



CITY OF ELKO
CITY MANAGER
1751 COLLEGE AVENUE
ELKO, NEVADA 89801
(775) 777-7110/FAX (775) 777-7119

The Elko City Council will meet in regular session on Tuesday, May 26, 2020
at 4:00 P.M. – 7:00 P.M., P.D.T. utilizing **GoToMeeting.com**

Please join my meeting from your computer, tablet or smartphone.
<https://global.gotomeeting.com/join/516119725>

Attached with this notice is the agenda for said meeting of the Council.
In accordance with NRS 241.020, the public notice and agenda was posted on the City of Elko
Website, **<http://www.elkocity.com>** the State of Nevada's Public Notice Website,
<https://notice.nv.gov>, and in the following locations:

ELKO CITY HALL
1751 College Avenue, Elko, NV 89801
Date: Time Posted: Wednesday, May 20, 2020 at 8:30 a.m.

Posted by: Kim Wilkinson **Administrative Assistant** *Kim Wilkinson*

The public may contact Kim Wilkinson by phone at (775)777-7110 or email at
kwilkinson@elkocitynv.gov to request supporting material for the meeting described herein. The
agenda and supporting material is available on the City website at **<http://www.elkocity.com>**

The public can view or participate in the virtual meeting on a computer, laptop, tablet or smart
phone by registering. Public Comment and questions can also be received by calling (775) 777-
0590 or by emailing: **cityclerk@elkocitynv.gov**

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Access Code: 126-317-237

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<https://global.gotomeeting.com/join/516119725>

Dated this 20th day of May, 2020

NOTICE TO PERSONS WITH DISABILITIES

Members of the public who are disabled and require special accommodations or assistance at the
meeting are requested to notify the Elko City Council, 1751 College Avenue, Elko, Nevada 89801,
or by calling (775) 777-7110.

Curtis Calder

Curtis Calder, City Manager
Elko, Nevada

CITY OF ELKO
CITY COUNCIL AGENDA
REGULAR MEETING
4:00 P.M., P.D.T., TUESDAY, MAY 26, 2020
ELKO CITY HALL, 1751 COLLEGE AVENUE, ELKO, NEVADA
GoToMeeting.com
<https://global.gotomeeting.com/join/516119725>

CALL TO ORDER

The Agenda for this meeting of the City of Elko City Council has been posted for this date and time in accordance with State of Nevada Emergency Directive 006. The public can view or participate in the virtual meeting on a computer, laptop, tablet or smart phone by registering at the link above.

ROLL CALL

PLEDGE OF ALLEGIANCE

COMMENTS BY THE GENERAL PUBLIC

Pursuant to N.R.S. 241, this time is devoted to comments by the public, if any, and discussion of those comments. No action may be taken upon a matter raised under this item on the agenda until the matter itself has been specifically included on a successive agenda and identified as an item for possible action. Comments may be made through GoToMeeting.com, or by calling (775) 777-0590, or email comments to: cityclerk@elkocitynv.gov. **ACTION WILL NOT BE TAKEN**

APPROVAL OF MINUTES: **May 12, 2020** **Regular Session**

I. PRESENTATIONS

- A. Review and possible approval of the Fiscal Year 2020/2021 Final Tentative Budget, inclusive of all funds, and matters related thereto. **FOR POSSIBLE ACTION**

Staff will provide a revised budget presentation and will be requesting approval of the 2020/2021 Final Tentative Budget approval and submittal. JB

II. CONSENT AGENDA

- A. Review and possible approval of a conceptual “Shop Local” advertising campaign, with an initial phase beginning in early June 2020, and matters related thereto. **FOR POSSIBLE ACTION**

Due to projected reductions in Consolidated Sales Tax revenue, the City of Elko wants to remind citizens of the importance of shopping locally, especially during

economically challenging times. Elko County has indicated a willingness to contribute to the campaign.

The initial phase of the “Shop Local” advertising campaign includes a robust marketing effort utilizing various local media sources, with the goal of reducing retail leakage and stimulating the local economy. The City of Elko has identified \$30,000 in the current Fiscal Year Budget and Elko County has identified \$10,000 in the current Fiscal Year Budget, for a total of \$40,000 for the campaign.

Although conceptual, the proposed “Shop Local” advertising campaign is an important step in our local economic recovery. Approval of this particular campaign does not preclude other organizations and/or businesses from participating in this, or similar campaigns. CC

III. PERSONNEL

- A. Review, consideration, and possible approval of an Agreement between the City of Elko, and the Elko Fire Fighters Association Local 2423 of the International Association of Fire Fighters, July 1, 2020 – June 30, 2021, and matters related thereto. **FOR POSSIBLE ACTION**

The City of Elko has concluded negotiations for FY 2020/2021. A redlined copy of the proposed Collective Bargaining Agreement has been included in the agenda packet for review. SS

Note: This portion of the meeting may be closed pursuant to NRS 288; therefore the Council may move to adjourn the meeting prior to consideration of this item.

IV. APPROPRIATIONS

- A. Review and possible approval of Warrants, and matters related thereto. **FOR POSSIBLE ACTION**
- B. Review and possible approval of Print n’ Copy Warrants, and matters related thereto. **FOR POSSIBLE ACTION**
- C. Review and possible approval of Great Basin Engineering Warrants, and matters related thereto. **FOR POSSIBLE ACTION**
- D. Review, consideration, and possible award of the Public Works Department Preventive Maintenance Project 2020, to apply Micro Slurry Seal to select City Streets, and matters related thereto. **FOR POSSIBLE ACTION**

At the April 14, 2020 Council meeting, Staff was authorized to solicit bids for the Preventive Maintenance Project 2020. Bids were received until 3:00 p.m., on May 21, 2020. D

V. 5:30 P.M. PUBLIC HEARINGS

- A. Second reading, public hearing, and possible adoption of Ordinance No. 853, an ordinance amending title 5, Chapter 3, Section 1, of the Elko City Code entitled “Definitions for Animals and Fowl”, and matters related thereto. **FOR POSSIBLE ACTION**

On April 28, 2020, the City Council initiated this ordinance at the request of a City of Elko resident to increase the number of laying hens allowed at private residences, for noncommercial use from two to four. Council approved first reading, and set it for public hearing on May 12, 2020. KW

- B. Second reading, public hearing, and possible adoption of Ordinance No. 852, an ordinance amending Title 8, Chapter 2, Section 3-2 entitled “Mandatory Installation of Conduit”, and matters related thereto. **FOR POSSIBLE ACTION**

First reading of Ordinance No. 852 was conducted on May 12, 2020. MR

VI. REPORTS

- A. Mayor and City Council
- B. City Manager – Update on City staffing & potential reopening plans.
- C. Assistant City Manager
- D. Utilities Director
- E. Public Works
- F. Airport Manager
- G. City Attorney
- H. Fire Chief
- I. Police Chief
- J. City Clerk
- K. City Planner
- L. Development Manager
- M. Financial Services Director
- N. Parks and Recreation Director
- O. Civil Engineer
- P. Building Official

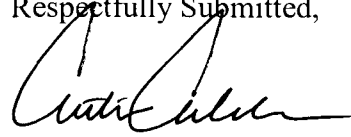
COMMENTS BY THE GENERAL PUBLIC

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NOTE: The Mayor, Mayor Pro Tempore, or other Presiding Officer of the City Council reserves the right to change the order of the agenda, and if the agenda has not been completed, to recess the meeting and continue on another specified date and time. Additionally, the City Council reserves the right to combine two or more agenda items, and/or remove an item from the agenda, or delay discussion relating to an item on the agenda at any time.

ADJOURNMENT

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Curtis Calder", written over the printed name.

Curtis Calder
City Manager

City of Elko)
County of Elko)
State of Nevada)

SS May 12, 2020

The City Council of the City of Elko, State of Nevada met for a special meeting beginning at 4:00 p.m., Tuesday, May 12, 2020. Due to the COVID-19 pandemic the meeting was held via GoTo Meeting.

This meeting was called to order by Mayor Reece Keener. He stated the agenda for this meeting has been posted for this date and time in accordance with State of Nevada Emergency Directive 006. The public can participate by phone, tablet, laptop, or computer by registering with the Goto Meeting link provided in the agenda. Questions can be sent to cityclerk@elkocitynv.gov.

CALL TO ORDER

ROLL CALL

Mayor Present: Reece Keener

Council Present: Councilwoman Mandy Simons
Councilman Robert Schmidtlein
Councilman Chip Stone
Councilman Bill Hance

City Staff Present: Curtis Calder, City Manager
Scott Wilkinson, Assistant City Manager
Dale Johnson, Utilities Director
Kelly Wooldridge, City Clerk
Candi Quilici, Accounting Manager
Jan Baum, Financial Services Director
Dennis Strickland, Public Works Director
Bob Thibault, Civil Engineer
Cathy Laughlin, City Planner
Jim Foster, Airport Manager
Michele Rambo, Development Manager
Matt Griego, Fire Chief
Dave Stanton, City Attorney
Ty Trouten, Police Chief
Diann Byington, Recording Secretary

PLEDGE OF ALLEGIANCE

COMMENTS BY THE GENERAL PUBLIC

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GoToMeeting.com, or by calling (775) 777-0590, or email comments to: cityclerk@elkocitynv.gov. **ACTION WILL NOT BE TAKEN**

There were no public comments.

I. APPROPRIATIONS

- A. Review and possible approval of Warrants, and matters related thereto. **FOR POSSIBLE ACTION**

**** A motion was made by Councilwoman Simons, seconded by Councilman Schmidtlein, to approve the general warrants.**

The motion passed unanimously. (5-0)

APPROVAL OF MINUTES: April 28, 2020 Regular Session

The minutes were approved by general consent.

I. APPROPRIATIONS (Cont.)

- B. Review and possible approval of Great Basin Engineering Warrants, and matters related thereto. **FOR POSSIBLE ACTION**

**** A motion was made by Councilwoman Simons, seconded by Councilman Hance, to approve the Great Basin Engineering warrants.**

The motion passed. (4-0 Councilman Schmidtlein abstained.)

- C. Consideration and possible award of bid for Snow Removal Equipment contingent on funding by the Federal Aviation Administration through Airport Improvement Grant #51, and matters related thereto. **FOR POSSIBLE ACTION**

Council previously authorized Staff to apply for FAA Grant Application #AIP 51 on March 12, 2019. On April 14, 2020, City Council authorized Staff to solicit bids. Bids were opened on May 7, 2020. The project consists of acquiring new Snow Removal Equipment (SRE), i.e., truck, plow, and de-icing sprayer. This grant is fully funded by the FAA with no local match required. Staff will provide a recommendation from Jviation, Inc. to award the bid. As a reminder, the FAA will award grants based on bids. JF

Jim Foster, Airport Manager, explained Council should have received the Jviation documents showing their recommendation for award of the Grants to Wausau Equipment Company Inc. The engineer's estimate came in at \$320,000. Wausau came in at \$269,525.

Mayor Keener asked if this included delivery.

Mr. Foster answered yes, that included delivery and training.

**** A motion was made by Councilman Schmidtlein, seconded by Councilwoman Simons, to award the bid to Wausau Equipment Company Incorporated, in the amount of \$269,525 for AIP 51 Snow Removal Equipment.**

The motion passed unanimously. (5-0)

II. SUBDIVISIONS

- A. Review, consideration, and possible approval of Final Map No. 1-20, filed by Kelly Builders, LLC, for the development of a subdivision entitled Townhomes at Ruby View involving the proposed division of approximately 1.297 acres of property into 10 lots for residential development and 1 common lot within the R (Single-Family and Multiple-Family Residential) Zoning District, and matters related thereto. **FOR POSSIBLE ACTION**

The subject property is located on the south side of Indian View Heights Drive near the intersection of Griswold Drive (APN 001-530-026). The Planning Commission considered this item on May 5, 2020, and took action to forward a recommendation to conditionally approve Final Map 1-20. MR

Michele Rambo, Development Manager, explained this is a Final Map for a townhouse project they have looked at previously. There will be ten townhouse lots and one common lot.

Mayor Keener said he noticed one of the applicants was present for the meeting. He asked if she had any comments.

Lana Carter, Carter Engineering, stated she didn't have any comments at this time.

Councilman Schmidtlein thought it was a great project moving forward. It fits right in to that area and will work out great.

**** A motion was made by Councilman Schmidtlein, seconded by Councilman Hance, to conditionally approve Final Map 1-20 for the Townhomes at Ruby View subdivision subject to the findings and conditions as recommended by the Planning Commission.**

The motion passed unanimously. (5-0)

- B. Review, consideration and possible approval of Final Map No. 2-20, filed by Koinonia Development, LP, for the development of a subdivision entitled Mountain View Townhomes Unit 1 involving the proposed division of approximately 3.27 acres of property into 12 townhouse lots for residential development, 1 common lot, and 1 remainder parcel for future development within the CT (Commercial Transitional) Zoning District, and matters related thereto. **FOR POSSIBLE ACTION**

The subject property is located on the south side of N 5th Street at the intersection of Mary Way. (APN 001-610-096, 001-610-097, 001-610-098, 001-610-099, and a portion of 001-610-075). The Planning Commission considered this item on May

5, 2020, and took action to forward a recommendation to conditionally approve Final Map 2-20. MR

Ms. Rambo explained this is a Final Map for a proposed Townhome subdivision. This is for Unit 1 that consists of 12 units.

Mayor Keener asked if there were any concerns.

Ms. Rambo answered that there were no major concerns. There were a few minor concerns that can be fixed quickly.

**** A motion was made by Councilman Stone, seconded by Councilwoman Simons, to conditionally approve Final Map 2-20 for the Mountain View Townhomes Unit 1 subdivision subject to the findings and conditions as recommended by the Planning Commission.**

The motion passed unanimously. (5-0)

III. NEW BUSINESS

- A. Review, consideration, and possible approval of a Performance/Maintenance Agreement for subdivision improvements associated with the Mountain View Townhomes Unit 1 subdivision, and matters related thereto. **FOR POSSIBLE ACTION**

Elko City Code 3-3-21 requires the subdivider to have executed and filed an agreement between the subdivider and the City for the required subdivision improvements, including stipulations on the timeframe for when those improvements are to be completed, and to post a performance guarantee in accordance with Elko City Code 3-3-22. As part of the conditions of approval for Final Map 2-20, the Planning Commission recommended that the agreement be approved by the City Council and be entered into by the developer within 30 days of the City Council's approval of the Final Map. MR

Ms. Rambo explained this is our standard Performance/Maintenance Agreement. The City Attorney has reviewed and approved the agreement.

**** A motion was made by Councilwoman Simons, seconded by Councilman Hance, to approve the Performance/Maintenance Agreement for subdivision improvements associated with the Mountain View Townhomes subdivision and require that the developer enter into the agreement within 30 days.**

The motion passed unanimously. (5-0)

- B. Review, consideration, and possible approval of a slope easement for grading associated with the Mountain View Townhomes subdivision, and matters related thereto. **FOR POSSIBLE ACTION**

Due to the existing topography of the development site, the applicant's engineer is proposing off-site grading onto City of Elko-owned property (a portion of

Mountain View Park). A condition of approval of the Tentative Map was that a slope easement be granted to allow for this off-site grading.

This slope easement was considered by the City Council at the April 28, 2020 meeting. However, the recommended motion presented by staff was incorrect. At this time, staff is bringing this item back for an appropriate motion. MR

Ms. Rambo reminded Council they look at and approved this at the last meeting but the motion was wrong. This will clean up that motion.

Dave Stanton, City Attorney, said the document was approved previously but he didn't see the document attached to the packet. We may want to make a statement that it was approved previously. The motion needs to mention the Grant of Easement document that was previously approved.

**** A motion was made by Councilwoman Simons, seconded by Councilman Stone, to approve the slope easement for grading associated with the Mountain View Townhomes subdivision as presented and acknowledge there is no change to the previously approved Grant of Easement.**

The motion passed unanimously. (5-0)

- C. Review, consideration, and possible approval of a public utility easement associated with the Mountain View Townhomes subdivision, and matters related thereto. **FOR POSSIBLE ACTION**

The project site is located adjacent to an existing drainage channel. The approved Tentative Map shows the onsite drainage being directed to this drainage channel via a public utility and drainage easement. A condition of approval of the Tentative Map was that a public utility and drainage easement be granted to allow for this drainage movement. MR

Ms. Rambo explained this public utility easement runs along the south side of the property and down into the existing drainage that goes into Mountain View Park. We need a drainage easement in place for this to work.

**** A motion was made by Councilman Schmidlein, seconded by Councilwoman Simons, to approve the public utility and drainage easement associated with the Mountain View Townhomes subdivision as presented.**

The motion passed unanimously. (5-0)

- D. Review, consideration, and possible approval of a Performance/Maintenance Agreement for subdivision improvements associated with the Townhomes at Ruby View subdivision, and matters related thereto. **FOR POSSIBLE ACTION**

Elko City Code 3-3-21 requires the subdivider to have executed and filed an agreement between the subdivider and the City for the required subdivision improvements, including stipulations on the timeframe for when those improvements are to be completed, and to post a performance guarantee in

accordance with Elko City Code 3-3-22. As part of the conditions of approval for Final Map 1-20, the Planning Commission recommended that the agreement be approved by the City Council and be entered into by the developer within 30 days of the City Council's approval of the Final Map. MR

Ms. Rambo explained this is another performance/maintenance agreement. This time it is for the Townhomes at Ruby View. It is the standard agreement and has been reviewed by the City Attorney.

**** A motion was made by Councilman Hance, seconded by Councilwoman Simons, to approve the Performance/Maintenance Agreement for subdivision improvements associated with the Townhomes at Ruby View subdivision and require that the developer enter into the agreement within 30 days.**

The motion passed unanimously. (5-0)

- E. Review, consideration, and approval of the 2020 City of Elko Land Inventory update, and matters related thereto. **FOR POSSIBLE ACTION**

City of Elko Land Inventory spreadsheet is to be updated when necessary. Planning Commission reviewed the modifications at their May 5, 2020 meeting and recommended to City Council to approve the updated land inventory. CL

Cathy Laughlin, City Planner, explained in the packet there were two different maps that indicate the changes being proposed. She went over both.

**** A motion was made by Councilman Stone, seconded by Councilman Hance, to approve the updated 2020 City of Elko Land Inventory.**

The motion passed unanimously. (5-0)

- F. Consideration and possible acceptance of Federal Aviation Administration CARES ACT Grant, and matters related thereto. **FOR POSSIBLE ACTION**

The Coronavirus Aid, Relief, and Economic Security (CARES) signed into law by the President on March 27, 2020, includes \$10 billion in funds to be awarded as economic relief to eligible U.S. airports affected by the prevention of, preparation for, and response to the COVID-19 pandemic. Additionally, the CARES Act provides new funds distributed by various formulas for all airports that are part of the national airport system. An airport owner/sponsor may use these funds for any purpose for which airport revenues may be lawfully used. JF

Jim Foster, Airport Manager, explained this is part of the CARES funding that was awarded through the FAA. It was based upon many factors and we are fortunate to get this money. We can use this for any purpose at the Airport.

Mayor Keener thought it was a great program.

Councilwoman Simons asked if it could be used to attract an airline.

Mr. Foster answered the airport could not use the money for that.

**** A motion was made by Councilman Hance, seconded by Councilwoman Simons, to authorize staff to accept the award of the FAA CARES ACT Grant in the amount of \$1,356,902.**

The motion passed unanimously. (5-0)

IV. RESOLUTIONS AND ORDINANCES

- A. Review, consideration, and possible action to propose an amendment to Elko City Code Title 8, Chapter 2, Section 3-2 entitled "Mandatory Installation of Conduit" and conduct first reading of Ordinance No. 852, and matters related thereto. **FOR POSSIBLE ACTION**

Elko City Code Section 8-2-3-2 requires a person undertaking a public works project or conducting a private excavation within a public right-of-way to install underground communications infrastructure on behalf of the City. The underground communications infrastructure is automatically owned by the City upon installation, at which time the City reimburses the permittee for the cost of installation. The proposed amendment to City Code Section 8-2-3-2 would permit telecommunications providers to retain exclusive use of underground communications infrastructure for up to five years after installation in private excavations, so long as the City is not obligated to reimburse the telecommunications providers for the cost of installation during that period. Permittees would be required to offer underground communications infrastructure for dedication to the City prior to reimbursement for the cost of installation. MR

Michele Rambo, Development Manager, explained this is another ordinance change to facilitate our telecommunication advancement throughout the city.

Scott Wilkinson, Assistant City Manager, added they have had several communications with at least one provider, and this issue has come up where the provider believes that if they are required to install this mandatory conduit, then a competitor would be able to come in and utilize that conduit and capitalize on their expense. They requested some level of protection for a period of five years. He discussed this with the City Attorney and thought they could provide the protection for all providers and not just one. That way all providers have equal protection and there is a level playing field. They want to minimize damage to our roads and leave potential for other providers to come into Elko. He is recommending a period of five years as the maximum.

Mayor Keener said he heard from a party that they had concerns about it because their financing period is ten years. The bank would be more confident with ten years of protection.

Mr. Wilkinson thought the concerns are a bit over-stated. We have no idea what a future provider will need for infrastructure. It won't be as simple as putting new fiber into a competitor's conduit; there will be a lot of other work to be done. If we go ten years we may be starting to defeat the purpose of initiating and passing the ordinance requiring conduit.

Mayor Keener asked if we needed to come back and change this, would it be difficult to do so?

Mr. Wilkinson answered he would have to defer to Dave Stanton. If they decide to change from five years to ten years between the first and second reading, that could be a significant change.

Dave Stanton, City Attorney, answered a change like that would be a very significant change. It would be a different ordinance than what is being proposed. They would have to come back with a different ordinance.

Mayor Keener called for public comment without a response.

**** A motion was made by Councilwoman Simons, seconded by Councilman Hance, to proposed an amendment to Elko City Code Title 8, Chapter 2, Section 3-2 entitled "Mandatory Installation of Conduit" and conduct first reading of Ordinance No. 852.**

The motion passed unanimously. (5-0)

- B. First Reading of Ordinance No. 853, an ordinance amending title 5, Chapter 3, Section 1, of the Elko City Code entitled "Definitions for Animals and Fowl", and matters related thereto. **FOR POSSIBLE ACTION**

On April 28, 2020, the City Council initiated this ordinance at the request of a City of Elko resident to increase the number of laying hens allowed at private residences, for noncommercial use from two to four. KW

Kelly Wooldridge, City Clerk, explained at the last meeting we initiated this ordinance. It is a simple change from two hens to four.

Mayor Keener asked if it was per parcel or per residence.

Ms. Wooldridge answered that was not specific in the code.

Mayor Keener called for public comment without a response.

**** A motion was made by Councilwoman Simons, seconded by Councilman Hance, to conduct first reading of Ordinance No. 853, and set the matter for public hearing, second reading and possible adoption.**

The motion passed unanimously. (5-0)

V. PETITIONS, APPEALS, AND COMMUNICATIONS

- A. Review, consideration, and possible action to accept a petition for the vacation of a portion of the Juniper Street and 6th Street Right-of-Way, consisting of an area approximately 3,636 sq. ft., filed by Brian and Dena Starkey, and processed as Vacation No. 1-20, and matters related thereto. **FOR POSSIBLE ACTION**

The City of Elko issued a license agreement in 1987 and another in 1999 to occupy the area requested to be vacated by this petition. There have been three (3) property

owners since that license agreement was issued, and no new license agreements have been issued. The applicant purchased the property in 2018, and would like to vacate any excess Right-of-Way. CL

Cathy Laughlin, City Planner, explained in the memo (included in the packet), on the first page was a photo. The area outlined in blue was the property owned by the Starkeys. The area outside of that is what is proposed to be vacated. The proper way to handle this vacant property is to vacate it to the adjacent property owner. Up the street, that is what we have done for other property owners.

Mayor Keener thought there was enough space for a parcel.

Ms. Laughlin answered there are topography issues. There is a retaining wall along Juniper Street. An engineering firm has been retained to do some design work for sidewalks. The retaining wall will remain where it is. She wasn't how much usable property there would be.

Mayor Keener thought the roofline of the house runs along the property line and may not be in conformance.

Councilman Schmidtlein asked if the vacation is approved, will the property owner be required to complete the curb, gutter and sidewalk improvements along Juniper and 6th Street.

Ms. Laughlin answered the vacation would be conditioned upon the installation of the improvements. That is why they have been working on this for over a year.

Councilman Schmidtlein asked if there was a condition on when this work should be completed by.

Ms. Laughlin answered the work would need to be completed before the Mayor signs the Resolution.

**** A motion was made by Councilman Schmidtlein, seconded by Councilwoman Simons, to accept the petition for vacation and direct staff to commence the vacation process by referring the matter to the Planning Commission.**

The motion passed unanimously. (5-0)

- B. Ratification of the Police Chief issuing a 30-day Temporary Retail Liquor License and issue a Regular Packaged Liquor License, to Jaskaran Raj and Mandeep Kaur, DBA Our Store, located at 1015 5th Street, Elko, NV 89801, and matters related thereto. **FOR POSSIBLE ACTION**

Chief Trouten explained the applicants currently hold other liquor licenses and were able to complete the background check without having to go through the fingerprint process. He issued a temporary license on April 28. He recommended issuing a Regular Retail Liquor License.

Mayor Keener called for public comment without a response.

**** A motion was made by Councilwoman Simons, seconded by Councilman Hance, for ratification of the Police Chief Issuing a 30-day temporary retail liquor license and issue a Regular Packaged Liquor License to Jaskaran Raj and Mandeep Kaur, dba Our Store, located at 1015 5th Street, Elko, Nevada, 89801.**

The motion passed unanimously. (5-0)

- C. Review and consideration of a request from Elko High school Graduation Parade Committee to utilize a different parade route as well as a request for the City to utilize the community donation fund to pay the parade fee, and matters related thereto. **FOR POSSIBLE ACTION**

The City Clerk's Office received an application by the Elko High School Graduation Parade Committee to hold a parade for graduation due to the COVID-19 situation. The parade route is in the agenda packet. The committee is also requesting the City utilize the Community Donation Fund to pay the parade fee.
KW

Councilman Stone disclosed that he is heavily involved in the planning of this parade but didn't believe he had a conflict and didn't need to abstain from the discussion and vote.

Kelly Wooldridge, City Clerk, explained the route is attached to the application and included in the packet.

Kim McKnight, Elko High School, explained in the case that they cannot hold their traditional graduation ceremony, they would like to hold this parade as their backup. She explained the parade route. It will be a long parade and do not plan on blocking off traffic. They will be going about 15 mph so no one gets hurt.

Mayor Keener thought it was a good plan. He called for public comments without a response.

Curtis Calder, City Manager, explained with 280 vehicles, you are looking at a mile long procession. The entire route is three miles and at one time about 2/3 of it will have vehicles in it blocking traffic.

Chief Trouten said the idea is to have groups of vehicles released. The officers on Jennings will allow traffic on it that are not included in the parade. They are proposing 50-70 vehicles at a time to be released.

Councilwoman Simons said she had a problem with the City paying for this parade. We already agreed the City would pay for the annual Homecoming Parade. She thought it might be better if this parade was paid for with a private donation from her family or a group of people rather than the City.

Dave Stanton, City Attorney, said the City does not have the authority to waive fees. This seems to be on the edge of doing that; using community funds to pay the fee. He questioned whether the Council could grant this.

Mayor Keener said he would be willing to chip in on this. The former Mayor Chris Johnson also said he would be willing to donate.

The other Council Members agreed to contribute to the parade fee.

Ms. McKnight thanked everyone for their help. She will update everyone on the start time of the parade once they have a better idea of how many cars there will be.

**** A motion was made by Councilman Hance, seconded by Councilwoman Simons, to approve the parade application for the Elko High School Graduation route as presented, with donations covering the Parade Fee.**

The motion passed unanimously. (5-0)

VI. REPORTS

A. Mayor and City Council

Mayor Keener reported he spoke to Gary Pinkston (the Elko Junction developer) this morning. Kohl's is looking at doing a soft opening next week, with a grand opening when the situation presents itself. He is keeping busy with lots of correspondence from the public. It is important for us all to be available and help out when we can.

B. City Manager

Curtis Calder reported Emergency Directive 018 provided for some limited re-opening across the community. We are still working through some of the technicalities as they regard to our own properties. There will be limited use in the parks and we will not have the use of the restrooms. We are starting to make preparations for when we will start opening our doors.

Mayor Keener said he knew we are caught by the pandemic. If something like this happens again, will our employees be set up to work remotely again.

Mr. Calder answered we are set up for some key positions to be able to work remotely. If we were to have a lot more people working remotely it would take a concerted IT effort to do that. Some of the issues in the latest directive is that some of our buildings are way too tight. For example: the modular buildings, we cannot have the same number of people in there under OSHA regulations now. We will have to move half of those people to other places. We will have to look at getting an alternate facility that is much larger. He didn't think the social distancing will go away any time soon.

C. Assistant City Manager

Mayor Keener asked if he has had contact with the Railroad lately.

Scott Wilkinson answered he has not.

Mayor Keener asked if they are waiting to hear from us.

Scott Wilkinson answered we are waiting to hear back from them. We are waiting on the easement.

Curtis Calder added the Railroad owes us a few things. As far as the easement on VFW, it is supposedly good to go but we haven't seen it yet. We need to have an agreement regarding splitting the appraisal costs in place before we start the appraisal process.

D. Utilities Director

Dale Johnson reported the WRF/Water shop is coming along. They should be pouring the footings next week. They will be doing a study to track COVID-19 in our effluent wastewater. That study should let us know how much COVID-19 is in our community, whether it is increasing or decreasing. Only 385 communities are participating in the study.

Mayor Keener said he noticed some water pouring out of a well behind Sherman Station. He called Dispatch to report the water and they said the system was being flushed.

Dale Johnson said that is a seasonal well and must be flushed before it goes online each year.

E. Public Works

Dennis Strickland reported they will probably start on Cedar Street after the holiday.

F. Airport Manager

Jim Foster reported they are still getting one flight in a day with just a few passengers on each flight. There were a few good days when they had 13 and 7 people. He is optimistic things will start to pick up.

G. City Attorney

H. Fire Chief

Chief Griego reported that all his crews are healthy. Everyone came back negative when they were tested. We are moving into fire season with a few fires already. He is expecting a busy fire season. COVID-19 is changing the way they stage for fires because they don't want to bring all the fire teams together and risk exposure. The EOC has slowed down where they are meeting once a week rather than daily. They will be moving into a multi-agency coordination group that will start involving more elective officials and City and County officials.

I. Police Chief

Chief Trouten reported that a fair amount of his employees have been tested and came back negative. They have seen an uptick in their calls for service. They will be bringing back their Domestic Violence employee back soon. They brought back the Animal Control Officer on Monday due to the number of calls for bite cases and neglected animals. Next week, our two cadets in POST will graduate.

J. City Clerk

K. City Planner

L. Development Manager

Mayor Keener asked Michele Rambo about the status of the VA Cemetery.

Michele Rambo asked Cathy Laughlin to answer that one since she has been working with them.

There were some internet issues in that building. Curtis Calder said the VA has two different paths going. The Congressional path where some representatives are still pursuing land near the original site. The VA is assessing the property the City owns. It looks like the ability to buy the City owned parcel is still moving forward.

M. Financial Services Director

Jan Baum reported next week she will have the final budget ready.

N. Parks and Recreation Director

Curtis Calder reported the parks will be slowly going to some limited use. The Golf Course is being used according to guidelines. The other two sports fields were seeded a week ago. We will be seeing the Sports Complex start greening up soon.

Mayor Keener asked if everyone at the City was back to work.

Curtis Calder answered not yet. We have about 15% out. A lot of seasonal or part-time positions may not come back due to the pool closure. We are required to keep our doors closed to the public through the end of the month. We will wait and see what the next directive brings.

O. Civil Engineer

P. Building Official

COMMENTS BY THE GENERAL PUBLIC

Pursuant to N.R.S. 241, this time is devoted to comments by the public, if any, and discussion of those comments. No action may be taken upon a matter raised under this item on the agenda until the matter itself has been specifically included on a successive agenda and identified as an item for possible action. Comments may be made through GoToMeeting.com, or by calling (775) 777-0590, or email comments to: cityclerk@elkocitynv.gov. **ACTION WILL NOT BE TAKEN**

There were no public comments.

There being no further business, Mayor Reece Keener adjourned the meeting.

Mayor Reece Keener

Kelly Wooldridge, City Clerk

**Elko City Council
Agenda Action Sheet**

1. Title: **Review and possible approval of the Fiscal Year 2020/2021 Final Tentative Budget, inclusive of all funds, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **May 26, 2020**
3. Agenda Category: **PRESENTATION**
4. Time Required: **45 Minutes**
5. Background Information: **Staff will provide a revised budget presentation and will be requesting approval of the 2020/2021 Final Tentative Budget; approval and submittal. JB**
6. Budget Impact Statement:

Appropriation Required: **N/A**
Budget amount available: **N/A**
Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information:
9. Recommended Motion: **Approve the Fiscal Year 2020/2021 Final Tentative Budget**
10. Prepared By: **Jan Baum, Financial Services Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

**Elko City Council
Agenda Action Sheet**

1. Title: **Review and possible approval of a conceptual “Shop Local” advertising campaign, with an initial phase beginning in early June 2020, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **May 26, 2020**
3. Agenda Category: **CONSENT**
4. Time Required: **5 Minutes**
5. Background Information: **Due to projected reductions in Consolidated Sales Tax revenue, the City of Elko wants to remind citizens of the importance of shopping locally, especially during economically challenging times. Elko County has indicated a willingness to contribute to the campaign.**

The initial phase of the “Shop Local” advertising campaign includes a robust marketing effort utilizing various local media sources, with the goal of reducing retail leakage and stimulating the local economy. The City of Elko has identified \$30,000 in the current Fiscal Year Budget and Elko County has identified \$10,000 in the current Fiscal Year Budget, for a total of \$40,000 for the campaign.

Although conceptual, the proposed “Shop Local” advertising campaign is an important step in our local economic recovery. Approval of this particular campaign does not preclude other organizations and/or businesses from participating in this, or similar campaigns. CC
6. Budget Information:

Appropriation Required: **N/A**
Budget amount available: **N/A**
Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information:
9. Recommended Motion: **Motion to approve a conceptual “Shop Local” advertising campaign, with an initial phase beginning in early June 2020.**
10. Prepared By: **Curtis Calder, City Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of an Agreement between the City of Elko, and the Elko Fire Fighters Association Local 2423 of the International Association of Fire Fighters, July 1, 2020 – June 30, 2021, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **May 26, 2020**
3. Agenda Category: **PERSONNEL**
4. Time Required: **10 Minutes**
5. Background Information: **The City of Elko has concluded negotiations for FY 2020/2021. A redlined copy of the proposed Collective Bargaining Agreement has been included in the agenda packet for review. SS**

Note: This portion of the meeting may be closed pursuant to NRS 288; therefore the Council may move to adjourn the meeting prior to consideration of this item.

6. Budget Information:
 Appropriation Required: **N/A**
 Budget amount available: **N/A**
 Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Draft Collective Bargaining Agreement (Redline); Fiscal Impact Disclosure (NRS 288.153)**
9. Recommended Motion: **Pleasure of the Council**
10. Prepared By: **Susie Shurtz, Human Resources Manager**
11. Committee/Other Agency Review: **N/A**
12. Council Action:
13. Council Agenda Distribution:

AGREEMENT
BETWEEN
CITY OF ELKO
AND THE ELKO FIRE FIGHTERS ASSOCIATION
LOCAL NO. 2423 OF THE
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
JULY 1, ~~2018-2020~~ THROUGH JUNE 30, ~~2020~~2021

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ARTICLE I
PREAMBLE

This agreement is entered into between the City of Elko, Nevada, hereinafter referred to as the "City" and the International Association of Firefighters, Local 2423 hereinafter referred to as the "Association". Members of the Association, employed by the City are covered by this agreement and will hereinafter be referred to as "employees".

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

It is recognized by both the City and Association and its member employees that the City is engaged in rendering public services to the general public and that there is an obligation on each party for the continuous rendition and availability of such services.

All member 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 at all times.

The full agreement between the parties, other than those portions of public employment agreements that are expressly provided for, or excluded by State Statute or the Elko City Municipal Code, is set forth herein.

All City of Elko rules and regulations that are inconsistent with this agreement shall not be applicable to employees covered hereunder.

NOTE: Where the word designee is used in this agreement a designee is defined as an individual who has been officially designated by the Fire Chief or Deputy Fire Chief to act in his/her behalf during their absence of one or more full shifts. During the absence of the Fire Chief, the Deputy Fire Chief and/or a Battalion chief, a career Captain shall be the designee. ~~shall be the designee and in the absence of both the Fire Chief and Deputy Fire Chief, the Chief may appoint a designee for administrative and clerical duties.~~

ARTICLE 2

RECOGNITION AND APPLICATION

- A. The City of Elko (hereinafter called the "City") recognizes the International Association of Firefighters, Local Number 2423, (hereinafter called the "Union") as the exclusive bargaining agent for the Fire Department employees listed below for the purpose of collective bargaining as set forth in NRS 288.
- B. Persons in the following classifications are included within the bargaining unit.
 - 1. Suppression
 - a. Captain
 - b. Driver Operator II
 - c. Driver Operator I
 - d. Firefighter
 - 2. Non-suppression
 - a. Assistant Fire Marshal
 - b. Fire Prevention Officer
- C. All other provisions of this agreement notwithstanding, administrative and temporary employees are excluded from the bargaining unit of the Association and this agreement shall not apply to temporary employees except as may be expressly provided hereafter. Temporary employees are defined as those employees who are hired for a position which is not intended to exist for more than 6 months in a year and which will be designated as a temporary position at the time the offer of employment is made.

ARTICLE 3

STRIKES AND LOCKOUTS

- A. The Association and the employees covered by this Agreement will not promote, sponsor or engage in, or against the City, any strike, slow down, interruption of operation, stoppage of work, absences from work upon any pretext or excuse not founded in fact, or any other intentional interruption of the City, regardless of the reason for so doing. Further, the Association will use its best efforts to induce all employees covered by this Agreement to comply with this pledge.
- B. The City will not lock out any employees covered by this Agreement during the term of this agreement as a result of a labor dispute with the Association.

ARTICLE 4

RIGHTS OF MANAGEMENT

As stated in Local Government Employee-Management Relations Act at NRS 288.150, subsection 3, those subject matters which are not within the scope of mandatory bargaining and which are reserved to the City without negotiation include:

- A. The right to hire, direct, assign, or transfer an employee, but excluding the right to assign or transfer an employee as a form of discipline.
- B. The right to reduce in force or lay off any employee because of lack of work or lack of funds, subject to paragraph (t) of subsection 2, NRS 288.150.
- C. The right to determine:
 - 1. Appropriate staffing levels and work performance standards, except for safety consideration;
 - 2. The content of the workday, including without limitation workload factors except for safety considerations;
 - 3. The quality and quantity of services to be offered to the public; and
 - 4. The means and methods of offering those services.
- D. Safety of the Public.
- E. Notwithstanding the provisions of any collective bargaining agreement negotiated pursuant to this chapter, the city is entitled to take whatever actions may be necessary to carry out its responsibilities in situation of emergency such as a riot, military action, natural disaster or civil disorder. Such actions may include the suspension of any collective bargaining agreement for the duration of the emergency. Any action taken under the provisions of this subsection shall not be construed as a failure to negotiate in good faith.

ARTICLE 5

NON-DISCRIMINATION

- A. The City will not interfere with, or discriminate in respect to any term or condition of employment against, any employee because of membership or non-membership in the Association, or because of any legitimate activity pursuant to this Agreement by the individual employee or the Association on behalf of its members, nor will the City encourage or discourage membership in any employee bargaining organization.
- B. Weingarten Rights give the employee the right to have union representation at all investigatory meetings, which the employee reasonably believes may result in disciplinary actions. A Union representative(s) of the employees choosing may attend all investigatory meetings. The association representative(s) may meet in private with the employee prior to the start of any questioning. A Union representative(s) can speak and object to questioning during the meeting. A Union representative(s) will be given equal rights as management in that they may raise a voice, gesture, challenge management's claim of truthfulness, threaten legal action. Management cannot label this behavior as insubordinate and impose discipline as long as the representative acts in his/her representational capacity and the actions are not considered to be outrageous and indefensible.
- C. The Association recognizes its responsibilities as the exclusive negotiation agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.
- D. The Provision of the agreement shall be applied equally to all employees in the fire department without any discrimination consistent with federal and Nevada law as to age, sex, sexual orientation, gender identity or expression, marital status, race, color, religion, national origin, political affiliation, personal reasons or membership or non-membership in the Association. The Association shall share equally with the City the responsibility for applying provision of the agreement.

ARTICLE 6

ASSOCIATION DUES AND PAYROLL DEDUCTION PRIVILEGES

- A. Member employees may authorize payroll deductions for the purpose of paying Association dues. Upon the execution of the proper personnel payroll document filed with the City Clerk, and coinciding with the commencement of a payroll period, the city agrees to deduct from the wages of an employee on a monthly basis association dues, the City's approved group health insurance, the City's approved credit union, and other city approved deductions.
- B. The Association will indemnify, defend and hold the City harmless against any claims made and against any suits instituted against the City on account of any action taken or not taken by the City in good faith under the provisions of this Article. The Association agrees to refund to the City any amount paid to it in error on account of the payroll deduction provision upon presentation of proper evidence thereof.
- C. The employee's earnings must be sufficient after other legal and required deductions are made to cover the amount of the appropriated Association dues. When a member in good standing of the Association is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of any employee who is in non-pay status during only part of the pay period, and the wages are not sufficient to cover the full withholding no deductions shall be made. In this connection, all other legal and required deductions have priority over Association dues.

ARTICLE 7

HOURS OF WORK

- A. Except for the Assistant Fire Marshal and Fire Prevention Officer, the hours of work for employees of the Fire Department will continue to be 24-hour shifts, and average on an annual basis 56 hours per week.
- B. Suppression employees will work two (2) consecutive twenty-four (24) hour shifts for a total of forty-eight (48) hours and have ninety-six (96) hours off.
- C. Hours of work for the Assistant Fire Marshal and Fire Prevention Officer shall be Monday through Friday, forty (40) hours per week.
- D. With the consent of employee, the Fire Chief or his designee may alter the work schedules and shifts of suppression employees to accommodate multi-day training seminars. During the multi-day seminars, employees may be assigned to work shifts which are consistent with the class times for the seminars. Training time shall only be considered as compensable hours of work if it is required by the City and mandated as compensable under the Fair Labor Standards Act and its related regulations. An Employee's compensation shall not be reduced as a result of his or her participation in training, even if the hours worked during the 24 day work period are less than the employee's regularly scheduled hours during the work period.

Employees will complete and sign an approved training request form prior to attending seminars or trainings. The form will be used to establish the amount of overtime the employee may be entitled to.

- E. Upon approval of the Fire Chief and Human Resources, and on a case-by-case basis, a suppression employee may be assigned to work a forty (40) hour per week schedule due to a light duty assignment. That employee will continue to be paid at the same bi-weekly base salary, and will accrue leave at the same rate as s/he would accrue while assigned to his/her regular 48/96 hour schedule.

ARTICLE 8

OVERTIME

- A. The salary set forth in Exhibits A and B of this Agreement for suppression employees shall include straight time pay for 192 hours of work during each 24 day work period. A premium payment of one-half times the regular hourly rate shall be paid for all hours worked between 182 hours and 192 hours in a 24 day work period to the extent required by the Fair Labor Standards Act and related regulations ("FLSA").
- B. Except as otherwise set forth in this Article 8, any hours of work or training officially ordered in excess of the Employee's basic work period shall constitute overtime or call-back and shall be paid on a time-and-one-half basis. Furthermore, any overtime or call-back required to be worked shall be paid in accordance with the provisions of the Official Policies of the Public Employees' Retirement System of Nevada.
- C. Any overtime work required of an employee on a day when no work is scheduled or for which s/he is required to return to his/her place of employment, shall be considered to be at least two (2) hours in duration.
- D. Training scheduled pursuant to paragraph D of Article 7 shall not trigger eligibility for overtime or premium pay unless the time actually worked on the changed schedule creates overtime eligibility under the provisions of the FLSA.
- E. When an incoming shift is short personnel and does not meet minimum staffing requirements, and the company officer is unable to find an employee to fill-in on overtime, the company officer on duty may require a suppression employee to remain on duty as a mandatory hold over.

ARTICLE 9

HOLIDAYS AND HOLIDAY PAY

- A. The following is a list of legal holidays which will be observed:

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Nevada Day
Veteran's Day
Thanksgiving Day
Christmas Day
Martin Luther King Day
Day Following Thanksgiving

and any other day that may be declared a holiday or part of a holiday by the City Council, the Legislature of the State of Nevada or the Governor of the State of Nevada.

- B. Holidays are considered to be eight (8) hours in duration and will commence at 7:00 am on the day the holiday is observed,
- C. Any employees working a holiday will receive in addition to their regular wages, one and one half (1 - ½) times their regular rate of pay for eight (8) hours. This applies to that employee working a majority of hours that holiday. Any employees not working a majority of the holiday will receive in addition to their regular wages, eight (8) hours of pay.
- D. If pursuant to Nevada law, the holiday is observed on the Monday following or on the Friday preceding the actual day of the legal holiday, the provisions of paragraph C of this Article shall apply to those employees who work the shift which commences at or about 7:00 a.m. on the day the holiday is observed.

ARTICLE 10

ANNUAL LEAVE

- A. Eligibility: For the purpose of determining eligibility for annual leave allowance, the term "Continuous Service" shall be that service commencing with appointment to a position with the City and continuing until resignation or discharge.

For the purpose of determining annual leave earned, the term "Actual Service" shall mean the number of days actually worked on the job; provided however, that the absence from work due to sick leave with pay, annual leave with pay, injury or illness incurred in the City service and the absence on temporary military duty shall be deemed actual service.

- B. Qualifying Period: An employee may earn, but is not entitled to take annual leave until s/he has completed six (6) months service with the City.
- C. A regular, full time employee will be granted annual leave benefits as follows:

Years of Continuous Service

From 0 - 60 months: Sixteen (16) hours per month to a maximum of two hundred eighty eight (288) accumulated hours.

61 to 240 months: Twenty two and 4/tenths (22.4) hours per month to a maximum of four hundred thirty two (432) accumulated hours.

241 Months or more: Twenty five and 2/tenths (25.2) hours per month to a maximum of four hundred thirty two (432) accumulated hours.

Assistant Fire Marshal & Fire Prevention Officer

From 0 - 60 months: Ten hours (10) per month to a maximum of one hundred sixty (160) accumulated hours.

61 or more months: Fourteen hours (14) per month to a maximum of two hundred forty (240) accumulated hours.

Unless the Fire Chief, or designee, agrees to a shorter time, an employee shall give not less than two (2) weeks advance written notice to take annual leave of ninety six (96) hours or more; and not less than one (1) week advance written notice to take annual leave of less than ninety six (96) hours. The notice requirements of this paragraph shall not apply when a portion of a shift is taken as provided in paragraph D(2).

If a holiday falls on or during an employee's annual leave, that day will not be charged as a leave day.

Annual leave credits shall accrue throughout and be accounted for at the end of each pay period during which the employee is in full pay status during his/her regularly scheduled duty assigned hours.

Seasonal, temporary, part-time or intermittent employees are ineligible for annual leave benefits.

An employee shall be paid his/her regular hourly rate for each hour of annual leave time taken.

If an employee reaches his/her maximum Annual Leave Accrual hours, and is denied leave due to minimum staffing requirements, the employee shall be paid straight time pay for all accrued leave above the stated maximum during that current pay period.

D. Annual Leave Charge Back (suppression employees):

1. Except as provided in Article 13, "Injury Leave," when an employee takes annual leave it shall be charged on an hour per hour basis.
2. Annual leave of less than a full day may be approved by a shift captain, provided there is adequate staffing.

E. Approval of Annual Leave: Once the employee has fulfilled the obligation of Article 10 Paragraph C, the Fire Chief or designee will have three (3) "business days" to approve or disapprove any written request that is less than sixty (60) calendar days in advance; and ten (10) business days to approve or disapprove any written request that is more than sixty-one (61) calendar days in advance. Once the annual leave requested dates have been approved by the Fire Chief or designee, the employee will be guaranteed the dates requested without exception, unless mutually agreed upon by both parties to reschedule requested annual leave. Where more employees than can be spared request a particular period, preference will be in order of seniority in grade, provided the remaining employees are qualified to do the work. Except with the written approval of the Fire Chief, or designee, and the City Manager, not more than two hundred sixteen (216) consecutive hours may be taken off in any period of annual leave.

F. Resignation and/or Retirement:

1. A person about to resign or about to retire and under the provisions of the State Retirement Act or who is to be laid off without fault in his part, and who has earned annual leave, may be granted annual leave for the time so earned not to exceed four hundred thirty two hours (432). Such annual leave must be taken prior to the effective date of any such resignation or layoff; or, in lieu of such annual leave an employee may elect to receive a lump sum payment for annual leave time accrued to his credit.
2. ~~An employee nearing retirement will be required to provide the City at least a minimum of six months' notice in order to allow the City sufficient lead time in hiring a successor. Exceptions may be granted upon written request by the retiring employee through the Fire Chief, or designee, to the City Manager. When possible an employee who is about to retire is requested to provide the City six months advance written notice in order to allow the City sufficient lead time in hiring a successor. A retiring employee will follow current PERS policies and procedures.~~

G. Death of Employee: Upon the death of a person presently on the employment records of this City, a lump sum payment for annual leave time accrued to their credit will be made to the employee's beneficiaries or estate, upon receipt of proof of death and beneficiary(ies). The City Manager shall instruct the City Clerk on the disposition of such cases.

H. For purposes of this Article 10, the following definitions shall apply.

- 1.. "Shift (suppression employees)": Twenty-four (24) hours.
- 2.. "Shift (Assistant Fire Marshal & Fire Prevention Officer)": Eight (8) hours.
- 3.. "Day" (Suppression employees) Twenty-Four (24) hours.
- 4.. "Day" (Assistant Fire Marshal & Fire Prevention Officer) Eight (8) hours.

I. Annual Leave Charge Back (Assistant Fire Marshal & Fire Prevention Officer)

Except as provided in Article 13, "Injury Leave", when the Assistant Fire Marshal and Fire Prevention Officer takes annual leave it shall be charged on an hourly basis by hours of leave taken.

ARTICLE 11

SICK LEAVE

- A. Eligibility: For the purpose of determining eligibility for sick leave allowance, the term “continuous service” shall be that service commencing with appointment to a position with the City and continuing until resignation or discharge.

For the purpose of determining such leave earned, the term “Actual service” shall mean the number of days actually worked on the job; provided, however, that absence from work due to sick leave with pay, vacation with pay, injury or illness incurred in City service and absence on temporary military duty shall be deemed actual service.

- B. Qualifying Period: An employee shall not be entitled to accrue sick leave until after s/he has been employed three (3) full months continuous regular employment. At the beginning of an employee’s fourth month of regular employment, a twenty-four hour shift employee shall be entitled to 90 hours sick leave credit and an eight hour shift employee shall be entitled to 30 hours of sick leave credit.

- C. Accrual of Sick Leave.

1. Employees, after completing three (3) full months of continuous regular employment, and working on a full time basis shall earn sick leave credits at the rate of thirty (30) hours per month, computed on a basis of calendar days of actual service.
2. Assistant Fire Marshal and Fire Prevention Officer shall earn sick leave credits at the rate of ten (10) hours per month, computed on a basis of calendar days of actual service.

- D. Maximum Accumulation: Accumulation of sick leave accruing to a twenty-four hour shift employee’s credit which is not used during the year in which earned may accumulate from year to year to a maximum of two thousand eight hundred eighty (2880) hours. Accumulation of sick leave accruing to a forty-hour per week employee’s credit which is not used during the year in which earned may accumulate from year to year to a maximum of two thousand eighty (2080) hours.

1. After an employee has accumulated two thousand eight hundred eighty (2880) hours of sick leave credit, or two thousand eighty (2080) for a forty-hour per week employee, the remaining sick leave accrual over two thousand eight hundred eighty

hours (2880), or two thousand eighty (2080) for a forty-hour per week employee, shall be credited as follows: one-half of the hours shall be added to regular sick leave and one half shall be placed in an extra sick leave account to be used by an employee under the following conditions:

- (a) The employee is suffering from a long term or chronic illness. ("Long term or chronic illness is defined as a disease or ailment that is a lasting condition for a period of months or years. It cannot be easily corrected within a short period of time and generally is not of a temporary disabling or incapacitating nature"); and
- (b) The employee has used all sick leave otherwise available to him/her; and,
- (c) Approval of the City Manager.

- E. Authorized Use of Sick Leave: Sick leave with pay can be granted only upon approval of the City Manager or Fire Chief, or designee, in the case of a bona-fide illness of an employee (those cases which do not qualify under FMLA). The purpose of sick leave is to allow employees who are injured, ill, or attending an appointment with a doctor or dentist, continuation of pay while obtaining medical treatment or recuperating from illness/injury. If an employee does not have sick leave available, the employee may use compensatory time, annual leave, or time without pay in that order-. Employees who call in sick or leave work early due to illness are expected to be at a medical facility, doctor's office, pharmacy, grocery store, childcare/school site for pick-up/drop-off only, or remain at home to expedite recuperation, prevent abuse of sick leave policy, maintain discipline and morale, and maintain public trust.
- F. Family Sick Leave: Use of sick leave for immediate family related illness (non-FMLA) shall be limited to a maximum of one hundred forty four (144) hours per calendar year; no more than ninety-six (96) hours at a time. Immediate family is defined as spouse, parents, grandparents, brother, sister, child, grandchild, or corresponding relation by affinity..
- G. Regular and family sick leave shall be charged on an hour per hour basis from sick leave accrued for each one (1) hour taken.
- H. Bereavement Leave: In the event of the death of a member of the immediate family, an employee may request up to forty-eight (48) consecutive hours of sick leave, or up to twenty-four (24) hours of sick leave for eight (8) hour per day employees. Immediate

family is defined as spouse, parents, grandparents, brother, sister, child, grandchild, or corresponding relation by affinity. Additional time may be approved by the City Manager, or designee, up to the limits then accrued in an individual instance.

- I. Certificate of Illness: Substantiating evidence in the form of a physician's certificate of illness may be furnished as proof of the adequacy of the reason for the employee's absence during the time when sick leave was requested. Certificates shall be required by the City Manager, Fire Chief, or designee, when there is (1) absence in excess of two (2) days, ~~and~~ or (2) whenever there is reason to believe sick leave is being abused.

- J. Forfeiture of Sick Leave: No employee shall be entitled to sick leave while absent from duty on account of any of the following:

1. Disability arising from any sickness or injury purposely self-inflicted or caused by any of his/her willful misconduct.
2. Disability arising from any conduct which is in violation of federal state, or local statute, written City or departmental policy.
3. Sickness or disability sustained while on leave without pay.

- K. Fraudulent Sick Leave Claims: Any person claiming sick leave with pay, where it is shown that such a claim was made or approved by such claimant knowing that such claimant was in fact not sick or otherwise entitled thereto, shall forfeit all accumulated sick leave and shall not be allowed to receive or accumulate sick leave for a period of twelve (12) pay periods thereafter. The employee is subject to termination if such fraudulent claim was made and accepted, however, such employee's rights to a subsequent hearing shall still be in accordance with the Nevada Revised Statutes.

- L. Sick Leave and Payment Upon Retirement: Upon retirement, an employee shall be paid accrued sick leave accrued during employment with the City of Elko up to nine hundred sixty (960) hours based on the same percentage as the percentage of the employee's retirement determined pursuant to the Nevada Public Employees Retirement Act.

- M. Death of an Employee: Upon the death of a person presently on the employment records of the City, a lump sum payment for sick leave accrued to the employee's credit up to nine hundred sixty (960) hours will be made to the employee's beneficiary(ies) or estate, upon receipt of proof of death by beneficiary(ies). The City Manager shall instruct the City Clerk on the disposition of such cases.

N. Definitions: For purposes of this Article 11, the following definitions shall apply.

1. “Shift (suppression employees)”: Twenty-four (24) hours.
2. “Shift (Assistant Fire Marshal & Fire Prevention Officer)”: Eight (8) hours.

O. Family and Medical Leave Act Leave:

- a. Family and medical leave for employees shall be governed by the provisions of the federal Family and Medical Leave Act (FMLA), as may be amended from time to time. Nothing in this section is intended to extend to the City employee’s rights or benefits not extended in this law. Where there is a conflict between this section and the FMLA, the FMLA governs.
- b. All employees who have one year (52 weeks) of service and have worked at least 1,250 hours during the preceding 12-month period, are eligible to take up to 12 weeks of unpaid leave concurrent with paid leave, in a 12-month period as defined in the FMLA. Eligible employees may request leave for their own serious health condition, for the serious health condition of the employee’s spouse, child or parent, for the birth and care of a newborn child, for placement of a child for adoption or foster care, or to provide military caregiver leave or exigency leave, as defined in the FMLA. The 12-month period shall be a “rolling” 12-month period measured backward from the date an employee uses any FMLA leave. Employees shall utilize all sick leave, compensatory time, and/or annual leave in that order, to be taken in conjunction with FMLA leave. Employees shall comply with the application process and various provisions of the FMLA. The City may require appropriate medical information and certifications as allowed by the FMLA when requesting leave for the employee or family member.
- c. The employee must provide reasonable advance notice if the need for the leave is foreseeable. The department head shall not deny leave to any eligible employee who requests family or medical leave pursuant to the provisions of the FMLA. The employee has the right to reinstatement to the same or a comparable position unless the employee is exempted from such right under the provisions of the FMLA.
- d. The City shall maintain coverage under any group health plan for the

duration of the leave at the level and under conditions that would have been provided had the employee been working. However, the City shall only maintain such group health plan coverage for such employee for up to 12 weeks within a 12 month period commencing with the start of the FMLA leave.

ARTICLE 12

LEAVE FOR MILITARY AND UNIFORMED SERVICE MEMBERS (MILITARY LEAVE)

- A. Definition: The Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 U.S.C. § 4301, et seq., together with Nevada Revised Statute (NRS) 281.145 (to the extent it creates rights or benefits that are more beneficial to or in addition to rights or benefits provided under USERRA), set forth the respective rights and duties of the City and its employees in connection with service in the uniformed services. The rights and benefits for Military Leave extend to firefighters who are called to active duty and who are deployed under the National Disaster Medical System of the U.S. Department of Health and Human Services. Upon the commencement of a period of service which is subject to USERRA and/or NRS 281.145, the firefighter shall be entitled to regular compensation for a period not to exceed 120 hours in any one (1) calendar year. An absence due to a period of service shall not count against the firefighter's annual vacation or sick leave. Pursuant to 20 CFR § 1002.41, USERRA rights are not diminished because an employee holds a temporary, part-time, probationary, or seasonal employment position. However, the City is not required to reemploy a temporary, part-time, probationary, or seasonal employee if the employment he or she left to serve in the uniformed services was for a brief, non-recurrent period and there is no reasonable expectation that the employment would have continued indefinitely or for a significant period.

ARTICLE 13

INJURY LEAVE

ABSENCE DUE TO EMPLOYMENT-CONNECTED TEMPORARY DISABILITY

- A. In the event an employee is absent due to an employment-connected temporary disability s/he may receive compensation as determined by the City of Elko's worker's compensation insurance carrier plus an amount from the city which would cause the total amount received by the employee to equal their salary at the time of his disability. Such payments from the city shall not extend beyond an employee's accumulated sick leave and annual leave. In the event compensation is not immediately established by the worker's compensation insurance carrier and the employee draws full sick leave pay from the city and subsequently receives worker's compensation, s/he shall repay the city the amount of such compensation pay received to cover the period which was covered by city sick leave.
- B. For each scheduled shift the employee does not work while on worker's compensation leave as a result of a temporary disability, sick or annual leave accumulated shall be charged at 33 1/3%. Therefore, as an example, when an employee on worker's compensation takes 24 hours off, eight (8) hours sick leave shall be charged.
- C. For purposes of this Article 13, accrued sick leave shall be exhausted prior to accrued annual leave being used.
- D. After six (6) months during which an employee is unable to work because of an employment-connected temporary disability, the employee may elect not to continue the provisions set forth in paragraphs A and B above, and to be provided only with payments for employment-connected temporary disability as determined by the City of Elko's worker's compensation carrier. Upon the employee's election to receive only worker's compensation payments, sick and annual leave shall cease to be deducted from the employee's leave accrual, and the employee shall earn service credits in respect to sick leave, annual leave, longevity pay, and retirement benefits.
- E. The provisions of this Article apply only to employment connected temporary disabilities which do not permit the employee to work. In that regard, should the City of Elko's worker's compensation carrier determine that an employment connected disability is or becomes permanent the provisions of the Article shall cease to apply as of the date of the permanent disability.

ARTICLE 14

COURT LEAVE

- A. An employee appearing in any court, or before the Grand Jury, as a party to an action arising out of their City employment; or as a witness to either a civil or criminal case for the purpose of giving testimony as to facts or knowledge that s/he has received in the course of their City employment, shall receive full compensation as though s/he were actually on the job during such times.
- B. The employee shall claim any jury, witness, or other fee to which s/he may be entitled by reasons of such appearance and forthwith pay the same over to the City Clerk to be deposited in the General Fund of the City. In all cases, however, the employee shall retain mileage allowances.

ARTICLE 15

ASSOCIATION ACTIVITIES

- A. The Association shall be allowed to hold monthly meetings at the Fire Department so long as such meetings are held after the day's work is completed and does not interfere with the Department schedules, business, or training. Any other meetings must receive the approval of the City Manager or Fire Chief, or designee.
- B. In order to ensure that the Association's meetings do not conflict with the Department schedules, business or training, the Association whenever possible shall give the City Manager, Fire Chief, or designee at least one (1) week's prior written notice of the time and date which the meetings will be held.
- C. Once meeting approval has been given, the date and time will be added to the calendar and the department will not schedule business, trainings, or activities that interfere or conflict with the scheduled meeting.

ARTICLE 16
RETIREMENT

- A. The retirement rights of the employees shall be the same as those provided by Chapter 286 of the Nevada Revised Statutes ("Public Employees' Retirement Act"). This agreement shall be interpreted consistent with the provisions and requirements of the Public Employees' Retirement Act. In the event of inconsistency, the terms of the Public Employees' Retirement Act shall govern.
- B. Pursuant to the Public Employees' Retirement Act, the Public Employees' Retirement System ("PERS"), by and through its board, arranges for actuarial valuations and reports on the soundness of the system and establishes the required contribution rate.
- C. The City has an employer-paid contribution plan and pays the entire contribution for employees who contribute to the police and firefighter's retirement fund, pursuant to NRS 286.421.9, to permit the entire contribution (including the employee's share) to be made on a pre-tax basis.
- D. Pursuant to NRS.421.3, employees' salaries must be adjusted to reflect employees' portion of the contributions by either reducing employees' salary or in lieu of an equivalent salary or cost-of-living increase. City and employees are each responsible for equal dollar amounts of the contributions.
- E. Effective July 17, 2005, the contribution rate for the police and firefighter's retirement fund was increased by 3.5% from 28.50% to 32.00%. Pursuant to NRS 286.421, the City paid the entire increase in the retirement fund contributions in lieu of granting employees an equivalent salary or cost-of-living increase.
- F. If the contribution rate increases or decreases in the future, employees' salaries shall be adjusted as required pursuant to NRS 286.421.3. If the contribution rate decreases then, the employees' salaries shall be increased by their one-half share of the contribution decrease. If the contribution rate increases, then employees' salaries shall be reduced by the employees' one-half share of the contribution increase.
- G. When possible ~~An~~ an employee who is about to retire is ~~required-requested~~ to provide the City ~~a minimum of~~ six months advance written notice in order to allow the City sufficient lead time in hiring a successor. ~~Exceptions may be granted upon written request by the retiring employee through the Fire Chief, to the City Manager. A retiring employee will follow current PERS policies and procedures.~~

ARTICLE 17
LONGEVITY PAY

- A. Upon completion of eight (8) years of continuous employment with performance reviews of standard or better, employees hired before July 1, 2011 will receive the following longevity pay, with the maximum years of service being twenty-five (25):

Years of Completed Service	Semi-Annual Amount	Total Annual
8	\$ 100	\$ 200
9	125	250
10	150	300
11	200	400
12	225	450
13	250	500
14	275	550
15	300	600
16	375	750
17	400	800
18	425	850
19	450	900
20	475	950
21	600	1200
22	625	1250
23	650	1300
24	675	1350
25	700	1400

Longevity pay shall be payable on the first payroll in June and December of each year. An employee will receive the first check during the year following the employee's eighth (8th) anniversary year of employment with the City. If the employment anniversary date falls between January 1 and June 30 of that year, the first check will be on the first payroll in June. If the anniversary date falls between July 1 and December 31 of that year, the first check will be on the first payroll in December.

ARTICLE 18

PAY RESOLUTIONS

- A. Pay Periods: The pay periods and dates of payment shall be established by the city.
- B. Initial Appointment: Firefighters hired after July 1, 1996 shall be hired at the start rate reflected in Exhibits A.
- C. Promotions: When a firefighter is promoted to Driver Operator I or a Driver Operator I is promoted to a Driver Operator II, s/he shall receive the qualified rate of the respective classification. The promoted employee shall serve a twelve (12) month probation period as outlined in Article 19.
- D. Demotions: When an employee is demoted to a lower position class, the pay rate shall be commensurate with where the employee would have been on the salary schedule if the promotion had not occurred. The Fire Chief or designee, with the approval of the City Manager, may demote an employee to a lesser paid salary classification upon failure of the employee to maintain a standard of work set forth in the job classification description. Nothing in this section prohibits the employee from future promotions.
- E. Full Time Service: For the purpose of determining eligibility for probationary period salary increases, promotion and accrual of benefits, the term "full-time service" shall mean the number of days actually worked on the job, including absences with pay. Leaves of absence without pay, including military leave to the extent permitted by applicable federal and/or Nevada law, shall not be credited as full time.
- F. Direct Deposit: The City of Elko will provide direct deposit of payroll to any local bank or credit union. Each employee will have the option of participating in the direct deposit program. Those employees who wish to participate in the direct deposit program will complete all the appropriate forms authorizing the City and/or bank or credit union to deposit their check electronically.

Any member who does not elect to take advantage of the direct deposit program may have their payroll checks mailed to them, or will be able to pick up their payroll check at the firehouse. The checks to be picked up at the firehouse will be sealed by the payroll clerk in individual envelopes.

ARTICLE 19

PERFORMANCE EVALUATION AND PROBATIONARY EMPLOYEES

A. Probationary Employees:

1. Newly-hired full-time employees shall serve a twelve (12) month probationary period from the date of hire. The probationary period for new hires may be extended for a period of six (6) months, based on the recommendation of the Fire Chief or his designee. After six (6) months of employment, a new hire shall receive a performance review. Thereafter, performance evaluations will be conducted biannually on the anniversary date, and every twelve (12) months after the employee reaches the qualified rate for the current position occupied. Upon successful completion of the probationary period, the newly hired employee shall be granted a merit increase to Step 1, in accordance with Exhibit A. Thereafter, the employee's rate will be increased to successive steps in accordance with Exhibit A, after completing six (6) months service between each step, and upon receiving an acceptable performance evaluation, with an "At Target" or higher evaluation rating.
2. Employees promoted into any higher paid classification shall serve a twelve (12) month probationary period from the date effective of the promotion to the higher classification. Employees promoted to Driver Operator I and Driver Operator II shall receive a performance evaluation after six (6) months full-time service in the position, and again after twelve (12) months full-time service in the position. Thereafter, performance evaluations will be conducted annually.
3. Employees promoted to Assistant Fire Marshal, or Captain shall receive the probationary rate for the first twelve (12) months of full-time service from the effective date of promotion. Upon the successful completion of this probationary period, the promoted employee shall receive the qualified rate as outlined in Exhibit A, provided the employee's job performance so warrants as established in the performance evaluation process. Performance evaluations shall occur bi-annually on the anniversary date of the effective promotion until the employee reaches the qualified rate. After the qualified rate is reached, performance evaluations will be conducted annually.
- 4.. An employee promoted to a higher classification may be returned to his/her former

position if management determines s/he is unable to satisfactorily perform the job. In that event all promotions, regardless of the number of employees affected, which occurred as a result of the returning employees back to their former position, shall be reversed, returning those employees back to their former position and any employee hired at an entry level position as a result of the aforesaid promotions shall be terminated if no other openings exist.

ARTICLE 20

ASSIGNMENT TO HIGHER CLASSIFICATION

- A. An employee covered by this agreement who is required to work in a higher classification shall receive an additional 6% of his/her current rate of pay for all hours worked in this capacity.
- B. An employee shall not be removed from a temporary assignment for the purpose of avoiding payment of the above premium.
- C. Distribution of work in a higher classification shall be rotated among all employees in the lower classification; provided however that this clause shall not be interpreted to require that firefighters be permitted to work as fire captains.
- D. New hire firefighters will have to complete eighteen (18) months of service and satisfactorily complete the Driver/Operator I test to qualify for temporary assignment to Driver/Operator I. Out-of-classification pay for firefighters will be in accordance with paragraph (2) in Exhibit A.
- E. When a Captain has been designated by the Fire Chief or Deputy Fire Chief to act as the temporary Fire Chief during his/her absence of a full shift or more, the Captain shall receive an additional six percent (6%) over his/her base hourly rate for all hours worked in this capacity.

ARTICLE 21

GROUP LIFE INSURANCE

- A. The City shall pay 100% of the premium cost for:
1. A \$30,000 policy of Group Term Life Insurance for each of the employees of the fire department;
 2. A \$5,000 policy of Group Term Life Insurance for each unit employee's spouse; and
 3. A \$3,000 policy of Group Term Life Insurance for the dependent children of each unit employee, over 6 months to 19 years. However, if the dependent child is a full-time student, the life insurance set forth in this subparagraph 3 shall be until the dependent is 24 years of age.
 4. A \$500 policy Group Term Life Insurance for dependent children age 14 days to 6 months.

ARTICLE 22

GROUP HEALTH INSURANCE

A. All fire department employees regularly working a forty (40) hour week or more may, after initial employment, following a thirty (30) day waiting period from the first day of their employment and pursuant to the eligibility requirements of the current Benefits Program, enroll in the City's group health, dental and vision insurance plans; provided, however such employee is not excluded from enrollment by conditions of the insurance contracts.

B. City Share of Premium.

1. The City shall pay 100% of the cost of premium for group health, dental and vision insurance coverage for the employee.
2. To the extent provided by law, the employee shall have the option of converting the health, dental and vision insurance coverage upon their separation of employment at the City of Elko.

C. Employee Dependent Share of the Premium.

All provisions of employee and dependent health insurance shall be in accordance with the effective current Master Plan Document and premiums established and approved, effective at the beginning of each new plan year. The employee shall have the right to enroll all eligible dependents in the plan and shall have the respective premiums for dependents deducted through a payroll deduction.

D. All employees covered by this Agreement shall be given advance notice of any changes in the group insurance coverage's.

E. Insurance Committee.

Contingent upon approval by the Elko Police Department Employees Association and the International Union of Operating Engineers, Local 3, it is agreed that an Insurance Committee is established. The purpose of the Committee is to discuss group health insurance plan selection options and to make recommendations to the City Council and the respective bargaining units.

ARTICLE 23

PHYSICAL EXAMS

- A. The City will pay for the physical exams required by NRS 617.457 or any other Nevada law if the employee gets their exam from the physician chosen by the City. However, if the exam is done by another physician of the employee's choice, the City will reimburse the employee in the amount of the standard amount paid by the City and the employee shall pay the physician directly.
- B. Physical exams shall be taken annually in accordance with law and shall be scheduled by the Fire Chief, or designee.
- C. When there is a question of fitness for duty as a result of a required annual physical, the City shall pay for one additional diagnostic test deemed necessary by the physician to confirm or dispel a fitness for duty issue indicated as a result of an employee's annual physical exam. The City shall not pay for any additional testing for diagnosis or treatment of any health problem as a result of the physical.

ARTICLE 24

UNIFORMS AND ALLOWANCE

A. This city shall furnish to newly hired employees

1. Class B Uniform

- a. One (1) dress shirt.
- b. Two (2) badges.
- c. Two (2) name tags.
- d. Two (2) pair of collar brass.
- e. One (1) black leather belt.

2. Class C Uniform

- a. Three (3) red tee shirts.
- b. Three (3) blue tee shirts.
- c. One (1) sweat shirts.
- d. One (1) sweat pants.
- e. One (1) shorts
- f. Three (3) pants
- g. One (1) light coat.
- h. One (1) winter coat.
- i. One (1) pair station boots

3. Helmet shield

- a. One (1) Helmet Shield designating rank and ID number

B. The City shall furnish each promoted employee with:

1. Class B Uniform

- a. Two (2) badges
- b. Two (2) name tags
- c. Two (2) pair of collar brass.

2. Helmet Shield

- a. One (1) Helmet shield designating promoted rank and ID number.
- C. The City shall furnish each employee a uniform allowance for maintenance and replacement of One Hundred-Fifty Dollars (\$150) per month.
- D. The uniform allowance shall be paid on the first payroll in December and June of each year.
- E. The Assistant Fire Marshal and Fire Protection Officer shall be provided with five (5) pants and five (5) shirts, boots or shoes, belt, badge, patches, light coat, and winter coat. If promoted through the ranks, the City shall buy two (2) pants and four (4) dress shirts plus all patches and badges as required.
- F. Class A Uniform package shall be purchased by new hire employees upon successful completion of probationary period and prior to swearing in ceremony. Employees will notify the chief upon receipt of their Class A uniform, so the pinning ceremony can be scheduled. *Current employees shall have Class A uniforms package purchased prior to December 31, 2014.

ARTICLE 25

LINEN SERVICE

- A. A linen service of the City's choosing shall be furnished. This service shall include cleaning of blankets, bedspreads, sheets and pillow cases.
- B. The City will provide each firefighter with two (2) winter blankets for use at the station.

ARTICLE 26

GRIEVANCE PROCEDURE

- A. The purpose of the following grievance procedure shall be to settle, as quickly as possible, any disputes arising out of the interpretation or application of this agreement.
- B. An Association grievance committee shall be established consisting of three members. Such committee shall be selected in a manner to be determined by the Association membership. The purpose of the Association grievance committee is to aid the Association and employee in resolution of grievances or to determine whether in fact, cause exists for pursuing the matter through the grievance procedure.
- C. An employee who feels aggrieved over the interpretation or application of this agreement shall take up the matter with the Deputy Fire Chief within ten (10) working days unless otherwise mutually agreed after the employee is aware or should have been aware of the event giving rise to the dispute. The employee shall further advise his/her supervisor of the matter giving rise to the dispute.
- D. The Deputy Fire Chief shall make a reasonable effort to reach an acceptable solution to the problem within ten (10) business days after it has been submitted to the Deputy Fire Chief. Any grievance settlement shall be approved in writing by the Fire Chief.
- E. If the grievance is not settled during this informal discussion and the employee wishes to proceed with the matter, s/he shall within ten (10) business days after the matter is submitted to the Deputy Fire Chief, file the matter in writing with the chairman of the Association grievance committee and provide the following information:
 - a. the employee's name;
 - b. the employee's position classification;
 - c. department;
 - d. a brief statement of the nature of the grievance;
 - e. any attempts to resolve the problem;
 - f. a proposed solution to the grievance;
 - g. signature of the employee;
 - h. the date the employee signed the statement;

The Association grievance committee and Deputy Fire Chief shall attempt to adjust the

matter at that time and shall render their decision in writing within ten (10) business days from the date said grievance is received. Any grievance settlement shall be approved in writing by the Fire Chief or designee.

- F. If the employee is not satisfied with the decision of the Association grievance committee, s/he shall, within ten (10) business days after the Association grievance committee renders its decision submit their grievance with the data as outlined above in writing to the Fire Chief. The Fire Chief shall arrange for such meetings and investigations that are necessary to enable him to respond in writing to the employee who has filed the grievance within ten (10) business days from the date the Fire Chief received said grievance.
- G. Within ten (10) business days after receipt of the written response from the Fire Chief, or designee, the employee may present the grievance in writing to the City Manager accompanied by all correspondence, transcripts, documents, tape recordings and all other data accumulated regarding the grievance. The City Manager shall review all of the relevant evidence and other data submitted. After consultation with the aggrieved employee and any other persons that the City Manager deems to have pertinent information in regard to such grievance, s/he shall within ten (10) business days from the receipt of said grievance render a decision.
- H. In the event the employee is not satisfied with the decision rendered by the City Manager, the matter may be submitted to arbitration in accordance with the following procedure:
 - 1. The Association shall within ten (10) business days of receipt of the City Manager's decision, notify the City Manager that the Association desires to refer the dispute to arbitration.
 - 2. The City and the Association shall attempt to agree on an impartial arbitrator within three (3) business days of the receipt of the notice to arbitrate. Should the City and Association be unable to agree on an arbitrator, they shall ask the American Arbitration Association (AAA) to submit to each party the names of seven (7) arbitrators, qualified to hear the matter.
 - 3. Within seven (7) days of receipt of the AAA panel, the parties shall agree to one of the arbitrators set forth in the panel to hear the dispute. Should the parties be unable to agree on one of the seven (7) AAA arbitrators submitted, the parties shall

alternately strike names of an arbitrator until one remains who shall hear and decide the matter. The party who seeks arbitration shall strike the first name.

4. The arbitrator shall have no authority to add to, subtract from, or modify any of the terms of this Agreement, or to hear, rule, or award on any matter, except while this Agreement, is in effect.
 5. Consistent with the provisions of the Nevada Uniform Arbitration Act (NRS 38.015 and the following), the decision of the arbitrator shall be final and binding on the parties. The cost of the arbitrator shall be divided equally by the parties.
- I. The time limits specified in the preceding sections may be extended by the mutual agreement of the parties.
 - J. The Association shall furnish the City with the names of the members of the Association grievance committee.
 - K. Any employee, informally seeking or formally filing a request to have his grievance reviewed, shall not be discriminated against during recruitment, examination, appointment, training, promotion, retention, classification, or any other personnel action while doing so or testifying on behalf of another employee or assisting another employee to prepare a grievance report or acting as a representative of any employee requesting a grievance review.
 - L. In the event the City schedules a grievance meeting while members of the grievance committee or the aggrieved is on a shift, the City shall grant time off with pay for those employees affected.
 - M. For purposes of this Article, the term "business day" means any day Monday through Friday excluding holidays.
 - N. No non-probationary employee shall be disciplined or discharged without just cause. Newly hired employees serving a probationary period may be disciplined or discharged in the discretion of the City with or without cause.

ARTICLE 27

ADOPTION OF AGREEMENT AND AMENDING PROCEDURE

- A. Adoption: This agreement will be deemed adopted and of binding effect, terminating negotiations during its term, upon approval and subscription of the Association and the City.
- B. Copies of Agreement: Upon adoption of this agreement, the City shall furnish electronic copies of the agreement to the Association leadership to be distributed to all employees covered under the agreement. The City will provide two hard copies. Each copy will be signed by the appropriate representatives from the City and the Association. The City will retain one copy and the Association will retain one copy. the Association with two (2) copies of the Agreement. Additional copies of the Agreement may be requested either by the Association or its members and the City will be required to furnish said requested copies; however, the City shall be entitled to charge the current prevailing rate for each copy over and above the two (2) initially furnished the Association.
- C. Bulletin Boards: The City shall permit all reasonable use of Bulletin Boards located in the respective fire houses of the City. All materials posted by the Association shall be in good taste and shall not contain information which would embarrass or coerce any employee or official of the City.
- D. Politics on Bulletin Boards: No political displays, comments or suggestions shall be permitted on Bulletin Boards.
- E. Rules and Regulations:
1. The City may adopt and amend Fire Department Rules and Regulations and Standard Operating Procedures consistent with N.R.S. and this Agreement. These shall be rules and policies by which the City administers the Fire Department and to which all employees covered by this agreement are bound.
 2. The City and the Union further recognize that the matters covered by the Fire Department Rules and Regulations and Standard Operating Procedures include subject matter which is subject and which is not subject to mandatory bargaining under the provisions of Nevada Revised Statutes 288. The City and the Union also recognize that these Fire Department Rules and Regulations and Standard Operating

Procedures are subject to change by the Fire Chief or designee in accordance with the procedure outlined below.

3. The City and the Union recognize and understand that the Fire Department Rules and Regulations and Standard Operating Procedures are general in nature and shall not be considered as all inclusive. No inference will be drawn from the absence of a rule in the Fire Department Rules and Regulations.
4. The following procedure for adopting or changing Fire Department Rules and Regulations and Standard Operating Procedures will be as follows:
 - A. Except in the event of an emergency and except those which are currently in effect, no rule, regulation or standard operating procedure, nor amendment or cancellation thereof shall become effective until notice thereof has been posted in each fire station for a period of ten (10) consecutive days.
 - B. The City or the Union may request meetings to discuss their views relative to work rules and standard operating procedures and proposed changes therein. Except in the case of an emergency, upon timely request, such meetings shall be convened prior to the implementation of the rule, regulation, standard operating procedure, amendment or cancellation.
 - C. The Fire Chief will issue a written response to all written questions raised by the Union. The Union will do the same. These responses are due within three (3) days of the meeting with copies to the City Manager.
5. Any dispute arising between the City and the Union concerning any proposed or implemented modification or interpretation of Fire Department Rules and Regulations or Standard Operating Procedures which are the subject matter of mandatory bargaining shall be subject to the provisions of the Grievance Procedure, including arbitration.
6. Any dispute as to whether or not the subject matter of a proposed or adopted rule or regulation or standard operating procedure is a mandatory subject of bargaining shall be submitted to the Local Government Employee Management Relations Board in accordance with procedures outlined by the rules of that Board and N.R.S. 288 prior to it being submitted to arbitration.

7. Except in the event of an emergency, no disputed rule or standard operating procedure which is the subject of mandatory bargaining will go into effect prior to settlement of the dispute or arbitration award, whichever is earliest.
 8. The parties agree that the Fire Department shall provide a copy of the current Fire Department Rules and Regulations and Standard Operating Procedures, and a copy of any changes or amendments thereto, to each member of the Bargaining Unit.
- F. The use of the masculine pronoun with respect to employees shall refer to both male and female employees.

ARTICLE 28

SAFETY PROCEDURE

AND SAFETY EQUIPMENT AND CLOTHING

- A. It is in the best interests of the Association, the employees covered by this agreement, and the City that suggestions for improving and encouraging safety in fire department operations be seriously considered. In this context, the Association shall appoint a Safety Committee which may submit safety recommendations and report safety violations to the Fire Chief or designee, or the City Manager. Upon receipt of the Associations recommendations and/or report, the Fire Chief or designee, or the City Manager will within ten (10) calendar days acknowledge receipt of the report/recommendation and shall respond in writing within thirty (30) calendar days to the Association addressing those matters contained in the Association's recommendation and/or report.
- B. The City shall furnish and maintain at no cost to the employee all respiratory apparatus, gloves, helmets, and protective clothing.
- C. All protective clothing and equipment shall meet the highest requirements provided by Nevada or federal OSHA.

ARTICLE 29

TRADING TIME

Employees will be allowed practices of “trading time” and/or “early relief” with approval of the Fire Chief or Deputy Fire Chief. In the event the Chief or Deputy Fire Chief are not available, the Shift Captain shall have the authority to give the approval. The application of this Article shall not result in the payment of overtime compensation to employees who trade time or are provided early relief. If the employee who was originally assigned to work is eligible for “out-of-class” pay, and has traded with another employee, the employee originally scheduled will receive the “out-of-class” pay as if they were actually working that day. All provisions in this article will be administered pursuant to FLSA.

ARTICLE 30

SAVINGS CLAUSE

- A. This agreement is the entire Agreement of the parties, terminating all prior arrangements and practices and concluding all negotiations during the terms of this Agreement.
- B. Should any provisions of this Agreement be found to be in contravention of any Federal or State law, the Elko Charter or by a court of competent jurisdiction, such particular provisions shall be null and void, but all other provisions of this Agreement shall remain in force and effect until otherwise canceled or amended.

ARTICLE 31

COMPENSATORY TIME

1. Overtime compensation may be paid in cash or in compensatory time off under the following restrictions:
 - a. Compensatory time off at the standard overtime rate may be granted at the discretion of the Fire Chief or Deputy Fire Chief in lieu of cash payment and may be allowed to accrue as compensatory time off, up to a maximum of ninety-six (96) hours. Any hours in excess of ninety-six (96) hours will be paid at the applicable rate.
 - b. An employee will be eligible to use his/her comp time provided there is adequate staffing. In the event the Chief or Deputy Fire Chief are not available, the Captain shall have authority to grant the requested comp time.
 - c. An employee may cash out up to 40 hours of compensatory time on the second pay period in June and on the second pay period in December. The compensatory time will be paid out at the employee's regular hourly rate of pay.

ARTICLE 32

SALARY INCREASES

1. ~~Effective July 1, 2018, the monthly salaries of the employees covered by this Agreement shall be adjusted as set forth in Exhibit A, representing a 3.3 % increase from the year prior ending June 30, 2018. The increase will be retroactive back to July 1, 2018. Effective July 1, 2020, the monthly salaries of the employees covered by this Agreement shall not receive a COLA increase. All merit salary increases will remain in effect.~~
2. ~~Effective July 1, 2019, the monthly salaries for all employees covered by this Agreement shall be adjusted to match the change in the Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers West for the year ending January, 2019. If the CPI percentage change is above 3.3%, employees shall receive a 3.3% salary increase. If the CPI percentage change is below 3.3%, employees shall receive a salary increase equal to the CPI percentage increase.~~
32. Pursuant to N.R.S. 286.421.3 any PERS rate increase shall be shared equally by the employer and employee.

ARTICLE 33

DURATION OF AGREEMENT

This Agreement shall be effective as of the 1st day of July ~~2018~~2020, and shall remain in full force and effect until June 30, ~~2020~~2021. Except as otherwise provided in NRS 288.155, this Agreement shall automatically be renewed from year to year thereafter, unless either party shall have notified the other in writing, on or before February 1, ~~2020~~2021, or by February 1 of any year thereafter that it desires to modify and/or terminate the Agreement. The parties shall promptly meet to set a date for the first negotiation session.

ARTICLE 34

LAYOFF PROCEDURE

- A. If a layoff or reduction in force occurs, seniority shall apply regardless of rank. All probationary firefighters within the bargaining unit will be laid off before any other classification. If any further layoffs are necessary, layoffs will progress in reverse order of seniority. The least senior employee first, progressing as necessary to the most senior employee last.
- B. All employees to be laid off shall be given written notice of such layoff at least 60 calendar days prior to the effective date of the layoff.
- C. Upon being laid off, an employee with City Manager approval, may elect demotion temporarily to any classification covered by the Agreement.
- D. In the event of an increase in the working force following a reduction, employees laid off or demoted shall be placed on the reemployment list within the department in which the layoff or emotion occurred in reverse order of demotion or termination.
- E. Employees who are reemployed within one (1) calendar year after they are laid off will be entitled to the reinstatement of accrued and unused sick leave remaining to their credit at the time of their layoff.
- F. No employee returning after a reduction in force shall lose any seniority they accrued prior to the layoff.
- G. Layoffs or reduction in force due to City budgetary constraints or considerations must consider all departments within the City, not solely the Fire Department.

ARTICLE 35

LOCAL GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS ACT

Each party reserves all rights as set forth in the Local Government Employee-Management Relations Act (the "Act") (N.R.S. 288.010 and following). In this context the parties acknowledge that in respect to any non-mandatory subject of bargaining as defined in the Act which may be included in this Agreement, the City is not waiving or in any way limiting its right pursuant to the Act to refuse to bargain over non-mandatory subjects in future negotiations.

ARTICLE 36

EDUCATIONAL INCENTIVES

When educational incentive pay is budgeted, the budget amount shall be equally distributed in the approved school periods for the fiscal year. Fiscal Year educational reimbursement funds not used in a grading period shall roll to the next grading period. Notification to the Fire Chief or designee is required prior to the start of the class to be eligible for reimbursement. The City shall pay full tuition and books for courses taken by an employee at an accredited college or university or for correspondence courses completed from an accredited school, college or university. Reimbursements will be divided evenly from the available funds and distributed among all professional firefighters who apply for educational reimbursement for that grading period. Such reimbursements shall not exceed two courses per grading period. A grading period is considered to be the Fall, Spring, and Summer semesters as defined by the dates used by Great Basin College. . Reimbursement upon completion of the approved course will be as follows:

1. Tuition and books will be paid at:
 - 100% for a grade of A or B
 - 85% for a grade of C
 - 0% for a grade of D or F
 - 100% for a grade of "Pass"
 - 0% for a grade of "Fail"
2. Upon completion of registration, the employee shall provide the City with receipts for registration and books. All approved requests, and receipts for books and fees shall be forwarded to the Human Resources Manager. Copies of the final grade (s) shall be submitted to the Human Resources Manager for policy compliance prior to reimbursement

ARTICLE 37

PREVENTION MEASURES

The employee shall be provided with reasonable preventive measures as determined by the Fire Chief designed to protect the employee against communicable diseases. These measures shall include, but are not limited to, medical procedures such as hepatitis and other vaccines and blood tests, and medical equipment, such as gloves, masks and other products, equipment and procedures that are intended to detect, prevent, or impede communicable disease. The use of protective equipment may be required by the Fire Chief if it appears the non-use of this equipment may endanger the employee or another employee. Participation in any medical procedures, such as vaccination and testing, shall be at the discretion of the employee, and the City of Elko shall not be held responsible for any consequences to the employee as a result of the employee having or not having received any vaccinations or tests. This does not waive the employee's rights under Worker's Compensation.

ARTICLE 38

REPAIR OR REPLACEMENT OF PERSONAL PROPERTY

- A. The City shall reimburse the employee for the cost of repairing or replacing authorized personal property, which is damaged or destroyed and is not covered by worker's compensation insurance, or if such personal property is lost at any emergency. The reimbursement shall be made within thirty (30) days from approval of the claim. The list of authorized personal property shall include and be limited to eye-glasses, watches, contact lenses and knives.
- B. Any claims will first be submitted to Local 2423 for review, and approval or denial.
- C. Reimbursement amounts will be replacement cost on all prescription eyewear. All other authorized items will be limited to one thousand five hundred dollars (\$1,500.00) in the departments aggregate, each year, July 1st to June 30th, for employees in the bargaining unit.

ARTICLE 39

40 HOUR PERSONNEL - ASSISTANT FIRE MARSHAL & FIRE PREVENTION OFFICER

Hours of work are to be from 0800 to 1700, including a one (1) hour lunch break. Hours worked over the forty (40) hours per week will be compensated at the rate of one-and-one-half (1 ½) times the employee's regular straight-time hourly rate.

The employee may elect to take either comp time or overtime.

For non-mandatory training, the employer may offer comp time only.

Any hours of work or training officially ordered in excess of the Employee's basic work period shall constitute overtime or call-back and shall be paid on a time-and-one-half basis. Furthermore, any overtime or call-back required to be worked shall be paid in accordance with the provisions of the Official Policies of the Public Employees' Retirement System of Nevada.

ARTICLE 40

PHYSICAL FITNESS INCENTIVE

- A. Parties agree to a voluntary physical fitness-testing program to be administered each spring by an authorized independent third party using a national testing/scoring standard (PACK TEST) established by the Federal Department of the Interior and the Bureau of Land Management. Employees that elect to take the Pack Test will be afforded three (3) opportunities to pass the PACK TEST annually, which must be completed each year no later than June 30th of each calendar year. Scheduling for the PACK TEST will be the responsibility of the employee. Employees must attain a passing score, at the arduous level, in order to receive a \$275.00 annual payment; such payment shall be made on the second payday in July of each year. There will be no reprisal or punitive action taken against an employee scoring less than the passing score on the test, or not participating in the PACK TEST.

ARTICLE 41

FISCAL EMERGENCY

Upon notification by the City to the Association that a fiscal emergency exists, the parties shall meet within 10 working days to commence negotiations. The City shall include with its notification all financial data and other information which shows a fiscal emergency does exist.

A fiscal emergency exists for local government, when the following events exist:

1. Contractual agreements (not just labor agreements) are in jeopardy of default, including but not limited to: vendors, consultants, construction, private services, etc.
2. Default on bond payments and other financial obligations by local government are imminent.

A fiscal emergency does not exist if raises and/or benefit increases are being given to any employee or elected official of the local government, consultant or consulting firm etc. The Association, in a timely fashion, will be allowed to audit any and all documents to ensure that a financial emergency does exist and meets the criteria and definition as set forth above. Non-Monetary articles cannot be opened by the City as a part of this process and will not be a part of this process.

If the parties are unable to reach an agreement within 20 working days, from the first day of negotiation then either party may submit to fact-finding arbitration. Once the recommendation of the fact finder is rendered, the parties shall commence negotiations within 10 working days. If the parties do not reach an agreement within 20 working days, then either party may submit to expedited binding arbitration. The decision of the binding arbitrator shall be binding on both parties.

The City cannot use the fiscal emergency process as a tool to impede or frustrate the normal collective bargaining process or as an alternative to the normal collective bargaining process.

ARTICLE 42

INCENTIVE PAY

- A. The following certifications shall be considered special assignments for the purpose of this agreement:
1. Instructor
 - a. Nevada Emergency Medical Services Primary Instructor
 1. Certified by the State of Nevada Office of Emergency Medical Systems
 - b. Nevada Fire Service Instructor
 1. Certified by the Nevada State Fire Marshal
 2. Self-Contained Breathing Apparatus Technician
 - a. Certified by the manufacturer of the departments current model of SCBA being used by the department. Certifications must be updated every four years.
 3. Hazardous Materials Technician
 - a. Certified by the Nevada State Fire Marshal, or department approved equivalent training.
 - b. Must maintain currency under OSHA 1910.120.
 4. Child Passenger Safety Technician
 - a. Certified by SafeKids or an entity approved by the Fire Chief.
 5. Bi-Lingual
 - a. Ability to pass department approved language proficiency examination. If there is a cost associated, the employee must pay for the cost of the exam. Additionally, the employee must re-test every two (2) years in order to continue receiving incentive pay.
- B. Approved members possessing certifications for special assignments shall receive an additional incentive of \$400.00 annually, per each category, to be paid the first payroll in December of each year. To be eligible for the additional incentive, the employee must be current on the certification(s) and have received a rating of "Meets Standards" or above on their annual employee evaluation specific to the duties of the special assignment.

IN WITNESS WHEREOF, the City and the Association have caused these presents to be
duly executed by their authorized representatives this ____ day of _____, ~~2018~~2020.

CITY OF ELKO

ELKO FIRE FIGHTERS ASSOCIATION
LOCAL #2423 OF THE INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS

By: _____

~~Chris Johnson~~Reece Keener, Mayor

By: _____

Ray Mowrey, President

ATTEST:

ATTEST:

~~Shanell Owen~~Kelly Wooldridge, City Clerk

Seth Frandsen, Secretary - Treasurer

LETTER OF UNDERSTANDING

The City of Elko, Nevada and the International Association of Fire Fighters Local 2423 hereby enter into the following letter of understanding.

The parties agree that the Association will be provided with the small room just off the main bedroom at the Fire Department Main Station, currently referred to as "The Association Office." All furnishings will be the responsibility of the Association. "The Association Office" will not be used by "On Duty" personnel during the hours of 0700 thru 1200 and 1300 thru 1700. Off duty members will be able to use "The Association Office" at any time providing it does not interfere with Fire Department schedules, business or training.

In addition, the Association may install and maintain, at its own expense, telephone lines for their FAX machine, answering machine and telephone.

CITY OF ELKO

ELKO FIRE FIGHTERS ASSOCIATION
LOCAL #2423 OF THE INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS

By: Signature on File

Michael Franzoia, Mayor

By: Signature on File

David Bixler, President

ATTEST:

ATTEST:

Signature on File

Lori Lynch, City Clerk

Signature on File

Shane Wiggins, Vice President

MEMORANDUM OF UNDERSTANDING
AGREEMENT BETWEEN THE CITY OF ELKO AND THE INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS LOCAL 2423

The undersigned hereby agree as follows:

1. Case No. 96-03212 pending with the FMCS concerning overtime claims for travel time for training in Reno, Nevada, shall be dismissed with prejudice, it being understood that this agreement fully resolves any and all claims arising out of or associated with said case.
2. Without prejudice to the City of Elko and without establishing any precedent or admitting any liability whatsoever, the City of Elko shall pay those travel hours of the employees attending the training which was the subject matter of Case No. 96-03212 as hours of overtime compensation and the City shall pay those employees accordingly.
3. In future cases of training mandated to the City of Elko by a higher authority, the parties agree as follows:
 - a. The City shall pay the cost of such training;
 - b. The City shall provide suitable transportation to and from such training. In the event the City is unable to provide such transportation, the City and employees shall discuss the transportation issue and, with prior approval, the City will pay mileage as provided in N.R.S. Chapter 281 for two employee-provided vehicles to be used for such transportation;
 - c. Regardless of whether the City provides the transportation or approves one or two employee-provided vehicles, the drivers of the transportation shall be allowed to claim the hours of actual driving as overtime hours and will be compensated accordingly;
 - d. Any passengers of such transportation shall be allowed to claim one-half of the hours of actual travel time as a passenger to and from the location of the training as overtime hours and will be compensated accordingly; and
 - e. The City shall arrange for and pay motel costs and per diem in training requiring overnight arrangements.

Dated this 30th of May, 1996.

Signature on File

SHANE WIGGINS, President
Firefighters Association, Local 2423

Signature on File

GEORGE EDES, City Manager
City of Elko

Elko Firefighters Association
3.3 % COLA
Effective July 1, 2018

COLA	3.30%				Annual			
Classification	Probationary Rate	Annual Rate	Hrly Rate	PPP Rate	Qualified Rate	Rate	Hrly Rate	PPP Rate
Captain	6,678.81	80,145.73	38.5316	3,082.53	7,076.44	84,917.32	40.8256	3,266.05
Assistant Fire Marshal	6,377.49	76,529.89	36.7932	2,943.46	6,760.23	81,122.70	39.0013	3,120.10
Fire Prevention Officer	6,016.46	72,197.52	34.7103	2,776.83	6,377.49	76,529.89	36.7932	2,943.46
Driver/Operator II	N/A				6,377.49	76,529.89	36.7932	2,943.46
Driver/Operator I	N/A				6,091.13	73,093.59	35.1412	2,811.29

	Start Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Qualified Rate
Firefighter	4,588.72	4,758.36	4,932.07	5,104.43	5,278.17	5,453.24	5,626.96	5,802.04
% Increase		3.70%	3.65%	3.49%	3.40%	3.32%	3.19%	3.11%
Annual Rate	55,064.59	57,100.28	59,184.84	61,253.16	63,337.98	65,438.93	67,523.49	69,624.44
Hourly Rate	26.4734	27.4521	28.4543	29.4486	30.4510	31.4610	32.4632	33.4733
Per Pay Period Amount	2,117.87	2,196.16	2,276.34	2,355.89	2,436.08	2,516.88	2,597.06	2,677.86

	1 Year Probation	1 year	1.5 years	2 years	2.5 years	3 years	3.5 years	4 Years
FO1	1	2	3	4	5	6	7	8

- 1) Firefighters will be hired at the start rate. Upon satisfactory completion of twelve (12) months probationary period, the firefighter's rate will be increased to Step 1. Thereafter, the firefighter's rate will be increased to successive steps after completing six (6) months service between each step. The total time from the start to the qualified rate will be forty-eight (48) months, unless the probationary period is mutually extended.
- 2) Upon satisfactory completion of two full years of service (step 3), a firefighter may test for Driver/Operator I (DOI). Those satisfactorily completing the test will be paid six (6) percent of their base rate at step 3, 4, 5, or 6, whichever is applicable, for out of classification as DOI for any full shift assigned by the Fire Chief or his designee and worked by the firefighter. Upon reaching the Qualified Rate, out of classification will be paid solely as outlined in Article 20.
- 3) Driver Operator II accepting the position of Fire Prevention Officer shall receive the qualified rate of the Fire Prevention Officer classification. All others would start at the probationary rate.

Elko Firefighters Association

0 % COLA

Effective July 1, 2020

COLA	0.00%			
Classification	Probationary Rate	Annual Rate	Hrly Rate	PPP Rate
Captain	6,783.94	81,407.23	39.1381	3,131.05
Assistant Fire Marshal	6,477.87	77,734.47	37.3723	2,989.79
Fire Prevention Officer	6,111.16	73,333.91	35.2567	2,820.54
Driver/Operator II	N/A			
Driver/Operator I	N/A			

Annual			
Qualified Rate	Rate	Hrly Rate	PPP Rate
7,187.83	86,253.92	41.4682	3,317.46
6,866.63	82,399.57	39.6152	3,169.21
6,477.87	77,734.47	37.3723	2,989.79
6,477.87	77,734.47	37.3723	2,989.79
6,187.01	74,244.09	35.6943	2,855.54

	Start Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Qualified Rate
Firefighter	4,660.94	4,833.25	5,009.70	5,184.77	5,361.24	5,539.08	5,715.53	5,893.36
% Increase		3.70%	3.65%	3.49%	3.40%	3.32%	3.19%	3.11%
Annual Rate	55,931.30	57,999.03	60,116.41	62,217.28	64,334.92	66,468.94	68,586.31	70,720.33
Hourly Rate	26.8900	27.8842	28.9021	29.9122	30.9303	31.9562	32.9742	34.0002
Per Pay Period Amount	2,151.20	2,230.73	2,312.17	2,392.97	2,474.42	2,556.50	2,637.94	2,720.01

	1 Year Probation	1 year	1.5 years	2 years	2.5 years	3 years	3.5 years	4 Years
FO1	1	2	3	4	5	6	7	8

- 1) Firefighters will be hired at the start rate. Upon satisfactory completion of twelve (12) months probationary period, the firefighter's rate will be increased to Step 1. Thereafter, the firefighter's rate will be increased to successive steps after completing six (6) months service between each step. The total time from the start to the qualified rate will be forty-eight (48) months, unless the probationary period is mutually extended.
- 2) Upon satisfactory completion of eighteen (18) months of service (step 3), a firefighter may test for Driver/Operator I (DOI). Those satisfactorily completing the test will be paid six (6) percent of their base rate at step 3, 4, 5, or 6, whichever is applicable, for out of classification as DOI for any full shift assigned by the Fire Chief or his designee and worked by the firefighter. Upon reaching the Qualified Rate, out of classification will be paid solely as outlined in Article 20.
- 3) Driver Operator II accepting the position of Fire Prevention Officer shall receive the qualified rate of the Fire Prevention Officer classification. All others would start at the probationary rate.

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible award of the Public Works Department Preventive Maintenance Project 2020, to apply Micro Slurry Seal to select City Streets, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **May 26, 2020**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **5 Minutes**
5. Background Information: **At the April 14, 2020 Council meeting, Staff was authorized to solicit bids for the Preventive Maintenance Project 2020. Bids were received until 3:00 p.m., on May 21, 2020. DS**
6. Budget Information: **Estimated total cost of project \$550,000.00**

Appropriation Required: \$550,000.00
Budget amount available: \$550,000.00 requested in the FY 20/21 Budget
Fund name: General Fund, Public Works Department
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **A Bid Tabulation will be provided at the meeting.**
9. Recommended Motion: **Award the bid to _____ for the Public Works Department Street Maintenance Project 2020, in the amount of \$ _____**
10. Prepared By: **Dennis Strickland, Public Works Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution: **Paul Algerio, Streets Superintendent**
palgerio@elkocitynv.gov

**Elko City Council
Agenda Action Sheet**

1. Title: **Second reading, public hearing, and possible adoption of Ordinance No. 853, an ordinance amending title 5, Chapter 3, Section 1, of the Elko City Code entitled “Definitions for Animals and Fowl”, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **May 28, 2020**
3. Agenda Category: **PUBLIC HEARING**
4. Time Required: **5 Minutes**
5. Background Information: **On April 28, 2020, the City Council initiated this ordinance at the request of a City of Elko resident to increase the number of laying hens allowed at private residences, for noncommercial use from two to four. Council approved first reading, and set it for public hearing on May 12, 2020. KW**
6. Budget Information:

Appropriation Required: **N/A**
Budget amount available: **N/A**
Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Ordinance No. 853**
9. Recommended Motion: **Approve second reading, public hearing, and adoption of Ordinance No. 853.**
10. Prepared By: **Kelly Wooldridge, City Clerk**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: **Becky Tyree – eckytv@gmail.com**

**CITY OF ELKO
ORDINANCE 853**

AN ORDINANCE AMENDING TITLE 5, CHAPTER 3 SECTION 1 OF THE ELKO CITY CODE ENTITLED "DEFINITIONS FOR ANIMALS AND FOWL" AND MATTERS RELATED THERETO.

WHEREAS, the City has reviewed and has determined that it is necessary to amend Title 5, Chapter 3 section 1 of the Elko City Code to increase the number of laying hens not used for commercial purposes from two to four at private residences.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ELKO, NEVADA.

For amendment purposes, words which are in blue bold and underlined are additions to the Ordinance, and words ~~which are red lined through and bold~~ are deleted from the Ordinance.

SECTION 1. Title 5, Chapter 1, Section 1 of the Elko City Code is hereby amended to read as follows:

5-3-1: DEFINITIONS:

As used in this chapter, unless the context otherwise indicates:

ANIMAL CONTROL OFFICER: The person appointed by the chief of police for the purpose of enforcing the provisions of this chapter, together with his/her deputies and authorized representatives.

ANIMAL SHELTER SUPERVISOR: The person appointed by the city manager for the purpose of administering the city policies and regulation over the care and custody of animals at the city animal shelter, over the care and maintenance of the city animal shelter facilities, over the care of the books and records of the city animal shelter and over the budgetary and personnel concerns of the city animal shelter.

ANIMALS: Any and all types of livestock, dogs and all other animals, both domesticated and wild, male and female, singular and plural.

CAT FANCIER: Any person owning, keeping or possessing on his or her property in safe and adequate facilities in excess of three (3) cats, as shall be permitted pursuant to subsection 5-3-9C of this chapter.

COMMERCIAL KENNEL: Any licensed establishment at which dogs are bred, raised for sale, trained, rented, boarded, cared for or quarantined, for profit, excluding dental, medical or surgical care. This definition shall not apply to the premises of a private dog fancier and the animals raised thereon.

CRUELTY OR TORTURE: Every act of omission or commission whereby unjustifiable physical pain, suffering or death is caused to any animal.

CUSTODIAN: Any person who has custody of any animal or permits the same to be kept or to stay on or about such person's premises.

DANGEROUS ANIMAL: Any animal which shall bite, attempt to bite or have a propensity to bite any human or animal, except that any animal that bites or attempts to bite any person or other animal unlawfully upon its owner's premises or which is provoked or teased, shall not be deemed a dangerous animal.

DOG: Both male and female.

DOG FANCIER: Any person owning, keeping or possessing on his or her property in safe and adequate facilities in excess of three (3) dogs as shall be permitted pursuant to subsection 5-3-9C of this chapter.

FOWL: Any and all fowl and poultry, domesticated and wild, male and female, singular and plural.

HOUSEHOLD PETS: The following list of domesticated animals are defined as household pets:

- A. Domesticated dogs, excluding hybrids with wolves, coyotes or jackals.
- B. Domesticated cats, excluding hybrids with ocelots or margays.
- C. Vietnamese potbelly pig not used for commercial or breeding purposes.
- D. Domesticated races of golden hamster.
- E. Domesticated races of guinea pigs.
- F. Domesticated races of rats or mice.
- G. Two (2) or less domesticated rabbits not used for commercial or breeding purposes.
- H. Parrots, parakeets or finches.
- I. Two (2) or less ducks or doves not used for commercial or breeding purposes.
- J. All captive bred canaries.
- K. Domesticated races of goldfish.
- L. Aquarium fish, meaning those species which are listed in H. Axelrod and W. Vorderwinkler, "Encyclopedia Of Tropical Fishes", 29th edition, 1988, except those species prohibited by the Nevada division of wildlife.
- M. All nonvenomous reptile species, except those species prohibited by the Nevada division of wildlife.
- N. All species of the class Insecta.
- O. Two (2) or less chukker, partridge, valley quail, pheasant, peafowl not used for commercial or breeding purposes.
- P. Gerbils.
- Q. European ferrets.
- R. Hedgehogs.
- S. ~~Two (2)~~ **Four (4)** or less laying hens not used for commercial or breeding purposes kept in a secured chicken coop.

IMPOUND: Shall not include or be construed as the voluntary turning in of any animal or fowl by the owner or custodian of such animal or fowl.

NEUTERED DOG: A dog, whether male or female, which has been surgically rendered incapable of producing offspring, as evidenced by a signed statement to that effect by a licensed veterinarian.

NONNEUTERED DOG: A dog, whether male or female, which has not been surgically rendered incapable of producing offspring, as evidenced by a signed statement to that effect by a licensed veterinarian.

PET SHOP: Any profitmaking or commercial establishment, premises or part thereof, maintained for the purchase, sale, exchange or hire of animals of any type; except that the term shall not include livestock auctions.

PUBLIC PLACES: Includes streets, alleys, public buildings, parks, schoolyards, and all other property owned or controlled by the city of Elko, county of Elko or state of Nevada.

RUNNING AT LARGE: Except as herein expressly provided, shall mean within the city and off the premises of the owner, or custodian of the animal or fowl, and not accompanied by the owner, a member of the immediate family of the owner, or the custodian of such animal or fowl, and controlled by a leash (not to exceed 8 feet) or at "heel" beside a competent person and obedient to that person's commands.

SECURED CHICKEN COOP: A covered cage or pen which houses poultry and controls free movement.

VETERINARIAN: A person who is validly currently licensed to practice veterinary medicine in the state of Nevada.

WILD ANIMALS AND DOMESTICATED ANIMALS: All living members of the kingdom Animalia, including those born or raised in captivity, except the following animals which are defined as domesticated animals:

A. The species *Canis familiaris* (domesticated dogs, excluding purebred wolves, coyotes or jackals). Hybrids with wolves are also defined as wild animals until a rabies vaccination for wolf hybrids has been approved by the Nevada state board of veterinary medicine and the city has received notification of such approval. At such time hybrids with wolves will be defined as domesticated animals.

B. The species *Felis catus* (domesticated cats, excluding hybrids with ocelots or margays).

C. The species *Equus caballus* (domesticated horses).

D. The species *Equus asinus* (donkeys).

E. The species *Bos taurus* (cattle).

F. The subspecies *Ovis aries* (domesticated sheep).

G. The species *Capra hircus* (domesticated goats).

H. The subspecies *Sus scrofa domestica* (swine, including Vietnamese potbelly).

I. Domesticated races of the species *Gallus domesticus* (chicken) or *Meleagris gallopavo* (domesticated turkey).

J. Domesticated races of the species *Mesocricetus auratus* (golden hamster).

K. Domesticated races of the species *Cavia aperea porcellus* (guinea pigs).

L. Domesticated races of rats or mice.

M. Domesticated races of the species *Oryctolagus cuniculus* (rabbits).

N. All captive bred members of the species of the families *Psittacidae* (parrots, parakeets), *Anatidae* (ducks, geese), *Fringillidae* (finches), and *Columbidae* (domesticated doves and pigeons).

O. All captive bred members of the species *Serinus canaria* of the class *Aves* (canaries).

P. Domesticated races of the species *Carrassius auratus* (goldfish).

Q. Aquarium fish, meaning those species which are listed in H. Axelrod and W. Vorderwinkler, "Encyclopedia Of Tropical Fishes", 29th edition, 1988, except those species prohibited by the Nevada division of wildlife.

R. All nonvenomous reptile species, except those species prohibited by the Nevada division of wildlife.

S. All species of the class Insecta.

T. All members of the subfamily Phasianae (chukker, partridge, valley quail, pheasant, peafowl).

U. The species Bison (American bison).

V. The species Meriones unguiculatus (gerbils).

W. The species Llama glama (llama).

X. The species Mustela putorius (European ferret).

Y. The family Erinaceidae (hedgehogs). (Ord. 804, 5-25-2016)

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed, but only to the extent of such conflict.

SECTION 3. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid, unenforceable or unconstitutional by any court of competent jurisdiction, the invalidity, unenforceability of such section, paragraph, clause or provision shall not affect any remaining provision of this Ordinance.

SECTION 4. Upon adoption, the City Clerk of the City of Elko is hereby directed to have this ordinance published by title only, together with the Councilpersons voting for or against its passage in a newspaper of general circulation within the time established by law, for at least one publication.

SECTION 5. This ordinance shall be effective upon the publication mentioned, unless otherwise stated.

PASSED AND ADOPTED this ____ day of _____, 2020 by the following vote of the Elko City Council.

VOTE:

AYES:

NAYES:

ABSENT:

ABSTAIN:

CITY OF ELKO

By: _____

REECE KEENER, Mayor

ATTEST:

KELLY WOOLDRIDGE, City Clerk

**Elko City Council
Agenda Action Sheet**

1. Title: **Second reading, public hearing, and possible adoption of Ordinance No. 852, an ordinance amending Title 8, Chapter 2, Section 3-2 entitled “Mandatory Installation of Conduit”, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **May 26, 2020**
3. Agenda Category: **PUBLIC HEARING**
4. Time Required: **5 Minutes**
5. Background Information: **First reading of Ordinance No. 852 was conducted on May 12, 2020. MR**
6. Budget Information:

Appropriation Required: **N/A**
Budget amount available: **N/A**
Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Ordinance No. 852**
9. Recommended Motion: **Approve second reading, public hearing, and adoption of Ordinance 852.**
10. Prepared By: **Michele Rambo, AICP, Development Manager**
11. Committee/Other Agency Review: **Dave Stanton, City Attorney**
12. Council Action:
13. Council Agenda Distribution: **N/A**

ORDINANCE 852

**AN ORDINANCE AMENDING TITLE 2, CHAPTER 8, Section 3-2 OF THE ELKO CITY CODE,
ENTITLED "MANDATORY INSTALLATION OF CONDUIT," BY PERMITTING
TELECOMMUNICATIONS PROVIDERS TO RETAIN EXCLUSIVE USE OF UNDERGROUND
COMMUNICATIONS INFRASTRUCTURE FOR UP TO FIVE YEARS**

WHEREAS, Elko City Code Section 8-2-3-2 requires, under most circumstances, that a person undertaking a public works project or conducting a private excavation within a public right-of-way to install underground communications infrastructure on behalf of the City;

WHEREAS, Section 8-2-3-2 further provides that underground communications infrastructure is automatically owned by the City upon installation, at which time the City reimburses the permittee for the cost of installation;

WHEREAS, certain telecommunications providers desire to retain exclusive use of underground communications infrastructure for up to five years after installation in private excavations;

WHEREAS, the City Council desires to amend City Code Section 8-2-3-2 to permit telecommunications providers to retain exclusive use of underground communications infrastructure for up to five years after installation in private excavations, so long as the City is not obligated to reimburse the telecommunications providers for the cost of installation during that period;

WHEREAS, the City Council further desires to require permittees to offer underground communications infrastructure for dedication to the City prior to reimbursement for the cost of installation;

NOW THEREFORE, IT BE ORDAINED BY THE CITY COUNCIL OF THE CITY OF ELKO, NEVADA.

Section 1: Title 8, Chapter 2, Section 3-2 of the Elko City Code is hereby amended to read as follows:

8-2-3-2: MANDATORY INSTALLATION OF CONDUIT:

A. Installation ~~of~~ Conduit ~~in~~ Rights-~~of~~-Way ~~for~~ Public Works Projects:
Whenever a person undertakes a public works project within a public right-of-way involving the planning, construction, reconstruction, or repaving of the public right-of-way, the project shall include, to the maximum extent practical and feasible, installation of underground communication infrastructure by the person performing the work.

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1. The City may grant a telecommunications provider a license for longitudinal access or wireless access to a right-of-way for the installation, operation, and maintenance of a telecommunications facility.

2. Before granting a telecommunications provider a license for longitudinal access or wireless access to a right-of-way, the City must first enter into a competitively neutral and nondiscriminatory agreement with the telecommunications provider. Such an agreement must be approved by the Elko City Council, which approval may be granted, conditioned or withheld in its discretion.

3. The communications infrastructure installed pursuant to this Section A shall automatically be owned by the City upon installation without any further action on the part of either the person undertaking the public works project or the City.

B. Installation ~~of~~ Conduit ~~in~~ Rights-Of-Way ~~for~~ Private Excavations:

1. To the maximum extent practicable and feasible, the City shall condition all permits for private excavations within public rights-of-way on the execution of an agreement providing for the installation of underground communications infrastructure on behalf of the City by the permittee, which agreement shall, without limitation, contain the following terms and conditions:

a. ~~Upon~~ No more than five (5) years after satisfactory completion of the installation, the permittee shall offer the underground communications infrastructure to the City for dedication;

b. In the event the permittee fails to offer the underground communications infrastructure to the City for dedication within five (5) years of satisfactory completion of the installation, the permittee shall be automatically deemed to have offered the underground communications infrastructure to the City for dedication;

c. Within forty-five (45) days of the permittee offering the underground communications infrastructure to the City for dedication, the City shall ~~pay to~~ reimburse the permittee for the incremental additional cost of installing the underground communications infrastructure, which cost shall not include any amounts that would otherwise have been paid by the permittee had the communications infrastructure not been installed;

d. The permittee's offer of dedication of the underground communications infrastructure to the City shall be a condition precedent to permittee's entitlement to reimbursement;

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e. Between the date of completion of the installation and the date the permittee offers the underground communications infrastructure to the City for dedication, the permittee shall have exclusive use of the underground communications infrastructure;

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b.f. Costs reimbursed in accordance with this Section (B)(1) shall include the City shall bear all reasonable and properly documented design and construction costs associated solely with and required for the installation of the underground communications infrastructure.

~~2. The communications infrastructure shall automatically be owned by the City upon installation without any further action on the part of either the permittee or the City.~~

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~~32.~~ The City may, at its sole option and expense, require the permittee conducting the excavation to extend the excavation, where practical, to permit the connection of the communications infrastructure to existing communications infrastructure owned by the City.

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Section 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed, but only to the extent of such conflict

Section 3: If any section, paragraph, clause or provision of this ordinance shall for any reason be held to be invalid, unenforceable, or unconstitutional by a court of competent jurisdiction, the invalidity, unenforceability or provision shall not affect any remaining provisions of this ordinance.

Section 4: Upon adoption, the City Clerk of the City of Elko is hereby directed to have this ordinance published by title only, together with the Councilman voting for or against its passage in a newspaper of general circulation within the time established by law, for at least one publication.

Section 5: This Ordinance shall be effective upon the publication mentioned in Section 4.

PASSED AND ADOPTED this ____ day of ____, 2020 by the following vote of the Elko City Council.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED this _____ day of _____ 2020.

CITY OF ELKO

BY: _____
REECE KEENER, Mayor

ATTEST:

KELLY WOOLDRIDGE, City Clerk