlier than the agreement provides for.

Councilman Alworth stated and this would be for 21-21.

City Attorney Townsend stated yes. 20-21 would still continue on for this contract.

Councilwoman Beecher moved to renegotiate the Fire/EMS Services Interlocal Agreement between the City of Ely and White Pine County prior to July 1, 2020. Councilman Alworth seconded the motion. The motion carried unanimously.

2. Councilman Flangas – Discussion/For Possible Action – Reconsideration to remove the past due utility fee penalties up to the amount of \$921.84 from 6 First Street, Ruth Nevada at the request of the property owner, Wanda Gillaspie.

Councilman Flangas stated in the discussion with Jennifer, she's been making monthly payments.

Councilman Alworth stated I move to waive the penalties from 6 First Street, Ruth, Nevada.

Councilwoman Beecher seconded the motion. The motion carried unanimously.

3. Councilman Flangas – Discussion/For Possible Action – Approval to request liens due to the City of Ely be published with the White Pine County Treasurer's tax sale publication.

Councilman Flangas stated liens on the property go to the new owner.

City Attorney Townsend stated the purpose of this is providing notice to the public that these have liens on them. When the property is sold, we update the account and inform the new owner there is a lien.

Councilman Carson asked is there a cost?

City Attorney Townsend stated if the County won't cover it, the amount of liens currently, as I looked this week, would be minimal.

Councilman Spear moved to approve. Councilman Flangas seconded the motion. The motion carried unanimously.

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

1. Council Members – City Treasurer Trask – Public Hearing – Discussion Only – Adoption of the Tentative Budget for the fiscal year ending June 30, 2021 as FINAL. Budget to be submitted to the Department of Taxation pursuant to NRS 354.598.

George Chachas stated the Fire Department's budget has a large increase, from \$637,000 to \$790,000; why?

Mayor Robertson asked that's due to the Interlocal Agreement, isn't it?

City Treasurer Trask stated yes.

George Chachas stated so some that doesn't get offset by what's coming from the County.

Mayor Robertson stated some of it will be from calls and some of it from the County.

City Treasurer Trask stated yes.

George Chachas stated on Schedule F1 you have the Railroad Fund. Why do we have a Railroad Fund? Is that part of the suit?

City Treasurer Trask stated nope. It's our enterprise fund. It has nothing to do with the Railroad itself. We've had a Railroad enterprise fund for several years now.

George Chachas asked what does that do?

City Treasurer Trask stated right now, nothing. Nothing is going in. Nothing is going out. It has to do with the line that we own.

Mayor Robertson stated the railroad line going north. This enterprise fund was set up probably ten years ago.

City Treasurer Trask stated yes. 2005.

Mayor Robertson stated it's not under the purview of the White Pine Historical Railroad Foundation now.

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

1. Council Members – City Treasurer Trask – Discussion/For Possible Action – Adoption of the Tentative Budget for the fiscal year ending June 30, 2021 as FINAL. Budget to be submitted to the Department of Taxation pursuant to NRS 354.598.

City Treasurer Trask reviewed the FY21 budget on file at City Hall and stated I would prefer to budget conservatively and end up having to add to the budgets than get caught short.

Councilman Spear stated it's a conservative budget.

City Treasurer Trask stated the COVID hit us. Kinross did donate \$20,000 to the Revolving Loan. I did leave in the NDOT project in case, by some miracle, it were to go forward, I didn't want to get caught short.

Councilman Alworth stated we're hoping the 5-cent diesel tax will be a windfall.

City Treasurer Trask stated it goes into the RTC, which determines what it's to be spent on. Public Transit is basically your operating expenses for the Street Department.

Councilman Alworth stated it's a very educated proposal and we'll see what happens.

Councilman Spear moved to adopt the Tentative Budget for the fiscal year ending June 30, 2021 as FINAL. Councilman Alworth seconded the motion. The motion carried unanimously.

8. ITEMS FOR DISCUSSION/POSSIBLE ACTION ONLY OF THE ELY CITY COUNCIL.

B. NEW BUSINESS

4. Councilman Carson – Discussion/For Possible Action – Appointment of Councilman Jim Alworth as City of Ely Point of Contact for City of Ely, et al. vs. S&S Shortline Leasing LLC.

Councilman Spear moved to appoint Councilman Jim Alworth as City of Ely Point of Contact for City of Ely, et al. vs. S & S Shortline Leasing LLC. Councilman Carson seconded the motion. The motion carried unanimously.

9. PUBLIC COMMENT

George Chachas stated ongoing concerns regarding the City's selective enforcement; his utility billing for 490 High Street; the 490' feet of pipe from Murry Street project; the extension of the water line between Love's and the Charter School; reimbursement for curing the sewer problem at 681 Parker Avenue;

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

Councilman Alworth moved to adjourn the regular meeting of the Ely City Council at **5:45 p.m.** Councilman Carson seconded the motion. The motion carried unanimously.

Mayor

Attest

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
14517	ACHA CONSTRUCTION LLC	5/27/20	METER RETURN	05/27/2020	2,200.00	.00	
Total 145171:					2,200.00	.00	
14266	AFLAC	941868	INSURANCE ACCT. #0Q711	05/25/2020	988.96	.00	
Total 142661:					988.96	.00	
42	AIRGAS	9101523517	OXYGEN USP	05/26/2020	159.47	.00	
42	AIRGAS	9101724655	OXYGEN USP	06/01/2020	1,170.91	.00	
42	AIRGAS	9971420114	OXYGEN-FIRE SERVICES	05/31/2020	375.03	.00	
42	AIRGAS	9971420115	OXYGEN-AMBULANCE SERVIC	05/31/2020	18.43	.00	
Total 42:					1,723.84	.00	
350	AT&T	1603312224-6/	UTILITIES	06/01/2020	257.85	.00	
350	AT&T	1603312224-6/	UTILITIES	06/01/2020	257.85	.00	
350	AT&T	7752892150-5/	PHONE-SANITATION	05/28/2020	129.30	.00	
350	AT&T	7752892345-5/	PHONE-FIRE DEPT	05/28/2020	25.31	.00	
350	AT&T	7752892430-5/	PHONE-CITY HALL	05/28/2020	87.50	.00	
350	AT&T	7752892430-5/	PHONE-CITY HALL	05/28/2020	87.50	.00	
350	AT&T	7752892430-5/	PHONE-CITY HALL	05/28/2020	87.50	.00	
350	AT&T	7752892430-5/	PHONE-CITY HALL	05/28/2020	87.50	.00	
350	AT&T	7752894602-5/	PHONE-CEMETERY	05/28/2020	14.68	.00	
350	AT&T	7752894838-5/	PHONE-MUNI COURT	05/28/2020	70.91	.00	
350	AT&T	7752894838-5/	PHONE-MUNI COURT	05/28/2020	70.91	.00	
350	AT&T	7752896103-5/	PHONE-MUNI COURT	05/28/2020	14.68	.00	
350	AT&T	7752896500-5/	PHONE-CITY ENGINEER	05/28/2020	14.68	.00	
350	AT&T	7752898633-5/	PHONE-FIRE DEPT	05/28/2020	54.82	.00	
Total 350:					1,260.99	.00	
10490	AT&T GLOBAL SERVICES	1272033437	JUNE 2020	06/01/2020	3.43	.00	
10490	AT&T GLOBAL SERVICES	1272036764	JUNE 2020	06/01/2020	4.59	.00	
10490	AT&T GLOBAL SERVICES	1272036764	JUNE 2020	06/01/2020	4.59	.00	
10490	AT&T GLOBAL SERVICES	1272036764	JUNE 2020	06/01/2020	4.59	.00	
10490	AT&T GLOBAL SERVICES	1272036764	JUNE 2020	06/01/2020	4.60	.00	
Total 10490:					21.80	.00	
11240	AT&T U-VERSE	135646666-5/1	INTERNET	05/19/2020	22.40	.00	
11240	AT&T U-VERSE	135646666-5/1	INTERNET	05/19/2020	22.40	.00	
11240	AT&T U-VERSE	135646666-5/1	INTERNET	05/19/2020	22.40	.00	
11240	AT&T U-VERSE	135646666-5/1	INTERNET	05/19/2020	22.40	.00	
Total 11240:					89.60	.00	
14518	BACA, FREDRICK	50064271	OVERPAYMENT	05/22/2020	24.11	.00	
Total 145181:					24.11	.00	
440	BATH LUMBER	MAY 2020	SUPPLIES	05/28/2020	2.69	.00	
440	BATH LUMBER	MAY 2020	SUPPLIES	05/28/2020	48.70	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
440	BATH LUMBER	MAY 2020	SUPPLIES	05/28/2020	32.09	.00	
440	BATH LUMBER	MAY 2020	SUPPLIES	05/28/2020	16.18	.00	
440	BATH LUMBER	MAY 2020	SUPPLIES	05/28/2020	44.24	.00	
440	BATH LUMBER	MAY 2020	SUPPLIES	05/28/2020	39.50	.00	
440	BATH LUMBER	MAY 2020	SUPPLIES	05/28/2020	128.20	.00	
440	BATH LUMBER	MAY 2020	SUPPLIES	05/28/2020	39.56	.00	
440	BATH LUMBER	MAY 2020	SUPPLIES	05/28/2020	48.69	.00	
440	BATH LUMBER	MAY 2020	SUPPLIES	05/28/2020	60.79	.00	
440	BATH LUMBER	MAY 2020	SUPPLIES	05/28/2020	66.67	.00	
Total 440:					527.31	.00	
4790	BATTLE BORN MEDIA, LLC	E20-0515699	CONSUMER CONFIDENCE REP	05/15/2020	680.00	.00	
Total 4790:					680.00	.00	
67	BUSINESS CONTINUITY TECHN	410528	HYBRID CLOUD SERVICES	06/01/2020	287.50	.00	
67	BUSINESS CONTINUITY TECHN	410528	HYBRID CLOUD SERVICES	06/01/2020	287.50	.00	
67	BUSINESS CONTINUITY TECHN	410528	HYBRID CLOUD SERVICES	06/01/2020	287.50	.00	
67	BUSINESS CONTINUITY TECHN	410528	HYBRID CLOUD SERVICES	06/01/2020	287.50	.00	
Total 67:					1,150.00	.00	
750	C & B AUTO	MAY 2020	SUPPLIES	05/01/2020	6.99	.00	
750	C & B AUTO	MAY 2020	SUPPLIES	05/01/2020	3.29	.00	
750	C & B AUTO	MAY 2020	SUPPLIES	05/01/2020	8.48	.00	
750	C & B AUTO	MAY 2020	SUPPLIES	05/01/2020	76.05	.00	
750	C & B AUTO	MAY 2020	SUPPLIES	05/01/2020	27.94	.00	
750	C & B AUTO	MAY 2020	SUPPLIES	05/01/2020	33.84	.00	
750	C & B AUTO	MAY 2020	SUPPLIES	05/01/2020	46.45	.00	
Total 750:					203.04	.00	
14434	C-A-L RANCH STORES	2504/23	THREAD WHEEL-WASTE WATE	05/31/2020	38.97	.00	
14434	C-A-L RANCH STORES	2520/23	BOOTS-DALE CHILSON	06/04/2020	90.00	.00	
14434	C-A-L RANCH STORES	2520/23	BOOTS-DALE CHILSON	06/04/2020	90.00	.00	
Total 144341:					218.97	.00	
10450	ELDRIDGE VETERINARY	41830	CANINE VACCINATION-MADDIE	06/02/2020	245.00	.00	
Total 10450:					245.00	.00	
1450	ELY VOLUNTEER FIRE DEPART	JUNE 2020	7th Paid Firefighter	06/01/2020	1,050.00	.00	
1450	ELY VOLUNTEER FIRE DEPART	JUNE 2020	Fire Hall Rent	06/01/2020	125.00	.00	
1450	ELY VOLUNTEER FIRE DEPART	JUNE 2020	Fire Hall Rent	06/01/2020	125.00	.00	
1450	ELY VOLUNTEER FIRE DEPART	JUNE 2020	Fire Hall Rent	06/01/2020	125.00	.00	
1450	ELY VOLUNTEER FIRE DEPART	JUNE 2020	Fire Hall Rent	06/01/2020	125.00	.00	
Total 1450:					1,550.00	.00	
1750	GALE OIL	18270	PUBLIC WORKS SERVICE	06/05/2020	656.00	.00	
Total 1750:					656.00	.00	
14322	HINE, THOMPSON	2931428	PROFESSIONAL SERVICES 5/3	06/04/2020	181.50	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 143221:					181.50	.00	
14269	HUNT & SONS INC	508884	Fuel	04/27/2020	759.00	.00	
14269	HUNT & SONS INC	519456	Fuel	05/11/2020	1,083.20	.00	
14269	HUNT & SONS INC	526878	Fuel	05/19/2020	537.92	.00	
14269	HUNT & SONS INC	529173	Fuel	05/26/2020	601.64	.00	
14269	HUNT & SONS INC	533242	Fuel	06/02/2020	126.23	.00	
Total 142691:					3,107.99	.00	
14371	IMAGEPRO PRINTING	113295	LANDFILL/CITY ENVELOPES	06/03/2020	444.44	.00	
14371	IMAGEPRO PRINTING	113295	LANDFILL/CITY ENVELOPES	06/03/2020	45.79	.00	
14371	IMAGEPRO PRINTING	113295	LANDFILL/CITY ENVELOPES	06/03/2020	45.79	.00	
14371	IMAGEPRO PRINTING	113295	LANDFILL/CITY ENVELOPES	06/03/2020	45.77	.00	
Total 143711:					581.79	.00	
12842	J W ELECTRIC	4132	INSTALLATION JOB TRAILER	05/15/2020	1,645.44	.00	
Total 12842:					1,645.44	.00	
5520	LIBERTY TIRE RECYCLING LLC	1824245	MIXED LOAD-TON	05/23/2020	5,394.20	.00	
Total 5520:					5,394.20	.00	
6590	LIFE-ASSIST INC	1001905	89301FD NV-1262	05/12/2020	439.08	.00	
6590	LIFE-ASSIST INC	1002648	89301FD NV-1262	05/14/2020	656.74	.00	
6590	LIFE-ASSIST INC	1003330	89301FD NV-1262	05/18/2020	1,386.28	.00	
6590	LIFE-ASSIST INC	1003487	89301FD NV-1262	05/19/2020	133.00	.00	
6590	LIFE-ASSIST INC	1006078	89301FD NV-1262	05/29/2020	142.00	.00	
Total 6590:					2,757.10	.00	
43	NARANJO, RAUL	086	SERVICE	05/29/2020	387.00	.00	
43	NARANJO, RAUL	086	SERVICE	05/29/2020	1,386.84	.00	
Total 43:					1,773.84	.00	
9140	NATIONAL BUSINESS FACTOR	5/1/20-5/31/20	COEFD6024C 4	05/01/2020	65.82	.00	
Total 9140:					65.82	.00	
3140	NDEP	DDP-44890	COURTHOUSE TANK OVERFLO	05/08/2020	200.00	.00	
Total 3140:					200.00	.00	
58	NEVADA DIVISION OF ENVIRO	4859	ANNUAL FEE FOR FY 2021	05/22/2020	5,105.00	.00	
Total 58:					5,105.00	.00	
3330	NEVADA STATE CONTROLLER	MAY 2020	STATE GENERAL FUND ASSES	05/01/2020	50.00	.00	
3330	NEVADA STATE CONTROLLER	MAY 2020	REMAINDER OF ASSESSMENT	05/01/2020	407.00	.00	
3330	NEVADA STATE CONTROLLER	MAY 2020	SPECIALTY COURT ASSESME	05/01/2020	87.00	.00	
Total 3330:					544.00	.00	
3660	OPERATING ENGINEERS LOCA	JUNE 2020	GOLLA, SCOTT, STARK, STORK	06/01/2020	320.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3660	OPERATING ENGINEERS LOCA	JUNE 2020	BELL, HAYES	06/01/2020	100.00	.00	
Total 3660:					420.00	.00	
11500	PARKSON	AR1/51028299	BLADE DOCTOR	05/28/2020	1,027.16	.00	
Total 11500:					1,027.16	.00	
9710	PR DIAMOND PRODUCTS INC	0055592-IN	MULTI-PURPOSE BLADE	05/20/2020	990.00	.00	
Total 9710:					990.00	.00	
11801	PRAXAIR DISTRIBUTION	96751786	CYLINDER RENT	05/21/2020	26.34	.00	
Total 11801:					26.34	.00	
3930	PUBLIC EMPLOYEES' BENEFIT	MAY 2020	ACCT. #715	06/02/2020	855.53	.00	
3930	PUBLIC EMPLOYEES' BENEFIT	MAY 2020	ACCT. #715	06/02/2020	855.53	.00	
3930	PUBLIC EMPLOYEES' BENEFIT	MAY 2020	ACCT. #715	06/02/2020	855.53	.00	
3930	PUBLIC EMPLOYEES' BENEFIT	MAY 2020	ACCT. #715	06/02/2020	855.53	.00	
Total 3930:					3,422.12	.00	
3940	PUBLIC EMPLOYEES RETIREM	MAY 2020	AGENCY 606	06/08/2020	43,266.41	.00	
Total 3940:					43,266.41	.00	
11471	RELX INC DBA LEXISNEXIS	3092655471	ACCT 322368XJP	05/31/2020	154.00	.00	
Total 114712:					154.00	.00	
14498	SHARP AMBULANCE BILLING	51554	EMS BILLING	05/31/2020	656.63	.00	
Total 144981:					656.63	.00	
14176	SOUTH FORK HARDWARE-ELY	44892	SUPPLIES	04/28/2020	29.07	.00	
14176	SOUTH FORK HARDWARE-ELY	46332	HAWAIIAN FRESHENER	05/29/2020	6.98	.00	
Total 141761:					36.05	.00	
10970	STATE COLLECTION AND DISB	JUNE 10, 2020	ID-581322000A/CV-0910124	06/08/2020	170.00	.00	
10970	STATE COLLECTION AND DISB	JUNE 10, 2020	CASE 129192100A	06/08/2020	129.23	.00	
Total 10970:					299.23	.00	
14423	STETSON ENGINEERS, INC.	2730-009	RNMC AGREEMENT	06/04/2020	59.25	.00	
Total 144231:					59.25	.00	
7230	THE STANDARD	001528130001	001528130001-MAY 1, 2020	05/01/2020	243.16	.00	
Total 7230:					243.16	.00	
11487	UPPER CASE PRINTING, INK	15879	MONTHLY MAILINGS	06/02/2020	189.00	.00	
11487	UPPER CASE PRINTING, INK	15879	MONTHLY MAILINGS	06/02/2020	189.00	.00	
11487	UPPER CASE PRINTING, INK	15879	MONTHLY MAILINGS	06/02/2020	189.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 11487:					567.00	.00	
14519	URW	6/8/20	RETURNED HYDRANT	06/08/2020	2,200.00	.00	
Total 145191:					2,200.00	.00	
4900	US BANK	MAY 2020-434	CREDIT CARD CHARGES	05/27/2020	67.80	.00	
4900	US BANK	MAY 2020-434	CREDIT CARD CHARGES	05/27/2020	591.60	.00	
4900	US BANK	MAY 2020-434	CREDIT CARD CHARGES	05/27/2020	20.00	.00	
4900	US BANK	MAY 2020-434	CREDIT CARD CHARGES	05/27/2020	20.00	.00	
4900	US BANK	MAY 2020-434	CREDIT CARD CHARGES	05/27/2020	20.00	.00	
4900	US BANK	MAY 2020-434	CREDIT CARD CHARGES	05/27/2020	20.00	.00	
4900	US BANK	MAY 2020-526	CREDIT CARD CHARGES	05/27/2020	2.13	.00	
4900	US BANK	MAY 2020-526	CREDIT CARD CHARGES	05/27/2020	89.98	.00	
4900	US BANK	MAY 2020-526	CREDIT CARD CHARGES	05/27/2020	89.98	.00	
4900	US BANK	MAY 2020-526	CREDIT CARD CHARGES	05/27/2020	89.98	.00	
4900	US BANK	MAY 2020-526	CREDIT CARD CHARGES	05/27/2020	89.96	.00	
4900	US BANK	MAY 2020-527	CREDIT CARD CHARGES	05/27/2020	12.99	.00	
4900	US BANK	MAY 2020-527	CREDIT CARD CHARGES	05/27/2020	24.00	.00	
4900	US BANK	MAY 2020-527	CREDIT CARD CHARGES	05/27/2020	484.00	.00	
4900	US BANK	MAY 2020-527	CREDIT CARD CHARGES	05/27/2020	126.15	.00	
Total 4900:					1,612.97	.00	
4980	USA BLUE BOOK	233398	PREMIUM GREASE	05/11/2020	162.74	.00	
Total 4980:					162.74	.00	
14170	WASHINGTON NATIONAL INSU	P2021688	EMPLOYEE CONTRIBUTED INS	06/01/2020	547.71	.00	
Total 141701:					547.71	.00	
14520	WELLS FARGO REAL ESTATE T	2.4226.5	REFUND SOLD PROPERTY	06/02/2020	26.20	.00	
Total 145201:					26.20	.00	
37	WESTERN ENVIRONMENTAL T	123575	GOLF COURSE WELL	05/26/2020	322.30	.00	
Total 37:					322.30	.00	
842	WHITE PINE COUNTY RECORD	JUNE 8, 2020	LIEN RELEASES X3	06/08/2020	111.00	.00	
Total 842:					111.00	.00	
1041	WHITE PINE COUNTY ROAD	MAY 2020	FUEL- STREET 5/1/20-5/31/20	05/01/2020	581.09	.00	
1041	WHITE PINE COUNTY ROAD	MAY 2020	FUEL-WATER 5/1/20-5/31/20	05/01/2020	339.02	.00	
1041	WHITE PINE COUNTY ROAD	MAY 2020	FUEL-SEWER 5/1/20-5/31/20	05/01/2020	26.21	.00	
1041	WHITE PINE COUNTY ROAD	MAY 2020	FUEL-LANDFILL 5/1/20-5/31/20	05/01/2020	109.52	.00	
1041	WHITE PINE COUNTY ROAD	MAY 2020	FUEL-FIRE DEPT. 5/1/20-5/31/20	05/01/2020	81.78	.00	
1041	WHITE PINE COUNTY ROAD	MAY 2020	FUEL-PUBLIC WORKS 5/1/20-5/	05/01/2020	41.10	.00	
1041	WHITE PINE COUNTY ROAD	MAY 2020	FUEL-BUILDING DEPT. 5/1/20-5/	05/01/2020	74.10	.00	
1041	WHITE PINE COUNTY ROAD	MAY 2020	FUEL-ANIMAL CONTROL 5/1/20-	05/01/2020	31.94	.00	
1041	WHITE PINE COUNTY ROAD	MAY 2020	FUEL-CEMETERY 5/1/20-5/31/20	05/01/2020	106.58	.00	
1041	WHITE PINE COUNTY ROAD	MAY 2020	FUEL-WASTE WATER 5/1/20-5/3	05/01/2020	79.34	.00	
Total 1041:					1,470.68	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
5400	WILLIAM BEE RIRIE HOSPITAL	6/10/20	AMBULANCE SUPPLIES	06/10/2020	717.60	.00	
Total 5400:					717.60	.00	
5460	XEROX CORPORATION	010477574	METER CHARGES 4/30/20-5/21/	06/01/2020	97.97	.00	
5460	XEROX CORPORATION	010477574	METER CHARGES 4/30/20-5/21/	06/01/2020	97.97	.00	
5460	XEROX CORPORATION	010477574	METER CHARGES 4/30/20-5/21/	06/01/2020	97.97	.00	
5460	XEROX CORPORATION	010477574	METER CHARGES 4/30/20-5/21/	06/01/2020	97.97	.00	
Total 5460:					391.88	.00	
Grand Totals:					91,626.73	.00	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

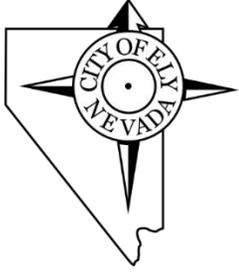
City Clerk: _____

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.



CITY OF ELY

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

ELY CITY COUNCIL REGULAR MEETING

June 25, 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
- CITY CLERK
- CITY TREASURER
- CITY PUBLIC WORKS SUPERVISOR
- CITY WATER OPERATOR
- CITY ENGINEER
- CITY BUILDING OFFICIAL

5. REPORTS

CITY COUNCIL

[MAYOR](#)

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

1. Chairwoman Roberts-McMurray – [Discussion Only](#) – Approval of Second Reading of Ordinance 733, Bill 2020-5, amending Title 5, Section 3B-18 Kennel Regulations to require that the Kennel or Breeder Business License No. be displayed in all advertising and purchase receipts.

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

1. Chairwoman Roberts-McMurray – [Discussion/For Possible Action](#) – Approval of Second Reading of Ordinance 733, Bill 2020-5, amending Title 5, Section 3B-18 Kennel Regulations to require that the Kennel or Breeder Business License No. be displayed in all advertising and purchase receipts.

8. 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 8A-1 Minutes and 8A-2 Bills.

Moved by: _____ Second by: _____ Vote: _____

1. Discussion/For Possible Action –Minutes.
 - [May 28, 2020](#)
2. Discussion/For Possible Action –Bills.
 - [June 10, 2020](#)

B. OLD BUSINESS

1. Mayor Robertson – Discussion/For Possible Action – Approval of support letter in behalf of Robinson Nevada Mining Company’s proposed mine life extension to be submitted for the Bureau of Land Management’s Environmental Impact Statement and Proposed Resource Management Plan Amendment.

C. NEW BUSINESS

1. Mayor Robertson – [Discussion/For Possible Action](#) – Approval of Mutual Modification of Interlocal Agreement for Police Protection between the City of Ely and White Pine County.
2. Mayor Robertson – Discussion/For Possible Action – Obtain appraisal for APN 001-474-30 as required for sale of real property for economic development under NRS 268.063(2)(a).
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. Mayor Robertson – Discussion/For Possible Action – Approval to add City Treasurer Trask as a signatory on all City of Ely bank accounts for online transfer purposes only.
5. Council Members – City Clerk Lee – Nevada Public Agency Insurance Pool Representative – NPAIP Executive Director Wayne Carlson – Tina Perchetti of *L/P Insurance Services* – [Discussion/For Possible Action](#) – Acceptance of Renewal Proposal from Nevada Public Agency Insurance Pool (POOL) and approval for payment in the amount of \$200,224.30 from Fiscal Year 2020-2021 funds, to be paid in equal share from each of the covered funds.
6. Councilman Alworth – Discussion/For Possible Action – Approval to paint “NO PARKING” on approximately 100 feet of 11th Street next to curb in front of Kindergarten building at David E. Norman Elementary School, at Principal Briggs’ request.
7. Councilman Alworth– Discussion/For Possible Action – Approval to notice intent to terminate pursuant to Article XIII Section 13.1 (b) of the Interlocal Agreement for Fire/EMS Services between the City of Ely and White Pine County for FY 2022, with the intent to renegotiate terms for FY 2022, as approved by City Council on May 28, 2020.
8. Councilwoman Beecher - Discussion/For Possible Action - Approval of bars opening within the *Big 4* and *Stardust Ranch* under Governor’s Directive 021. Access to areas outside of the bar will be prohibited. Violation will result in revocation of City license.
9. Councilman Carson – [Discussion/For Possible Action](#) – Approval of FY21 Collective Bargaining Agreement between City of Ely and Operating Engineers, Local 3.

10. Councilman Carson – Discussion/For Possible Action – Approval of FY21 Collective Bargaining Agreement between City of Ely Fire Department and Operating Engineers, Local 3.
11. Council Members – City Clerk Lee – [Discussion/For Possible Action](#) – Acknowledgement of White Pine Television District #1’s termination notice for City Gravel Pit lease, received June 11, 2020, and determination whether to take possession of the Conex building on site or require the Television District to remove it.
12. Council Members – City Fire Chief Rivera – Discussion/For Possible Action – Approval to sell 2000 FL60 ambulance.
13. Council Members – City Treasurer Trask – [Discussion/For Possible Action](#) – Approval of updated City of Ely Debt Management Policy.
14. Council Members – City Treasurer Trask – Discussion/For Possible Action – Approval to record business license revenue in year it is collected.

9. 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”.

10. ITEMS FOR DISCUSSION/POSSIBLE ACTION ONLY OF THE ELY CITY COUNCIL.

15. Councilwoman Beecher – Discussion/For Possible Action - Motion to close the open meeting for discussion only with the Fire Chief and fire department employees related to the operation of the Fire Department pursuant to NRS 288.220.

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

* Open session – Action/Discussion – Personnel** The meeting may be closed by appropriate motion for the purpose of discussion on any matter allowed under N.R.S. 241.031 and 241.033, (1) nothing contained in this chapter prevents a public body from holding a closed meeting to consider the character, alleged misconduct, professional competence or physical or mental health of a person/employee. (2) A public body may close a meeting upon a motion, which specifies the nature of the business to be considered. (3) This chapter does not: (a) Apply to judicial proceedings. (b) Prevent the removal of any person who willfully disrupts a meeting to the extent that its orderly conduct is made impractical. (c) Prevent the exclusion of witnesses from a public or private meeting during the examination of another witness. (d) Require that any meeting be closed to the public. (e) Permit a closed meeting for the discussion of the appointment of any person to public office or as a member of a public body. (4) The exception provided by this section, and electronic communication, must not be used to circumvent the spirit or letter of this chapter in order to discuss or act upon a matter over which the public body has supervision, control, jurisdiction or advisory powers. In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, 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 **June 22, 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: 6-25-20

Print name below

George Charlas

GARY PHILLIPS

Bob Kutzner

Belinda Gallison

Veronica Garcia

SHADRACH MICHAELS

Pete Mangum

Frederic Partey

PAT STOKES

April Bath

Sean Peña

Misty Mangum McAdie

Victoria Perez

ANGELA SIMPSON

Marian O'Donnell

CHARLES D SCOTT

Print name below

Jennifer Lee

From: Ross Rivera <rrivera@elycity.com>
Sent: Thursday, June 25, 2020 10:22 AM
To: 'Jennifer Lee'
Subject: RE: CARES Funding
Attachments: Medical Triage Tents.pdf

Jennifer

Attached is the list of emergency tents. More time will be needed to fulfill other accessories that will be necessary to function. Such as lighting heat/AC if possible garbage cans hand carts for unloading, etc.

The ones I have circled would be my choice for **initial** response, but I would like to have time to confer with my staff and volunteers. These are large items that will require storage or my suggestion would be another mobile trailer to store and deploy this type of response. The need for inside hospital is if we were to set up in the gym at the high school and with an epidemic separate rooms would be the best for housing.

I feel we need to have an informal meeting and meet with WPC Emergency Management and county staff and coordinate these related items so we are not duplicating, so we are going in the same direction as we will be working together in these type situations and get what the community needs. We, us having to work together in a crisis. I feel the hospital needs to be involved and formulate a good collaborative investment with these funds that are available to the city and the county.

We need to remember all that could transpire during a crisis and we the volunteers and responders, staffing all that needs to be done having the tools, but have these tools and what we can fulfill with staffing.

Ross Rivera
Fire Chief
Ely Fire Department
1780 Great Basin Blvd.
Ely, Nevada 89301

Please take note of my new E-mail address: rrivera@elycity.com

PH: 775-289-6633
Fax: 775-289-3122
Cell: 775-296-0109

From: Jennifer Lee <jlee@elycity.com>
Sent: Wednesday, June 24, 2020 5:59 PM
To: Ross Rivera <rrivera@elycity.com>
Subject: CARES Funding

Ross:

Please prepare an estimate prior to tomorrow's City Council meeting for an equipped triage tent; here's one link:

https://tentcraft.com/article/medical-and-hospital-tents?utm_source=Google&utm_medium=Adwords&utm_campaign=Medical&utm_term=Triage%20tents&gclid=EA1aIQobChMI8L3N0-Cb6gIVT_DACH2wGgz3EAAYASAAEgISHvD_BwE

June 25, 2020

COVID-19 Expenses

Public Safety Employees payroll

City of Ely Fire Department payroll July 1-December 31, 2020. All City of Ely firefighters are EMTs.

Fire Department Equipment

Triage tent

Waste Water Treatment Plant Equipment

SCADA system to enable remote control of the plant; the City has only two employees there, so SCADA installation would prevent an emergency if one or both became ill or had to quarantine.

COVID-19 Associated Workers Compensation Costs

COVID-19 Safety Costs

1. Lighter weight/better functionality masks for non-EMS employees
2. Cleaning supplies
3. Hand sanitizer

COVID-19 Mitigation Improvement Measures

1. Zoom video conferencing monthly fees through 12-31-2020.
2. Video conferencing sound system to provide remote access to board meetings
3. Website design/maintenance due to volunteer webmaster's end of service; City's website is the main platform providing COVID-19 updates to local residents.
4. Tablets to enable board members to remotely participate

Single Audit required for \$750,000+ federal funds

Will be needed due to HUD monies which will be received through CDBG grants

CITY OF ELY DEBT MANAGEMENT POLICY

JULY 1, 2020

General Policy Statement

The purpose of the City of Ely Debt Management Policy is to manage the issuance of the City's debt obligations and to maintain the City's ability of incur debt and other long-term obligations at favorable interest rates for capital improvements, facilities, and equipment beneficial to the City and necessary services to continue functioning properly.

DEBT CAPACITY ANALYSIS

Introduction and Purpose

This portion of the Debt Management Policy has been developed to analyze the existing debt position of the City of Ely and to assess the impact of the City's future financing requirements on the City's ability to service the additional debt. The impact of future debt on various City Debt ratios will be examined.

This debt capacity analysis is premised on the idea that resources, as well as needs, should be considered as a factor in the drive of the City's debt issuance program. It will link any projected long-term financing with the economic demographic, and financial resources expected to be available to pay for such debt.

The primary emphasis of the analysis is the impact of the City's projected capital financing requirements on the credit of its debt obligations. The City wants to ensure that as it issues further debt, its credit quality and market access will not be impaired. However, over emphasis on debt ratios should be avoided, because debt ratios are but one of many factors which influence bond ratings. To date, the City of Ely has a Water Bond for the Southside Water Project that has its final payment July 2036, a USDA Series 2002 Bond for the Waste Water Treatment Plant that has its final payment due in July of 2042 and a Fire Station Bond that has its final payment due in September of 2030. Future consideration of bonds that could possibly be rated, debt ratios should be considered and regarded as one of the top priorities.

Many factors are involved in determining debt management for an agency. Determination of a credit rating by a rating agency is based on the rating agency's assessment of the credit worthiness of an issuer with respect to a specific obligation. To arrive at a judgment regarding an issuer's credit worthiness, the rating agencies analyze the issuer in four broad, yet interrelated areas:

1. Economic base

2. Current debt burden
3. Administrative management
4. Fiscal management

Current Debt Position

Direct net tax-supported debt consists of debt service consists of debt serviced from the City's government funds or other funds that receive revenues from general City taxes. Such taxes include SB 254 consolidated revenue, ad valorem property taxes and gasoline taxes.

Indirect net tax-supported debt is overlapping debt paid by City residents to the governmental agencies whose jurisdictions overlap the City's boundaries. These indirect taxes would include revenues received from the City's enterprise funds. The combination of direct and indirect debt is referred to as overall net tax-supported debt.

Definition of Net Tax Supported Debt-A calculation of indebtedness that is frequently used is one that takes into account all bonds issued by tax revenues. Such debt is known as net-supported debt.

The City's direct net-supported debt position will be used in assessing the effect of future debt issuance. Direct net tax-supported debt will be examined because direct net tax-supported debt is debt over which City has control. However, to secure an accurate picture of full debt for which the City's taxpayers are responsible, the City's overall net-supported debt burden should also be considered.

The City of Ely at this time has six loans. USDA-Rural Economic Development loaned the City of Ely money for the completion of the new fire station and it will mature in September of 2030. USDA-Rural Economic Development loaned the City of Ely money for (2) two special revenue bonds; one for Water bonds; Series 1996, which will mature in 2036 and the other, Sewer Bonds, Series 2002 will mature in 2042. The Baystone Financial loan is for the purchase of a ladder truck for the Fire Department and will mature in October 2024. USDA-Rural Economic Development loaned the City of Ely money for the purchase of an ambulance and will mature in March 2026. In January 2019 the City of Ely secured a medium-term loan for an inter-fund transfer from the Landfill fund to the General Fund that will mature in January 2024. See attached schedule for the City of Ely Debt Obligations.

General Obligation Bond Commission

In Nevada, governments must present their general obligation debt proposals, including financing issued under N.R.S. 354 as required by the Legislature, to a County General Obligation Bond Commission. This Commission reviews the statutory debt limit, method of repayment, and possible impact on other underlying or overlapping entities. When considering the possible impact on other entities, the Commission generally

considers the property tax rate required versus others' need for tax rate, all of which must fall below the statutory \$3.66 property tax cap. The \$3.66 is not usually a limiting factor. The cap has become an issue when local governments began levying a property tax that exceeded \$3.66, as the case of the school bond for White Pine County. Nevada's General Obligation Bond Commissions do not generally make judgments about a proposals impact on the debt ratios of all affected governments.

Resources Available for Future Debt Issuance

The City of Ely's ability to meet its future debt obligations will primarily depend on the financial and other economic resources available at the time. This analysis assumes a continuation of the current situation, particularly as to the City's tax structure, enterprise revenue fee structure, and economic composition.

Debt Retirements

One source from which the City can obtain capacity is through retirement of currently outstanding debt; the scheduled repayment of existing obligations. As the City retires debt, this amount becomes available as a resource for new debt issuance without adding to the City's existing debt position.

Economic and Demographic

In addition to repayments of principal, debt capacity is created by demographic growth or increased economic activity to the extent that these resources are expanding and the City can capture that growth through increased tax revenues and assessed value growth. A growing property base is an important resource for future debt issuance.

It is important to match capital needs with economic resources on an annual basis to ensure that the proposed level of debt issuance does not place a constraint on maintenance of the City's excellent credit worthiness or future credit rating improvements. It is recommended that the City include in its capital sources of funds for future projects, as well as the resulting impact of long-term financing on the City's debt position.

It should be recognized that changing circumstances require flexibility and revision. Anticipating every future contingency is unrealistic. When adjustments to debt plans become necessary, the reasons need to be well documented to demonstrate that the City's commitment to sound debt management remains unchanged.

Summary of Debt Capacity Analysis Policies

The City Clerk and City Treasurer shall structure all long-term debt to prepayment options except when alternative structures are more advantages to the City. The City will consider repaying portions of outstanding debt when available resources are identified.

DEBT ISSUANCE POLICY

Initial Review and Communication of Intent

All borrowing requests shall be communicated to and coordinated by the City Clerk and City Treasurer during the annual process that begins each February. Requests for a new bond issue must be identified as a part of a Capital Improvement Program (CIP) request. Opportunity for refunding shall originate with or be communicated to the City Clerk/Treasurers office. Justification and requested size of the bond issue must be presented as well as the proposed timing of the bond issue.

Requests for financing should also be made during the annual budget process so that an analysis can be made to determine the City's debt capacity on an annual basis.

The City Clerk and City Treasurer will evaluate each debt proposal comparing it with other competing interests within the City. All requests will be considered in accordance with the City's overall adopted priorities. The City Clerk and City Treasurer will coordinate the issuance of all debt including size of issuance, debt structuring, repayment sources and determination of mix (debt financing versus Pay-As-You-Go), and method sale.

Revenue Bonds

Under N.R.S. 350.582, the City may issue as a special obligation of any of the following types of revenue securities:

1. Notes
2. Warrants
3. Interim debentures
4. Bonds
5. Temporary bonds

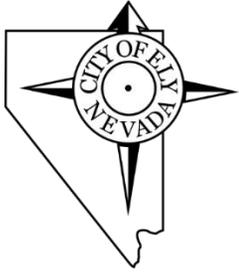
Securities issued as special obligations do not constitute outstanding indebtedness for the City, nor do they exhaust its legal debt-incurring power. Bonding should be limited to projects with available sources, whether self-generated or dedicated from other sources. Adequate financing feasibility studies should be performed for each revenue issue. Sufficient revenues should continue throughout the life of the bonds.

If pledged operating revenues from the projects financed by the City's Enterprise Funds are not sufficient, the City is obligated to pay the difference between such revenue and the debt operating revenues of the respective fund.

Medium-Term General Obligation Financing

Under N.R.S. 350.007, the City may issue negotiable notes or medium-term negotiable bonds. These issues approved by the Department of Taxation are payable from all legally available funds, i.e., General Fund, Road Fund. This statute does not authorize a special property tax override. The negotiable notes or bonds:

1. Must mature not later than ten (10) years after the date of issuance.
2. If the maximum term of the financing is more than five (5) years, the term may not exceed the estimated useful life of the asset to be purchased with the proceeds from the financing.
3. No medium-term financing resolution is effective until approved by the Ely City Council, with the Executive Director of the Department of Taxation having the final approval.



CITY OF ELY

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

Ely Fire Department Closed Session Topics

Councilwoman Beecher – Discussion/For Possible Action - Motion to close the open meeting for discussion only with the Fire Chief and fire department employees related to the operation of the Fire Department pursuant to NRS 288.220.

NRS 288.220 provides for certain meetings not required to be open to the public. An “informal discussion between a local government employer and employees” falls under this statute.

1. Policy of the scheduling of volunteers and paid staff
2. Discussion on overtime
3. Discussion on relationship of City department with the EVFD and plan for improvement, including whether each member of the paid staff has a strong support for the Volunteer Firefighters and Volunteer EMT's?
4. Report on the City/ County Fire/EMS agreement and any needs/corrections going forward.
5. Duties assigned to staff: What is in place to insure they are completing those tasks? (Training for paid staff and Volunteers, Mobile equipment maintenance, EMS/Auto billing, Inventory control, budgeting, etc.)
6. Are there meetings scheduled with County Fire Chief to discuss training with County VFD's?
7. Which staff members are trained for business inspections? Do we have coverage for said inspections when those who are trained are out of town?
8. Does the Fire Dept. have a written demand from the Medical Director for IV intervention? If so, does it state under what circumstances an IV is to be administered?
9. Is the paid staff aware the Chief's responsibilities are spelled out and that he has to answer to the Council?

June 24, 2020

EMS Supplies related to COVID-19

Spare striker Straps \$222

Currently we do not have any replacement Gurney Safety straps if they were to be contaminated with an infectious disease. In a contaminated incident the service unit may be out of service until decontamination was completed.

Spare Striker Gurney \$19,451

Having a spare gurney, we would be able to provide instant back in service if contaminated. There is a significant delay returning unit to service as the gurney must be removed, cleaned and dried before being returned to service. These items would be used to get an infected ambulance into service.

Ventilator \$4,791

Currently COVID patients have a high probability to be on a ventilator during transport to the flight crews. Having a ventilator installed in the ambulance will allow a faster turnaround time of the patient and allow the flight crews to have the required equipment available for them. Should the City begin paramedic level service the field paramedics will have access to utilize the ventilator during transports.

General medical supplies \$3,200

Supplies in this category are BVM's, PPE, CPAP and Breathing Treatments, all related to COVID patient care.

Thermometers \$2,425

Thermometers are directly related to signs and symptoms of COVID patients. Our current devices are several years old and new replacements are being requested. It will also allow extra devices that would need to be removed, cleaned and dried before being returned to service.

Infrared Thermometers \$1,090.00

Non-Contact touch free infrared forehead digital thermometers. X 10

SPO2 monitoring disposable \$2,000

SPO2 stand-a-lone devices \$1,150

SPO2 is critical monitoring of any patient under our care. When a suspected patient is treated using a disposable attachment will allow us to dispose of the infected device and reduce exposure to providers cleaning or the next patient. The stand-a-lone devices will allow us the ability to limit the exposure to our main monitoring device for those patients that only need SPO2 monitoring.

Suction Units \$2,985

Suction is critical in maintaining a clear and open airway of a potentially infected patient. Current units are several years old and also need to be removed, cleaned and dried before being returned to service. Having the additional units allows us to update our current inventory as well as replace handheld manual suction devices.

June 24, 2020

Training \$5,000

Training will allow us to practice perishable airway skills in this time of COVID using the airway manikins improves provider confidence and accuracy. Other training supplies aid in the areas of COVID. Additional training in PPE as well as testing for infected providers. Counseling services for the stress of caring for infected patients and potential exposures.

CPR Compression Device \$13,500

As the CDC and WHO have advised to remain 6 feet from patients the compression device helps with just that. Once set the device will maintain compressions. During CPR the germs are aerosolized during each compression. This device allows the providers to maintain a safe distance during the treatment of the patient.

Heart Monitors \$127,564

The key benefit of these heart monitors for COVID patients is being able to monitor the ETCO2 of the patient. ETCO2 is a critical airway monitoring tool that ensures patients are being oxygenated appropriately.

Disinfectants \$500

To provide disinfecting of the ambulances and equipment.

Disposable Blankets \$478

Disposable blankets to minimize the exposure and cleaning risk to providers.

Decontamination Washer \$4,950

Installation plumbing & Electric \$1000 ??

We currently do not have a DECON Washer for proper decontamination of PPE.

Air Dryer System \$4,785

Express Air-Drying cabinet less wear and tear on this type of DECON drying.

PPE DECON Washer Cleaner Gallon \$119

Cleaner designed to be used in the DECON Washer

Ambulance \$190,042

We currently keep the 3 ambulances busy, if we were to have a contaminated ambulance when a crisis such as CV19 we either will have to park it until DECON could be completed or continue using it as for that type response conclusively.

**SUB TOTAL of all items requested: First Draft
\$382,102.00**

MUTUAL MODIFICATION OF INTERLOCAL AGREEMENT
FOR POLICE PROTECTION

The County of White Pine, State of Nevada, by and through its Board of County Commissioners (“County”), the City of Ely, an incorporated City in the County of White Pine, State of Nevada, by and through its Mayor and City Council (“City”), and Scott Henriod, Sheriff of White Pine County, hereby mutually agree to modify and/or amend (“Amendment”) the July 22, 2015, Interlocal Agreement for Police Protection (“Agreement”), as follows.

WITNESSETH

WHEREAS, on July 22, 2015, the Parties entered into an Agreement for the provision of police service pursuant to Chapter 277 of the Nevada Revised Statutes;

WHEREAS, the Parties mutually wish to modify or amend the Agreement for the mutual benefit of the Parties;

WHEREAS, Section 14.0 of the Agreement permits amendments or modifications to the Agreement as long as they are mutually agreed to by the Parties;

THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree to modify or amend the Agreement as follows:

AMENDMENT

ARTICLE IV

PAYMENT

Section 4.3 Payments Applied Toward Purchase of Vehicles. From the effective date of this Amendment through June 30, 2023, if the County purchases vehicles, including patrol cars, to carry out its obligations under this Agreement, the City’s payment to the County in exchange for that fiscal year’s provision of police services will be applied to the purchase of such vehicles if so desired by the City. The County maintains the sole discretion to purchase vehicles, if at all, during a fiscal year subject to this Agreement.

Section 4.4. Lawful Expenditure. The City hereby warrants that any funds used for the purchase of vehicles pursuant to Section 4.3 may be lawfully expended for such a purpose.

Section 4.5. Joint Ownership or Title. Any vehicle purchased pursuant to Section 4.3 will

be jointly owned by the County and the City only to the extent that Nevada law requires any local government expending the funds used for the purchase of such a vehicle to own that vehicle or have that vehicle titled in its name. If no such legal requirement exists, any vehicles purchased pursuant to Section 4.3 will be owned and titled in the County's name alone.

Section 4.6. Notice of Intent to Apply Funds for Vehicle Purchase. The City must notify the County by the means described in the Agreement of its intent to have any payment contemplated by Section 4.3 apply to the purchase of any or all vehicles. The notice must be signed by properly authorized City personnel and must warrant that any funds used for the purchase of vehicle or vehicles may be expended for such a purpose under state and federal law. The notice must also indicate the City's desire to exercise joint ownership or title of the vehicle and must include legal authority demonstrating why such joint ownership or title is required by law.

Section 4.7. Character of Title Not Controlling. Regardless of how any vehicle purchased pursuant to Section 4.3 is owned or titled, the County will maintain physical and operational control of such vehicles for the duration of their useful life. During this time, the County will pay the insurance, operating costs, and maintenance costs on these vehicles. The County maintains the sole discretion regarding the useful life of any vehicle purchased pursuant to this Section.

Section 4.8. Payment Upon Disposition of Vehicle. If at the end of any jointly owned or titled vehicle's useful life, the vehicle has any monetary value that may be realized through the County's disposition of the vehicle, the City shall be entitled to a share of such money proportional to its contribution to the purchase of that vehicle in the fiscal year in which the vehicle was purchased.

The effective date of this Mutual Modification of Interlocal Agreement for Police Protection shall be July 1, 2020.

IN WITNESS WHEREOF, the parties have executed this Agreement and intend to be bound thereby on the latest date written below.

COUNTY OF WHITE PINE:

Richard Hume

CHAIRMAN

BOARD OF COUNTY COMMISSIONERS

DATE: June 10, 2020

ATTEST: [Signature]

COUNTY CLERK

CITY OF ELY:

_____ MAYOR

DATE: _____

ATTEST:

CITY CLERK

WHITE PINE COUNTY SHERIFF'S OFFICE:

[Signature]

SHERIFF

DATE: June 11, 2020

ATTEST:

[Signature]

COUNTY CLERK

June 25, 2020

MAYOR'S REPORT

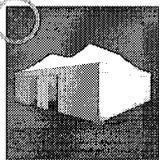
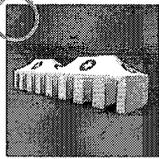
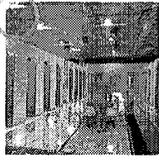
1. I approved a Special Event & 24-Hour Liquor License to:

- White Pine Public Museum, sponsored by *Ramada Inn Copper Flat Pub*, for Rock Swap & Show at 2000 Aultman Street June 27-28, 2020.

[Back to TentCraft](#)



SHOPPING CART > CHECKOUT DETAILS > ORDER COMPLETE

PRODUCT	PRICE	QUANTITY	TOTAL
 26x26 Pop-Up Mobile Infirmary	\$15,199.00	- 1 +	\$15,199.00
 13X52 Pop-Up Infirmary Tent	\$21,922.00	- 1 +	\$21,922.00
 Quick-Set Medical Partition System	\$1,289.00	- 10 +	\$12,890.00
 13x26 Flat Roof Pop-Up Infirmary	\$7,469.00	- 20 +	\$149,380.00

[← CONTINUE SHOPPING](#)

[UPDATE CART](#)

You may be interested in...

We ship our hospital & medical tents within 3 to 4 days. Are you in need of one?

2

Flat rate: \$24,246.13

Shipping

Shipping options will be updated during checkout.

Calculate shipping

Total

\$223,637.13

PROCEED TO CHECKOUT

Coupon

Coupon code

Apply coupon

TentCraft, Inc. is currently collecting sales tax in the following states: Arkansas, California, Colorado, Georgia, Idaho, Illinois, Indiana, Kansas, Louisiana, Maryland, Michigan, Minnesota, New York, North Carolina, New Jersey, Oklahoma, Pennsylvania, South Carolina, Virginia, Washington and Wisconsin. If you are tax-exempt in any states, our team will contact you for valid tax exemption forms. If you are not tax-exempt, tax will be added to your invoice at time of shipment. [Please note: We must have a valid exemption form on file for our customer, regardless of who the end user is.]

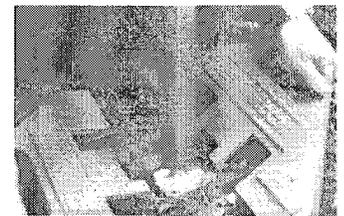
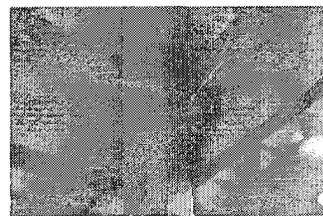
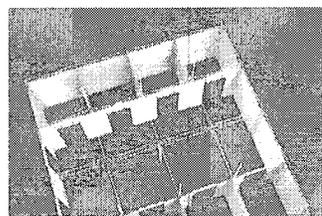
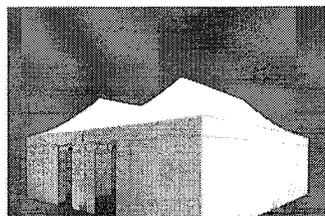
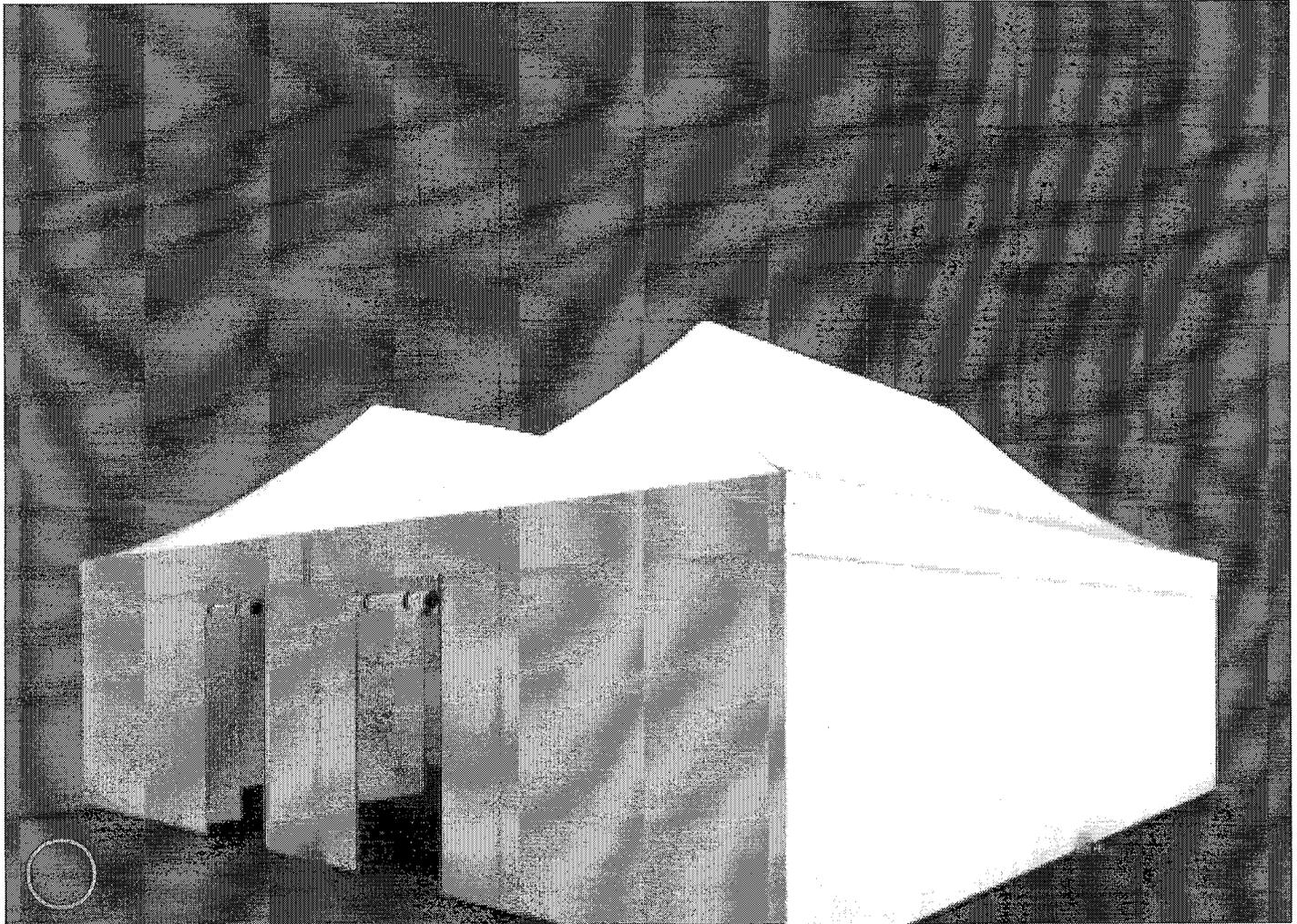
Powered by TentCraft

800.950.4553

#TentCraftTents

We ship our hospital & medical tents within 3 to 4 days. Are you in need of one?

2



HOME / TENTS

26x26 Pop-Up Mobile Infirmary

\$15,199.00

We ship our hospital & medical tents within 3 to 4 days. Are you in need of one?

2



(quantity of 9) are included for securing and anchoring each leg.

Product Code MED-2626INF-8PR

Setup time: 20 minutes with 3-4 people.

What's Included:

- (2) 13×26 Pop Up Tent Frame Systems
- Perimeter wall system and room partition system
- Room Partitions are 6.66' X 6.66'
- Rain gutter flap system that sits in between the two canopies
- 9 footplates (55-pounds each)
- Integrated wheel kit for each 13×26 frame for quick and easy transport
- Transport bags for each frame



DESCRIPTION

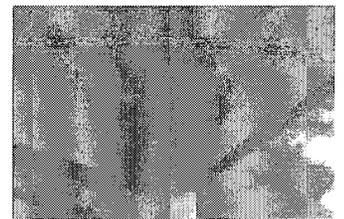
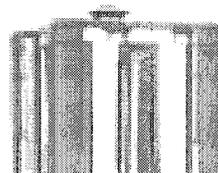
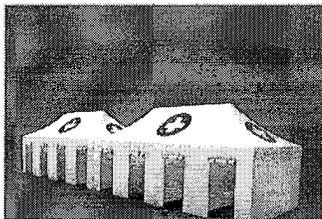
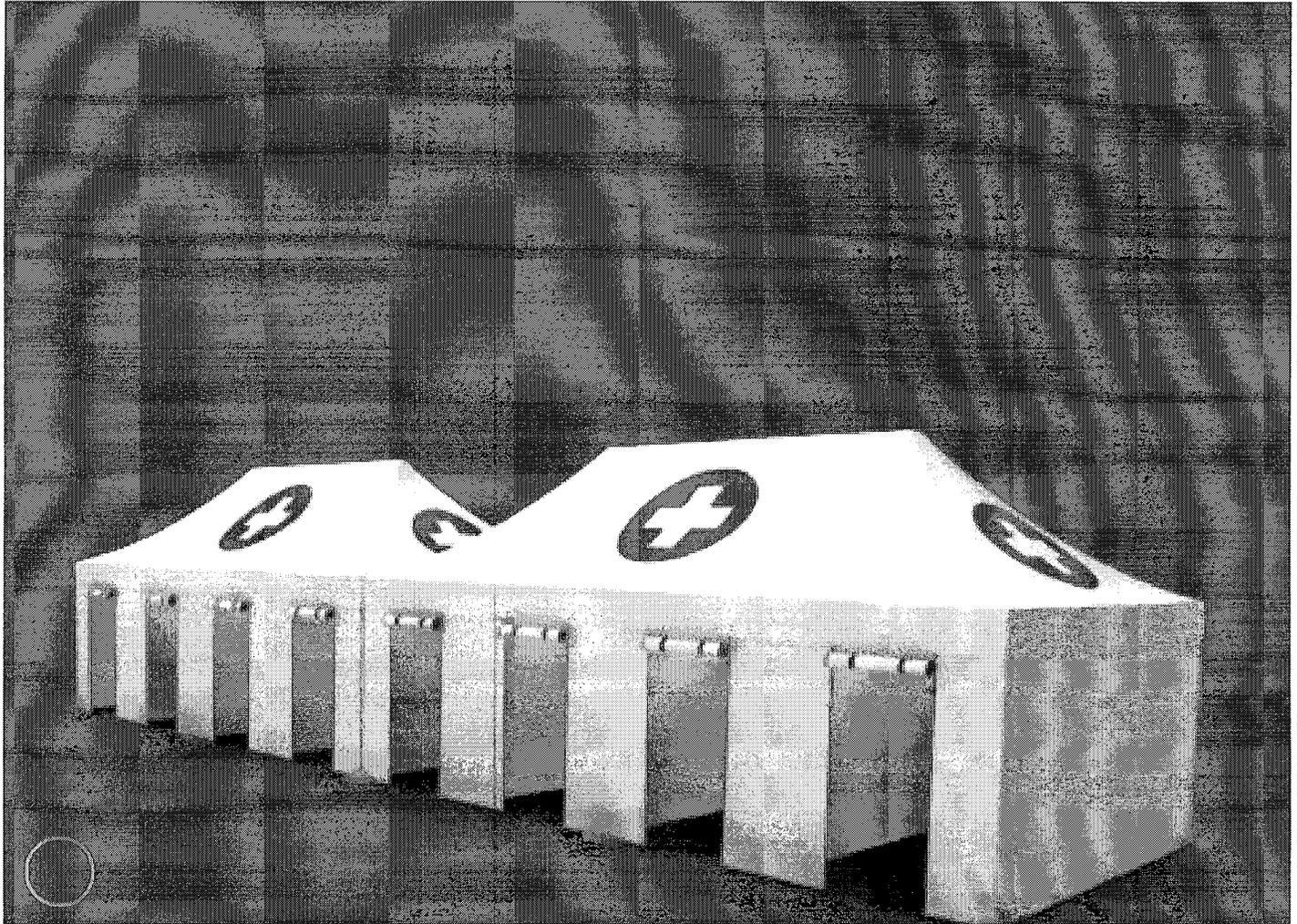
NOTICE:

While our 55-pound footplates are designed to secure your tent against heavier wind gusts, we strongly recommend using the included guy straps and stake kit at a 45 degree angle in addition to footplates. If setting up on pavement or another surface where staking is unavailable, we recommend contacting local ballasting companies (ie. Rental companies, Concrete barricade companies,). Especially if you intend to leave the tent in place for an extended period of time (days or weeks).

We ship our hospital & medical tents within 3 to 4 days. Are you in need of one?

2

[Back to TentCraft](#)



[HOME](#) / [TENTS](#)

13X52 Pop-Up Infirmary Tent

\$21,922.00

13x52 pop-up infirmary tent with 8 rooms (approximately 13 x 6.5 ft). Features 2 heavy-duty 10020 pop-up frames set up side-by-side.

We ship our hospital & medical tents within 3 to 4 days. Are you in need of one?

Product Code 2xMED-1326INF-4PR**What's Included:**

- 13X52 Heavy Duty Frame System
- Wall System with Zipper Roll-up Doors around entire perimeter
- 10 Footplates for Securing
- Transport Wheel Kit
- Transport Bag

How long does it take to set up?:

Approximately 20-25 minutes with 2-4 people.

What is the turnaround time?

Orders ship within 5 days. As capacity fills up, orders will be shipped based on a first come, first serve basis.

Can I add text or print the top a different color such as red? Does it impact turnaround time?

Yes, we can print text, colors and graphics if desired. This does not impact turnaround time as we are vertically-integrated.

Do you offer quantity discounts?

Yes. call 800-950-4553 for details.

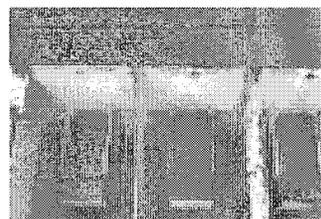
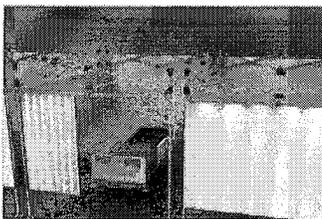
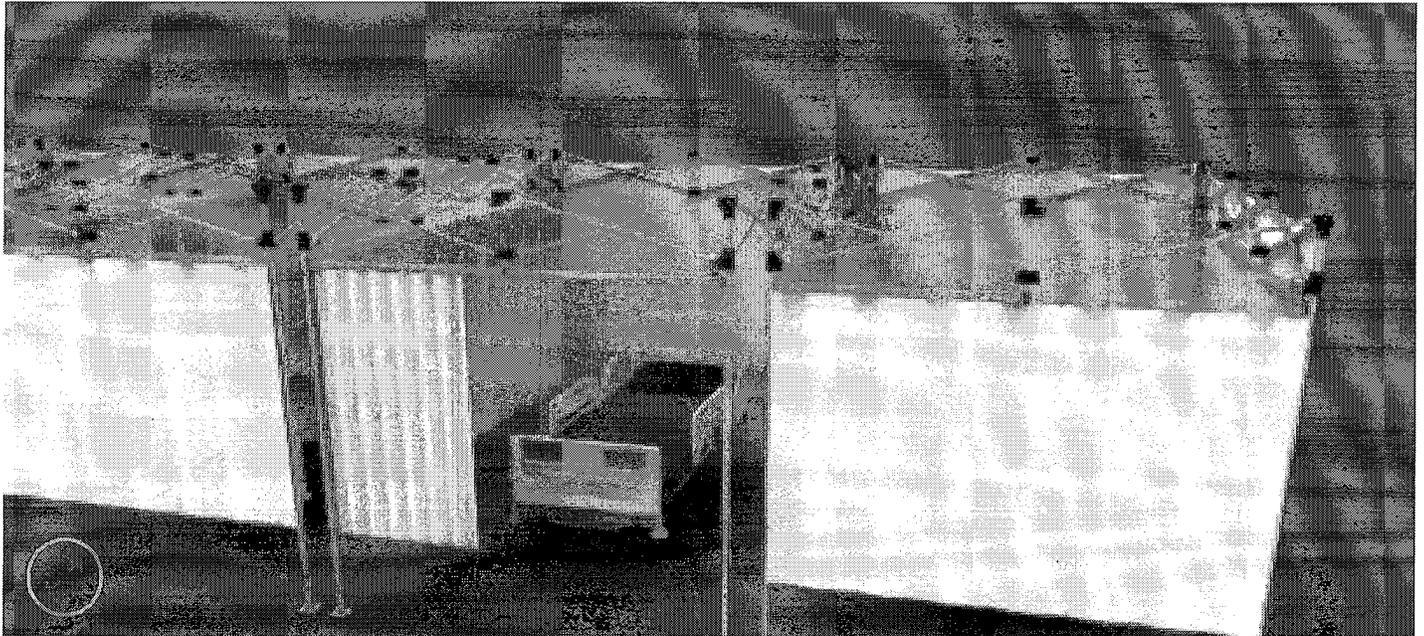
**DESCRIPTION****NOTICE:**

While our 55-pound footplates are designed to secure tents, we strongly recommend using the included guy straps and stake kit at a 45 degree angle in addition to footplates. If setting up on pavement or another surface where staking is unavailable, we

We ship our hospital & medical tents within 3 to 4 days. Are you in need of one?

2

Back to TentCraft



HOME / TENTS

Quick-Set Medical Partition System

\$1,289.00

Quick-deploy medical partition system for isolated patient care and monitoring. Measures 10.5' x 7'. Walls sit 18" above ground level. Each unit can be deployed in under 10 minutes. Frame is built from lightweight aluminum and expands in 60 seconds. Includes both vinyl and curtain walls for access to other adjacent rooms. Collapsed dimensions are **8.75" W x 9.5" L x 59.5" H**

**Bulk Discounts Available – call 800-950-4553*

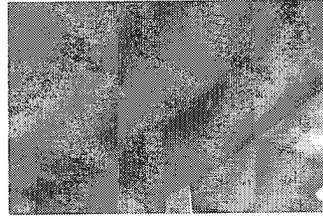
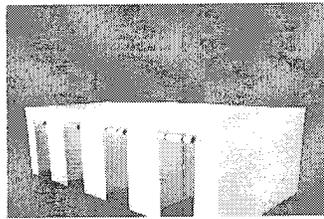
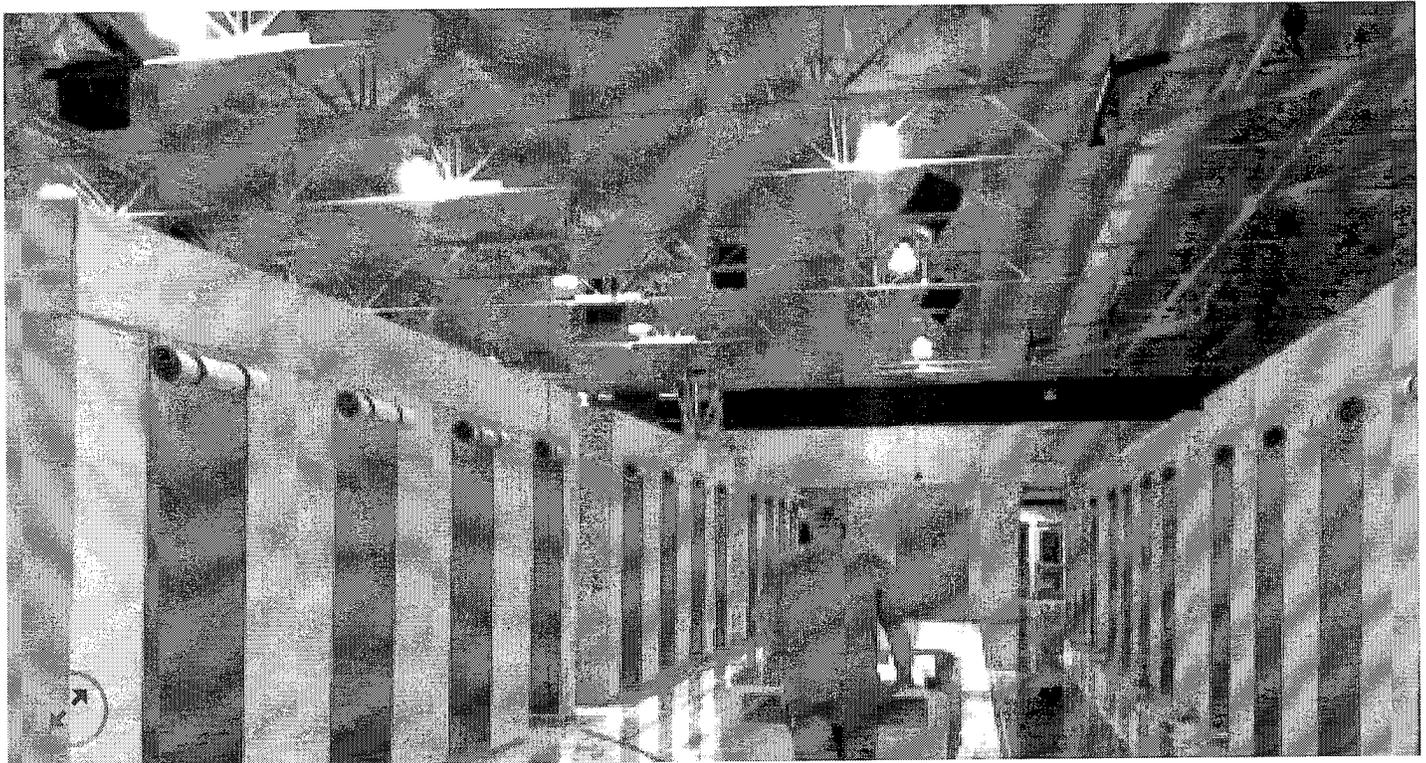
What's Included:

- 10.5' X 7' Pop-up Framework

We ship our hospital & medical tents within 3 to 4 days. Are you in need of one?

2

Back to TentCraft



HOME / TENTS

13x26 Flat Roof Pop-Up Infirmary

\$7,469.00

Turnaround time: 4-5 business days

Heavy duty, 13x26 pop-up tent with flat roof design with 4 partitioned rooms. Roll-up and curtain-style doors are used for quick access. Six 55-pound legs are included for stability. When collapsed for transport, the dimensions are 13x26x6 feet. We ship our hospital & medical tents within 3 to 4 days. Are you in need of one?

Product Code MED-1326INF-4PR

*Flat roof design is meant for indoor use or underneath a larger, engineered tent structure

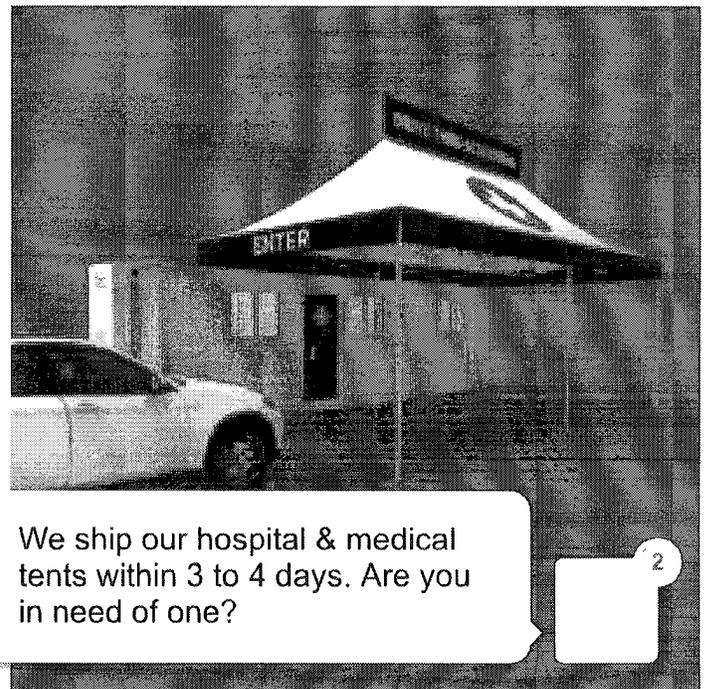
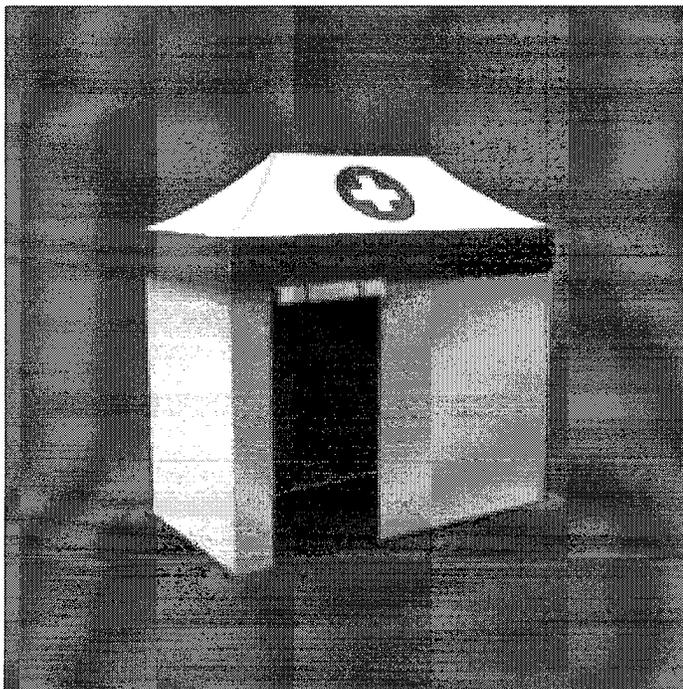
Setup Time: 25-30 Minutes with 2-4 people

What's Included

- 13x26 Pop-Up Frame System with Roof
- Perimeter Wall System with Roll-Up Doors
- Room Partitions Measure 6.66' Wide by 13' Deep
- Wheel Dolly System for Easy Transport
- 55-pound footplates (quantity of 6)
- Transport Bag
- Lifetime Frame Warranty

- 20 + ADD TO CART

RELATED PRODUCTS



Court: Ely Municipal Court

Court ID: M071701

Date: May-2020

MM YY YY

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

Criminal Caseload
(Dictionary p. 9-13)

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

1. Begin Pending

a. Active													
b. Inactive													

2. New Filings

a. Charges

						2		2	2		1	18	
						5		4	2		2	29	

3. Reopened

4. Reactivated

5. Dispositions (Entry of Judgment)

a. Original	1				1			1	1		1	8	1
b. Reopened													

6. Placed on Inactive Status

7. End Pending

a. Active													
b. Inactive													

8. Set for Judicial Review

9. Age of Active Pending Caseload

i. Original, 0 - 90 days													
ii. Original, 91 - 180 days													
iii. Original, 181 - 365 days													
iv. Original, >365 days													
v. Reopened, 0 - 60 days													
vi. Reopened, 61 - 180 days													
vii. Reopened, >180 days													

10. Time to Disposition

a. Original, Mean Number of Days													
b. Original, Median Number of Days													
c. Reopened, Mean Number of Days													
d. Reopened, Median Num. of Days													

11. Self-Represented Litigant

					1			1	1			11	1
--	--	--	--	--	---	--	--	---	---	--	--	----	---

Court: Ely Municipal Court

Court ID: M071701

Prepared by: Linnea Prengel

Date: May-2020
MMM YYYY

Approved by: Judge Michael Coster
Chief Judge

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

Criminal Case Dispositions
(*Dictionary p. 15-19*)

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

Non-Trial Dispositions

Other Manner of Disposition												3	1
Bail Forfeitures													
Nolle Prosequi (before trial)													
Transferred (before/during trial)													
Dismissed (before trial)												3	
Guilty/ Plea with Sentence (before trial)				1			1	1				1	2
Dismissed (after diversion)												1	
Total Non-Trial Dispositions				1			1	1				8	1

Trial Dispositions

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

Jury Trials

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

GRAND TOTAL DISPOSITIONS

1				1			1	1				1	8	1
---	--	--	--	---	--	--	---	---	--	--	--	---	---	---

Court: Ely Municipal Court

Court ID: M071701

Date: May-2020
MMM YYYY

Additional Criminal Caseload Statistics (p. 5)

Aggressive Driving Charges	
Graffiti Charges	
Bench Trials	
Jury Trials	

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

NOI to Seek Death Penalty Filed	
NOI Withdrawn	
Death Penalty Imposed	

Mental Competency Statistics (p. 5-6)

Orders for Mental Competency Evaluation	
Mental Competency Hearing	
Findings of Incompetence	

Court Interpreter Statistics (p. 6)

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

Additional Criminal Proceedings (p. 6-9)

Extraordinary Writs	
Search Warrants Requests	
Probable Cause Findings/Hearings	
Extradition Hearings	
Coroner's Inquest Hearings	
72-Hour Hearings	
Arraignment Hearings	
Preliminary Hearings	
Sentencing Hearings	7
Grand Jury Proceedings	
Post-Adjudication Case Activity	
Remanded Cases	
Request for Modification of Sentence	
Sentencing Violation	
Post-Conviction Relief	

Preliminary Hearing Continuances

Court Need	
Prosecution Request	
Defendant Request (pro per)	
Defense Attorney Request	
Other	
Total Prelim Hearing Continuances	
Trial Continuances	
Court Need	
Prosecution Request	
Defendant Request (pro per)	
Defense Attorney Request	
Other	
Total Trial Continuances	4

Ely Municipal Court

User: LINNEA

Community Service Report
 May 2020 - April 2021

Comm. Serv. - Misc.

	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	Total
New Partic.	0	0	0	0	0	0	0	0	0	0	0	0	0
Partic. Marked Completed	0	0	0	0	0	0	0	0	0	0	0	0	0
Partic. Marked Non-Compliant	0	0	0	0	0	0	0	0	0	0	0	0	0
Hours Assigned	0	0	0	0	0	0	0	0	0	0	0	0	0
Hours Completed	0	0	0	0	0	0	0	0	0	0	0	0	0
Hours Marked Non-Compliant	0	0	0	0	0	0	0	0	0	0	0	0	0
Money Completed	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Money Marked Non-Compliant	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Totals													

New Partic. 0
 Partic. Marked Completed 0
 Partic. Marked Non-Compliant 0
 Hours Assigned 0
 Hours Completed 0
 Hours Marked Non-Compliant 0
 Money Completed \$0.00
 Money Marked Non-Compliant \$0.00

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF ELY

AND

OPERATING ENGINEERS, LOCAL 3

JULY 1, ~~2018~~ 2020 TO JUNE 30, ~~2020~~ 2021

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EXHIBIT B-	JOB CLASSIFICATIONS EQUIPMENT OPERATORS

ARTICLE 1
PREAMBLE

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

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

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

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

ARTICLE 2
RECOGNITION

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

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

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

ARTICLE 3
DEFINITIONS

A. **Types of Employment Status**

1. **Temporary:** A temporary is one who is hired for a period not to exceed six (6) months. If a temporary employee's status is changed to probationary, his or her probationary period shall be retroactive to the date of employment provided the temporary classification is the same as the new classification. If hired to fill a different classification, the temporary employee shall serve a probationary period.

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

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

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

B. **Transfer**

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

ARTICLE 4
NON DISCRIMINATION AND HARASSMENT

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

ARTICLE 5
DISCIPLINARY PROCEDURES

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

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

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

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

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

2. Administration of Discipline.

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

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

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

(d) The employee shall have the right, but not the obligation, to respond, in writing, to any disciplinary action administered by the Department Head and/or City Administrator and leave 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 day's from administration of disciplinary action. Any response will remain in the employee's personnel file pursuant to this Article.

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

ARTICLE 6
CREATION OF NEW JOB CLASSIFICATIONS

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

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

ARTICLE 7
PERSONNEL FILE

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

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

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

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

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

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

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

ARTICLE 8
PROBATIONARY/QUALIFYING PERIOD

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

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

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

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

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

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

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

ARTICLE 9
PROCEDURE FOR FILLING VACANCIES

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

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

C. Employees interested in being considered for the position shall submit an application to the City Administrator before the internal recruitment closes.

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

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

ARTICLE 10 **WORKING OUT OF CLASSIFICATION/ACTING PAY**

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

ARTICLE 11 **STEWARDS AND BULLETIN BOARDS**

I. Stewards

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

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

II. Bulletin Boards

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

ARTICLE 12
ORIENTATION OF NEW EMPLOYEES

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

ARTICLE 13
UNION DUES

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

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

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

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

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

ARTICLE 14
RETIREMENT

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

B. Eligibility for retirement shall be governed by NRS 286,510 or its successor statute. Employees are advised to be familiar with these provisions as they apply to eligibility for retirement.

ARTICLE 15
MANAGEMENT RIGHTS

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

ARTICLE 16
UNION BUSINESS LEAVE

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

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

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

ARTICLE 17
JURY DUTY/COURT APPEARANCE

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

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

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

ARTICLE 18
CLOTHING, UNIFORMS

I. Clothing

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

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

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

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

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

II. Dress Code: Office Environment

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

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

ARTICLE 19 **BUSINESS TRAVEL EXPENSES**

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

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

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

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

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

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

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

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

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

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

ARTICLE 20
MEDICAL AND LICENSE REQUIREMENTS

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

ARTICLE 21
LAYOFF

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

B. Seniority by department shall be the determining factor in the case of layoff, demotions (in lieu of layoff) and recalls. Layoffs shall be in reverse order of seniority. Any employee who is laid off may bump an employee in another department with less seniority, when the job descriptions and skills of the positions are similar or less, The City shall give written notice thirty (30) calendar days prior to an employee's layoff or demotion in lieu of layoff. A City wide re-employment list shall be established for employees affected by layoffs and/or demotions. Seniority with the City is the priority of the re-employment list. If an employee is offered reemployment, but not qualified for the position, the City would continue down the list until they find an employee qualified. If no employee is qualified, then the City shall offer to train, by seniority, an employee on the list willing to train for the position. If an employee refuses an offer re-employment, for which she/he is qualified, the employs shall be removed from the list. Recall to employments shall occur in inverse order of layoff.

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

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

Employees with:

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

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

ARTICLE 22

LEAVE OF ABSENCE

I. Leave of Absence without Pay

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

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

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

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

II. Leave of Absence with Pay

A. When it is impractical for a registered voter to vote before or after his normal working hours.

B. When an employee acts as a volunteer firefighter or EMT as provided by NRS 268.

III. Unauthorized Absence

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

B. An unauthorized absence for three (3) consecutive days shall be regarded as an automatic resignation from City employment.

ARTICLE 23
SICK LEAVE

I. Accruals

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

B. Full time employees shall accrue sick leave at the rate of 3.7 hours per pay period.

C. Part time employees shall accrue sick leave based on the number of hours hired to work per year. For example, a part time employee hired to work twenty (20) hours per week will accrue sick leave at fifty percent (50%) of the full time employee or 1.85 hours per pay period.

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

E. Employees are encouraged to bank their sick leave in the event of a catastrophic illness or injury. In the event an employee voluntarily terminates his/her employment or is terminated as the result of a layoff, he/she shall, based on seniority as defined in Article 18, be entitled to payment for unused accrued sick leave at his or her regular hourly rate upon termination as follows:

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

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

II. Worker's Compensation

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

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

III. Sick Leave Use

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

ARTICLE 24 **BEREAVEMENT LEAVE**

A. If an employee wishes to take time off due to death of an immediate family member, the employee should notify his/her supervisor immediately. Day shall be defined as an eight (8) hour ~~or ten (10) hour~~ increment.

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

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

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

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

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

ARTICLE 25 **MILITARY LEAVE**

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

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

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

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

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

Article 26 **Grievance Procedure**

I. General.

1. Except where a remedy is otherwise provided for in this agreement, any Employee shall have the right to present a grievance arising from his employment in accordance with the rules and regulations of this procedure. A grievance shall be defined as a dispute between the City and the Union arising over the interpretation or application of a specific provision of this Agreement or the administration of disciplinary action, excluding documented oral or verbal warnings. The employee shall have thirty (30) calendar days

from issuance of verbal warning to submit a written letter of rebuttal to be placed into their file and attached to the documented verbal or verbal warning pursuant to Article 7 of this Agreement, Grievances as defined above shall be resolved pursuant to this Article.

2. The City and the Union must act in good faith and strive for objectivity, while endeavoring to reach a solution at the earliest possible step of the procedure. The aggrieved Employee shall have the assurance that filing of a grievance will not result in reprisal of any nature. The aggrieved Employee shall have the right to be represented or accompanied by a representative of the Union or another employee of their choice at all stages of the Grievance Procedure. The Union may be present at any or all such meetings, however, if they are not representing the employee, they are limited to observing the meeting only.

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

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

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

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

II. Grievance Procedure.

Step 1. Grievance:

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

decision within ten (10) working days of receipt of the formal grievance. The City Administrator must provide both the aggrieved employee and the Union with a copy of his/her response.

Step 2. Board of Adjustments:

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

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

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

Step 3. Mediation:

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

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

may be held. After the initial meeting, either party may choose to discontinue mediation by notifying the other party in writing.

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

Step 4. Arbitration:

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

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

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

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

III. Miscellaneous.

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

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

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

ARTICLE 27 **SENIORITY**

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

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

C. Continuous Service:

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

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

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

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

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

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

ARTICLE 28
HOURS OF WORK, OVERTIME AND SHIFT DIFFERENTIAL

I. Hours of Work

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

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

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

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

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

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

II. Overtime

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

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

III. Overtime Compensation

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

B. Except as set forth in paragraph II B of this Article, an employee regularly scheduled to work part time as defined in Article 3, shall be paid his/her regular straight-time

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

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

D. Overtime premium shall not be pyramided.

IV. Compensatory Time Off

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

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

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

V. Shift Differential for Snow Removal and Schedule Change

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

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

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

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

ARTICLE 29
LONGEVITY PAY

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

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

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

ARTICLE 30 HOLIDAYS

I. Recognized Holidays

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

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

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

11. ~~Martin Luther King Day~~ Family Day
12. ~~Day after Thanksgiving~~ Christmas Eve Day

12. A Christmas Day

13. ~~Birthday~~ Personal Holiday (upon completion of new hire probation period.
Article 8)

II, Holiday Pay

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

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

ARTICLE 31
ANNUAL LEAVE

I. Intent

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

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

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

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

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

II. Annual Leave Accrual Rate

<u>Years of Eligibility</u>	<u>Rate Per Pay Period</u>
0 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

A. Annual leave can be used in minimum increments of four (4) hours. To take annual leave, employees shall request advance approval from their supervisors. Vacation requests of two working days (16 hours) or less should be made as soon as possible, but not less than five (5) working days prior to the first day of vacation. All other request of sixteen (16) hours or more shall be made ten (10) working days in advance. Requests will be reviewed based on a number of factors, including business needs, seniority and staffing requirements.

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

ARTICLE 32 **GROUP INSURANCE**

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

ARTICLE 33 **STRIKES**

The Union agrees that there will be no strikes against the City under any circumstances. For the purpose of this agreement the meaning of the word "strike" shall include but not be limited to any concerted stoppage of work, slowdowns, interruption of the operations of the City by the Union.

ARTICLE 34 **SAVINGS CLAUSE**

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

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

C. This Agreement shall be binding upon the Union, upon the City and upon their respective transferees, successors and assignees (in accordance with NRS Chapter 288). If the City shall, during the term of this Agreement, be disincorporated the City shall notify White Pine County District Attorney, as the representative of the White Pine County Commission, by certified mail of the existence of this Agreement and shall simultaneously send the Union, by certified mail, a copy of such notice given to the representative of White Pine County Commission.

The Union retains the exclusive right to enter into collective bargaining with White Pine County on the terms and conditions of employment for employees covered by this collective bargaining agreement.

ARTICLE 35
SAFETY, HEALTH AND WELFARE

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

ARTICLE 36
TUITION REIMBURSEMENT

I. Tuition Reimbursement

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

II. Job Related Training

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

ARTICLE 37
WARRANT OF AUTHORITY

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

EFFECTIVE DATE AND DURATION

This agreement shall be in full force and effect from July 1, ~~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 have duly executed by their authorized representatives this _____ day of _____

City of Ely

**Operating Engineers Local
Union # 3 of the IUOE, AFL-CIO**

Nathen Robertson, Mayor

Dan Reding, Business Manager

Jennifer Lee, City Clerk

James K. Sullivan,
Recording-Corresponding Secretary

Caroline Townsend, Esq., City Attorney

Tim Neep,
Director, Public Employee Division

Phillip Herring, Sr. Business Agent

Ed Bell, Committee Member

EXHIBIT (A) - WAGE SCALE**PAY SCALE**

Effective July 1, 2018

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

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

~~Cost of Living Adjustment/Wage Rate Change~~

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

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

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

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

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

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

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

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

**EXHIBIT B
JOB CLASSIFICATIONS
EQUIPMENT OPERATORS**

Equipment Operator I

Must be capable of operating equipment listed for Operator I.

Equipment Operator II

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

Equipment Operator III

One level above Operator II, must be capable of operating the equipment listed. List includes all equipment City operates. The City will require individuals to perform and successfully pass a skills ability test prior to being promoted to a higher level. Skills test will be designed and administered by City Supervisors and experienced City operators. Upon successful completion of the test a certificate will be awarded to the individual. City will allow time during normal work hours for training, on the various equipment when time and conditions allow. Individuals are to receive authorization from both Department supervisors affected prior to starting the training.

Upgrades when Operating Equipment

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

Equipment Qualified to Operate

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

**EXHIBIT B
EQUIPMENT OPERATORS
Equipment Qualified To Operate**

Road Dept.	Land fill	Water/Sewer
Operator Level I	Operator Level I	Operator Level I
Dump Truck	Dump Truck	Dump Truck
Snow Plow	Snow Plow	Snow Plow
Operator Level II	Operator Level II	Operator Level II
Dump Truck	Dump Truck	Dump Truck
Snow Plow	Snow Plow	Snow Plow
Loader	Loader	Mini Excavator
Grader	Grader	Backhoe
Street Sweeper	Compactor	
	Water Truck	

Operator Level III	Operator Level III	Operator Level III
Dump Truck	Dump Truck	Dump Truck
Snow Plow	Snow Plow	Snow Plow
Loader	Loader	Mini Excavator
Grader	Grader	Backhoe
Smooth Drum Roller	Compactor	Sewer Rodding Machine
Street Sweeper	Dozer	
Backhoe	Backhoe	
Snow Blower	Water Truck	

An Ordinance amending Title 5, Section 3B-18 entitled KENNEL REGULATIONS, codifying the City’s existing authority to require breeders to display their business license number in all advertising and purchase receipts.

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

WHEREAS, the City has received complaints regarding “backyard breeders” within the City, thereby necessitating the following changes.

NOW, THEREFORE, the City Council of the City of Ely AMENDS THE FOLLOWING SECTIONS OF TITLE 5, Section 3B-18 OF THE ELY CITY CODE AS FOLLOWS:

5-3B-18: KENNEL REGULATIONS:

- A. Kennels: Each business licensee who operates a kennel shall pay, in addition to the foregoing fees, an annual fee to be set by resolution from time to time by the city council. (Ord. 545, 6-8-2000, eff. 6-28-2000)
- B. Application For License; Notice: Notice of the date, time and place the city council shall consider the application for a kennel license shall be sent by registered mail or personal delivery to all adjoining property owners by the applicant. The applicant is responsible for providing the names and addresses of all adjacent property owners and proof of mailing or personal delivery to city hall at least three (3) business days prior to the date the matter will be heard by the city council. (Ord. 684, 9-24-2015)
- C. Conditions Of License: The following limitations and requirements shall apply to all kennel licenses:
 - 1. Commercial Kennel License:
 - a. There shall be no limit on the number of dogs. (Ord. 545, 6-8-2000, eff. 6-28-2000)
 - b. Every dog over the age of four (4) months of age shall have a current inoculation against rabies administered by a licensed veterinarian. (Ord. 684, 9-24-2015)
 - c. Dogs shall have a run of adequate size and escape proof construction.
 - d. The property shall be zoned industrial, commercial, or O-5, and not be within a residential area comprising lots of less than five (5) acres.
 - e. The business license number assigned to a commercial kennel pursuant to subsection B must be displayed on the business’ property, in all advertising in which the commercial kennel offers a dog or cat for sale, and on any receipt of sale of a dog or cat sold by the commercial kennel.

2. Breeder's Kennel License:
 - a. The number of dogs shall be set by the council, taking into consideration the size and temperament of the dogs and the size of the owner's lot and the character of the surrounding property. (Ord. 545, 6-8-2000, eff. 6-28-2000)
 - b. Every dog over the age of four (4) months of age shall have a current inoculation against rabies administered by a licensed veterinarian. (Ord. 684, 9-24-2015)
 - c. All dogs shall be of a recognized registered breed.
 - d. Dogs shall have a run of adequate size and escape proof construction.
 - e. The property shall be at least one acre in size and zoned rural residential, commercial, industrial or O-5. (Ord. 545, 6-8-2000, eff. 6-28-2000)
 - f. The business license number assigned to a breeder pursuant to subsection B must be displayed on the business' property, in all advertising in which the breeder offers a dog or cat for sale, and on any receipt of sale of a dog or cat sold by the breeder.

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

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 June 25, 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:

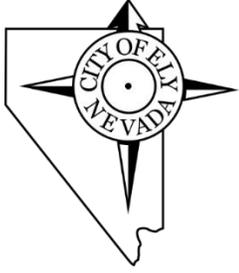
ATTESTED TO BY:

CITY OF ELY

NATHAN ROBERTSON, MAYOR

JENNIFER LEE, CITY CLERK

DRAFT



CITY OF ELY

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

June 25, 2020

BLM Ely District Office
702 North Industrial Way
Ely, NV 89301
Attn: Project Manager Tiera Arbogast

SENT ELECTRONICALLY TO: blm_nv_eydo_robinson_eis@blm.gov

RE: Robinson Mine expansion & proposed Resource
Management Plan amendment

Dear Ms. Arbogast:

The following public comment regarding the proposed Robinson Mine expansion and Resource Management Plan amendment was approved by the Ely City Council at their June 25, 2020 meeting:

The City of Ely is supportive of KGHM Robinson's proposal to amend the Robinson Project Plan of Operations, which includes resumption of mining in the Liberty Pit. It is the City's understanding from KGHM officials that Liberty Pit mining will require very minimal dewatering, allowing the South Block aquifer to recover from dewatering more quickly.

The City of Ely would appreciate the Bureau of Land Management's inclusion of community housing, a detailed reclamation plan and establishment of a new escrow agreement to ensure the City of Ely's water supply in Robinson Mine's Environmental Impact Statement.

Please do not hesitate to contact me should you have further questions.

Thank you,

Nathan Robertson
Mayor

Cc: Robinson Mine General Manager Amanda Hilton
Robinson Mine Environmental Manager Frederick Partey

The City of Ely is an equal opportunity provider and employer.

Jennifer Lee

From: myrockps182 <myrockps182@yahoo.com>
Sent: Thursday, June 11, 2020 5:40 PM
To: jlee@ElyCity.com
Subject: Hello Jennifer
Attachments: 20200601_081527.jpg; 20200601_081014.jpg; 20200601_081029.jpg; IMG_20130519_085435.jpg; IMG_20130519_083011.jpg; IMG_20130727_112733.jpg

RE:Acct.2.9154.1.

In regards to the letter to me dated 5/6/20, and our subsequent conversation (6/2/20) in relation to Ely city ordinance 731, revising the in lieu of landfill provision, to exempt certain counties only, (7); and the revocation of my previous exemption, which I deem to be unfair and discriminatory. I will list numerically my concerns, to keep it short and precise as I can.

1) Location: Elk springs, no infrastructure or services. Pack in; Pack out.

2) Past practices: Since 2003, my Clark county landfill bill or dump receipt was sufficient.

3) Last year went to Ely landfill, and visited with Ely disposal service. Both options are not feasible in my situation.

4) I also "recycle ": I pack out on my trailer, plastic, paper, glass, and cans. Will provide some pictures from my 1st trip this year, Memorial day weekend.

5) Since 2007 to current, been involved with Elk springs fuel reduction projects. Have received Federal grants, with the obligation of a 30% match on part of the landowner. As my part, I am required to remove dead trees/logs from my property. I remove by wood stove, slash burn pit, and pack out on my trailer firewood for personal use during winter in Las Vegas. So when I come down the mountain with 3 tons of wood, garbage, equipment, etc on my trailer, it is not practical or sensible to go landfill to the landfill in Ely.

As a citizen of the state of Nevada, and taxpayer both in Clark county and White Pine county, I should have an equal opportunity to use and access the landfill of my choice, as do other landowners(outside city limits) who remove their own garbage. Please forward to the city council, this information and request to reinstate again my privilege to receive a complete credit toward my obligation to pay landfill fees to the City of Ely. As in the past, I will provide proof of payment of the other landfill(Clark county) at a minimum of an annual basis. Any questions or additional documentation, please call or email me at:cell# 702-218-5006. Email: myrockps182@yahoo.com. Thank you, sincerely Robert Schumacher.



WHITE PINE TELEVISION DISTRICT #1



11 JUN 3:49PM

P.O. BOX 151704
ELY, NEVADA 89315
whitepinenvtdistrict@gmail.com

June 6, 2020

City of Ely
501 Mill Street
Ely, Nevada 89301

Re: Lease of Land on or Near the City Gravel Pit by White Pine Television District No. 1.

Dear City Council,

The White Pine Television District No. 1 is currently leasing a certain tract of land from the City of Ely located on or near the city gravel pit, which location is in the NW ¼ SE ½ Section 16, T. 16 N., R 63 E., M.D.B. & M., within the City of Ely, County of White Pine, State of Nevada. This letter shall serve as notice the White Pine Television District No. 1 no longer intends to use the premises to place satellite dishes, head end equipment or any other related equipment used in the reception and/or transmission of satellite signals for its television system. Pursuant to Article V., Section 5.01 of the lease agreement, the Television District's cessation of use of the premises as a portion of its location of equipment as set forth in the lease agreement shall cause the immediate termination of the lease.

There is a satellite dish and Conex building on the site. Only the Conex building was used by the Television District. The equipment in the building does not belong to the Television District and was not placed there by the Television District. It is the Television District's understanding of the lease agreement that the City has the option of taking possession of the building or requiring the Television District to remove it. We ask you to inform us of your decision at your earliest convenience.

The lease is for a yearly rental due in advance on July 1st of every year. The Television District intends to vacate the premises prior to July 1, 2020.

Sincerely,

Tony Whittaker, Chairman,
White Pine Television District No. 1 Board

LEASE AGREEMENT

This Agreement lease, made and entered into this 23rd day of June, ²⁰¹¹~~2010~~, by and between **WHITE PINE TELEVISION DISTRICT NO. 1**, hereinafter referred to as "Lessee", and **THE CITY OF ELY**, hereinafter referred to as "Lessor."

WITNESSETH:

WHEREAS, the City of Ely is the owner of a certain tract of land located on or near the city gravel pit, which location is in the NW ¼ SE ½ Section 16, T. 16 N., R 63 E., M.D.B. & M., within the City of Ely, County of White Pine, State of Nevada; and

WHEREAS, the City of Ely is authorized to lease real property for the benefit of the City pursuant to N.R.S. 266.265; and

WHEREAS, the City of Ely has had a lease, beginning in 1984, with White Pine Television District No. 1. That lease had a term of twenty-five (25) years which expired in May of 2009. The time is now present to renew the lease agreement;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE I

PREMISES

SECTION 1.01. Leased Premises. Lessor leases to Lessee and the Lessee hires from Lessor, that certain real property situated in the City of Ely, County of White Pine, State of Nevada, and more particularly described on Exhibit "A", and made a part hereof. As used herein, the term "premises" refers to the real property above described and to any improvements located thereon from time to time during the term hereof.

ARTICLE II

TERM

SECTION 2.01. Duration of Agreement. The term of this Agreement shall be for a period of twenty-five (25) years, commencing on June 23, ²⁰¹¹~~2010~~ through June 30, 2035, the date of signature by the parties notwithstanding and subject to the periodic review as provided herein in Section 3.01.

ARTICLE III

RENTAL

SECTION 3.01. Rate. Lessee agrees to pay Lessor for the use of the premises hereunder a yearly rental of Five Hundred Dollars (\$500.00), payable in advance on the ___ day of _____, 2010, and continuing thereafter on the ___ day of _____ during the term of this agreement. This rate may be renegotiated periodically as requested by either party after the first three (3) years of the agreement.

SECTION 3.02. Taxes and Assessments as Additional Rent. In addition to the rent payable under this Article, Lessee shall pay and discharge promptly as the same becomes due and before delinquency all taxes and assessments, whether general or special, or every kind which may be levied or assessed or become a lien on or against the demised premises or any part thereof, or any buildings or improvements on the demised premises, or on or against the leasehold of Lessee, during the term of this Agreement.

ARTICLE IV

OBLIGATIONS OF CITY

SECTION 4.01. Quiet Possession. City hereby covenants that City has good right to lease the premises for the term of this Agreement and that Lessee, upon paying the rent and performing and observing the other covenants to be performed and kept by it as provided in this agreement, shall have the peaceful and quiet possession of the premises during the term hereof.

ARTICLE V

USE OF PREMISES BY LESSEE

SECTION 5.01. Use of Premises. Lessee hereby agrees to use the demised premises to place satellite dishes, head end equipment, and other related equipment used in the reception and/or transmission of satellite signals for its television system and agrees to restrict its use to said purposes. Lessee agrees not to use the demised premises for any other purpose without first obtaining written consent of Lessor. Lessee's cessation of the use of said premises as a portion of its location of equipment as set forth above shall cause the immediate termination of this Lease and all rights thereunder.

ARTICLE VI

CONSTRUCTION OF NEW FACILITIES

SECTION 6.01. Improvement Requirements. In the event that Lessee installs any type of structure on the demised premises, such structure shall be of such a color that it would blend with the surrounding landscape in the area. All preliminary plans and specifications for said building shall be submitted to the Lessor at a minimum of thirty (30) days prior to construction for approval by Lessor.

Lessor shall give its written approval for any revisions required by Lessor within thirty (30) days after submission of the plans and specifications. The Lessor shall not unreasonably withhold such approval, and in the event of disapproval, Lessor shall give Lessee an itemized statement of reasons therefore. Failure of Lessor to inform Lessee in writing of its objection within thirty (30) days shall constitute Lessor's approval of such plans and specifications.

SECTION 6.02. Compliance with Law in Construction of any Building or Structure. Any building(s) or structure(s) hereinafter built on the leased premises by Lessee shall be constructed and maintained in compliance with the laws of the State of Nevada, and the fire, building and health ordinances and codes of the City of Ely, County of White Pine, State of Nevada, and shall be built under the inspection and subject to the lawful requirements of the Ely City Planning Commission and the Ely Building Official. The costs of all permits and fees shall be the sole responsibility of the Lessee.

SECTION 6.03. Ownership Upon Termination/Restoration of Site. At the option of Lessor, it is expressly acknowledged and understood by Lessor and Lessee that all buildings, or other improvements, erected and constructed or affixed by Lessee to or on the demised premises shall be at the termination of the Agreement, for any cause, become part of the land to be surrendered to the City, its successors or assigns, or in the alternative, Lessor may cause Lessee to immediately remove the improvements and restore the land to its original condition.

ARTICLE VII

OBLIGATIONS OF LESSEE

SECTION 7.01. Waste and Nuisance Prohibited. During the term of this Agreement, Lessee shall not commit, or suffer to be committed, any waste on the demised premises, or any nuisance.

SECTION 7.02. Maintenance and Improvement. Lessee shall, throughout the term of this Agreement, at its own cost, and without any expense to the Lessor, keep and maintain the premises, including all buildings and improvements of every kind which may be a part thereof, and all appurtenances thereto, including sidewalks adjacent thereto, if any, in good, sanitary, and neat order, condition and repair, and except as specifically provided herein, restore and rehabilitate any improvements of every kind which may be destroyed or damaged by fire, casualty or any other cause whatsoever.

SECTION 7.03. Utilities. Lessee shall fully and promptly pay for all water, gas, heat, light, power, telephone service, and other public utilities of every kind furnished to the premises throughout the term hereof, and all other costs and expenses of every kind whatsoever of or in connection with the use, operation, and maintenance of the premises and all activities conducted thereon, and Lessor shall have no responsibility of any kind for any thereof.

SECTION 7.04. Liens. Lessee shall keep all the premises and every part thereof and all buildings and other improvements at any time located thereon free and clear of any and all mechanics, materialmens, and other liens for or arising out of or in connection with work or labor done, service performed, or materials or appliances used in connection with any operations of the Lessee. Lessee shall give Lessor written notice no less than thirty (30) days in advance of the commencement of any construction, alteration, addition, improvement, or repair estimated to cost in excess of Ten Thousand Dollars (\$10,000.00) in order that Lessor may post appropriate notices of Lessor's non-responsibility.

SECTION 7.05. Indemnification of Lessor. Lessee agrees to indemnify, hold harmless, and to defend Lessor and all its servants, agents or employees from and against all liability for injuries to or deaths of persons or damages to property caused by Lessee's use and occupancy of the demised premises and its operation at the certain tract of land located on or near the city gravel pit caused by its negligence; provided that Lessee shall not be liable for injuries to or deaths of persons or damages to property caused by negligence of Lessor or the agents or employees of the Lessor. Each party hereto shall give to the other prompt and timely notice of any claim made or suit instituted coming to its knowledge which in any way directly, or indirectly, contingently or otherwise affects or might affect either.

SECTION 7.06. Insurance. Lessee shall keep and maintain liability insurance which shall include the Lessor as an additional insured against liability with sufficient levels of protection, both for property damage and for bodily injury. Lessee shall furnish the Lessor a copy of the declarations page of the insurance issued in accordance herewith.

SECTION 7.07. Assignment and Sublease. Lessee shall not in any manner, directly or indirectly, assign, hypothecate, or transfer this Agreement or any interest therein, or sublet the premises, or any portion thereof, without the written consent of the Lessor first had and obtained.

ARTICLE VIII

DEFAULT AND TERMINATION

SECTION 8.01. Termination. Lessor may terminate this Agreement by giving Lessor thirty (30) days advance written notice by personal service or by certified mail addressed to Lessee at the address hereinafter given for any reason in addition to the following events:

1. The failure of Lessee to make the lease payments pursuant to the term of payments contained herein.
2. The nonperformance by Lessee of any other term, covenant, or condition of this lease that is not cured within ten (10) days after notice of nonperformance by Lessor;
3. Any affirmative act of insolvency by Lessee, or the filing by Lessee of any petition under any bankruptcy, reorganization, insolvency, or moratorium law, or any law for the relief of, or relating to, debtors;
4. The filing of any involuntary petition under any bankruptcy statute against Lessee, or the appointment of any receiver or trustee to take possession of the property of Lessee, unless such petition or appointment is set aside or withdrawn or ceases to be in effect within ten (10) days of the date of the filing or appointment;
5. The subjection of any of Lessee's property to any levy, seizure, assignment, application, or sale for or by any creditor or governmental agency.

SECTION 8.02. Attorney's Fees and Court Costs. In the event that there is a default under this Agreement and it becomes necessary for any party hereto to employ the services of an attorney, either to enforce or to terminate this Agreement, with or without litigation, the losing party or parties to the controversy shall pay to the successful party or parties a reasonable attorney's fee and, in addition, such reasonable costs and expenses as are incurred in enforcing or terminating this Agreement.

SECTION 8.03. Waiver of Default. In the event of default under this Agreement by any party hereto, and if such default is waived by the other party or parties, such waiver shall not constitute a waiver of any subsequent default by any party, and shall not serve to vary the terms of this Agreement.

SECTION 8.04. Lessor's Right to Prevent Default. Should Lessee fail to make any payment or do any act as provided in this agreement, Lessor shall have the right, but not the obligation, without notice to or demand on Lessee, and without releasing Lessee from any obligation under this agreement, to make or do the same, and to pay, purchase, contest, or compromise any encumbrance, charge or lien that, in the sole judgment of Lessor, appears to affect the property, and in exercising such rights, incur any liability and expend whatever amounts in its discretion it may deem necessary. All expenses so incurred by Lessor shall be, without demand, immediately due and payable by Lessee and shall bear interest at the rate of eighteen percent (18%) per annum thereafter until paid.

SECTION 8.05. Lessor's Rights on Default. If Lessee should default under this lease agreement, Lessor shall have the right, among others, to terminate this lease agreement and to repossess the leased premises and cause Lessee to vacate the leased premises in the manner provided by law. If this should occur, Lessee will pay Lessor the expenses incurred in obtaining possession of

Lease Agreement – City of Ely and White Pine Television District
Page 5 of 7

the leased premises and all other damages sustained by Lessor to the extent permitted by law.

SECTION 8.06. Remedies not Exclusive. Each of the rights and remedies provided in this Agreement will be cumulative.

ARTICLE IX

MISCELLANEOUS PROVISIONS

SECTION 9.01. Right of Inspection. Lessor at all times throughout the term of the Lease shall upon providing forty-eight (48) hours written notice to Lessee be able to inspect the demised premises.

SECTION 9.02. Entire Agreement. It is hereby expressly understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties related to the subject matter hereof.

SECTION 9.03. Modification. No alteration or other modification of this Agreement shall be effective unless such modification shall be in writing and signed by the parties hereto.

SECTION 9.04. Assignments. No party to this Agreement shall assign the Agreement, nor any interest, without the written consent of the other.

SECTION 9.05. Severability. If any provisions of this Agreement are held invalid, such invalidity shall not affect the other provisions and each provisions is hereby declare to be severable.

SECTION 9.06. Governing Law. All questions with respect to the construction of this Agreement and the rights and liabilities of the parties hereto shall be governed by the laws of the State of Nevada.

SECTION 9.07. Notice. Any notice required by this Agreement to be given to either party shall be given in writing to the parties either by registered mail, return receipt requested, at the following addresses:

CITY:

Ely City Clerk
501 Mill Street
Ely, NV 89301

WHITE PINE TELEVISION DISTRICT NO. 1

White Pine Television District No. 1
P.O. Box 151704
Ely, NV 89315

Or by personal delivery of such notice to either party.

SECTION 9.08. Caption. The captions contained herein are inserted only for convenience of reference and are in no way to be construed as part of this Agreement or as a limitation on the scope of the particular paragraphs to which they refer.

SECTION 9.09. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns.

In witness, each party to the Agreement has caused it to be executed on the 23rd day of June, 2010²⁰¹¹.

White Pine Television District No. 1 - Lessee
By: Ronald S. Taylor
Authorized Representative



City of Ely - Lessor
By: Jon Hickman - Mayor

