

**AGENDA**  
**CITY OF FALLON – CITY COUNCIL**  
**55 West Williams Avenue**  
**Fallon, Nevada**  
**May 20, 2019 – 9:00 a.m.**

The Honorable City Council will meet in a regularly scheduled meeting on May 20, 2019 at 9:00 a.m. in the City Council Chambers, 55 West Williams Avenue, Fallon, Nevada.

Items on the agenda may be taken out of order. The Council may combine two or more agenda items for consideration. The Council may remove an item from the agenda or delay discussion relating to an item on the agenda at any time. Unless otherwise allowed by the City Council, public comments by an individual will be limited to five minutes.

1. Pledge of Allegiance to the Flag.
2. Certification of Compliance with Posting Requirements.
3. Public Comments: General in nature, not relative to any agenda items.  
No action may be taken on a matter raised under this item until the matter has been specifically included on an agenda as an item upon which action will be taken. **(For discussion only)**
4. Approval of Warrants: **(For possible action)**
  - A) Accounts Payable
  - B) Payroll
  - C) Customer Deposit
5. Consideration of application by Linda Lorow for a drinking establishment liquor license for The Slippery to be located at 30 East Center Street. **(For possible action)**
6. Consideration of application by Linda Lorow for a cabaret license for The Slippery to be located at 30 East Center Street. **(For possible action)**
7. Consideration and possible adoption of Resolution No. 19-05: A Resolution of the City Council of Fallon, Nevada providing for the transfer of the City's 2019 Private Activity Bond Volume Cap to the Nevada Rural Housing Authority; and other matters related properly thereto. **(For possible action)**
8. Public Hearing: Tentative Budget for June 30, 2020. **(For discussion only)**
9. Consideration and possible action to approve a construction contract with A&K Earthmovers of Fallon, Nevada, in order to complete the Manhole Rehabilitation Phase II project in the amount of One Million Two Hundred Seventy-Five Thousand Two Hundred and Seventy-Five Dollars (\$1,275,275.00). CH-2019-186. **(For possible action)**

10. Consideration and possible approval of a construction contract with Custom Fence Company of Logan, Utah in order to complete the Fallon Municipal Airport Perimeter Fencing Replacement project, PWP-CH-2019-150, in the amount of Six Hundred Forty-Six Thousand Ninety-Six Dollars and Ninety Cents (\$646,096.90), contingent upon final approval of FAA grant funding. **(For possible action)**
11. Consideration and possible approval of a Professional Services Contract with Atkins North America, Inc. for construction administration support services relating to the Fallon Municipal Airport Perimeter Fencing Replacement project, PWP-CH-2019-150, in the amount of Eighty-Eight Thousand Eight Hundred Dollars (\$88,800.00), contingent upon final approval of FAA grant funding. **(For possible action)**
12. Executive Session (closed):
  - Discuss Litigation Matters **(For discussion only)** (NRS 241 et.seq.)
  - Negotiations with Operating Engineers Local Union No. 3 **(For discussion only)**
  - Negotiations with Fallon Peace Officers Association **(For discussion only)**
13. Consideration and possible action to approve negotiated agreement between the City of Fallon and the Fallon Peace Officers Association to be effective from July 1, 2018 to June 30, 2021. (Pursuant to NRS 288.153, the proposed agreement and any exhibits or other attachments to the proposed agreement are available to the public on the City's website, [fallonnevada.gov](http://fallonnevada.gov), and at the City Clerk's Office, 55 West Williams Avenue, Fallon, Nevada.) **(For possible action)**
14. Public Comments **(For discussion only)**
15. Council and Staff Reports **(For discussion only)**

This agenda has been posted on or before 9:00 a.m. on May 15, 2019 at City Hall, District Court Building, Churchill County Office Complex, Churchill County Public Library and posted to the City's website (<https://fallonnevada.gov>) and the State of Nevada public notice website (<https://notice.nv.gov/>). Members of the public may request the supporting material for this meeting by contacting Elsie M. Lee, Deputy City Clerk, City Clerk's Office, City Hall, 55 West Williams Avenue, Fallon, Nevada, (775) 423-5104. The supporting material for this meeting is also available to the public on the City's website (<https://fallonnevada.gov>) and the State of Nevada public notice website (<https://notice.nv.gov/>).

  
Elsie M. Lee

**NOTICE TO PERSONS WITH DISABILITIES:** Reasonable effort will be made to assist and accommodate physically handicapped persons desiring to attend the meeting. Please call the City Clerk's Office at 423-5104 in advance so that arrangements may be conveniently made.



May 20, 2019

## Agenda Item 5

Consideration of application by Linda Lorow for a drinking establishment liquor license for The Slippery to be located at 30 East Center Street.  
**(For possible action)**

**CITY OF FALLON  
REQUEST FOR COUNCIL ACTION**

Agenda Item No. 5

DATE SUBMITTED: May 14, 2019

AGENDA DATE REQUESTED: May 20, 2019

TO: The Honorable City Council

FROM: Elsie Lee, Deputy City Clerk

SUBJECT TITLE: Consideration of application by Linda Lorow for a drinking establishment liquor license for The Slippery to be located at 30 East Center Street. (For possible action)

TYPE OF ACTION REQUESTED: (Check One)

☐ Resolution

☐ Ordinance

☒ Formal Action/Motion

☐ Other

RECOMMENDED COUNCIL ACTION: Motion to approve application and to issue a drinking establishment liquor license to Linda Lorow for The Slippery, a bar and grill, to be located at 30 East Center Street.

DISCUSSION: Linda Lorow, general manager/owner of The Slippery has made application for a drinking establishment liquor license for The Slippery to be located at 30 East Center Street. A drinking establishment liquor license is a privileged license that allows the licensee to sell alcoholic beverages from a fixed and definite place of business for consumption upon the premises only. Linda was previously issued a drinking establishment liquor license for Jimmy's and Sons Bar and Grill at the same location.

The application has been reviewed by City Engineer Derek Zimney, Police Chief Kevin Gehman, Deputy City Clerk Elsie Lee and Legal and Administrative Director Robert Erquiaga and has been recommended for approval.

FISCAL IMPACT: Annual drinking establishment liquor license fee revenue.

FUNDING SOURCE: N/A.

PREPARED BY: Elsie Lee, Deputy City Clerk

DATE: May 14, 2019

TO BE PRESENTED TO THE COUNCIL BY: Elsie Lee, Deputy City Clerk

# FALLON POLICE DEPARTMENT

55 West Williams Avenue  
Fallon, Nevada 89406-2941  
(775) 423-2111  
(Fax) 423-6527

Kevin Gehman  
Chief of Police

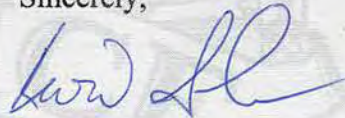
May 2, 2019

This letter certifies that Linda Lorow, General Manager/Owner of The Slippery located at 30 E. Center St., Fallon, NV 89406, has completed and passed her background check for a liquor license.

Additionally, I have previously met with the applicant regarding components of the Fallon Municipal Code concerning alcoholic beverage sales as well as her responsibilities as manager/owner of the store.

Furthermore, there is a supplemental form that specifically addresses operation of the business, to include identifying the on-site manager, and acknowledgements from the applicant that she understands she may be held personally responsible for improper business practices.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Kevin Gehman', is written over a large, faint, circular police department seal. The seal contains the words 'FALLON POLICE' and 'NEVADA'.

Kevin Gehman  
Chief of Police





# CITY OF FALLON CLERK'S OFFICE

55 West Williams Avenue, Fallon, Nevada 89406

Phone: (775) 423-5104

Fax: (775) 423-8874



## LIQUOR LICENSE APPLICATION

Application Type: ☐ New ☒ Owner Change ☐ Manager Change ☐ Location Change

Applicant's Name: Lorow Linda M Application Date: 3/23/19

Last First MI

Title: General Manager/owner Phone: 775-294-9467

Date of Birth: 2/28/78 Social Security Number: ██████████

Driver's License Number: ██████████ Driver's License State: NV

Sex: F Height: 5' 2" Weight: 180

List all addresses in which you have resided at for the past five (5) years.

Begin/End	Physical Address	City	State	Zip
2012 - Present	5845 MacPherson LN	Fallon	NV	89406

Business Entity Type: ☒ Sole Proprietor ☐ Partnership ☐ Limited Liability Company ☐ DBA  
☐ Corporation ☐ Association ☐ Other:  

Business Name: The Slippery

Business Owner(s):

Name	Address	Title
Dean Lorow	5845 MacPherson LN	owner
Linda Lorow	5845 MacPherson LN	owner.

Business Address: 30 E. Center St. Fallon NV 89406

City State Zip

Provide a brief description of the portion to be occupied by the establishment for which the license is sought:

Bar and Grill

Is the premises to be licensed leased by the applicant? ☒ Yes ☐ No

Name of the owner of the premises: Ferguson Realty

Name of the owner's authorized agent, if any:  

What type of license for which the application is made: ☐ Retail (Off Premises) ☒ Drinking Establishment (On Premises)

Have you owned or managed any other business? ☒ Yes ☐ No



## CITY OF FALLON CLERK'S OFFICE

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Fax: (775) 423-8874

If Yes, list the business(es) you have owned or managed.

Begin/End	Name	Address	City	State	Zip
1999-2000	Pizza Hut		Fallons	NV	89406
2004-2008	KFC	1515 W. Williams Ave	FALLON	NV	89406

Have you ever been issued a business or a liquor license?

☒ Yes

☐ No

If Yes, when? 2018 (August)

What Agency? City of Fallon.

Have you ever had a business or liquor license revoked?

☐ Yes

☒ No

If Yes, when? \_\_\_\_\_

What Agency? \_\_\_\_\_

Have you ever been denied a business or liquor license?

☐ Yes

☒ No

If Yes, when? \_\_\_\_\_

What Agency? \_\_\_\_\_

Have you received any specialized training for serving alcoholic beverages?

☒ Yes

☐ No

If Yes, explain: Liquor Service and how to spot an intoxicated person online.

Have you ever been arrested? ☒ Yes

☐ No

If Yes, provide the following information:

Date	Charge	Arresting Agency	Disposition
1996	Writing checks with insufficient funds	CCSD	Convicted

List five (5) references not related to you with daytime phone numbers:

Name	Phone	Relationship
Chris Zammit	775 342 5900	Friend
Jon Garrett	775 910 3627	Friend
Kirsten Boyd	775 560 7835	Friend.
Casey Phillips	801-834 0731	Friend
Jimmy Armstrong	775-294-1544	Friend

I declare under penalty of perjury that the foregoing is true and correct:

- That I have received and read a copy of Chapter 5.08 of the Fallon Municipal Code – Alcoholic Beverage Sales;
- That upon approval of a Liquor License, I will conduct the business and business establishment in accordance with the provisions of the laws of the State of Nevada, the United States, and the ordinances of the City of Fallon applicable to the conduct of business; and
- That the above information is true and correct to the best of my knowledge and belief and that such declaration is made with the full knowledge that any failure to disclose, misstatement, or other attempt to mislead may be considered sufficient cause for denial of a business license.

  
Applicant's Signature



## CITY OF FALLON CLERK'S OFFICE

55 West Williams Avenue, Fallon, Nevada 89406

Phone: (775) 423-5104

Fax: (775) 423-8874

### AUTHORIZATION AND RELEASE

I, Linda Lorow, authorize the Fallon Police Department to perform a background check and to release the results of said investigation, which may include information of a confidential or privileged nature, to the City Council in public documents and/or discussion at a public meeting.

*Linda Lorow*  
Applicant's Signature

OFFICIAL USE ONLY		
10 Print Card	_____	Spillman Entry _____
Photo	_____	
Local records	_____	Recommended by Chief of Police or Designee
NCJIS	_____	
Municipal Code	_____	Not Recommended by Chief of Police or Designee
Fee	\$ _____	
REVIEWED BY:		
City of Fallon Engineering/Building Department	<u><i>[Signature]</i></u>	Date: <u>5/14/19</u>
City of Fallon Chief of Police	<u><i>[Signature]</i></u>	Date: <u>5/14/19</u>
City of Fallon/Churchill County Fire Dept.	<u><i>[Signature]</i></u>	Date: <u>5-14-19</u>
City of Fallon Attorney's Office	<u><i>[Signature]</i></u>	Date: <u>5/14/19</u>

OFFICIAL USE ONLY:		
Account No.	License No.	Payment Received By:



April 29, 2019

**Liquor License Application**

**The Slippery**

**30 E. Center Street  
Fallon, NV 89406**

Chief Kevin Gehman

Fallon Police Department  
55 W Williams Ave  
Fallon, NV 89406

Personal Reference Check for:

**Mrs. Linda Lorow (Manager/Owner)**

Dear Chief Gehman,

On April 29, 2019, I completed the reference check for Mrs. Linda Lorow by contacting the personal references she had listed on her Liquor License Application. Listed below are their responses:

**Jon Garrett                      Friend**

Mr. Garrett has known Mrs. Lorow for the last 2 years through her husband Dean. Mr. Garrett says that Mrs. Lorow is the most honest person he knows. He believes that she will adhere to the legal constraints of having a liquor license. Mr. Garrett has been in a business operated by Mrs. Lorow and said it is ran perfectly. Mr. Garrett is not aware of any issues that should preclude the applicant from being allowed to operate a business that serves alcohol. Mr. Garrett can think of no reasons why Mrs. Lorow should not be issued a liquor license.

**Casey Phillips                      Friend**

Mr. Phillips is a friend of Mrs. Lorow. They have known each other for about one year through charity work. He said he has no concerns with Mrs. Lorow's ability to uphold the responsibilities that go along having a Liquor License. Mr. Phillips feels Mrs. Lorow is very trustworthy. Mr. Phillips has been in the business that Mrs. Lorow manages and says she is very professional.

**Kirsten Boyd                      Friend**

Mrs. Boyd and Mrs. Lorow have been friends for 1 year. She said she has absolutely no concerns with Mrs. Lorow's honesty, trustworthiness and character. She believes she will adhere to all the laws, regulations and responsibilities that accompany the issuing of a liquor license. Mrs. Boyd has been in a business owned or operated by Mrs. Lorow and says she operates it very well.

**Jimmie Armstrong                      Friends**

Mr. Armstrong has known Mrs. Lorow for 9 years from when they bought the bar and she managed it. He is certain she will follow all the regulations and laws. He informed me that she has been running the business very well. She took over the books and bartending and has done an excellent job with those responsibilities. He is not aware of any reason why Mrs. Lorow should not be issued a liquor license. He thinks she is a very nice person and great with people.

**Chris Zammit                              Friends**

Mr. Zammit has known Mrs. Lorow for 6 years. She was his supervisor at Dominos Pizza. Mr. Zammit feels that Mrs. Lorow is very honest and a really good person. He is confident she will adhere to all the legal constraints of having a liquor license because of all the food safety rules and regulations she had to comply with at Dominos. Mr. Zammit stated that he feels she will do a great job.

All the above subjects were confident that Mrs. Linda Lorow would not have any issues if he was approved for a Liquor License in the City of Fallon.

Thank you,

PSA Melissa Fecht, 9024

## Liquor License Application Interview Supplement

APPLICANT Linda Lorow

DATE 05/02/2019

BUSINESS NAME – The Slippery, 30 E. Center St., Fallon, NV

I (~~will~~/will not) be the on-site supervisor.

If not, on-site supervisor will be \_\_\_\_\_

I understand that if the on-site supervisor changes, I am responsible to notify the City Clerk's Office. Initials LL

I acknowledge that as the license holder, I am personally responsible for what is sold at the store. Initials LL

I further acknowledge that as the license holder, I am responsible for alcohol sales from the business and may be held personally responsible for alcohol sales that violate any law or ordinance. Initials LL

I have received, read and understand the Liquor and Business License requirements within the Fallon Municipal Code and agree to abide by those requirements. Initials LL



May 20, 2019

## Agenda Item 6

Consideration of application by Linda Lorow for a cabaret license for The Slippery to be located at 30 East Center Street. **(For possible action)**

**CITY OF FALLON  
REQUEST FOR COUNCIL ACTION**

Agenda Item No. 6

DATE SUBMITTED: May 14, 2019

AGENDA DATE REQUESTED: May 20, 2019

TO: The Honorable City Council

FROM: Elsie Lee, Deputy City Clerk

SUBJECT TITLE: Consideration of application by Linda Lorow for a cabaret license for The Slipperry, to be located at 30 E. Center Street. (For possible action)

TYPE OF ACTION REQUESTED: (Check One)

<input type="checkbox"/> Resolution	<input type="checkbox"/> Ordinance
<input checked="" type="checkbox"/> Formal Action/Motion	<input type="checkbox"/> Other

RECOMMENDED COUNCIL ACTION: Motion to approve application and to issue a cabaret license to Linda Lorow for The Slipperry, to be located at 30 E. Center Street.

DISCUSSION: Linda Lorow, general manager/owner of The Slipperry has made application for a cabaret license for The Slipperry, to be located at 30 E. Center Street. A cabaret license is a privileged license that allows the licensee to provide live entertainment or dancing at the establishment.

The application has been reviewed by Police Chief Kevin Gehman, Deputy City Clerk Elsie Lee, City Engineer Derek Zimney, and Legal and Administrative Director Robert Erquiaga and has been recommended for approval.

FISCAL IMPACT: Annual cabaret license fee revenue.

FUNDING SOURCE: N/A.

PREPARED BY: Elsie Lee, Deputy City Clerk

DATE: May 14, 2019

TO BE PRESENTED TO THE COUNCIL BY: Elsie Lee, Deputy City Clerk



# CITY OF FALLON CLERK'S OFFICE

55 West Williams Avenue, Fallon, Nevada 89406

Phone: (775) 423-5104

Fax: (775) 423-8874



## CABARET LICENSE APPLICATION

Application Type:	<input checked="" type="checkbox"/> New	<input type="checkbox"/> Owner Change	<input type="checkbox"/> Manager Change	<input type="checkbox"/> Location Change
Application Duration:	<input checked="" type="checkbox"/> Annual (Per calendar year - \$400 annual fee)		<input type="checkbox"/> Temporary (Not to exceed 48 hours - \$200 fee)	
Name:	<u>Lorow Linda M</u>		Application Date: <u>4/22/19</u>	
Last		First	MI	
Title:	<u>Owner / Manager</u>		Phone: <u>775-294-9467</u>	
Business Entity Type:	<input checked="" type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> DBA
	<input type="checkbox"/> Corporation	<input type="checkbox"/> Association	<input type="checkbox"/> Other: _____	
Business Name:	<u>The Slippery</u>			
Business Owner(s):				
Name			Title	
<u>Linda Lorow</u>			<u>OWNER</u>	
<u>Dean Lorow</u>			<u>OWNER</u>	
Premises Location: <u>30 E. Center St. Fallon NV 89404</u>				
			City	State Zip
Room Description (Attach Floorplan): <u>Floor Plan attached</u>				
Description of live entertainment (i.e. DJ, karaoke, live band, etc.): <u>Karaoke, Live Band</u>				

I declare under penalty of perjury that the foregoing is true and correct:

1. That no person not named in the application shall be directly or indirectly interested in the business to be conducted under such license;
2. That each and every person designated in this application is of legal age and a citizen or lawful resident of the United States;
3. That the general public shall have access to the premises during all hours in which business is conducted;
4. That the building specifications of said premises are attached hereto and made a part of this application.
5. That I have received and read a copy of Chapter 5.12 of the Fallon Municipal Code - Cabarets and Drinking Establishments;
6. That upon approval of a Cabaret License, I will conduct the business and business establishment in accordance with the provisions of the laws of the State of Nevada, the United States, and the ordinances of the City of Fallon applicable to the conduct of business; and
7. That the above information is true and correct to the best of my knowledge and belief and that such declaration is made with the full knowledge that any failure to disclose, misstatement, or other attempt to mislead may be considered sufficient cause for denial of a business license.

Linda Lorow  
Applicant

OFFICIAL USE ONLY - REVIEWED BY	
City of Fallon Engineering/Building Department	Date: <u>5/14/19</u>
City of Fallon Chief of Police	Date: <u>5/3/19</u>
City of Fallon/Churchill County Fire Dept.	Date: <u>5-3-19</u>
City of Fallon Attorney's Office	Date: <u>5/14/19</u>

### OFFICIAL USE ONLY:

Account No.

License No.

Payment Received By:



cooler

cooler

Back bar

coolers

Karaoke  
Band

Wet bar

closet

Mens room

Storage

women's  
restroom

Storage

The Slippery

Pool  
table

Pool  
table

table

May 20, 2019

## Agenda Item 7

Consideration and possible adoption of Resolution No. 19-05: A Resolution of the City Council of Fallon, Nevada providing for the transfer of the City's 2019 Private Activity Bond Volume Cap to the Nevada Rural Housing Authority; and other matters related properly thereto. **(For possible action)**

**City of Fallon**  
**Request for Council Action**  
**Agenda item 7**

**Date Submitted:** May 14, 2019

**From:** City Clerk Treasurer Cordes

**Agenda Date Requested:** May 20, 2019

**To:** The Honorable City Council

**Subject Title:** Resolution No. 19-05: A Resolution of the City Council of Fallon, Nevada providing for the transfer of the City's 2019 Private Activity Bond Volume Cap to the Nevada Rural Housing Authority; and other matters related thereto.

**Type of Action Requested:** Adopt or do not Adopt Resolution No. 19-05: A Resolution of the City Council of Fallon, Nevada providing for the transfer of the City's 2019 Private Activity Bond Volume Cap to the Nevada Rural Housing Authority; and other matters related thereto.

**Recommended Council Action:** Adopt Resolution No. 19-05: A Resolution of the City Council of Fallon, Nevada providing for the transfer of the City's 2019 Private Activity Bond Volume Cap to the Nevada Rural Housing Authority; and other matters related thereto.

**Discussion:** The City of Fallon received a request from William L. Brewer, Executive Director of the Nevada Rural Housing Authority dated May 9, 2019 to transfer the City's 2019 Private Activity Bond to the Nevada Rural Housing Authority. The Nevada Rural Housing Authority provides City of Fallon Citizens with programs such as the Mortgage Credit Certificate and the Down Payment Assistance Access Program.

Mr. William L. Brewer, Nevada Rural Housing Authority Executive Director will present statistics regarding the Nevada Rural Housing Authority programs in Fallon.

The City Council has transferred its Private Activity Bond Volume Cap to the Nevada Rural Housing Authority since the inception of these homebuyer assistance programs.

**Fiscal Impact:** Provide Homebuyer Assistance to Fallon Citizens

**Funding Source:** NA

**Alternatives:** NA

**Prepared By:** Gary C Cordes City Clerk & Treasurer

**Presented By:** Gary C Cordes City Clerk & Treasurer







May 09, 2019

The Honorable Ken Tedford  
Mayor, City of Fallon  
55 W. Williams Ave.  
Fallon, NV 89406

Dear Mayor Tedford,

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

What does that mean? It means 8,106 families have achieved their dream of affordable homeownership. It means \$26.4 million in homeowner tax savings have been invested back into our Nevada communities. It means Sheila and her two children in 2018 were finally able to move into a home of their very own. Home At Last!

The transfer of PABC does not obligate the City of Fallon in any way. It simply gives us the financing tools to ensure we can successfully offer our homeownership programs – like the mortgage credit certificate (the "MCC"), which, in turn, support your community through single-family housing financing and tax credits to homeowners reinvested in your local economy.

Home At Last provides pathways. From comprehensive homebuyer education to the Trio lease-to-own program launching this year, we know homeownership isn't only about getting approved and moving in. It's about building long-term success. It's about putting down roots and becoming engrained in a community – goals I know we share with you and your leadership.

**Please accept this letter as our formal request to schedule this action (or consent) item for your May 20, 2019 City Council meeting. To simplify the transfer, a draft resolution and corresponding transfer certificate is attached. Within 5 days of approval, please email a copy of the signed resolution and transfer certificate to [Diane@NVRural.org](mailto:Diane@NVRural.org) and mail the original documents to:**

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

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

With Sincere Gratitude,

William L. Brewer  
Executive Director

Enclosures: 3

Attachment 1: 2019 Distribution of PABC

Attachment 2: Resolution

Attachment 3: Transfer Certificate



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







A Program of  
**Nevada Rural  
Housing Authority**  
HomeAtLastNV.org

## Home At Last™ in Your Community

The Nevada Rural Housing Authority mission is to promote, provide and finance affordable housing opportunities for all rural Nevadans.

Home At Last™ is an integral part of expanding and ensuring homeownership opportunities in rural Nevada, which is a key component to successful economic development throughout the state. We recognize the tremendous value in working with our local communities – your commitment to helping ensure every citizen has a home they can afford is what makes rural Nevada a great place to live and thrive. It's also a cornerstone for building healthy communities.

### Total Home At Last™ Program Performance (Since 2006 Launch)

**\$1.6 BILLION**  
in Mortgages Provided

**8,106 FAMILIES ASSISTED**  
with Mortgage Credit Certificates and/or  
Down Payment Assistance

**\$26.4 MILLION**  
in tax savings reinvested into local  
communities

**\$46.7 MILLION**  
in Down Payment Assistance



**\$3.9 Million in PABC Transfers from the  
City of Fallon to NRHA Since 2006**



**\$484,280 in Down Payment Assistance  
Provided to Fallon Homebuyers Since 2006**



**102 Families Assisted in the City of  
Fallon Since 2006**



**\$207,411 Average Loan Size in the  
City of Fallon (2018-2019)**

**City of Fallon  
Impact**

**\$15.4**

**Million in  
Loan Volume**

This institution is an equal opportunity provider and employer.





**Nevada State Department of Business & Industry**  
**Distribution of Federal Tax Exempt Private Activity Bonding Authority [CAP]**  
**For Use in Calendar Year 2019**

*Based upon estimates from the Nevada State Demographer, Nevada Department of Taxation*

\$318,611,160.00 =Total statewide allocation  
 \$159,305,580.00 =Local jurisdictions allocation Total

Counties & Incorporated Cities			2018		Percentage of State			
			Population Estimate**		Population			
			County Totals	Jurisdiction Totals			Total for Distribution	\$
								159,305,580
Carson City			56,057	56,057		1.83338%	\$	2,920,671.60
Churchill County			25,628					
	Fallon			9,125		0.29844%	\$	475,429.09
	Unincorporated County			16,503		0.53974%	\$	859,836.30
Clark County			2,251,175					
	Boulder City			15,887		0.51959%	\$	827,741.58
	Henderson			310,244		10.14671%	\$	16,164,276.33
	Las Vegas			644,113		21.06609%	\$	33,559,458.11
	Mesquite			22,557		0.73774%	\$	1,175,260.70
	North Las Vegas			248,701		8.13391%	\$	12,957,774.17
	Unincorporate County			1,009,673		33.02194%	\$	52,605,798.59
Douglas County			49,070	49,070		1.60486%	\$	2,556,636.20
Elko County			54,326					
	Carlin			2,613		0.08546%	\$	136,142.05
	Elko			21,158		0.69198%	\$	1,102,370.26
	Wells			1,365		0.04464%	\$	71,118.98
	West Wendover			4,406		0.14410%	\$	229,560.61
	Unincorporated County			24,784		0.81058%	\$	1,291,291.45
Esmeralda County			969	969		0.03169%	\$	50,486.66
Eureka County			1,951	1,951		0.06381%	\$	101,650.65
Humboldt County			16,989					
	Winnemucca			7,856		0.25694%	\$	409,311.88
	Unincorporated County			9,133		0.29870%	\$	475,845.90
Lander County			6,065	6,065		0.19836%	\$	315,997.52
Lincoln County			5,255					
	Caliente			1,084		0.03545%	\$	56,478.37
	Unincorporated County			4,171		0.13641%	\$	217,316.68
Lyon County			55,551					
	Fernley			19,790		0.64724%	\$	1,031,094.97
	Yerington			3,424		0.11198%	\$	178,396.62
	Unincorporated County			32,337		1.05760%	\$	1,684,816.48
Mineral County			4,690	4,690		0.15339%	\$	244,357.53
Nye County			47,856	47,856		1.56516%	\$	2,493,384.59
Pershing County			6,858					
	Lovelock			1,965		0.06427%	\$	102,380.07
	Unincorporated County			4,893		0.16003%	\$	254,934.19
Storey County			4,227	4,227		0.13825%	\$	220,234.38
Washoe County			460,237					
	Reno			248,806		8.13735%	\$	12,963,244.86
	Sparks			100,140		3.27514%	\$	5,217,476.03
	Unincorporated County			111,291		3.63984%	\$	5,798,463.39
White Pine County			10,678					
	Ely			4,149		0.13570%	\$	216,170.44
	Unincorporated County			6,529		0.21353%	\$	340,172.77
Totals =			3,057,582	3,057,582		100.0000%	\$	159,305,580.00

IRS Notice 2019-19

\*\*State Demographer's 'Governor Certified Population of Nevada Counties, Cities and Towns 2018'

Saved in Excel as: 2019 Volume Cap Distribution & Demographer Info



## RESOLUTION No. 19-05

RESOLUTION OF THE CITY COUNCIL OF FALLON, NEVADA PROVIDING FOR THE TRANSFER OF THE CITY'S 2019 PRIVATE ACTIVITY BOND VOLUME CAP TO THE NEVADA RURAL HOUSING AUTHORITY; AND OTHER MATTERS RELATED THERETO

WHEREAS, pursuant to the provisions of Chapter 348A of the Nevada Revised Statutes (“NRS”) and Chapter 348A of the Nevada Administrative Code (“NAC”), there has been allocated to the City of Fallon, Churchill County, Nevada (the “City,” “County” and “State,” respectively), the amount of \$475,429.09 in tax-exempt private activity bond volume cap for year 2019 (the “2019 Bond Cap”); and

WHEREAS, the Nevada Rural Housing Authority (the “NRHA”), has requested that the City transfer its 2019 Bond Cap to the NRHA for the purpose of providing a means of financing the costs of single family residential housing that will provide decent, safe and sanitary dwellings at affordable prices for persons of low and moderate income (“Single Family Programs”); and

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

WHEREAS, Section 348A.180 of the NAC provides a procedure whereby the City may, by resolution, transfer to any other local government located within the same county, all or any portion of its 2019 Bond Cap; and

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

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

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

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

*Section 2. Transfer of Private Activity Bond Volume Cap.* Pursuant to NAC 348A.180, the City hereby transfers 2019 Bond Cap in the amount of \$475,429.09 to the NRHA for its Single Family Programs.

*Section 3. Use of 2019 Bond Cap.* The NRHA will use the 2019 Bond Cap for single family purposes in calendar year 2019 or carry forward any remaining amount according to the Internal Revenue Code of 1986, as amended, for such purposes.

*Section 4. Representative of City.* Pursuant to NAC 348A.180(1), the Director of the State of Nevada Department of Business and Industry (the "Director") may contact Gary C. Cordes, regarding this Resolution at (775) 423-3040 or in writing at 55 West Williams Avenue, Fallon, NV 89406.

*Section 5. Additional Action.* The Mayor and Clerk of the City are hereby authorized and directed to take all actions as necessary to effectuate the transfer of the 2019 Bond Cap, and carry out the duties of the City hereunder, including the execution of all certificates pertaining to the transfer as required by NAC Ch. 348A.

*Section 6. Direction to the NRHA.* The NRHA shall notify the Director in writing as soon as practicable of the occurrence or nonoccurrence of any term or condition that would affect the disposition of the 2019 Bond Cap.

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

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

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

ADOPTED, SIGNED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2019.

CITY OF FALLON, NEVADA

By \_\_\_\_\_  
Ken Tedford, Mayor

ATTEST:

By \_\_\_\_\_  
Gary C. Cordes, City Clerk

### **CERTIFICATE OF TRANSFER OF VOLUME CAP**

I, Gary C. Cordes, am the duly chosen and qualified City Clerk of the City of Fallon, Nevada (the "*City*") and in the performance of my duties as City Clerk do hereby certify to the Office of Business Finance and Planning in accordance with Section 348A.260 of the Nevada Administrative Code ("*NAC*"), that the 2019 private activity bond volume cap allocated to the City in the amount of \$475,429.09 has been transferred as follows:

\$475,429.09 has been transferred pursuant to NAC 348A.180 from the City, a local government, located in Churchill County to the Nevada Rural Housing Authority, a local government, located within Churchill County for the purpose of providing a means of financing the costs of single family residential housing that will provide decent, safe and sanitary dwellings at affordable prices for persons of low and moderate income.

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

CITY OF FALLON, NEVADA

By \_\_\_\_\_  
Gary C. Cordes, City Clerk

cc: Diane Arvizo, Nevada Rural Housing Authority



May 20, 2019

## Agenda Item 8

Public Hearing: Tentative Budget for June 30, 2020. **(For discussion only)**

Incorporated 1908

Agenda item 8

**Date Submitted:** April 23, 2019      **From:** City Clerk Treasurer Cordes

**Agenda Date Requested:** May 20 2019

**To:**                      The Honorable City Council

**Subject Title** Public Hearing: Tentative Budget For June 30, 2020

**Type of Action Requested:** Discussion only

**Recommended Council Action:** Discussion only

**Discussion:**    NRS 354.598 indicates that the governing body shall hold a public hearing on the tentative budget, at which time interested persons must be given an opportunity to be heard. The budget has been on file and available at the Churchill County Clerk's Office and the City Clerk's Office since April 16, 2019.

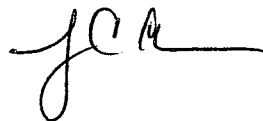
Attached is a memo from the Department of Taxation dated April 18, 2019 indicating they examined the budget and found it to be in compliance with the law and appropriate regulations.

**Fiscal Impact:**    NA

**Funding Source:** NA

**Alternatives:**    NA

**Prepared by:**    Gary Cordes, Clerk Treasurer  
**Presented By:**    Gary Cordes Clerk Treasurer





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

STATE OF NEVADA  
DEPARTMENT OF TAXATION

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

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

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

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

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

April 18, 2019

Gary C. Cordes  
City of Fallon  
55 W. Williams Avenue  
Fallon, NV 89406

Re: Tentative Budget – FY 2019/20

Dear Mr. Cordes,

The Department of Taxation has examined your fiscal year 19/20 tentative budget in accordance with NRS 354.596(5). The Department of Taxation finds the tentative budget to be in compliance with the law and appropriate regulations.

**Please be reminded a proof of publication of the notice of the public hearing must be transmitted to the Department with your final budget (NRS 354.598 (3)).**

If you should have any questions, please do not hesitate to call me at 775-684-2065. My e-mail address is [kgrahmann@tax.state.nv.us](mailto:kgrahmann@tax.state.nv.us).

Sincerely,

A handwritten signature in cursive script that reads "Kellie J. Grahmann".

Kellie J. Grahmann, Budget Analyst II  
Department of Taxation  
Local Government Finance



**City of Fallon**  
**Notice of Public Hearing on the June 30, 2020 Tentative Budget**

The time and place of hearing: May 20, 2019 at 9:00 a.m. in the City Council Chambers. 55 West Williams Avenue, Fallon, Nevada 89406

The tentative budget has been prepared in such detail and on appropriate forms as prescribed by the Department of Taxation.

The tentative budget is on file and available for inspection at the following locations:

Churchill County Clerk's Office : 155 North Taylor, Suite 110

City Clerk Treasurer's Office: City Hall, 55 West Williams Avenue

The budget will require a property tax rate of \$.7971 which will generate \$1,519,671 in revenues.

Signed: Gary C Cordes City Clerk Treasurer

**Publication: May 8, 2019**

**Ad #0000415200**

Ken Tedford  
MAYOR



Robert H. Erickson  
Councilman

James D. Richardson  
Councilman

Kelly Frost  
Councilwoman

Nevada Department of Taxation  
1550 College Parkway, Suite 115  
Carson City, NV 89706-7937

City of Fallon \_\_\_\_\_ herewith submits the (TENTATIVE) (FINAL) budget for the  
fiscal year ending June 30, 2020

This budget contains 1 funds, including Debt Service, requiring property tax revenues totaling \$ 1,519,671

The property tax rates computed herein are based on preliminary data. If the final state computed revenue limitation permits,  
the tax rate will be increased by an amount not to exceed \_\_\_\_\_ If the final computation requires, the tax rate will be  
lowered.

This budget contains 15 governmental fund types with estimated expenditures of \$ 11,248,864 and  
9 proprietary funds with estimated expenses of \$ 22,572,269

Copies of this budget have been filed for public record and inspection in the offices enumerated in NRS 354.596 (Local  
Government Budget and Finance Act).

CERTIFICATION

APPROVED BY THE GOVERNING BOARD

I, Ken Tedford  
(Print Name)

Mayor

(Title)

certify that all applicable funds and financial  
operations of this Local Government are  
listed herein

Signed:

Ken Tedford

Dated:

4-15-19

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SCHEDULED PUBLIC HEARING:

Date and Time: May 20, 2019 at 9:00 a.m.

Publication Date: 8-May-19

Place: City Council Chambers, City Hall, 55 West Williams, Fallon, Nevada 89406

Page: 1  
Schedule 1

# City of Fallon

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# **City of Fallon**

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## City of Fallon

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Ken Tedford  
MAYOR



Robert H. Erickson  
Councilman

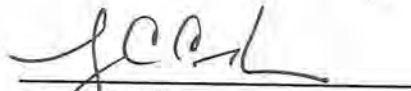
James D. Richardson  
Councilman

Kelly Frost  
Councilwoman

April 10, 2019

City of Fallon  
Tentative Budget  
Budget Message

The City of Fallon has budgeted \$795,635 ending fund balance for its General Fund for the year ending June 30, 2020. That ratio of ending fund balance to total expenditures is 7.9%. The ratio is adequate.

  
Gary C Cordes  
City Clerk And Treasurer

Budget Summary for City of Fallon  
Schedule S-1

REVENUES	GOVERNMENTAL FUND TYPES AND EXPENDABLE TRUST FUNDS				
	ACTUAL PRIOR YEAR 06/30/18 (1)	ESTIMATED CURRENT YEAR 06/30/19 (2)	BUDGET YEAR 06/30/20 (3)	PROPRIETARY FUNDS BUDGET YEAR 06/30/20 (4)	TOTAL (MEMO ONLY) COLUMNS 3+4 (5)
Property Taxes	\$ 1,380,357	\$ 1,449,839	\$ 1,519,671		\$ 1,519,671
Other Taxes	\$ 1,966,203	\$ 2,030,403	\$ 2,061,234		\$ 2,061,234
Licenses and Permits	\$ 1,637,686	\$ 1,685,526	\$ 1,742,904		\$ 1,742,904
Intergovernmental Resources	\$ 3,195,357	\$ 3,659,451	\$ 3,016,768		\$ 3,016,768
Charges for Services	\$ 2,143,562	\$ 2,278,326	\$ 2,400,783	\$ 21,865,407	\$ 24,266,190
Fines and Forfeits	\$ 100,367	\$ 120,000	\$ 120,000		\$ 120,000
Miscellaneous	\$ 112,186	\$ 96,283	\$ 101,125		\$ 101,125
<b>TOTAL REVENUES</b>	<b>\$ 10,535,718</b>	<b>\$ 11,319,828</b>	<b>\$ 10,962,485</b>	<b>\$ 21,865,407</b>	<b>\$ 32,827,892</b>
<b>EXPENDITURES-EXPENSES</b>					
General Government	\$ 1,892,029	\$ 1,917,755	\$ 2,080,132		\$ 2,080,132
Judicial	\$ 797,204	\$ 890,290	\$ 976,601		\$ 976,601
Public Safety	\$ 5,490,597	\$ 5,385,392	\$ 5,528,875		\$ 5,528,875
Public Works	\$ 446,837	\$ 1,059,231	\$ 579,783		\$ 579,783
Sanitation					\$ -
Health					\$ -
Welfare					\$ -
Culture and Recreation	\$ 1,014,646	\$ 972,132	\$ 995,936		\$ 995,936
Community Support	\$ 613,558	\$ 742,292	\$ 1,025,204		\$ 1,025,204
Intergovernmental Expenditures					\$ -
Contingencies					\$ -
Utility Enterprises					\$ -
Hospitals				\$ 22,572,269	\$ 22,572,269
Transit Systems					\$ -
Airports					\$ -
Other Enterprises					\$ -
Debt Service - Principal	\$ 46,854	\$ 49,813	\$ 52,960		\$ 52,960
Interest Cost	\$ 15,787	\$ 12,674	\$ 9,373		\$ 9,373
<b>TOTAL EXPENDITURES-EXPENSES</b>	<b>\$ 10,317,512</b>	<b>\$ 11,029,579</b>	<b>\$ 11,248,864</b>	<b>\$ 22,572,269</b>	<b>\$ 33,821,133</b>
Excess of Revenues over (under)					
Expenditures-Expenses	\$ 218,206	\$ 290,249	\$ (286,379)	\$ (706,862)	\$ (993,241)



	GOVERNMENTAL FUND TYPES AND EXPENDABLE TRUST FUNDS				
	ACTUAL PRIOR YEAR 06/30/18 (1)	ESTIMATED CURRENT YEAR 06/30/19 (2)	BUDGET YEAR 06/30/20 (3)	PROPRIETARY FUNDS BUDGET YEAR 06/30/20 (4)	TOTAL (MEMO ONLY) COLUMNS 3+4 (5)
OTHER FINANCING SOURCES (USES):					
Proceeds of Long-term Debt	\$ 265,792	\$ -			
Sales of General Fixed Assets					
Operating Transfers (in)	\$ 508,924	\$ 556,766	\$ 809,333	\$ 41,772	\$ 851,105
Operating Transfers (out)	\$ (508,924)	\$ (556,766)	\$ (809,333)	\$ (41,772)	\$ (851,105)
TOTAL OTHER FINANCING SOURCES (USES)	\$ 265,792	\$ 290,249	\$ -	\$ -	\$ -
Excess of Revenues and Other Sources over (under) Expenditures and Other Uses (Net Income)	\$ 483,998	\$ 290,249	\$ (286,379)	\$ (706,862)	XXXXXXXXXXXXXX
FUND BALANCE JULY 1, BEGINNING OF YEAR	\$ 954,950	\$ 1,438,948	\$ 1,729,197	XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
Prior Period Adjustments				XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
Residual Equity Transfers				XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
FUND BALANCE JUNE 30, END OF YEAR	\$ 1,438,948	\$ 1,729,197	\$ 1,442,818	XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
TOTAL ENDING FUND BALANCE	\$ 1,438,948	\$ 1,729,197	\$ 1,442,818	XXXXXXXXXXXXXX	XXXXXXXXXXXXXX

FULL TIME EQUIVALENT EMPLOYEES BY FUNCTION

	ACTUAL PRIOR YEAR ENDING 06/30/18	ESTIMATED CURRENT YEAR ENDING 06/30/19	BUDGET YEAR ENDING 06/30/20
General Government	15	15	16
Judicial	6	6	6
Public Safety	42	42	42
Public Works			
Sanitation			
Health			
Welfare			
Culture and Recreation	5	5	5
Community Support	4	4	4
TOTAL GENERAL GOVERNMENT	72	72	73
Utilities	35	35	36
Hospitals			
Transit Systems			
Airports			
Other			
TOTAL	107	107	109

POPULATION (AS OF JULY 1)	8,874	9,030	9,125
SOURCE OF POPULATION ESTIMATE*	Dept of Tax	Dept of Tax	Dept of Tax
Assessed Valuation (Secured and Unsecured Only)	202,084,557	206,124,442	209,190,932
Net Proceeds of Mines			
TOTAL ASSESSED VALUE	202,084,557	206,124,442	209,190,932
TAX RATE			
General Fund	0.7971	0.7971	0.7971
Special Revenue Funds			
Capital Projects Funds			
Debt Service Funds			
Enterprise Fund			
Other			
TOTAL TAX RATE	0.7971	0.7971	0.7971

\* Use the population certified by the state in March each year. Small districts may use a number developed per the instructions (page 6) or the best information available.

City of Fallon

(Local Government)

SCHEDULE S-2 - STATISTICAL DATA

# PROPERTY TAX RATE AND REVENUE RECONCILIATION

Fiscal Year 2019-2020

	(1)	(2)	(3)	(4)	(5)	(6)	(7)
	ALLOWED TAX RATE	ASSESSED VALUATION	ALLOWED AD VALOREM REVENUE [(1) X (2)/100]	TAX RATE LEVIED	TOTAL AD VALOREM REVENUE WITH NO CAP [(2, line A)X(4)/100]	AD VALOREM TAX ABATEMENT [(5) - (7)]	AD VALOREM REVENUE WITH CAP
OPERATING RATE:							
A. PROPERTY TAX Subject to Revenue Limitations	1.9765	\$ 209,190,932	\$ 4,134,659	0.7971	\$ 1,667,461	\$ 147,790	\$ 1,519,671
B. PROPERTY TAX Outside Revenue Limitations: Net Proceeds of Mines					XXXXXXXXXXXXXXXXXX		
VOTER APPROVED:							
C. Voter Approved Overrides							
LEGISLATIVE OVERRIDES							
D. Accident Indigent (NRS 428.185)							
E. Indigent (NRS 428.285)							
F. Capital Acquisition (NRS 354.59815)							
G. Youth Services Levy (NRS 62B.150, 62B.160)							
H. Legislative Overrides							
I. SCCRT Loss (NRS 354.59813)	0.3986	\$ 209,190,932	\$ 833,835				
J. Other:							
K. Other:							
L. SUBTOTAL LEGISLATIVE OVERRIDES	0.3986	\$ 209,190,932	\$ 833,835				
M. SUBTOTAL A, C, L	2.3751	\$ 209,190,932	\$ 4,968,494	0.7971	\$ 1,667,461	\$ 147,790	\$ 1,519,671
N. Debt							
O. TOTAL M AND N	2.3751	\$ 209,190,932	\$ 4,968,494	0.7971	\$ 1,667,461	\$ 147,790	\$ 1,519,671

City of Fallon

## SCHEDULE S-3 - PROPERTY TAX RATE AND REVENUE RECONCILIATION

The Allowed Revenue required for column 3 can be obtained from the March 15 Final Revenue Projections or manually calculated. If an entity chooses to budget for an amount in column 5 which is lower or higher than the amount produced by the formula, please attach an explanation.

SCHEDULE A - ESTIMATED REVENUES & OTHER RESOURCES - GOVERNMENTAL FUND TYPES, EXPENDABLE TRUST FUNDS & TAX SUPPORTED PROPRIETARY FUND TYPES

Budget For Fiscal Year Ending June 30, 2020

Budget Summary for City of Fallon

(Local Government)

GOVERNMENTAL FUNDS AND EXPENDABLE TRUST FUNDS  FUND NAME	BEGINNING FUND BALANCES (1)	CONSOLIDATED TAX REVENUE (2)	PROPERTY TAX REQUIRED (3)	TAX RATE (4)	OTHER REVENUE (5)	OTHER FINANCING SOURCES OTHER THAN TRANSFERS IN (6)	OPERATING TRANSFERS IN (7)	TOTAL (8)
General	\$ 977,680	\$ 1,951,975	\$ 1,519,671	0.7971	\$ 6,386,186		\$ 27,000	\$ 10,862,512
Convention and Tourism	\$ 624,854				\$ 820,000			\$ 1,444,854
Convention Center Fund	\$ 52,334				\$ 59,100		\$ 615,000	\$ 726,434
Parking Lot Fund	\$ 7,992							\$ 7,992
Secured Freight Yard Fund					\$ 27,000			\$ 27,000
Airport Fund	\$ 18,025				\$ 107,528		\$ 105,000	\$ 230,553
General and Drug Forfeiture	\$ 1,663							\$ 1,663
Land Reserve and Park Acquisition	\$ 12,291				\$ 1,000			\$ 13,291
Special Ad Valorem Capital Project					\$ 75,000			\$ 75,000
Unemployment Compensation	\$ 2,103							\$ 2,103
Compensated Absence	\$ 25							\$ 25
Fire Truck	\$ 161							\$ 161
Mayor's Youth Fund	\$ 22,121				\$ 15,000			\$ 37,121
Martin Vusich	\$ 7,950				\$ 25			\$ 7,975
Mayor's Century Fund	\$ 1,998							\$ 1,998
DEBT SERVICE								
Subtotal Governmental Fund Types, Expendable Trust Funds	\$ 1,729,197	\$ 1,951,975	\$ 1,519,671	0.7971	\$ 7,490,839	\$ -	\$ 62,333	\$ 62,333
PROPRIETARY FUNDS							\$ 809,333	\$ 13,501,015
	XXXXXXXXXX							
	XXXXXXXXXX				XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
	XXXXXXXXXX				XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
	XXXXXXXXXX				XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
	XXXXXXXXXX				XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
Subtotal Proprietary Funds	XXXXXXXXXX				XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
TOTAL ALL FUNDS	XXXXXXXXXX	\$ 1,951,975	\$ 1,519,671	0.7971	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX



**Budget For Fiscal Year Ending June 30, 2020**

(Local Government)

**\* FUND TYPES:**      R - Special Revenue  
                              C - Capital Projects  
                              D - Debt Service  
                              T - Expendable Trust

\*\*\* Capital Outlay must agree with CIP.

**SCHEDULE A-2 PROPRIETARY AND NONEXPENDABLE TRUST FUNDS**

Budget For Fiscal Year Ending June 30, 2020

Budget Summary for City of Fallon

(Local Government)

FUND NAME	*	OPERATING REVENUES (1)	OPERATING EXPENSES (2) **	NONOPERATING REVENUES (3)	NONOPERATING EXPENSES (4)	OPERATING TRANSFERS		NET INCOME (7)
						IN (5)	OUT(6)	
Electric	E	\$ 11,432,000	\$ 10,206,036	\$ 65,000	\$ 960,091	\$ -	\$ -	\$ 330,873
Water	E	\$ 1,620,000	\$ 2,061,985	\$ 62,000	\$ 55,053	\$ -	\$ -	\$ -
Sewer	E	\$ 2,280,000	\$ 2,114,687	\$ 55,000	\$ 283,813	\$ -	\$ -	\$ (435,038)
Sanitation	E	\$ 1,760,000	\$ 1,835,862	\$ 125	\$ 12,525	\$ -	\$ -	\$ (63,500)
Landfill	E	\$ 1,300,000	\$ 1,430,463		\$ 1,521	\$ -	\$ -	\$ (88,262)
Water Treatment Fund	E	\$ 1,701,000	\$ 2,090,315	\$ 30,500	\$ -	\$ -	\$ 41,772	\$ (131,984)
Water Treatment Reserve	E	\$ -	\$ -	\$ -	\$ -	\$ 41,772	\$ -	\$ (400,587)
Data Processing Internal	I	\$ 291,403	\$ 289,292	\$ -	\$ -	\$ -	\$ -	\$ 41,772
Public Works Internal	I	\$ 1,268,379	\$ 1,230,626	\$ -	\$ -	\$ -	\$ -	\$ 2,111
						\$ -	\$ -	\$ 37,753
<b>TOTAL</b>		<b>\$ 21,652,782</b>	<b>\$ 21,259,266</b>	<b>\$ 212,625</b>	<b>\$ 1,313,003</b>	<b>\$ 41,772</b>	<b>\$ 41,772</b>	<b>\$ (706,862)</b>

\* FUND TYPES: E - Enterprise  
I - Internal Service  
N - Nonexpendable Trust

\*\* Include Depreciation

	(1)	(2)	(3)	(4)
	ACTUAL PRIOR YEAR ENDING 06/30/2018	ESTIMATED CURRENT YEAR ENDING 06/30/2019	BUDGET YEAR  TENTATIVE APPROVED	ENDING 06/30/20  FINAL APPROVED
<b>REVENUES</b>				
Taxes:				
Ad Valorem	1,380,357	1,449,839	1,519,671	-
One Cent Option	33,823	34,000	34,000	-
Regional Streets and Highways	38,519	95,000	90,000	-
Enterprise Fund In Lieu of Taxes	1,035,423	1,051,149	1,086,234	-
Total Taxes	2,488,122	2,629,988	2,729,905	-
Licenses and Permits:				
Business Licenses and Permits:				
Business Licenses	265,468	267,000	267,000	-
Local Liquor Licenses	30,543	31,000	31,000	-
City Gaming Licenses	42,204	43,000	44,000	-
Franchise Taxes:		-		
Enterprise Fund: In Lieu of tax	957,855	968,305	1,000,762	-
Natural Gas	153,561	179,421	185,392	-
Cable Television	91,506	92,000	94,300	-
	1,541,137	1,580,726	1,622,454	-
Nonbusiness Licenses and Permits:				
Building Permits	86,070	95,000	110,000	-
Electric Permits	3,555	3,600	3,750	-
Misc Permits	1,545	1,600	1,700	-
Plumbing Permits	5,379	4,600	5,000	-
	96,549	104,800	120,450	-
Total Licenses and Permits	1,637,686	1,685,526	1,742,904	-
Intergovernmental Revenues:				
UWS- Police Grant	10,857	7,340	-	-
Narcotics Task Force	9,648	-	-	-
Emergency Management Assistance	28,083	28,100	28,100	-
CDBG Block Grants	24,485	2,500	-	-
Fema High Water Grant	5,004	-	-	-
Federal NDOT Grant	-	28,840	-	-
	-	-	-	-
Subtotal	78,077	66,780	28,100	-
State Shared Revenues:				
Motor Vehicle Tax (1.75)	41,637	42,500	42,500	-
Motor Vehicle Fuel Tax (3.60)	79,373	79,400	79,400	-
State Gaming Licenses	131,228	131,235	131,235	-
Consolidated Tax Distribution	1,900,065	1,860,555	1,951,975	-
AB104 Fair Share	289,283	256,001	275,000	-
Marijuana local distribution	11,789	11,465	11,465	-
State Grant - Hwy 95 EDA	152,244	150,000	150,000	-
Subtotal	2,605,619	2,531,156	2,641,575	-
Other Local Government Shared Rev.				
County Gaming Tax	105,442	106,000	106,000	-
Other Local Government Grants:				
Grant from Churchill County	43,765	79,706	118,765	-
Subtotal	43,765	79,706	118,765	-
Total Intergovernmental Revenues	2,832,903	2,783,642	2,894,440	-

City of Fallon

(Local Government)  
SCHEDULE B - GENERAL FUND

City of Fallon  
(Local Government)  
**SCHEDULE B - GENERAL FUND**





**City of Fallon**  
(Local Government)  
**SCHEDULE B - GENERAL FUND**

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**City of Fallon**  
(Local Government)  
**SCHEDULE B - GENERAL FUND**

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**City of Fallon**  
**(Local Government)**  
**SCHEDULE B - GENERAL FUND**

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City of Fallon  
(Local Government)  
**SCHEDULE B - GENERAL FUND**

**FUND** Convention and Tourism Fund

City of Fallon  
(Local Government)  
FUND Convention Center Fund



	(1)  ACTUAL PRIOR YEAR ENDING 06/30/2018	(2)  ESTIMATED CURRENT YEAR ENDING 06/30/2019	(3) BUDGET YEAR	(4) ENDING 06/30/20
			TENTATIVE APPROVED	FINAL APPROVED
<b>REVENUES</b>				
Miscellaneous:				
Interest	9	-		
Subtotal	9	-	-	-
<b>OTHER FINANCING SOURCES</b>				
Operating transfers In (Schedule T)				
BEGINNING FUND BALANCE	7,983	7,992	7,992	
Prior Period Adjustments				
Residual Equity Transfers				
TOTAL BEGINNING BALANCE	7,983	7,992	7,992	
TOTAL RESOURCES	7,992	7,992	7,992	
<b>EXPENDITURES</b>				
Public Works:				
Capitol Outlay	-	-	7,992	-
Subtotal	-	-	7,992	-
<b>OTHER USES</b>				
CONTINGENCY (not to exceed 3% of total expenditures)				
Operating Transfers Out (Schedule T)				
ENDING FUND BALANCE	7,992	7,992	-	
TOTAL COMMITMENTS AND FUND BALANCE	7,992	7,992	7,992	-

\_\_\_\_\_  
 City of Fallon  
 \_\_\_\_\_  
 (Local Government)  
 \_\_\_\_\_  
 FUND    Parking Lot Fund

	(1)	(2)	(3)	(4)
			BUDGET YEAR	ENDING 06/30/20
	ACTUAL PRIOR YEAR ENDING 06/30/2018	ESTIMATED CURRENT YEAR ENDING 06/30/2019	TENTATIVE APPROVED	FINAL APPROVED
<b>REVENUES</b>				
Charges for Services:				
Use fee	26,794	27,000	27,000	-
Miscellaneous:				
Interest	-	-	-	-
Subtotal	26,794	27,000	27,000	-
<b>OTHER FINANCING SOURCES</b>				
Operating transfers in (Schedule T)				
<b>BEGINNING FUND BALANCE</b>	-	-	-	
Prior Period Adjustments				
Residual Equity Transfers				
<b>TOTAL BEGINNING FUND BALANCE</b>	-	-	-	
<b>TOTAL RESOURCES</b>	26,794	27,000	27,000	-
<b>EXPENDITURES</b>				
Community Support:				
Services and Supplies	-	-	-	-
Capital Outlay	-	-	-	-
Subtotal	-	-	-	-
<b>OTHER USES</b>				
CONTINGENCY (not to exceed 3% of total expenditures)				
Operating Transfers Out (Schedule T)	-	-	-	-
Transfer to General	26,794	27,000	27,000	-
<b>ENDING FUND BALANCE</b>	-	-	-	-
<b>TOTAL COMMITMENTS AND FUND BALANCE</b>	26,794	27,000	27,000	-

\_\_\_\_\_  
 City of Fallon  
 \_\_\_\_\_  
 (Local Government)  
 \_\_\_\_\_  
 FUND Secured Freight Yard



City of Fallon  
(Local Government)

FUND Airport Fund

City of Fallon  
(Local Government)  
**SCHEDULE B - GENERAL FUND**  
FUND Airport Fund

	(1)	(2)	(3)	(4)
			BUDGET YEAR	ENDING 06/30/20
	ACTUAL PRIOR YEAR ENDING 06/30/2018	ESTIMATED CURRENT YEAR ENDING 06/30/2019	TENTATIVE APPROVED	FINAL APPROVED
<b><u>REVENUES</u></b>				
Miscellaneous:				
General Forfeitures	-	-	-	-
Interest Income	-	-		
Subtotal	-	-	-	-
<b><u>OTHER FINANCING SOURCES</u></b>				
Operating transfers In (Schedule T)	-			
BEGINNING FUND BALANCE	1,663	1,663	1,663	
Prior Period Adjustments				
Residual Equity Transfers				
<b>TOTAL BEGINNING FUND BALANCE</b>	<b>1,663</b>	<b>1,663</b>	<b>1,663</b>	
<b>TOTAL RESOURCES</b>	<b>1,663</b>	<b>1,663</b>	<b>1,663</b>	<b>-</b>
<b><u>EXPENDITURES</u></b>				
Public Safety:				
Capital Outlay	-	-	-	-
Subtotal	-	-	-	-
<b><u>OTHER USES</u></b>				
CONTINGENCY (not to exceed 3% of total expenditures)				
Operating Transfers Out (Schedule T)				
<b>ENDING FUND BALANCE</b>	<b>1,663</b>	<b>1,663</b>	<b>1,663</b>	<b>-</b>
<b>TOTAL COMMITMENTS AND FUND BALANCE</b>	<b>1,663</b>	<b>1,663</b>	<b>1,663</b>	<b>-</b>

City of Fallon  
(Local Government)  
FUND General and Drug Forfeiture Fund

	(1) ACTUAL PRIOR YEAR ENDING 06/30/2018	(2) ESTIMATED CURRENT YEAR ENDING 06/30/2019	(3) BUDGET YEAR	(4) ENDING 06/30/20
			TENTATIVE APPROVED	FINAL APPROVED
<b>REVENUES</b>				
Other Taxes:				
Residential Park Construction Fees	1,360	1,095	1,000	-
Miscellaneous:				
Interest	12	-		
Subtotal	-	-	-	-
	1,372	1,095	1,000	-
<b>OTHER FINANCING SOURCES</b>				
Operating transfers In (Schedule T)	-	-	-	-
<b>BEGINNING FUND BALANCE</b>	9,824	11,196	12,291	-
				-
Prior Period Adjustments				
Residual Equity Transfers				
<b>TOTAL BEGINNING FUND BALANCE</b>	9,824	11,196	12,291	
<b>TOTAL RESOURCES</b>	11,196	12,291	13,291	-
<b>EXPENDITURES</b>				
Culture and Recreation:				
Capital Outlay	-	-	13,291	-
Subtotal	-	-	13,291	-
<b>OTHER USES</b>				
CONTINGENCY (not to exceed 3% of total expenditures)				
Operating Transfers Out (Schedule T)				
<b>ENDING FUND BALANCE</b>	11,196	12,291	-	-
				-
<b>TOTAL COMMITMENTS AND FUND BALANCE</b>	11,196	12,291	13,291	-

City of Fallon  
(Local Government)  
 FUND Land Reserve and Park Acquisitions and Development Capital Projects Fund

	(1)	(2)	(3)	(4)
			BUDGET YEAR	ENDING 06/30/20
	ACTUAL PRIOR YEAR ENDING 06/30/2018	ESTIMATED CURRENT YEAR EN6ING 06/30/2019	TENTATIVE APPROVED	FINAL APPROVED
<b>REVENUES</b>				
Property Taxes	77,940	75,000	75,000	-
Miscellaneous:				
Interest	27	-	-	-
Subtotal	77,967	75,000	75,000	-
<b>OTHER FINANCING SOURCES</b>				
Operating transfers In (Schedule T)				
BEGINNING FUND BALANCE	4,763	5,332		
Prior Period Adjustments	-			
Residual Equity Transfers				
<b>TOTAL BEGINNING FUND BALANCE</b>	4,763	5,332		
<b>TOTAL RESOURCES</b>	82,730	80,332	75,000	
<b>EXPENDITURES</b>				
Public Safety				
Capitol Outlay	77,398	80,332	75,000	-
			-	-
Subtotal	77,398	80,332	75,000	-
<b>OTHER USES</b>				
CONTINGENCY (not to exceed 3% of total expenditures)				
Operating Transfers Out (Schedule T)				
<b>ENDING FUND BALANCE</b>	5,332	-	-	-
			-	-
<b>TOTAL COMMITMENTS AND FUND BALANCE</b>	82,730	80,332	75,000	

\_\_\_\_\_  
 City of Fallon  
 \_\_\_\_\_  
 (Local Government)  
 \_\_\_\_\_  
 FUND Special Ad Valorem Capital Projects Fund



	(1)	(2)	(3)	(4)
			BUDGET YEAR	ENDING 06/30/20
	ACTUAL PRIOR YEAR ENDING 06/30/2018	ESTIMATED CURRENT YEAR ENDING 06/30/2019	TENTATIVE APPROVED	FINAL APPROVED
<b>REVENUES</b>				
Miscellaneous:				
Interest	-	-	-	-
Subtotal	-	-	-	-
<b>OTHER FINANCING SOURCES</b>				
Operating transfers In (Schedule T)	-	-	-	-
Transfer from General Fund	5,460	-	-	-
BEGINNING FUND BALANCE	(766)	3,103	2,103	
Prior Period Adjustments				
Residual Equity Transfers				
<b>TOTAL BEGINNING FUND BALANCE</b>	<b>(766)</b>	<b>3,103</b>	<b>2,103</b>	
<b>TOTAL RESOURCES</b>	<b>4,694</b>	<b>3,103</b>	<b>2,103</b>	<b>-</b>
<b>EXPENDITURES</b>				
General Government:				
Benefit Payments	-	-	-	-
Services and Supplies	1,591	1,000	2,000	-
Subtotal	1,591	1,000	2,000	-
<b>OTHER USES</b>				
CONTINGENCY (not to exceed 3% of total expenditures)				
Operating Transfers Out (Schedule T)				
<b>ENDING FUND BALANCE</b>	<b>3,103</b>	<b>2,103</b>	<b>103</b>	
<b>TOTAL COMMITMENTS AND FUND BALANCE</b>	<b>4,694</b>	<b>3,103</b>	<b>2,103</b>	

\_\_\_\_\_  
 City of Fallon  
 (Local Government)  
 \_\_\_\_\_  
 FUND Unemployment Compensation Fund

	(1) ACTUAL PRIOR YEAR ENDING 06/30/2018	(2) ESTIMATED CURRENT YEAR ENDING 06/30/2019	(3) BUDGET YEAR	(4) ENDING 06/30/20
			TENTATIVE APPROVED	FINAL APPROVED
<b>REVENUES</b>				
Miscellaneous:				
Interest	-	-	-	-
Subtotal	-	-	-	-
<b>OTHER FINANCING SOURCES</b>				
Operating transfers In (Schedule T)	-		-	-
<b>BEGINNING FUND BALANCE</b>	25	25	25	-
Prior Period Adjustments				
Residual Equity Transfers				
<b>TOTAL BEGINNING FUND BALANCE</b>	25	25	25	
<b>TOTAL RESOURCES</b>	25	25	25	-
<b>EXPENDITURES</b>				
General Government:				
Benefit Payments	-	-	-	-
Subtotal	-	-	-	-
<b>OTHER USES</b>				
CONTINGENCY (not to exceed 3% of total expenditures)				
Operating Transfers Out (Schedule T)	-	-		
<b>ENDING FUND BALANCE</b>	25	25	25	
<b>TOTAL COMMITMENTS AND FUND BALANCE</b>	25	25	25	

\_\_\_\_\_  
 City of Fallon  
 (Local Government)  
 \_\_\_\_\_  
 FUND Compensated Absence Fund  
 \_\_\_\_\_

	(1) ACTUAL PRIOR YEAR ENDING 06/30/2018	(2) ESTIMATED CURRENT YEAR ENDING 06/30/2019	(3) BUDGET YEAR	(4) ENDING 06/30/20
			TENTATIVE APPROVED	FINAL APPROVED
<b>REVENUES</b>				
Miscellaneous:				
Interest	-	-	-	-
Subtotal	-	-	-	-
<b>OTHER FINANCING SOURCES</b>				
Operating transfers In (Schedule T)	-	-	-	-
				-
<b>BEGINNING FUND BALANCE</b>	161	161	161	-
Prior Period Adjustments				
Residual Equity Transfers				
<b>TOTAL BEGINNING FUND BALANCE</b>	161	161	161	
<b>TOTAL RESOURCES</b>	161	161	161	-
<b>EXPENDITURES</b>				
Public Safety:				
Capital Outlay	-	-	-	-
Subtotal	-	-	-	-
<b>OTHER USES</b>				
CONTINGENCY (not to exceed 3% of total expenditures)				
Operating Transfers Out (Schedule T)	-	-		
<b>ENDING FUND BALANCE</b>	161	161	161	
<b>TOTAL COMMITMENTS AND FUND BALANCE</b>	161	161	161	

\_\_\_\_\_  
 City of Fallon  
 \_\_\_\_\_  
 (Local Government)  
 \_\_\_\_\_  
 FUND Fire Truck Reserve

	(1)	(2)	(3)	(4)
			BUDGET YEAR	ENDING 06/30/20
<b>REVENUES</b>	ACTUAL PRIOR YEAR ENDING 06/30/2018	ESTIMATED CURRENT YEAR ENDING 06/30/2019	TENTATIVE APPROVED	FINAL APPROVED
Miscellaneous:				
Interest Income	24	-		
Donations	19,834	10,000	15,000	-
Subtotal	19,858	10,000	15,000	-
<b>OTHER FINANCING SOURCES</b>				
Operating transfers In (Schedule T)				
BEGINNING FUND BALANCE	20,856	22,121	22,121	
Prior Period Adjustments				
Residual Equity Transfers				
<b>TOTAL BEGINNING FUND BALANCE</b>	20,856	22,121	22,121	
<b>TOTAL RESOURCES</b>	40,714	32,121	37,121	
<b>EXPENDITURES</b>				
General Government:				
Services and Supplies	18,593	10,000	20,000	-
Subtotal	18,593	10,000	20,000	-
<b>OTHER USES</b>				
CONTINGENCY (not to exceed 3% of total expenditures)				
Operating Transfers Out (Schedule T)				
<b>ENDING FUND BALANCE</b>	22,121	22,121	17,121	-
<b>TOTAL COMMITMENTS AND FUND BALANCE</b>	40,714	32,121	37,121	-

\_\_\_\_\_  
 City of Fallon  
 (Local Government)  
 \_\_\_\_\_  
 FUND Mayor's Youth Fund

	(1)	(2)	(3)	(4)
			BUDGET YEAR	ENDING 06/30/20
RESOURCES	ACTUAL PRIOR YEAR ENDING 06/30/2018	ESTIMATED CURRENT YEAR ENDING 06/30/2019	TENTATIVE APPROVED	FINAL APPROVED
<u>REVENUES</u>				
Miscellaneous:				
Interest Income	-			
Donations	-	-		
Subtotal	-	-		
<u>OTHER FINANCING SOURCES</u>				
Operating transfers In (Schedule T)				
BEGINNING FUND BALANCE	1,998	1,998	1,998	
Prior Period Adjustments				
Residual Equity Transfers				
TOTAL BEGINNING FUND BALANCE	1,998	1,998	1,998	
TOTAL RESOURCES	1,998	1,998	1,998	
<u>EXPENDITURES</u>				
General Government:				
Services and Supplies	-	-	-	-
Subtotal	-	-	-	-
<u>OTHER USES</u>				
CONTINGENCY (not to exceed 3% of total expenditures)				
Operating Transfers Out (Schedule T)				
ENDING FUND BALANCE	1,998	1,998	1,998	
	-		-	-
	-	-	-	-
TOTAL COMMITMENTS AND FUND BALANCE	1,998	1,998	1,998	-

City of Fallon  
(Local Government)  
 FUND Mayor's Century Fund



	(1) ACTUAL PRIOR YEAR ENDING 06/30/2018	(2) ESTIMATED CURRENT YEAR ENDING 06/30/2019	(3) BUDGET YEAR		(4) ENDING 06/30/20
			TENTATIVE APPROVED		
<b>REVENUES</b>					
Miscellaneous:	-	-	-		-
Interest	24	25	25		-
Subtotal	24	25	25		-
<b>OTHER FINANCING SOURCES</b>					
Operating transfers In (Schedule T)					
<b>BEGINNING FUND BALANCE</b>	7,901	7,925	7,950		
Prior Period Adjustments					
Residual Equity Transfers					
<b>TOTAL BEGINNING FUND BALANCE</b>	7,901	7,925	7,950		
<b>TOTAL RESOURCES</b>	7,925	7,950	7,975		
<b>EXPENDITURES</b>					
Public Safety:					
Capitol Outlay	-	-	-		-
Subtotal	-	-	-		-
<b>OTHER USES</b>					
CONTINGENCY (not to exceed 3% of total expenditures)					
Operating Transfers Out (Schedule T)					
<b>ENDING FUND BALANCE</b>	7,925	7,950	7,975		
					-
<b>TOTAL COMMITMENTS AND FUND BALANCE</b>	7,925	7,950	7,975		-

\_\_\_\_\_  
 City of Fallon  
 \_\_\_\_\_  
 (Local Government)  
 \_\_\_\_\_  
 FUND Martin Vusich Centennial Permanent Fund

**City of Fallon**  
**(Local Government)**  
**SCHEDULE C - DEBT SERVICE FUND**

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EXPENDITURES AND RESERVES	(1)	(2)	(3)	(4)
	ACTUAL PRIOR YEAR ENDING 06/30/2018	ESTIMATED CURRENT YEAR ENDING 06/30/2019	BUDGET YEAR  TENTATIVE APPROVED	ENDING 06/30/20  FINAL APPROVED
Type:				
Principal	-	-	-	-
Interest	-	-	-	-
Fiscal Agent Charges				
Reserves - increase or (decrease)				
Other (Specify)				
Subtotal				
TOTAL RESERVED (MEMO ONLY)	-	-	-	-
Type: Bank of America 2006				
Principal	-	-	-	-
Interest	-	-	-	-
Fiscal Agent Charges				
Reserves - increase or (decrease)				
Other (Specify)				
Subtotal				
TOTAL RESERVED (MEMO ONLY)	-	-	-	-
Type: Inter Fund Loan - Water Fund 2015				
Principal	-	-	-	-
Interest	772	618	463	-
Fiscal Agent Charges				
Reserves - increase or (decrease)				
Other (Specify)				
Subtotal				
TOTAL RESERVED (MEMO ONLY)	772	618	463	-
Type: Medium Term: Kansas State Bank				
Principal	46,854	49,813	52,960	-
Interest	15,015	12,056	8,910	-
Fiscal Agent Charges		-		
Reserves - increase or (decrease)				
Other (Specify)				
Subtotal				
TOTAL RESERVED (MEMO ONLY)	61,869	61,869	61,870	-
ENDING FUND BALANCE				
Reserved				
Unreserved	-	-	-	-
TOTAL ENDING FUND BALANCE	-	-	-	-
TOTAL COMMITMENTS AND FUND BALANCE	62,641	62,487	62,333	-

City of Fallon  
(Local Government)  
SCHEDULE C - DEBT SERVICE FUND

THE ABOVE DEBT IS REPAYED BY OPERATING RESOURCES

PROPRIETARY FUND	(1)	(2)	(3)	(4)
	ACTUAL PRIOR YEAR ENDING 06/30/2018	ESTIMATED CURRENT YEAR ENDING 06/30/2019	BUDGET YEAR  TENTATIVE APPROVED	ENDING 06/30/20  FINAL APPROVED
OPERATING REVENUES				
Electric Sales and Other Charges	11,404,619	11,431,943	11,432,000	-
Miscellaneous	49,436	6,000	-	-
Operating grant	7,775	-	-	-
Total Operating Revenue	11,461,830	11,437,943	11,432,000	-
OPERATING EXPENSE				
Salaries and Wages	426,779	508,748	564,721	-
Employee Benefits	191,706	219,597	224,860	-
Services and Supplies	930,722	1,063,501	1,037,317	-
Electric Energy Purchased	5,166,662	5,283,377	5,300,000	-
Data Processing Use Fee	80,000	72,800	119,800	-
Public Works Director Use Fee	328,000	418,056	507,352	-
In Lieu of tax & fees to General Fund	788,339	785,178	822,971	-
General Fund administrative Support	1,051,828	1,149,579	1,129,015	-
Depreciation/Amortization	463,396	470,000	500,000	-
	-	-	-	-
Total Operating Expense	9,427,432	9,970,836	10,206,036	-
Operating Income or (Loss)	2,034,398	1,467,107	1,225,964	-
NONOPERATING REVENUES				
Interest Earned	82,964	201,551	50,000	-
Property Taxes			-	-
Capital Contributions	10,985	17,403	15,000	-
Sales of Business Park Lots		-		
Total Nonoperating Revenues	93,949	218,954	65,000	-
NONOPERATING EXPENSES				
Interest Expense	128,200	183,689	190,091	-
Bond Issuance Costs	75,846	-		
Economic Development	313,312	168,107	170,000	-
Quality of Life Promotion	478,657	607,463	600,000	-
Total Nonoperating Expenses	996,015	959,259	960,091	-
Net Income before Operating Transfers	1,132,332	726,802	330,873	-
Operating Transfers (Schedule T)				
In	-	-	-	-
Out	-	-	-	-
Net Operating Transfers	-	-	-	-
CHANGE IN NET POSITION	1,132,332	726,802	330,873	-

City of Fallon  
(Local Government)

SCHEDULE F -1 REVENUES, EXPENSES AND NET POSITION

FUND Electric Fund

PROPRIETARY FUND	(1)	(2)	(3)	(4)
	ACTUAL PRIOR YEAR ENDING 06/30/2018	ESTIMATED CURRENT YEAR ENDING 06/30/2019	BUDGET YEAR  TENTATIVE APPROVED	ENDING 06/30/20  FINAL APPROVED
<b>A. CASH FLOWS FROM OPERATING ACTIVITIES:</b>				
Cash Received from Customers	11,099,706	11,437,943	11,432,000	-
Payments to other funds for services	(1,783,586)	(2,425,613)	(2,579,138)	-
Cash payments to suppliers	(6,620,873)	(6,566,475)	(6,562,177)	-
Cash payments to employees for services	(426,806)	(508,748)	(564,721)	-
Cash Payments for Economic Development	(313,312)	(168,107)	(170,000)	-
Cash payments Quality of Life Promotion	(478,657)	(607,463)	(600,000)	-
	-	-	-	-
a. Net cash provided by (or used for) operating activities	1,476,472	1,161,537	955,964	-
<b>B. CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:</b>				
	-	-	-	-
	-	-	-	-
Payment Interfund Loan to Water Fund	(11,919)	(11,919)	(11,919)	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
b. Net cash provided by (or used for) noncapital financing activities	(11,919)	(11,919)	(11,919)	-
<b>C. CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:</b>				
Purchase of Prop Plant & Equipment	(409,102)	(2,022,246)	(12,067,800)	-
Proceeds from issuing debt	6,333,000	-	-	-
Proceeds from proposed MTF	-	-	327,000	-
Connection Fees	10,985	17,403	15,000	-
Interest Paid on proposed mtf	-	-	(13,080)	-
Interest paid interfund loan	-	(954)	(715)	-
Interest Paid on Revenue Bond	-	(169,655)	(163,296)	-
Interest Paid	(99,623)	-	-	-
Principal Paid on Proposed MTF	-	-	(32,700)	-
Principal Paid on Revenue Bond	-	(99,000)	(372,000)	-
Closing Costs on Bond	(75,846)	-	-	-
Interest paid customer deposits	-	(13,080)	(13,000)	-
Grant funding received in advance	3,247,500	-	3,500,000	-
c. Net cash provided by or (used for) capital and related financing activities	9,006,914	(2,287,532)	(8,820,591)	-
<b>D. CASH FLOWS FROM INVESTING ACTIVITIES</b>				
Interest	82,964	201,551	50,000	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
d. Net cash provided by or (used for) investing	82,964	201,551	50,000	-
<b>NET INCREASE (DECREASE) in cash and cash equivalents (a+b+c+d)</b>	10,554,431	(936,363)	(7,826,546)	-
<b>CASH AND CASH EQUIVALENTS AT JULY 1, 20xx</b>	1,580,792	12,135,223	11,198,860	-
<b>CASH AND CASH EQUIVALENTS AT JUNE 30, 20xx</b>	12,135,223	11,198,860	3,372,314	-

City of Fallon  
(Local Government)

SCHEDULE F-2 STATEMENT OF CASH FLOWS

FUND Electrical

PROPRIETARY FUND	(1)	(2)	(3)	(4)
	ACTUAL PRIOR YEAR ENDING 06/30/2018	ESTIMATED CURRENT YEAR ENDING 06/30/2019	BUDGET YEAR TENTATIVE APPROVED	ENDING 06/30/20 FINAL APPROVED
OPERATING REVENUES				
Water Sales	1,603,782	1,585,152	1,600,000	-
Operating Grant	131,694	18,104	20,000	-
			-	-
			-	-
			-	-
			-	-
			-	-
			-	-
Total Operating Revenue	1,735,476	1,603,256	1,620,000	-
OPERATING EXPENSE				
Salary	498,271	448,350	494,750	-
Employee Benefit	175,178	188,897	192,404	-
Service and Supply	408,578	296,100	316,180	-
Data Processing Use Fee	40,000	36,400	59,900	-
Public Works Dir Use Fee	164,000	209,028	253,676	-
In Lieu of tax & fees to General Fund	245,043	247,852	253,649	-
General Fund Admin. Support	122,502	132,841	166,426	-
			-	-
Depreciation/Amortization	299,361	315,000	325,000	-
Total Operating Expense	1,952,933	1,874,468	2,061,985	-
Operating Income or (Loss)	(217,457)	(271,212)	(441,985)	-
NONOPERATING REVENUES				
Interest Earned	8,235	11,854	12,000	-
Property Taxes			-	-
Subsidies			-	-
Connections Fees	68,129	80,081	50,000	-
Grant Revenue	-	-	-	-
Capital Contributions	-	-	-	-
			-	-
			-	-
Total Nonoperating Revenues	76,364	91,935	62,000	-
NONOPERATING EXPENSES				
Interest Expense	40,662	38,429	55,053	-
Bond Issuance Costs	-	-	-	-
			-	-
Total Nonoperating Expenses	40,662	38,429	55,053	-
Net Income before Operating Transfers	(181,755)	(217,706)	(435,038)	-
Operating Transfers (Schedule T)				
In	-	-	-	-
Out	-	-	-	-
Net Operating Transfers	-	-	-	-
CHANGE IN NET POSITION	(181,755)	(217,706)	(435,038)	-

City of Fallon  
(Local Government)

SCHEDULE F -1 REVENUES, EXPENSES AND NET INCOME

FUND Water Fund



PROPRIETARY FUND	(1)	(2)	(3)	(4)
	ACTUAL PRIOR YEAR ENDING 06/30/2018	ESTIMATED CURRENT YEAR ENDING 06/30/2019	BUDGET YEAR  TENTATIVE APPROVED	ENDING 06/30/20  FINAL APPROVED
<b>A. CASH FLOWS FROM OPERATING ACTIVITIES:</b>				
Cash received from customers	1,648,388	1,603,256	1,620,000	-
Cash payments to suppliers	(805,364)	(484,997)	(508,584)	-
Cash payments to other funds	(367,545)	(626,121)	(733,651)	-
Cash payment to employees	(483,825)	(448,350)	(494,750)	-
Cash from other funds for services	131,694	-	-	-
		-	-	-
		-	-	-
		-	-	-
a. Net cash provided by (or used for) operating activities	123,348	43,788	(116,985)	-
<b>B. CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:</b>				
	-	-	-	-
	-	-	-	-
	-	-	-	-
Receipts from Interfund borrowing	78,046	78,046	78,046	-
		-	-	-
		-	-	-
		-	-	-
b. Net cash provided by (or used for) noncapital financing activities	78,046	78,046	78,046	-
<b>C. CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:</b>				
Purchase of Prop Plant & Equip	(173,085)	(125,989)	(450,000)	-
Contributed Capital	68,129	80,081	50,000	-
Interest Paid	(42,806)	(38,429)	(34,013)	-
Proceeds from Proposed MTF	-	-	526,000	-
Principal on debt	(192,249)	(196,849)	(254,156)	-
Interest paid on proposed MTF	-	-	(21,040)	-
		-	-	-
c. Net cash provided by or (used for) capital and related financing activities	(340,011)	(281,186)	(183,209)	-
<b>D. CASH FLOWS FROM INVESTING ACTIVITIES</b>				
Interest income	8,235	11,854	12,000	-
Advances to other funds	-	-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
d. Net cash provided by or (used for) in investing	8,235	11,854	12,000	-
<b>NET INCREASE (DECREASE) in cash and cash equivalents (a+b+c+d)</b>	(130,382)	(147,498)	(210,148)	-
<b>CASH AND CASH EQUIVALENTS AT JULY 1, 20xx</b>	533,500	403,118	255,620	
<b>CASH AND CASH EQUIVALENTS AT JUNE 30, 20xx</b>	403,118	255,620	45,472	

City of Fallon  
(Local Government)

SCHEDULE F-2 STATEMENT OF CASH FLOWS

FUND Water Fund

PROPRIETARY FUND	(1)	(2)	(3)	(4)
	ACTUAL PRIOR YEAR ENDING 06/30/2018	ESTIMATED CURRENT YEAR ENDING 06/30/2019	BUDGET YEAR  TENTATIVE APPROVED	ENDING 06/30/20  FINAL APPROVED
OPERATING REVENUES				
Sewer Service Fees	2,245,391	2,275,181	2,280,000	-
Miscellaneous	-	-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
Total Operating Revenue	2,245,391	2,275,181	2,280,000	-
OPERATING EXPENSE				
Salary and Wage	168,409	145,670	181,000	-
Employee Benefit	51,212	45,514	46,329	-
Service and Supply	572,635	552,429	563,447	-
Data Processing	14,000	12,740	20,965	-
Public Works Use Fee	57,400	73,160	88,787	-
In Lieu of tax & fees to General Fund	420,996	425,401	434,981	-
General Fund Admin Support	185,865	131,828	154,178	-
		-	-	-
Depreciation/Amortization	607,574	610,000	625,000	-
Total Operating Expense	2,078,091	1,996,742	2,114,687	-
Operating Income or (Loss)	167,300	278,439	165,313	-
NONOPERATING REVENUES				
Interest Earned	29,054	25,002	5,000	-
Insurance reimbursement	39,354	-	-	-
Subsidies		-	-	-
Connection fees	-	-	-	-
Capital Contributions	51,000	63,000	50,000	-
		-	-	-
		-	-	-
		-	-	-
Total Nonoperating Revenues	119,408	88,002	55,000	-
NONOPERATING EXPENSES				
Interest Expense	281,922	274,163	283,813	-
Bond Issuance Costs	-	-	-	-
Bond Premium Amortization		-	-	-
		-	-	-
Total Nonoperating Expenses	281,922	274,163	283,813	-
Net Income before Operating Transfers	4,786	92,278	(63,500)	-
Operating Transfers (Schedule T)				
In	-	-	-	-
Out	-	-	-	-
Net Operating Transfers	-	-	-	-
CHANGE IN NET POSITION	4,786	92,278	(63,500)	-

City of Fallon  
(Local Government)

SCHEDULE F -1 REVENUES, EXPENSES AND NET INCOME

FUND Sewer Fund

PROPRIETARY FUND	(1)	(2)	(3)	(4)
	ACTUAL PRIOR YEAR ENDING 06/30/2018	ESTIMATED CURRENT YEAR ENDING 06/30/2019	BUDGET YEAR  TENTATIVE APPROVED	ENDING 06/30/20  FINAL APPROVED
<b>A. CASH FLOWS FROM OPERATING ACTIVITIES:</b>				
Cash received from customers	2,314,543	2,275,181	2,280,000	-
Cash payments to suppliers	(750,944)	(597,943)	(609,776)	-
Cash payments to employees	(179,589)	(145,670)	(181,000)	-
Cash payments to other funds	(606,861)	(643,129)	(698,911)	-
			-	-
			-	-
			-	-
			-	-
a. Net cash provided by (used for) operating activities	777,149	888,439	790,313	-
<b>B. CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:</b>				
			-	-
			-	-
Payment on interfund borrowing	(66,000)	(66,000)	(66,000)	-
Payment on interfund loan to General	-	-	-	-
Payment on interfund loan to Treatment	-	-	-	-
Payment on interfund loan to General	-	-	-	-
			-	-
			-	-
b. Net cash provided by (used for) noncapital financing activities	(66,000)	(66,000)	(66,000)	-
<b>C. CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:</b>				
			-	-
Purchase Prop Plant & Equipment	(554,165)	(1,512,527)	(835,000)	-
Principle on Proposed MTF	-	-	585,000	-
Prin Payments on Proposed MTF	-	-	(58,500)	-
Insurance reimbursement	39,354	-	-	-
Interest Paid	(287,415)	(274,163)	(260,413)	-
Connections Fees	51,000	63,000	50,000	-
Principal payment	(265,000)	(275,000)	(290,000)	-
Interest Payments on Proposed MTF	-	-	(23,400)	-
c. Net cash (used for) provided by capital and related financing activities	(1,016,226)	(1,998,690)	(832,313)	-
<b>D. CASH FLOWS FROM INVESTING ACTIVITIES</b>				
			-	-
Interest Income	29,054	25,002	5,000	-
Collection on Loans	-	-	-	-
			-	-
			-	-
			-	-
			-	-
d. Net cash provided by (used for) investing	29,054	25,002	5,000	-
<b>NET INCREASE (DECREASE) in cash and cash equivalents (a+b+c+d)</b>	(276,023)	(1,151,249)	(103,000)	-
<b>CASH AND CASH EQUIVALENTS AT JULY 1, 20xx</b>	2,558,875	2,282,852	1,131,603	
<b>CASH AND CASH EQUIVALENTS AT JUNE 30, 20xx</b>	2,282,852	1,131,603	1,028,603	

City of Fallon  
(Local Government)

SCHEDULE F-2 STATEMENT OF CASH FLOWS

FUND Sewer Fund

PROPRIETARY FUND	(1)	(2)	(3)	(4)
	ACTUAL PRIOR YEAR ENDING 06/30/2018	ESTIMATED CURRENT YEAR ENDING 06/30/2019	BUDGET YEAR  TENTATIVE APPROVED	ENDING 06/30/20  FINAL APPROVED
OPERATING REVENUES				
Sanitation Service Fees	1,702,518	1,752,072	1,760,000	-
Miscellaneous	-	-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
Total Operating Revenue	1,702,518	1,752,072	1,760,000	-
OPERATING EXPENSE				
Salary	368,186	367,413	391,303	-
Employee Benefit	235,324	237,350	239,135	-
Service and Supply	663,347	642,915	625,185	-
General Fund Admin. Support	135,175	181,019	197,339	-
In Lieu of tax & fees to General Fund	102,319	115,612	118,148	-
Data Processing Use Fee	14,000	12,740	20,965	-
Public Works Use Fee	57,400	73,160	88,787	-
		-	-	-
Depreciation/Amortization	155,300	155,000	155,000	-
Total Operating Expense	1,731,051	1,785,209	1,835,862	-
Operating Income or (Loss)	(28,533)	(33,137)	(75,862)	-
NONOPERATING REVENUES				
Interest Earned	260	125	125	-
Property Taxes		-	-	-
Subsidies		-	-	-
Consolidated Tax		-	-	-
Capital Contributions	-	-	-	-
		-	-	-
		-	-	-
		-	-	-
Total Nonoperating Revenues	260	125	125	-
NONOPERATING EXPENSES				
Interest Expense	17,589	15,512	12,525	-
		-	-	-
		-	-	-
Total Nonoperating Expenses	17,589	15,512	12,525	-
Net Income before Operating Transfers	(45,862)	(48,524)	(88,262)	-
Operating Transfers (Schedule T)				
In	-	-	-	-
Out	-	-	-	-
Net Operating Transfers	-	-	-	-
CHANGE IN NET POSITION	(45,862)	(48,524)	(88,262)	-

City of Fallon  
(Local Government)

SCHEDULE F -1 REVENUES, EXPENSES AND NET INCOME

FUND Sanitation Fund

PROPRIETARY FUND	(1)	(2)	(3)	(4)
	ACTUAL PRIOR YEAR ENDING 06/30/2018	ESTIMATED CURRENT YEAR ENDING 06/30/2019	BUDGET YEAR  TENTATIVE APPROVED	ENDING 06/30/20  FINAL APPROVED
<b>A. CASH FLOWS FROM OPERATING ACTIVITIES:</b>				
Cash from customers	1,762,526	1,752,072	1,760,000	-
Cash payments to suppliers	(966,396)	(880,265)	(864,320)	-
Cash payments to employees	(369,004)	(367,413)	(391,303)	-
Cash payments to other funds	(237,494)	(382,531)	(425,239)	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
a. Net cash provided by (used for) operating activities	189,632	121,863	79,138	-
<b>B. CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:</b>				
	-	-	-	-
	-	-	-	-
Payments on interfund borrowings	(48,679)	(48,679)	(48,679)	-
Payment on interfund loan water	-	-	-	-
Payment s on interfund loan to General	-	-	-	-
	-	-	-	-
	-	-	-	-
b. Net cash provided by (used for) noncapital financing activities	(48,679)	(48,679)	(48,679)	-
<b>C. CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:</b>				
Purchase Prop Plant & Equipment	(42,518)	-	-	-
Proceeds from issuing debt	-	-	-	-
Principal payments on debt	(78,589)	(80,943)	(83,172)	-
Interest paid on debt	(18,418)	(15,512)	(12,525)	-
	-	-	-	-
Interest paid on interfund loans	-	-	-	-
c. Net cash provided by (used for) capital and related financing activities	(139,525)	(96,455)	(95,697)	-
<b>D. CASH FLOWS FROM INVESTING ACTIVITIES</b>				
Interest Income	260	125	125	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
d. Net cash provided by (used for) investing activities	260	125	125	-
NET INCREASE (DECREASE) in cash and cash equivalents (a+b+c+d)	1,688	(23,146)	(65,113)	-
CASH AND CASH EQUIVALENTS AT JULY 1, 20xx	161,623	163,311	140,165	-
CASH AND CASH EQUIVALENTS AT JUNE 30, 20xx	163,311	140,165	75,052	-

City of Fallon  
(Local Government)

SCHEDULE F-2 STATEMENT OF CASH FLOWS

FUND Sanitation Fund

	(1)  ACTUAL PRIOR YEAR ENDING 06/30/2018	(2)  ESTIMATED CURRENT YEAR ENDING 06/30/2019	(3) BUDGET YEAR	(4) ENDING 06/30/20
			TENTATIVE APPROVED	FINAL APPROVED
<b>PROPRIETARY FUND</b>				
<b>OPERATING REVENUES</b>				
Landfill Fees	1,257,889	1,258,000	1,300,000	-
Miscellaneous	35,736	-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
Total Operating Revenue	1,293,625	1,258,000	1,300,000	-
<b>OPERATING EXPENSE</b>				
Salary	213,959	201,046	212,460	-
Employee Benefit	129,861	120,357	137,697	-
Service and Supply	1,439,751	428,716	595,929	-
Gen. Fund administrative support	67,587	86,830	151,261	-
In lieu of taxes and franchise fees	94,688	102,381	111,043	-
Data Processing Use Fee	12,000	10,920	17,970	-
Public Works Use Fee	49,200	62,709	76,103	-
	-	-	-	-
		-	-	-
		-	-	-
Depreciation/Amortization	127,224	128,000	128,000	-
Total Operating Expense	2,134,270	1,140,959	1,430,463	-
Operating Income or (Loss)	(840,645)	117,041	(130,463)	-
<b>NONOPERATING REVENUES</b>				
Interest Earned	247	-	-	-
Property Taxes	-	-	-	-
Subsidies		-	-	-
Consolidated Tax		-	-	-
Capital contributions	-	-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
Total Nonoperating Revenues	247	-	-	-
<b>NONOPERATING EXPENSES</b>				
Interest Expense	10,625	6,147	1,521	-
		-	-	-
		-	-	-
		-	-	-
Total Nonoperating Expenses	10,625	6,147	1,521	-
Net Income before Operating Transfers	(851,023)	110,894	(131,984)	-
Operating Transfers (Schedule T)				
In		-	-	-
Out	-	-	-	-
Net Operating Transfers	-	-	-	-
<b>CHANGE IN NET POSITION</b>	<b>(851,023)</b>	<b>110,894</b>	<b>(131,984)</b>	<b>-</b>

City of Fallon  
(Local Government)

SCHEDULE F -1 REVENUES, EXPENSES AND NET INCOME

FUND Landfill Fund

PROPRIETARY FUND	(1)	(2)	(3)	(4)
	ACTUAL PRIOR YEAR ENDING 06/30/2018	ESTIMATED CURRENT YEAR ENDING 06/30/2019	BUDGET YEAR  TENTATIVE APPROVED	ENDING 06/30/20  FINAL APPROVED
<b>A. CASH FLOWS FROM OPERATING ACTIVITIES:</b>				
Cash payments from customers	1,232,061	1,258,000	1,300,000	-
Cash payments to suppliers	(211,799)	(549,073)	(733,626)	-
Cash payments to employees	(604,627)	(201,046)	(212,460)	-
Cash payments to other funds	(162,275)	(262,840)	(356,377)	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
a. Net cash provided by (used for) operating activities	253,360	245,041	(2,463)	-
<b>B. CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:</b>		-	-	-
	-	-	-	-
Interfund Loans payments to Gen Fund	(13,474)	(13,474)	(13,474)	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
b. Net cash provided by (used for) noncapital financing activities	(13,474)	(13,474)	(13,474)	-
<b>C. CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:</b>		-	-	-
Payment on debt	(80,119)	(84,597)	(66,557)	-
Interest Paid	(10,625)	(6,147)	(1,521)	-
Purchase of Prop Plant Equipment	(222,674)	-	-	-
		-	-	-
		-	-	-
c. Net cash provided by (used for) capital and related financing activities	(313,418)	(90,744)	(68,078)	-
<b>D. CASH FLOWS FROM INVESTING ACTIVITIES</b>		-	-	-
Interest Income	247	-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
d. Net cash provided by (used for) investing activities	247	-	-	-
<b>NET INCREASE (DECREASE) in cash and cash equivalents (a+b+c+d)</b>	(73,285)	140,823	(84,015)	-
<b>CASH AND CASH EQUIVALENTS AT JULY 1, 20xx</b>	385,969	312,684	453,507	-
<b>CASH AND CASH EQUIVALENTS AT JUNE 30, 20xx</b>	312,684	453,507	369,492	-

City of Fallon  
(Local Government)

SCHEDULE F-2 STATEMENT OF CASH FLOWS

FUND Landfill Fund



PROPRIETARY FUND	(1)	(2)	(3)	(4)
	ACTUAL PRIOR YEAR ENDING 06/30/2018	ESTIMATED CURRENT YEAR ENDING 06/30/2019	BUDGET YEAR  TENTATIVE APPROVED	ENDING 06/30/20  FINAL APPROVED
OPERATING REVENUES				
Use Fees	1,673,309	1,694,385	1,701,000	-
Total Operating Revenue	1,673,309	1,694,385	1,701,000	-
OPERATING EXPENSE				
Salary	254,170	212,243	239,941	-
Employee Benefit	73,833	84,170	89,907	-
Service and Supply	484,318	561,775	582,771	-
	-	-	-	-
Data Processing Use Fee	40,000	31,481	51,805	-
Public Works Use Fee	164,000	209,028	253,676	-
General Fund Admin. Support	128,726	122,713	146,012	-
In Lieu of tax & fees to General F	341,894	343,207	346,203	-
		-	-	-
Depreciation/Amortization	374,599	380,000	380,000	-
Total Operating Expense	1,859,540	1,944,617	2,090,315	-
Operating Income or (Loss)	(186,231)	(250,232)	(389,315)	-
NONOPERATING REVENUES				
Interest Eamed	769	500	500	-
Property Taxes		-	-	-
Subsidies		-	-	-
Consolidated Tax		-	-	-
Connection Fees	-	-	-	-
Capital Contributions	25,866	33,366	30,000	-
		-	-	-
		-	-	-
		-	-	-
Total Nonoperating Revenues	26,635	33,866	30,500	-
NONOPERATING EXPENSES				
Interest Expense	-	-	-	-
	-	-	-	-
		-	-	-
		-	-	-
Total Nonoperating Expenses	-	-	-	-
Net Income before Operating Transfers	(159,596)	(216,366)	(358,815)	-
Operating Transfers (Schedule T)				
In	-	-	-	-
Out	(41,772)	(41,772)	(41,772)	
Net Operating Transfers	(41,772)	(41,772)	(41,772)	
CHANGE IN NET POSITION	(201,368)	(258,138)	(400,587)	-

City of Fallon  
(Local Government)

SCHEDULE F - 1 REVENUES, EXPENSES AND NET INCOME

FUND Water Treatment Fund

PROPRIETARY FUND	(1)	(2)	(3)	(4)
	ACTUAL PRIOR YEAR ENDING 06/30/2018	ESTIMATED CURRENT YEAR ENDING 06/30/2019	BUDGET YEAR  TENTATIVE APPROVED	ENDING 06/30/20  FINAL APPROVED
<b>A. CASH FLOWS FROM OPERATING ACTIVITIES:</b>				
Cash received from Customers	1,739,170	1,694,385	1,701,000	-
Cash payments to suppliers	(754,787)	(645,945)	(672,678)	-
Cash payments to employees	(252,668)	(212,243)	(239,941)	-
Cash payments to other funds	(468,620)	(706,429)	(797,696)	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
a. Net cash provided by (used for) operating activities	263,095	129,768	(9,315)	-
<b>B. CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:</b>				
		-	-	-
Transfer out	-	-	-	-
Loans to other funds	-	-	-	-
Repayment from General Fund	49,103	20,603	20,603	-
Repayment from Sewer Fund	-	28,500	28,500	-
Transfers to other funds	(41,772)	(41,772)	(41,772)	-
		-	-	-
		-	-	-
b. Net cash provided by noncapital financing activities	7,331	7,331	7,331	-
<b>C. CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:</b>				
		-	-	-
Consumers Contributed Capital	25,866	33,366	30,000	-
Purchase of plant, prop & equipment	(197,208)	(60,235)	(50,000)	-
		-	-	-
		-	-	-
Net cash provided by (used for) capital and related financing activities	(171,342)	(26,869)	(20,000)	-
<b>D. CASH FLOWS FROM INVESTING ACTIVITIES</b>				
Interest Income	769	500	500	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
d. Net cash provided by (used for) investing activities	769	500	500	-
NET INCREASE (DECREASE) in cash and cash equivalents (a+b+c+d)	99,853	110,730	(21,484)	-
CASH AND CASH EQUIVALENTS AT JULY 1, 20xx	610,165	710,018	820,748	
CASH AND CASH EQUIVALENTS AT JUNE 30, 20xx	710,018	820,748	799,264	

City of Fallon  
(Local Government)

SCHEDULE F-2 STATEMENT OF CASH FLOWS

FUND Water Treatment Fund



PROPRIETARY FUND	(1)	(2)	(3)	(4)
	ACTUAL PRIOR YEAR ENDING 06/30/2018	ESTIMATED CURRENT YEAR ENDING 06/30/2019	BUDGET YEAR  TENTATIVE APPROVED	ENDING 06/30/20  FINAL APPROVED
A. CASH FLOWS FROM OPERATING ACTIVITIES:				
Operating Income	-	-	-	-
Working Capital	-	-	-	-
Depreciation	-	-	-	-
a. Net cash provided by (or used for) operating activities	-	-	-	-
B. CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:				
b. Net cash provided by (or used for) noncapital financing activities				
C. CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:				
Capital Expenditures	-	-	-	-
Transfer in	41,772	41,772	41,772	-
	-	-	-	-
Capital Improvements	-	-	(500,000)	-
c. Net cash provided by (used for) capital and related financing activities	41,772	41,772	(458,228)	-
D. CASH FLOWS FROM INVESTING ACTIVITIES				
		-	-	-
d. Net cash provided by (used for) in investing	-	-	-	-
NET INCREASE (DECREASE) in cash and cash equivalents (a+b+c+d)	41,772	41,772	(458,228)	-
CASH AND CASH EQUIVALENTS AT JULY 1, 20xx	518,290	560,062	601,834	-
CASH AND CASH EQUIVALENTS AT JUNE 30, 20xx	560,062	601,834	143,606	-

City of Fallon  
(Local Government)

SCHEDULE F-2 STATEMENT OF CASH FLOWS

FUND Water Treatment AB198 Reserve Fund

PROPRIETARY FUND	(1)	(2)	(3)	(4)
	ACTUAL PRIOR YEAR ENDING 06/30/2018	ESTIMATED CURRENT YEAR ENDING 06/30/2019	BUDGET YEAR TENTATIVE APPROVED	ENDING 06/30/20 FINAL APPROVED
OPERATING REVENUES				
Use Fees	180,000	177,080	291,403	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
Total Operating Revenue	180,000	177,080	291,403	-
OPERATING EXPENSE				
Salary and Wages	-	-	68,200	-
Employee Benefits		-	29,092	-
Services and Supplies	197,239	177,080	186,500	-
		-	-	-
		-	-	-
		-	-	-
Depreciation/Amortization	5,386	5,500	5,500	-
Total Operating Expense	202,625	171,580	289,292	-
Operating Income or (Loss)	(22,625)	5,500	2,111	-
NONOPERATING REVENUES				
Interest Earned	11	-	-	-
Property Taxes		-	-	-
Subsidies		-	-	-
Consolidated Tax		-	-	-
		-	-	-
		-	-	-
		-	-	-
Total Nonoperating Revenues	11	-	-	-
NONOPERATING EXPENSES				
Interest Expense	-	-	-	-
Loss on disposal of asset	-	-	-	-
		-	-	-
Total Nonoperating Expenses	-	-	-	-
Net Income before Operating Transfers	(22,614)	5,500	2,111	-
Operating Transfers (Schedule T)				
In		-	-	-
Out		-	-	-
Net Operating Transfers	-	-	-	-
CHANGE IN NET POSITION	(22,614)	5,500	2,111	-

City of Fallon  
(Local Government)

SCHEDULE F - 1 REVENUES, EXPENSES AND NET INCOME

FUND Data Processing Fund

PROPRIETARY FUND	(1)	(2)	(3)	(4)
	ACTUAL PRIOR YEAR ENDING 06/30/2018	ESTIMATED CURRENT YEAR ENDING 06/30/2019	BUDGET YEAR TENTATIVE APPROVED	ENDING 06/30/20 FINAL APPROVED
<b>A. CASH FLOWS FROM OPERATING ACTIVITIES:</b>				
Cash payments from other funds	180,000	177,080	291,403	-
Cash payments to suppliers	(210,369)	(177,080)	(215,592)	-
Cash payments to employees	-	-	(68,200)	-
a. Net cash provided by (used for) operating activities	(30,369)	-	7,611	-
<b>B. CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:</b>				
Interest received	11			
b. Net cash provided by (used for) noncapital financing activities	11			
<b>C. CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:</b>				
Purchase of equipment	-	-	-	-
Payments on debt	-	-	-	-
c. Net cash provided by (used for) capital and related financing activities	-	-	-	-
<b>D. CASH FLOWS FROM INVESTING ACTIVITIES</b>				
Interest income	-			
d. Net cash provided by (used for) investing activities	-	-	-	-
NET INCREASE (DECREASE) in cash and cash equivalents (a+b+c+d)	(30,358)	-	7,611	-
CASH AND CASH EQUIVALENTS AT JULY 1, 20xx	40,901	10,543	10,543	
CASH AND CASH EQUIVALENTS AT JUNE 30, 20xx	10,543	10,543	18,154	

City of Fallon  
(Local Government)

SCHEDULE F-2 STATEMENT OF CASH FLOWS

FUND Data Processing Fund

PROPRIETARY FUND	(1)	(2)	(3)	(4)
	ACTUAL CURRENT YEAR ENDING 06/30/2018	ESTIMATED CURRENT YEAR ENDING 06/30/2019	BUDGET YEAR  TENTATIVE APPROVED	ENDING 06/30/20  FINAL APPROVED
OPERATING REVENUES				
Use Fees	840,000	1,045,140	1,268,379	-
Grant Revenue	6,508			
	-			
Total Operating Revenue	846,508	1,045,140	1,268,379	-
OPERATING EXPENSE				
Salary	574,393	645,019	772,833	-
Employee Benefit	258,242	300,614	376,293	-
Service and Supply	46,417	41,754	61,500	-
Depreciation/Amortization	13,967	20,000	20,000	-
Total Operating Expense	893,019	1,007,387	1,230,626	-
Operating Income or (Loss)	(46,511)	37,753	37,753	-
NONOPERATING REVENUES				
Interest Earned	82	-	-	-
Property Taxes				
Subsidies				
Consolidated Tax				
Total Nonoperating Revenues	82	-	-	-
NONOPERATING EXPENSES				
Interest Expense				
Loss on disposal of assets	-			
Total Nonoperating Expenses	-			
Net Income before Operating Transfers	(46,429)	37,753	37,753	-
Operating Transfers (Schedule T)				
In				
Out				
Net Operating Transfers	-			
CHANGE IN NET POSITION	(46,429)	37,753	37,753	-

City of Fallon  
(Local Government)

SCHEDULE F -1 REVENUES, EXPENSES AND NET INCOME

FUND Public Works Internal Service Fund



PROPRIETARY FUND	(1)	(2)	(3)	(4)
	ACTUAL PRIOR YEAR ENDING 06/30/2018	ESTIMATED CURRENT YEAR ENDING 06/30/2019	BUDGET YEAR  TENTATIVE APPROVED	ENDING 06/30/20  FINAL APPROVED
<b>A. CASH FLOWS FROM OPERATING ACTIVITIES:</b>				
Cash received from other funds	840,000	1,045,140	1,268,379	-
Cash payments to suppliers	(307,500)	(342,368)	(437,793)	-
Cash payments to employees	(569,571)	(645,019)	(772,833)	-
a. Net cash provided by (used for) operating activities	(37,071)	57,753	57,753	-
<b>B. CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:</b>				
b. Net cash provided by (used for) noncapital financing activities				
<b>C. CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:</b>				
Equipment	-	(37,753)	(37,753)	-
c. Net cash provided by (used for) capital and related financing activities	-	(37,753)	(37,753)	-
<b>D. CASH FLOWS FROM INVESTING ACTIVITIES</b>				
Interest Income	82	-	-	-
d. Net cash provided by (used for) investing activities	82	-	-	-
NET INCREASE (DECREASE) in cash and cash equivalents (a+b+c+d)	(36,989)	20,000	20,000	-
CASH AND CASH EQUIVALENTS AT JULY 1, 20xx	102,258	65,269	85,269	
CASH AND CASH EQUIVALENTS AT JUNE 30, 20xx	65,269	85,269	105,269	

City of Fallon  
(Local Government)

SCHEDULE F-2 STATEMENT OF CASH FLOWS

FUND Public Works Internal Service Fund

**SCHEDULE C-1 - INDEBTEDNESS**

(Local Government)

ALL EXISTING OR PROPOSED

**GENERAL OBLIGATION BONDS, REVENUE BONDS,**

## MEDIUM-TERM FINANCING, CAPITAL LEASES AND

## SPECIAL ASSESSMENT BONDS

\* - Type

## 1 - General Obligation Bonds

## 2 - G.O. Revenue Supported Bonds

### 3 - G.O. Special Assessment Bonds

#### 4 - Revenue Bonds

## 5 - Medium-Term Financing

### 6 - Medium-Term Financing - Lease Purchase

## 7 - Capital Leases

## 8 - Special Assessment Bonds

## 9 - Mortgages

10 - Other (Specify Type)

**11 - Proposed (Specify Type)**

5 - Medium-Term Financing											11 - Proposed (Specify Type)	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)		
NAME OF BOND OR LOAN			ORIGINAL		FINAL		BEGINNING	REQUIREMENTS FOR FISCAL				
List and Subtotal By Fund	*	TERM	AMOUNT OF	ISSUE	PAYMENT	INTEREST	OUTSTANDING	YEAR ENDING 06/30/20		(9)+(10)		
			ISSUE	DATE	DATE	RATE	BALANCE	INTEREST	PRINCIPAL	TOTAL		
							7/1/2019	PAYABLE	PAYABLE			
<b>General Fund</b>												
KS Statebank	5	5	\$ 265,792.00	7/2/2017	7/1/2022	6.14	\$ 169,124.26	\$ 8,910.00	\$ 52,960.00	\$ 61,870.00		
Interfund to Water Treat	5	10	\$ 206,029.00	2/17/2015	2/17/2025	0%	\$ 123,617.00	\$ -	\$ 20,603.00	\$ 20,603.00		
Interfund to Water Fund	5	10	\$ 256,382.00	2/17/2015	2/17/2025	0.00%	\$ 153,830.00	\$ -	\$ 25,638.00	\$ 25,638.00		
Interfund to Water Fund	5	10	\$ 77,183.00	7/1/2012	7/1/2022	2%	\$ 23,157.00	\$ 463.00	\$ 7,718.00	\$ 8,181.00		
<b>Total</b>			<b>\$ 805,386.00</b>				<b>\$ 469,728.26</b>	<b>\$ 9,373.00</b>	<b>\$ 106,919.00</b>	<b>\$ 116,292.00</b>		
<b>Electric Fund</b>												
Interfund to Water Fund	5	10	\$ 119,192.00	7/1/2012	7/1/2022	2%	\$ 35,759.00	\$ 715.00	\$ 11,919.00	\$ 12,634.00		
Branch Banking & Trust	4	15	\$ 6,333,333.00	11/2/2017	11/01/32	2.70%	\$ 6,234,000.00	\$ 163,296.00	\$ 372,000.00	\$ 535,296.00		
Proposed MTF	5	10	\$ 327,000.00	7/1/2019	07/01/29	4.00%	\$ 327,000.00	\$ 13,080.00	\$ 32,700.00	\$ 45,780.00		
<b>Total</b>			<b>\$ 6,779,525.00</b>				<b>\$ 6,596,759.00</b>	<b>\$ 177,091.00</b>	<b>\$ 416,619.00</b>	<b>\$ 593,710.00</b>		
<b>Water Fund</b>												
SRF Revenue Bonds #1	2	20	\$ 996,086.00	1/6/2016	1/6/2036	2.23%	\$ 705,344.00	\$ 15,166.00	\$ 101,587.00	\$ 116,753.00		
SRF Revenue Bonds #2	2	20	\$ 1,156,127.00	1/6/2016	1/6/2036	2.23%	\$ 870,033.00	\$ 18,847.00	\$ 99,969.00	\$ 118,816.00		
Proposed MTF	5	10	\$ 526,000.00	7/1/2019	7/1/2029	4.00%	\$ 526,000.00	\$ 21,040.00	\$ 52,600.00	\$ 73,640.00		
<b>Total</b>			<b>\$ 2,678,213.00</b>				<b>\$ 2,101,377.00</b>	<b>\$ 55,053.00</b>	<b>\$ 254,156.00</b>	<b>\$ 309,209.00</b>		
<b>Sewer Fund</b>												
Interfund to General	5	10	\$ 375,000.00	6/16/2015	6/16/2025	0	\$ 175,000.00	\$ 0.00	\$ 37,500.00	\$ 37,500.00		
Interfund to Water Treatment	5	10	\$ 285,000.00	6/16/2015	6/16/2025	0	\$ 171,000.00	\$ 0.00	\$ 28,500.00	\$ 28,500.00		
NV State Bond Bank	2	20	\$ 7,285,000.00	11/16/2015	11/16/2035	3.17	\$ 8,485,000.00	\$ 260,413.00	\$ 290,000.00	\$ 550,413.00		
Proposed MTF	5	10	\$ 585,000.00	7/1/2019	7/1/2029	4	\$ 585,000.00	\$ 23,400.00	\$ 58,500.00	\$ 81,900.00		
<b>Total</b>			<b>\$ 8,530,000.00</b>				<b>\$ 7,416,000.00</b>	<b>\$ 283,813.00</b>	<b>\$ 414,500.00</b>	<b>\$ 698,313.00</b>		
<b>Sanitation Fund</b>												
MTF - Zions	5	6	\$ 405,763.00	10/20/2016	10/20/2022	2.75	\$ 243,388.00	\$ 6,234.00	\$ 67,182.00	\$ 73,416.00		
MTF - Zions	5	10	\$ 172,735.00	10/20/2016	10/20/2026	3.33	\$ 133,743.00	\$ 4,325.00	\$ 15,990.00	\$ 20,315.00		
Interfund to General	5	10	\$ 159,075.00	2/17/2015	2/17/2025	0.00%	\$ 45,443.00	\$ -	\$ 15,908.00	\$ 15,908.00		
Interfund to Water Fund	5	10	\$ 327,710.00	7/1/2012	7/1/2022	2%	\$ 98,313.00	\$ 1,966.00	\$ 32,771.00	\$ 34,737.00		
<b>Total</b>			<b>\$ 1,065,283.00</b>				<b>\$ 520,887.00</b>	<b>\$ 12,525.00</b>	<b>\$ 131,851.00</b>	<b>\$ 144,376.00</b>		
<b>Landfill Fund</b>												

Interfund loan to General	5	10	\$ 134,736.00	2/17/2015	2/17/2025	0	\$30,840.00	\$0.00	\$13,474.00	\$13,474.00
Installment Loan - Tipper	5	5	\$ 398,153.00	4/20/2015	4/20/2020	6.5	\$66,558.00	\$1,521.00	\$66,558.00	\$68,079.00
<b>Total</b>			<b>\$ 532,889.00</b>				<b>\$97,398.00</b>	<b>\$1,521.00</b>	<b>\$80,032.00</b>	<b>\$81,553.00</b>
<b>TOTAL ALL DEBT SERVICE</b>			<b>\$ 20,381,296.00</b>				<b>\$ 17,202,149.26</b>	<b>\$ 539,376.00</b>	<b>\$ 1,404,077.00</b>	<b>\$ 1,943,453.00</b>

City of Fallon

(Local Government)

Budget Fiscal Year 2019-2020

SCHEDULE C-1 - INDEBTEDNESS

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Transfer Schedule for Fiscal Year 2019-2020

FUND TYPE	TRANSFERS IN				TRANSFERS OUT		
	FROM FUND	PAGE	AMOUNT		FROM FUND	PAGE	AMOUNT
GENERAL FUND	Secured Freight	15	27000		Debt Service	21	62333
					Airport Fund	21	105000
SUBTOTAL			27000				167333
SPECIAL REVENUE FUNDS	Convention Center	24	615000		Tourism and Convention	23	615000
	Airport Fund	28	105000		Secured Freight	27	27000
SUBTOTAL			720000				642000

City of Fallon  
(Local Government)

FUND TYPE	TRANSFERS IN			TRANSFERS OUT		
	FROM FUND	PAGE	AMOUNT	FROM FUND	PAGE	AMOUNT
CAPITAL PROJECTS FUND						
<b>SUBTOTAL</b>			0			
EXPENDABLE TRUST FUNDS			0			
<b>SUBTOTAL</b>			0			
DEBT SERVICE	General	39	62333			
<b>SUBTOTAL</b>			62333			

City of Fallon  
(Local Government)

FUND TYPE	TRANSFERS IN				TRANSFERS OUT		
	FROM FUND	PAGE	AMOUNT		FROM FUND	PAGE	AMOUNT
ENTERPRISE FUNDS	Water treatment	53	41,772		Water Treatment	51	41772
	Capital reserve		-				
SUBTOTAL			41,772				41,772
INTERNAL SERVICE							
SUBTOTAL							
RESIDUAL EQUITY TRANSFERS							
SUBTOTAL							
TOTAL TRANSFERS			851,105				851,105

City of Fallon

(Local Government)

# SCHEDULE OF EXISTING CONTRACTS

Budget Year 2019 - 2020

Local Government: City of Fallon  
 Contact: Gary C Cordes Clerk Treasurer  
 E-mail Address: Gcordes@fallonnevada.gov  
 Daytime Telephone: 775-423-5104

Total Number of Existing Contracts: None

Line	Vendor	Effective Date of Contract	Termination Date of Contract	Proposed Expenditure FY 2019-20	Proposed Expenditure FY 2020-21	Reason or need for contract:
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20	Total Proposed Expenditures					

Additional Explanations (Reference Line Number and Vendor):

# SCHEDULE OF PRIVATIZATION CONTRACTS

Budget Year 2019 - 2020

Local Government: City of Fallon  
 Contact: Gary C Cordes City Clerk Treasurer  
 E-mail Address: Gcordes@fallonnevada.gov  
 Daytime Telephone: 775-423-5104

Total Number of Privatization Contracts: None

Line	Vendor	Effective Date of Contract	Termination Date of Contract	Duration (Months/ Years)	Proposed Expenditure FY 2019-20	Proposed Expenditure FY 2020-21	Position Class or Grade	Number of FTEs employed by Position Class or Grade	Equivalent hourly wage of FTEs by Position Class or Grade	Reason or need for contract:
1										
2										
3										
4										
5										
6										
7										
8	Total									

Attach additional sheets if necessary.



**City of Fallon**  
**Notice of Public Hearing on the June 30, 2020 Tentative Budget**

The time and place of hearing: May 20, 2019 at 9:00 a.m. in the City Council Chambers. 55 West Williams Avenue, Fallon, Nevada 89406

The tentative budget has been prepared in such detail and on appropriate forms as prescribed by the Department of Taxation.

The tentative budget is on file and available for inspection at the following locations:

Churchill County Clerk's Office : 155 North Taylor, Suite 110

City Clerk Treasurer's Office: City Hall, 55 West Williams Avenue

The budget will require a property tax rate of \$.7971 which will generate \$1,519,671 in revenues.

Signed: Gary C Cordes City Clerk Treasurer

Publish May 8, 2019

May 20, 2019

## Agenda Item 9

Consideration and possible action to approve a construction contract with A&K Earthmovers of Fallon, Nevada, in order to complete the Manhole Rehabilitation Phase II project in the amount of One Million Two Hundred Seventy-Five Thousand Two Hundred and Seventy-Five Dollars (\$1,275,275.00). CH-2019-186. **(For possible action)**

**CITY OF FALLON  
REQUEST FOR COUNCIL ACTION**

Agenda Item No. 9

DATE SUBMITTED: May 14, 2019

AGENDA DATE REQUESTED: May 20, 2019

TO: The Honorable City Council

FROM: Brian Byrd

SUBJECT TITLE: Consideration and possible action to approve a construction contract with A&K Earthmovers of Fallon, Nevada, in order to complete the Manhole Rehabilitation Phase II project in the amount of One Million Two Hundred Seventy-Five Thousand Two Hundred and Seventy-Five Dollars (\$1,275,275.00). CH-2019-186 (For possible action)

TYPE OF ACTION REQUESTED: (Check One)

☐ Resolution

☐ Ordinance

☒ Formal Action/Motion

☐ Other

RECOMMENDED COUNCIL ACTION: Motion to approve a construction contract with A&K Earthmovers of Fallon, Nevada, in order to complete the Manhole Rehabilitation Phase II project in the amount of One Million Two Hundred Seventy-Five Thousand Two Hundred and Seventy-Five Dollars (\$1,275,275.00). CH-2019-186 (For possible action)

DESCRIPTION: The City of Fallon issued its Sewer Improvement and Refunding Bond, Series 2015B in November of 2015. Since its issuance, the City has diligently pursued multiple sewer improvement projects, including the Front Street Lift Station Odor Scrubber project, the Manhole Rehabilitation Phase I project and the Manhole Rehabilitation Phase II project. The Manhole Rehabilitation Phase II project consists of sixteen (16) manholes that are identified as needing repair. An evaluation was performed of the City's sewer infrastructure by HDR Engineering and the referenced manholes were deemed the highest priority. The project consists of rehabilitating the sixteen (16) manholes with polymer concrete inserts. Seven (7) additional manholes were listed as additive alternate bit items, those specific manholes are *not* being recommended for award. The engineer's estimate for this project was \$1,080,000.00.

BACKGROUND: This project was released for public bid on April 10, 2019 and advertised in the Lahontan Valley News in accordance with NRS 338.1385. A pre-bid meeting was held on April 24, 2019. One bid was received and publicly opened by the City of Fallon on May 8, 2019. With approval, construction would start in July with a 180-day construction schedule.

FISCAL IMPACT: \$1,275,275

FUNDING SOURCE: Sewer Enterprise Fund

PREPARED BY: Brian Byrd, Director of Public Works

DATE: May 14, 2019

TO BE PRESENTED TO THE COUNCIL BY: Brian Byrd

PROJECT NAME: Manhole Rehab Phase II

BID OPENING DATE: May 8, 2019  
& TIME: @ 3:00 PM

PROJECT NUMBER: PWP – 2019-186

ENGINEER: HDR

NUMBER OF ADDENDA ISSUED: 1

1	<u>AK</u> Bidder	<u>Fallon</u> City	<u>NV</u> State
	<u>1,225,275</u> Total Base Bid Amount	<u>221,400</u> Total Additive Alternates	<u>1,496,675.00</u> Total Base Bid + Additive Alternates
	<input checked="" type="checkbox"/> 1 # of Addenda Acknowledged	<input checked="" type="checkbox"/> Affidavit of Preferential Bidder's Status Attached	<input checked="" type="checkbox"/> 5% Subcontractor Listing Attached
	<input checked="" type="checkbox"/> Bid Bond Attached		
2	 Bidder	 City	 State
	 Total Base Bid Amount	 Total Additive Alternates	 Total Base Bid + Additive Alternates
	 # of Addenda Acknowledged	 Affidavit of Preferential Bidder's Status Attached	 5% Subcontractor Listing Attached
	 Bid Bond Attached		
3	 Bidder	 City	 State
	 Total Base Bid Amount	 Total Additive Alternates	 Total Base Bid + Additive Alternates
	 # of Addenda Acknowledged	 Affidavit of Preferential Bidder's Status Attached	 5% Subcontractor Listing Attached
	 Bid Bond Attached		



May 20, 2019

## Agenda Item 10

Consideration and possible approval of a construction contract with Custom Fence Company of Logan, Utah in order to complete the Fallon Municipal Airport Perimeter Fencing Replacement project, PWP-CH-2019-150, in the amount of Six Hundred Forty-Six Thousand Ninety-Six Dollars and Ninety Cents (\$646,096.90), contingent upon final approval of FAA grant funding. **(For possible action)**

**CITY OF FALLON  
REQUEST FOR COUNCIL ACTION**

Agenda Item No. 10

DATE SUBMITTED: May 14, 2019

AGENDA DATE REQUESTED: May 20, 2019

TO: The Honorable City Council

FROM: Brian Byrd

SUBJECT TITLE: Consideration and possible approval of a construction contract with Custom Fence Company of Logan, Utah in order to complete the Fallon Municipal Airport Perimeter Fencing Replacement project, PWP-CH-2019-150, in the amount of Six Hundred Forty-Six Thousand Ninety-Six Dollars and Ninety Cents (\$646,096.90), contingent upon final approval of FAA grant funding. (For possible action)

TYPE OF ACTION REQUESTED: (Check One)

- |  |                                    |
|--|------------------------------------|
| <input type="checkbox"/> Resolution                      | <input type="checkbox"/> Ordinance |
| <input checked="" type="checkbox"/> Formal Action/Motion | <input type="checkbox"/> Other     |

RECOMMENDED COUNCIL ACTION: Motion to approve a construction contract with Custom Fence Company of Logan, Utah in order to complete the Fallon Municipal Airport Perimeter Fencing Replacement project, PWP-CH-2019-150, in the amount of Six Hundred Forty-Six Thousand Ninety-Six Dollars and Ninety Cents (\$646,096.90), contingent upon final approval of FAA grant funding. (For possible action)

DISCUSSION: The City has been tentatively approved for an FAA grant to complete the Fallon Municipal Airport Perimeter Fencing Replacement project. This project was previously designed by Atkins North America, Inc. The project was advertised during the week of April 1, 2019 and a mandatory pre-bid meeting was held on April 16, 2019 at which five (5) potential bidders were in attendance. Two (2) bids were received and opened on April 24, 2019 as further described in the attached documents.

FAA procedures provide final grant approval only after bid opening and contract award approval by the City Council. City staff recommends approval of a construction contract with Custom Fence, contingent upon final approval of FAA grant funding. This project will be funded by the FAA (93.75%) and the City of Fallon Airport Fund (6.25%). Pursuant to that formula, the City's share would be Forty Thousand Three Hundred Eighty-One Dollars and Five Cents (\$40,381.05).

FISCAL IMPACT: \$40,381.05 City of Fallon airport funds - \$605,715.85 FAA grant funds

FUNDING SOURCE: City of Fallon Airport Fund and FAA grant funds

**PREPARED BY: Brian Byrd, Director of Public Works**





Atkins North America, Inc.  
10509 Professional Circle, Suite 102  
Reno, NV 89521-4883  
Telephone: +1.775.828.1622  
Fax: +1.775.851.1687  
[www.atkinsglobal.com/northamerica](http://www.atkinsglobal.com/northamerica)

April 26, 2019

Mr. Brian Byrd  
Public Works Director  
City of Fallon  
55 West Williams Avenue  
Fallon, NV 89406

Subject: Replace Airport Perimeter Fence  
Fallon Municipal Airport

Dear Mr. Byrd:

The proposed work includes removing 19,225 linear feet of 4-foot wire fence, clearing and grubbing the fence line, installing 19,310 linear feet of 6-foot chain link fence with 3 strand barb wire. Additional items include the installation of a 20-foot and 24-foot automatic cantilevered gates with operators and key pads.

Bids for this project were opened on April 24, 2019 and The City received bid proposals from two bidders. Custom Fence submitted the lowest bid of \$646,096.90 and Tholl Fence submitted a bid of \$721,121.46. Both contractors have a valid Nevada Contractor's License and are in good standing with the State Contractor's Board. Both Custom Fence and Tholl Fence submitted a complete bid proposal with no omissions. Tholl fence bid tabulation has two minor errors with the unit price that did not correctly equal the line item amount and is considered minor.

Therefore, we recommend awarding the contract for this project to Custom Fence as the lowest responsive and responsible bidder in the amount of \$646,096.90 contingent on FAA approval and funding of the project. Attached is a bid tabulation of both bids along with the Engineer's Estimate. Should you have any questions, please do not hesitate to call me at 775.789.9841.

Sincerely,

A handwritten signature in blue ink, appearing to read "B. Fitzgerald".

Brian Fitzgerald, P.E.  
Project Manager

**FALLON MUNICIPAL AIRPORT  
Rehabilitate Center Apron**

**BID TAB**

ITEM	DESCRIPTION	QTY	UNIT	CUSTOM FENCE		THOLL FENCE		ENGINEERS ESTIMATE	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
C-105-1	Mobilization/Demobilization	1	L.S.	\$ 64,600.00	\$ 64,600.00	\$ 10,000.00	\$ 10,000.00	\$ 87,600.00	\$ 87,600.00
C-115-1	Airport Safety and Security	1	L.S.	\$ 5,000.00	\$ 5,000.00	\$ 4,100.00	\$ 4,100.00	\$ 41,500.00	\$ 41,500.00
P-104-1	Remove Existing Fence, Poles, and Gates	19,224	L.F.	\$ 1.35	\$ 25,952.40	\$ 3.75	\$ 72,090.00	\$ 8.00	\$ 153,792.00
P-104-2	Remove Existing Fence Signs	30	Each	\$ 12.00	\$ 360.00	\$ 120.00	\$ 3,600.00	\$ 25.00	\$ 750.00
P-151-1	Clearing and Grubbing Fence Line	19,850	L.F.	\$ 2.10	\$ 41,685.00	\$ 2.90	\$ 57,565.00	\$ 1.00	\$ 19,850.00
F-162-1	6-Foot Chain Link Fencing w/ 3-strand barbed wire	19,310	L.F.	\$ 22.90	\$ 442,199.00	\$ 23.2473 *	\$ 448,906.11	\$ 27.50	\$ 531,025.00
F-162-2	Extension Arms w/ Barbed Wire on Existing Fence	429	L.F.	\$ 14.50	\$ 6,220.50	\$ 7.15	\$ 3,067.35	\$ 5.00	\$ 2,145.00
F-162-3	24-Foot Automatic Cantilever Gate with Operator - Main Entrance	1	Each	\$ 21,150.00	\$ 21,150.00	\$ 42,289.00	\$ 42,289.00	\$ 30,000.00	\$ 30,000.00
F-162-4	20-Foot Automatic Cantilever Gate with Operator - Rio Vista Entrance	1	Each	\$ 21,710.00	\$ 21,710.00	\$ 42,618.00	\$ 42,618.00	\$ 35,000.00	\$ 35,000.00
F-162-5	4-foot Pedestrian Access Gate	3	Each	\$ 1,830.00	\$ 5,490.00	\$ 3,862.00	\$ 11,586.00	\$ 2,500.00	\$ 7,500.00
D-700-1	Install Existing Fence Signs	30	Each	\$ 13.50	\$ 405.00	\$ 120.00	\$ 3,600.00	\$ 25.00	\$ 750.00
D-700-2	Asphalt Pavement Patch	30	S.Y.	\$ 165.00	\$ 4,950.00	\$ 390.00	\$ 11,700.00	\$ 100.00	\$ 3,000.00
T-902-1	Dust Palliative	5	Acres	\$ 1,275.00	\$ 6,375.00	\$ 2,000.00 *	\$ 10,000.00	\$ 2,500.00	\$ 12,500.00
Construction Subtotal					\$ 646,096.90		\$ 721,121.46		\$ 926,412.00

\* Unit Price adjusted to reflect correct line item total amount

<b>CONSTRUCTION COST</b>	<b>\$ 646,096.90</b>	<b>\$ 721,121.46</b>	<b>\$ 926,412.00</b>
Engineering Design and Bidding Services	\$ 44,003.10	\$ 44,003.10	\$ 44,003.10
Construction Management Services	\$ 88,800.00	\$ 88,800.00	\$ 88,800.00
<b>PROJECT COST</b>	<b>\$ 778,900.00</b>	<b>\$ 853,924.56</b>	<b>\$ 1,058,215.10</b>
FAA Share 93.75%	\$ 730,219.00	\$ 800,554.00	\$ 992,077.00
Sponsor's Share 6.25%	\$ 48,681.00	\$ 53,370.56	\$ 66,138.10



May 20, 2019

## Agenda Item 11

Consideration and possible approval of a Professional Services Contract with Atkins North America, Inc. for construction administration support services relating to the Fallon Municipal Airport Perimeter Fencing Replacement project, PWP-CH-2019-150, in the amount of Eighty-Eight Thousand Eight Hundred Dollars (\$88,800.00), contingent upon final approval of FAA grant funding. **(For possible action)**

**CITY OF FALLON  
REQUEST FOR COUNCIL ACTION**

Agenda Item No. 11

DATE SUBMITTED: May 14, 2019

AGENDA DATE REQUESTED: May 20, 2019

TO: The Honorable City Council

FROM: Brian Byrd

SUBJECT TITLE: Consideration and possible approval of a Professional Services Contract with Atkins North America, Inc. for construction administration support services relating to the Fallon Municipal Airport Perimeter Fencing Replacement project, PWP-CH-2019-150, in the amount of Eighty-Eight Thousand Eight Hundred Dollars (\$88,800.00), contingent upon final approval of FAA grant funding. (For possible action)

TYPE OF ACTION REQUESTED: (Check One)

- |  |                                    |
|--|------------------------------------|
| <input type="checkbox"/> Resolution                      | <input type="checkbox"/> Ordinance |
| <input checked="" type="checkbox"/> Formal Action/Motion | <input type="checkbox"/> Other     |

RECOMMENDED COUNCIL ACTION: Motion to approve a Professional Services Contract with Atkins North America, Inc. for construction administration support services relating to the Fallon Municipal Airport Perimeter Fencing Replacement project, PWP-CH-2019-150, in the amount of Eighty-Eight Thousand Eight Hundred Dollars (\$88,800.00), contingent upon final approval of FAA grant funding. (For possible action)

DISCUSSION: The City has been tentatively approved for an FAA grant to complete the Fallon Municipal Airport Perimeter Fencing Replacement project. The project was previously designed by Atkins North America, Inc. This follow-on professional services contract is needed to provide construction support services, inspection, and materials testing during the construction phase of the project, which are required by the FAA. Atkins North America, Inc. was previously awarded an open-ended contract to provide a variety of engineering services for the airport and this particular contract would be Task Order Number 7.

City staff recommends approval of a Professional Services Contract with Atkins North America, Inc., contingent upon final approval of FAA grant funding. This project will be funded by the FAA (93.75%) and the City of Fallon Airport Fund (6.25%). Pursuant to that formula, the City's share would be Five Thousand Five Hundred Dollars (\$5,500.00).

FISCAL IMPACT: \$5,500.00 City of Fallon airport funds - \$83,250.00 FAA grant funds

FUNDING SOURCE: City of Fallon Airport Fund and FAA grant funds

**PREPARED BY: Brian Byrd, Deputy Director of Public Works**

**CITY OF FALLON  
AND  
ATKINS NORTH AMERICA, INC. (ENGINEER)**

**TASK No. 7**

**CONSTRUCTION MANAGEMENT SERVICES  
FOR THE  
REPLACE AIRPORT PERIMETER FENCE  
AT THE  
FALLON MUNICIPAL AIRPORT**

**1. DESCRIPTION OF PROJECTS**

The proposed work includes removing 19,224 linear feet of 4-foot wire fence, clearing and grubbing the fence line, installing 19,310 linear feet of 6-foot chain link fence with 3 strand barb wire. Additional items include the installation of a 20-foot and 24-foot automatic cantilevered gates with operators and key pads.

**2. SCOPE OF WORK**

Provide construction management services for the project. Construction management services include contract administration, part-time inspection, quality assurance surveys, and quality assurance materials testing.

See Attachment A for the Hourly Rate Fee Schedule, Attachment B for the detailed scope of work, and Attachment C for a breakdown of the fee estimate.

**3. FEES AND METHOD OF PAYMENT**

Construction Management services for this project will be performed on a time and expense basis for a fee not-to-exceed \$88,800.00 of which the FAA share is 93.75% or \$83,250.00 and the City's share is 6.25% or \$5,550.00. See the itemized fee estimate, Attachment C. Invoices will be submitted monthly for work completed the previous month.

Fees associated with the application for Use Permits and/or Building Permits are not included. The City of Fallon will provide any fees required by the City of Fallon, Nevada Energy, Churchill County, the State of Nevada, or any other agency.

Time and Materials charges shall be based upon the 2019 Fee Schedule set forth in Attachment A.

Services for this task will be performed as stated herein and under the Agreement for Engineering Services dated January 4, 2016. This task shall also amend the terms and conditions in the Agreement for Engineering Services to incorporate applicable grant assurances required by the Federal Aviation Administration.

Dated \_\_\_\_\_, 2019

ATTEST:

City of Fallon, Nevada:

By: \_\_\_\_\_

By: \_\_\_\_\_

Ken Tedford  
Mayor

ATTEST:

ATKINS NORTH AMERICA, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Kash Hadipour  
Project Director

# ATTACHMENT A

## ATKINS NORTH AMERICA, INC. 2019 HOURLY RATE FEE SCHEDULE

### OFFICE PERSONNEL

Project Principal	\$300.00/hr.
Group Manager	\$215.00/hr.
Project Manager	\$150.00/hr.
Associate Project Manager	\$140.00/hr.
Senior Project Engineer	\$170.00/hr.
Project Engineer	\$110.00/hr.
Staff Engineer	\$100.00/hr.
Designer	\$95.00/hr.
Intern	\$45.00/hr.
Clerical	\$75.00/hr.
Project Controls	\$150.00/hr.
Hydrologist	\$120.00/hr.

### SURVEY PERSONNEL

Survey Group Manager	\$165.00/hr.
Survey Project Manager	\$120.00/hr.
Senior Survey Technician	\$110.00/hr.
Survey Technician	\$90.00/hr.

*\* Survey crew rates include all standard survey equipment*

### CONSTRUCTION INSPECTION PERSONNEL

Construction Manager	\$150.00/hr.
Sr. Inspector	\$110.00/hr.
Sr. Inspector (Overtime)	\$130.00/hr.
Inspector's Truck	\$48/day

### EQUIPMENT

Mileage	\$0.58/mi.
---------	------------

### OUTSIDE SERVICES

Cost + 10%

### NOTES:

Time spent on projects in litigation, in depositions and providing expert testimony will be charged at the standard rate times 1.5. Personnel rates shown in the above fee schedule apply to project charges during calendar year 2019. On January 1<sup>st</sup> of each subsequent year, labor rates invoiced on projects may be increased to reflect annual cost of labor increases not to exceed 3.5%.



## **ATTACHMENT B**

### **TASK No. 5**

#### **CONSTRUCTION MANAGEMENT SERVICES FOR THE REPLACE AIRPORT PERIMETER FENCE AT THE FALLON MUNICIPAL AIRPORT**

##### **A. CONSTRUCTION MANAGEMENT SERVICES**

During the construction of the Project, it will be necessary to provide contract administration, inspection, quality assurance surveying, and materials testing. It is anticipated that the following tasks will be required during the construction of the project:

1. The ENGINEER shall attend and conduct a pre-construction conference. The ENGINEER shall prepare minutes of the pre-construction conference.
2. The ENGINEER shall review and approve, for conformance with the design concept, all required material submittals furnished by the Contractor.
3. The ENGINEER shall provide quality assurance materials testing to ensure compliance with the plans and specifications at the testing frequency established by the specifications for the contract period called for in the contract documents.
4. The ENGINEER shall interpret the intent of the drawings and specifications to protect the OWNER against defects and deficiencies in the construction by the Contractor.
5. The ENGINEER shall provide quality assurance surveys and general engineering review of the work of the Contractor as construction progresses to ascertain that the Contractor is conforming to the design concept.
6. The ENGINEER shall attend and conduct periodic construction meetings with representatives of the contractor and the Owner during the construction period. Meetings will be held on a weekly basis.
7. The ENGINEER shall cooperate and work closely with the representatives of the Federal Aviation Administration and the OWNER.

8. The ENGINEER shall review the Contractor's application for progress and final payments and, when approved, submit same to the OWNER for payment.
9. The ENGINEER shall prepare any necessary contract change orders for approval by the OWNER on a timely basis.
10. The ENGINEER shall provide contract administration and full-time inspection during the project.
11. The ENGINEER shall conduct a final inspection of the project with the FAA, the OWNER and the Contractor. The ENGINEER shall note deficiencies in the construction and shall direct the Contractor to correct the deficiencies.
12. The ENGINEER shall provide to the OWNER a final engineer's report and a set of record drawings for the completed project.
13. The ENGINEER shall revise the Airport Layout Plan to show the project as existing.

**ATTACHMENT "C"**  
**FALLON MUNICIPAL AIRPORT**  
**REPLACE AIRPORT PERIMETER FENCE**  
**AIP No. 3-32-0008-21-2019**  
**ENGINEERING SERVICES FEE ESTIMATE**  
4/26/2019

**C. CONSTRUCTION MANAGEMENT SERVICES**

Provide construction management during the construction of the project to ensure conformance with the plans and specifications. Construction will require 21-weeks of part-time onsite inspection and project management.

**1. CONFORMED PLANS AND SPECIFICATIONS**

Revise the plans and specifications in accordance with any addendums issued during the bidding phase to provide "Issued For Construction" documents.

Project Manager	4 hrs. @	\$150 /hr. =	\$ 600.00	
Project Engineer	8 hrs. @	\$110 /hr. =	\$ 880.00	
				<u>\$ 1,480.00</u>

**2. PRE-CONSTRUCTION CONFERENCE**

Attend and conduct a pre-construction conference in Fallon and prepare minutes of the meeting.

Project Manager	4 hrs. @	\$150 /hr. =	\$ 600.00	
Project Engineer	8 hrs. @	\$110 /hr. =	\$ 880.00	
Mileage	140 miles @	\$0.580 /mi. =	\$ 81.20	
				<u>\$ 1,561.20</u>

**3. SUBMITTAL REVIEW**

Review material submittals and shop drawings for the project.

Project Manager	2 hrs. @	\$150 /hr. =	\$ 300.00	
Project Engineer	8 hrs. @	\$110 /hr. =	\$ 880.00	
				<u>\$ 1,180.00</u>

**4. MATERIALS TESTING**

Construction Material Engineers will perform materials testing on the concrete during the construction of the project.

Construction Material Engineers			<u>\$ 6,358.00</u>	
				<u>\$ 6,358.00</u>

**5. SURVEY VERIFICATION**

Provide quality assurance survey to verify that the work is performed in accordance with the plans. Assume one trip to verify the initial construction staking by the contractor. The given hours include roundtrip travel time from Reno to Fallon.

Survey Group Manager	1 hrs. @	\$165 /hr. =	\$ 165.00	
Survey Technician	8 hrs. @	\$110 /hr. =	\$ 880.00	
Survey Truck	1 days @	\$48 /day =	\$ 48.00	
				<u>\$ 1,093.00</u>

**ATTACHMENT "C"**  
**FALLON MUNICIPAL AIRPORT**  
**REPLACE AIRPORT PERIMETER FENCE**  
**AIP No. 3-32-0008-21-2019**  
**ENGINEERING SERVICES FEE ESTIMATE**  
4/26/2019

**6. CONTRACT ADMINISTRATION**

Provide contract administration during the project. Assume an average 1-hours per week for the Project Manager and 8-hours per week for the Project Engineer during a 21-week construction period. Also assume weekly construction meetings via telephone for contractor progress. Once a month, the weekly construction meeting will be attended on site by the Project Engineer and a final inspection at the end of the project (7 site visits). Assume 4 hours per site visit with roundtrip mileage equal to 145 miles.

Project Manager	25 hrs. @	\$150 /hr. =	\$ 3,750.00	
Project Engineer	196 hrs. @	\$110 /hr. =	\$ 21,560.00	
Mileage	1015 miles @	\$0.580 /mi. =	\$ 588.70	
				<u>\$ 25,898.70</u>

**7. CONSTRUCTION INSPECTION**

Provide part-time inspection during the construction of the project. Assume 20-hours per week during a 21-week construction period.

Project Inspector	420 hrs. @	\$110 /hr. =	\$ 46,200.00	
Inspector Truck	105 ½ Days @	\$24 / ½ day =	\$ 2,520.00	
				<u>\$ 48,720.00</u>

**8. RECORD DRAWINGS, FINAL REPORT, UPDATE ALP, AND PROJECT CLOSEOUT**

Prepare record drawings, the final report, update the ALP to show the project as existing, and closeout the project. Coordinate with the FAA as necessary during the closeout of the project.

Project Manager	2 hrs. @	\$150 /hr. =	\$ 300.00	
Project Engineer	20 hrs. @	\$110 /hr. =	\$ 2,200.00	
Printing, Mail, Etc.			\$ 9.10	
				<u>\$ 2,509.10</u>

SUMMARY OF ENGINEERING SERVICES FEE	
<b>CONSTRUCTION MANAGEMENT TOTAL</b>	<b>\$88,800.00</b>

<b>FAA SHARE 93.75%</b>	<b>\$83,250.00</b>
<b>CITY OF FALLON'S SHARE 6.25%</b>	<b>\$5,550.00</b>

## **Title VI Assurances**

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means

of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.



May 20, 2019

## Agenda Item 13

Consideration and possible action to approve negotiated agreement between the City of Fallon and the Fallon Peace Officers Association to be effective from July 1, 2018 to June 30, 2021. (Pursuant to NRS 288.153, the proposed agreement and any exhibits or other attachments to the proposed agreement are available to the public on the City's website, [fallonnevada.gov](http://fallonnevada.gov), and at the City Clerk's Office, 55 West Williams Avenue, Fallon, Nevada.) **(For possible action)**

**CITY OF FALLON  
REQUEST FOR COUNCIL ACTION**

Agenda Item No. 13

DATE SUBMITTED: May 14, 2019

AGENDA DATE REQUESTED: May 20, 2019

TO: The Honorable City Council

FROM: Robert Erquiaga, Legal and Administrative Director

SUBJECT TITLE: Consideration and possible action to approve negotiated agreement between the City of Fallon and the Fallon Peace Officers Association to be effective from July 1, 2018 to June 30, 2021. (Pursuant to NRS 288.153, the proposed agreement and any exhibits or other attachments to the proposed agreement are available to the public on the City's website, fallonnevada.gov, and at the City Clerk's Office, 55 West Williams Avenue, Fallon, Nevada.)  
**(For possible action)**

TYPE OF ACTION REQUESTED: (Check One)

☐ Resolution

☐ Ordinance

☒ Formal Action/Motion

☐ Other

RECOMMENDED COUNCIL ACTION: Motion to approve negotiated agreement between the City of Fallon and the Fallon Peace Officers Association to be effective from July 1, 2018 to June 30, 2021.

DISCUSSION: The proposed agreement is attached in both clean and redline versions.

FISCAL IMPACT: Adoption of the proposed negotiated agreement will result in increased salaries as provided for in the agreement.

FUNDING SOURCE: Various

PREPARED BY: Robert Erquiaga, Legal and Administrative Director



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF FALLON

AND THE

FALLON PEACE OFFICERS ASSOCIATION

DURATION

JULY 1, 2018 - JUNE 30, 2021

July 1, 2015 - June 30, 2018

## AGREEMENT

### ARTICLE I.

#### PARTIES

This Agreement is made by and between the City of Fallon, a municipal corporation of the State of Nevada, hereinafter referred to as "City", and the Fallon Peace Officers Association, a bargaining unit as defined in Nevada Revised Statutes (NRS) 288.028, hereinafter referred to as "Association" and is effective from July 1, 2018, to June 30, 2021.  
referred to as "Association" and is effective from July 1, 2015 to June 30, 2018.

### ARTICLE II.

#### AUTHORIZED AGENTS

For purposes of this Agreement, the following are the authorized agents of the parties:

- A. For the City:  
Mayor, City of Fallon  
Fallon City Hall  
Williams Avenue  
Fallon, Nevada 89406
- B. For the Association:  
Fallon Peace Officers  
Assoc. Negotiating  
Committee P. O. Box 1731  
Fallon, Nevada 89406

### ARTICLE III.

#### RECOGNITION

The City recognizes the Fallon Peace Officers Association as the sole collective bargaining agent for all sworn officers under the rank of Captain who are employed by the City within the Fallon Police Department.

### ARTICLE IV

#### ASSOCIATION DUES

The City agrees to deduct from the salaries of employees who are members of the Association and to remit the same to such officer as may be designated by the Association all dues which may, from time to time, be required by the Association for employee membership therein, provided that:

- A. The association shall submit to the City a complete listing of all members of the Association, which said listing shall continue in full force and effect until an amended listing is submitted to the City.
- B. That such deductions shall be made only with respect to employees

whose names appear in the listing or listings described in the preceding Subparagraph and only with respect to such employees who have executed and delivered to the City a written authorization for such deduction, which said written authorization shall be on a form prepared by the City.

- C. The Association shall certify to the City, in writing, the amount of dues for each member of the Association and shall further certify to the City any changes in amount of such dues not less than thirty (30) days prior to any such change.
- D. The Association shall indemnify the City against any and all liability arising from any action taken by the City under the provisions of this Article.

#### ARTICLE V. RIGHTS OF CITY EXEMPTED FROM AGREEMENT

The City retains, solely and exclusively, all of the rights, power, and authorities held or exercised prior to the execution of this Agreement, save and except as herein expressly limited, including, without limitation, those matters enumerated in NRS 288.150(3), NRS 288.150(4) and NRS 288.150(5). All existing provisions of the Fallon Municipal Code and the General Orders of the Fallon Police Department, not inconsistent therewith, are hereby ratified and confirmed.

#### ARTICLE VI PROBATIONARY PERIODS

- A. Upon initial employment or re-employment, all employees shall serve a probationary period of twelve (12) months, during which time the employee may be discharged from his employment without cause, hearing, or right of appeal. Such probationary period may be extended, for cause, subject to the employee's right of appeal, as hereinafter specified. Employees that are required to attend a basic POST Academy will have their probationary period extended twelve (12) months from their date of graduation.
- B. Upon promotion of any employee to a classification with a higher salary schedule, the employee so promoted shall serve a probationary period of twelve (12) months, during which time such employee may be returned to his previous classification without cause, hearing or right of appeal. Such probationary period may be extended, for cause, subject to the employee's right of appeal, as hereinafter specified.
- C. As a disciplinary measure and in lieu of discharge, under circumstances which would justify such discharge, an employee

may be placed on terminal probation for a period not-to-exceed twelve (12) months, provided that such discipline is imposed in accordance with the terms of this Agreement, during which time such employee may be discharged from his employment without cause, hearing or right of appeal.

#### ARTICIEVII.

#### SALARIES

Effective July 1, 2018, employees shall receive a salary increase of 3.1% above the attached pay schedule as determined in accordance with the U.S. Department of Labor Bureau of Labor Statistics Consumer Price Index (Western Urban) as set in December 2017.

Effective July 1, 2019, employees shall receive a salary increase which shall be determined in accordance with the U.S. Department of Labor Bureau of Labor Statistics Consumer Price Index (Western Urban) as set in December 2018. In no event shall the increase be less than Two Percent (2%) nor more than Four Percent (4%) per year.

Effective July 1, 2020, employees shall receive a salary increase which shall be determined in accordance with the U.S. Department of Labor Bureau of Labor Statistics Consumer Price Index (Western Urban) as set in December 2019. In no event shall the increase be less than Two Percent (2%) nor more than Four Percent (4%) per year.

#### ARTICLE VII

#### SALARIES

Effective July 1, 2015, employees compensated at Three Percent (3%) above the Pay Schedule as attached.

Effective July 1, 2016, employees shall receive a salary increase which shall be determined in accordance with the U.S. Department of Labor Bureau of Labor Statistics Consumer Price Index (Western Urban) as set in December 2015. In no event shall the increase be less than Two Percent (2%) nor more than Four Percent (4%) per year.

Effective July 1, 2017, employees shall receive a salary increase which shall be determined in accordance with the U.S. Department of Labor Bureau of Labor Statistics Consumer Price Index (Western Urban) as set in December 2016. In no event shall the increase be less than Two Percent (2%) nor more than Four Percent (4%) per year.

- A      The City shall pay all Public Employee's Retirement System payments during the term of this Agreement.



- B. Employees shall be paid a shift differential of six percent (6%) for those employees assigned to work between 1400 hours and 2200 hours, and a differential of eight percent (8%) for employees assigned to work between 2200 hours and 0600 hours.
- C. The City shall compensate each employee who is placed in a stand-by status, two dollars (\$2.00) per hour for each hour assigned to stand-by.
- D. Any Peace Officer assigned to perform training of other officers by the Chief of Police shall be entitled to receive an additional Five Percent (5%) of his regular pay for actual time spent training.
- E. Special Assignment Pay - An employee will receive an additional five percent (5%) of his regular pay for assignment to Detective, Task Force Investigator or SRO.
- F. Spanish Speaking Incentive Pay - An employee shall receive \$250.00 annually with proficiency based on being conversant in Spanish.
- G. Employees hired that are required to attend the basic POST Academy will receive a wage 10% less than Grade 8, Step A. Upon successful graduation from the academy, the employee will advance to Grade 8, Step A.

#### ARTICLE VIII.

#### SALARY INCREASES

For the duration of this contract permanent employees shall receive step increases in salary at the start of the payroll period after which either of the following shall have occurred:

- A Twelve (12) months from the date of initial employment. Each employee's original hire date shall be the employee's anniversary date. In the eventuality of a promotion, the original hire date will remain as the anniversary date. When the probationary period associated with the promotion has successfully passed, the increased compensation that should have come as a result of passing one's anniversary date while the individual was on probation, will be paid in a lump sum.
- B Twelve (12) months from the date of any previous step increase. Step increases shall be based upon merit and shall not be considered as longevity increases. Any period of probation imposed under Article VI. C. above shall be excluded in computing the time periods hereinabove set forth in this Article.

Any period of extended probation under Article VI. A., or Article VI. B above shall be excluded in computing the time periods hereinabove set forth in this Article.

Any period of extended probation under Article VI. A., or Article VI. B above shall be excluded in computing the time periods herein above set forth in the Article. In the event that an employee is denied a step increase for which he would be eligible under the terms of this Article, the employee shall be informed, in writing, of the reason for such denial. Such denial is subject to appeal by the employee under the procedure hereinafter set forth.

## ARTICLE IX

### HEALTH INSURANCE

- A. The City shall continue its policy of permitting employees to participate in the group health plans offered to all City employees, and the City will continue to pay the employee's portion of the City's base policy or an equivalent amount toward the approved health plan.
- B. Dependents of employees may be included in said group health insurance plan, provided:
  - 1. Such dependents qualify for coverage under said plan;
  - 2. Such dependent coverage is available under said plan;
  - 3. The employee requests such dependent coverage in writing; and
  - 4. The employee agrees to pay all premiums charged for such dependent coverage, which said premiums shall be deducted from the employee's salary, pro-rated on an annual basis.
- C. The City agrees to implement a plan under Section 125 of the Internal Revenue Code to permit employees to avail themselves of the insurance tax benefits provided in that Section; in the event that any tax deduction taken by any employee under such plan shall be disapproved or disallowed by the Internal Revenue Service, the employee so affected shall indemnify the City against any and all liability as a result thereof.
- D. Employees who are unable to schedule their yearly Heart/Lung exam as provided for in NRS during their normal working hours shall be compensated at the overtime rate for actual hours required for the exam(s).
- E. At the request of an employee, who is assigned to Range Duties for

a period of thirty (30) days or more, the City shall provide Hearing and Lead Level tests at City expense.

- F. The City shall establish a City-wide joint labor/management health insurance advisory committee, comprised of two (2) labor representatives selected by the Association; two (2) management representatives; and two (2) labor representatives selected by any other recognized bargaining unit. The labor representatives shall serve without loss of compensation. The joint labor-management health insurance committee shall meet at least quarterly.
- The City shall establish a City-wide joint labor-management safety advisory committee, comprised of two (2) labor representatives selected by the Association; representatives selected by any other recognized bargaining unit. The labor representatives shall serve without loss of compensation. The joint labor/management safety committee shall meet at least quarterly.

#### ARTICLE X. UNIFORM ALLOWANCE

- A. Upon initial employment, each employee shall be provided with uniforms, leather goods and safety items required for the performance of the employee's duties at the sole cost and expense of the City.
- B. Such items shall be maintained and replaced by the employee, as required, at the sole cost and expense of the employee.
- C. Twelve (12) months after the initial employment of the employee, the City agrees to pay to the employee fifty percent (50%) of the uniform allowance established in Subparagraph D. below as partial reimbursement of the sums expended by the employee under the provisions of Subparagraph B. above.
- D. Commencing one (1) year after his initial employment, the City agrees to pay to each employee the sum of one thousand three hundred fifty dollars (\$1,350.00) per year for uniform care, maintenance and replacement, said sum to be paid by separate check on the first payday in July of each year. The City shall recognize their obligation to provide this allowance, as designated, in a timely manner.
- E. Upon request by an employee and at the discretion of the Chief of Police, the City shall be authorized to repair or replace items of personal property which have been damaged while the employee is on duty. This section is not intended to provide for repair or replacement of items damaged through negligence on the part of the employee. The intent of this section is to provide relief when items such as, but not limited to the following are damaged as a result of unusual circumstances such as physical

assault: eye-glasses, watches, dentures, and clothing. It is also at the discretion of the Chief of Police as to the value placed on the items which are being repaired or replaced.

#### ARTICLE XI ACTING PAY

- A. Any employee may be temporarily assigned to serve in an acting capacity in a position higher in pay grade than that in which such employee is regularly employed.
- B. An employee assigned to fill the position of the absent employee shall receive ten percent (10%) over and above his/her regular salary for the time so assigned.

#### ARTICLE XII. EDUCATIONAL INCENTIVE PAY

- A. The City shall provide full reimbursement for the tuition fees and course required books up to two thousand dollars (\$2,000.00) per year for classes with an earned grade of B or better, associated with taking P.O.S.T. required classes or college courses necessary to obtain a career related degree. The selection of classes and tuition reimbursement shall be pre- approved by the Police Chief
- B. The City shall recognize an officer's completion and application of job-related formal education in the following manner.
  - 1. Intermediate P.O.S.T. Certificate= \$350.00 annually.
  - 2. Advance P.O.S.T. Certificate= \$450.00 annually.
  - 3. A.A. Degree or Supervisory P.O.S.T. Certificate= \$550.00 annually.
  - 4. B.A. Degree or Management POST Certificate= \$650.00 annually.
  - 5. Executive POST Certificate= \$750.00 annually.
  - 6. The above amounts are to be paid by separate check on the first payday of December, each year.

The City shall recognize their obligation to provide this allowance, as designated, in a timely manner.

#### ARTICLE XIII: HOURS

- A. As determined by management, the work period shall consist of 80 hours through a two (2) week period, which shall include a



lunch period not-to-exceed thirty (30) minutes and two (2) rest periods not-to-exceed fifteen (15) minutes each.

- A. The workweek of all employees shall consist of five (5) days of eight (8) hours each, which shall include a lunch period not-to-exceed thirty (30) minutes and two (2) rest periods not-to-exceed fifteen (15) minutes each.
- B. The rest periods provided in Subparagraph A. above, shall not be taken within one (1) hour of the time in which the employee starts or ends his shift or within one (1) hour of the employee's lunch break, and may not be accumulated or used to supplement any other provision herein contained for vacation, sick leave or other time off.
- C. Employees shall be required to provide their own transportation to and from the Fallon City Hall at the beginning and end of each shift.

#### ARTICLE XIV. OVERTIME

- A. Overtime is defined as that time worked, as authorized and directed by management, which exceeds eighty (80) hours during any two (2) week period, including leave time taken in place of scheduled work hours during that same two (2) week period. Annual leave, sick leave, approved holidays and compensatory time off shall be considered hours worked for purpose of computing overtime.
- B. Overtime shall be compensated as follows:
  - 1. Salary for such overtime at a rate one and one-half (1-1/2) times the regular rate for an employee who works such overtime; or
  - 2. Time off for such employee, in addition to all other time off provided in this Agreement, equal to one and one-half (1-1/2) the amount of such overtime or "compensatory time off" at the option of management.
- C. Overtime may be accumulated for each employee in a CTO bank up to a maximum of forty-eight (48) hours.
- D. Any time accumulated by an employee in his CTO bank may be used by the employee for additional time off, upon approval by management; any employee who has accumulated more than forty-eight (48) hours in his CTO bank will be required to take such additional time off to reduce the hours in said bank to forty-eight (48) hours or less before the next pay period.
- E. Nothing in this Agreement shall prohibit or restrict the authority of

management to schedule or reschedule any employee's work time in order to operate within budgeting restraints imposed upon the City or its departments.

- F. To the extent possible, additional time off, required under Paragraph E. of this Article, shall be scheduled to extend the employee's normal weekend, and at least twenty-four (24) hour notice of the scheduling of such additional time off shall be given to the employee.

G. Physical Fitness Incentive Program.

The City of Fallon recognizes the importance of our officers to maintain a level of fitness that will keep them physically able to perform the requirements of their jobs.

The goal of the Physical Fitness Incentive Program is to establish a fitness and incentive program to encourage department members to exercise regularly and maintain a healthy lifestyle. By encouraging officers to maintain a minimum level of fitness, the department aims to promote the general wellness of our officers, decrease the incidents of injury and promote in them great confidence and ability in performing their daily activities.

1. Effective July 1, 2012, and semi-annually thereafter, sworn employees will be provided the opportunity to participate in a physical fitness test based on the Nevada POST Physical Fitness Test (PFT). Employees meeting the Nevada POST Physical Fitness Test Standards for the Certification for a Category I Peace Officer will receive an incentive of twelve (12) hours of compensatory time.
2. If an employee is unable to participate in the scheduled PFT test due to illness, injury, vacation, court, or other reasonable conflict, the employee may request, in writing a make-up test without penalty so long as the makeup test is completed and passed at the next scheduled make-up test date.
3. Scheduling of the PFT testing, makeup tests and/or retests shall be determined by the Chief of Police or his designee.
4. Recognizing that participation in this incentive program is purely voluntary, those employees who opt not to participate or do not meet the minimum PFT Standards, will not be deemed "physically unfit for duty."

ARTICLE XV.

HOLIDAYS

- A. The City shall recognize no legal holidays, except those

established by the Nevada State Legislature, as set forth in the Nevada Revised Statutes.

- B. The treatment of and compensation of employees for work performed on such holidays shall be in accordance with the NRS 236.015.

Holidays shall include:

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

Any day that may be appointed by the President of the United States, the Governor of the State of Nevada, or the Fallon City Council for public fast, thanksgiving or as a legal holiday except for any Presidential appointment of the fourth Monday in October as Veteran's Day.

If January 1, July 4, October 31, November 11 or December 25th falls upon a: Sunday, the Monday following must be observed as a legal holiday. Saturday, the Friday preceding must be observed as a legal holiday.

For employees whose normal work schedule includes Saturdays, Sundays and Holidays: should any of the above holidays fall on an employee's regular day off, those employees shall be entitled to observe those holidays on the day preceding or the day following their regular days off, depending on staff demands; otherwise, those employees shall be paid holiday pay on the actual holiday.

1. Any employee of the City who is required to work on any of the above-named holidays, due to an emergency or orders of the Department Head, shall be granted 8 hours of holiday pay. That pay is separate and independent of the employee's scheduled shift. Hours actually worked on the holiday will be paid at the rate of one and one-half times (1-1/2) the employee's normal hourly pay rate.

## ARTICLE XVI.

### VACATION

- A. All employees who are employed on a full-time basis shall accrue vacation time in accordance with the following schedule:

Continuous Service	Annual Accrued <u>Hours</u>
<u>1<sup>st</sup> through 4<sup>th</sup> years</u>	96 hours



<u>5<sup>th</sup> through 9<sup>th</sup> years</u>	136 hours
<u>10<sup>th</sup> through 14<sup>th</sup> years</u>	168 hours
<u>15<sup>th</sup> through 24 years</u>	192 hours
<u>25<sup>th</sup> years and thereafter</u>	<u>216 hours</u>

On an employee's 15<sup>th</sup> and 20<sup>th</sup> year anniversary dates, he shall receive an additional 40 hours of vacation for those years for a total of two hundred thirty-two (232) hours of vacation. On the employee's 16<sup>th</sup> and 21<sup>st</sup> anniversary, the vacation of two hundred thirty-two hours (232) shall revert back to one hundred ninety-two (192) hours consistent with the other sections of this agreement.

<u>Continuous Service</u>	<u>Annual Accrued Hours</u>
1 <sup>st</sup> through 4 <sup>th</sup> years	12 Days
5 <sup>th</sup> through 9 <sup>th</sup> years	17 days
10 <sup>th</sup> through 14 <sup>th</sup> years	21 days
15 <sup>th</sup> through 24 years	24 days
25 <sup>th</sup> years and thereafter	27 days

On an employee's 15<sup>th</sup> and 20<sup>th</sup> year anniversary dates, he shall receive one (1) additional week (5 days) of vacation for those years for a total of twenty-nine (29) days of vacation. On the employee's 16<sup>th</sup> and 21<sup>st</sup> anniversary, the vacation of twenty-nine (29) days shall revert back to twenty-four (24) days consistent with the other sections of this agreement.

Additionally, the City shall provide an additional one-time payment of forty (40) hours of vacation to each employee upon completion of twenty-five (25) years of service with the City.

- B. Part-time employees who work at least twenty (20) hours per week shall accrue vacation time in accordance with the schedule contained in the preceding Paragraph of the Article, pro-rated on the basis of the relationship between the number of hours worked per week by such employee and the normal full-time workweek of forty (40) hours.
- C. Probationary employee shall accrue vacation time in accordance with the schedule contained in Paragraph A of this article, but no vacation time may be taken by any such employee until after completion of six (6) months of service with the City.
- D. Vacation time may be taken only with the approval of management.

- E. At the end of any fiscal year, employees who reach or exceed the maximum accrual of two hundred forty (240) hours, shall be allowed a reasonable amount of time to schedule time off to reduce their vacation leave balance.
- F. Any permanent employee whose employment is terminated shall be paid for all vacation time accrued at the time of such termination; in the event that such termination is caused by the death of the employee, such payment shall be made to his heirs, executors, administrator or assigns.
- G. Annual leave requests shall be awarded based on seniority with the police department and in said officer's current rank structure.

XVII.

SICK LEAVE

- A. Ninety-six (96) hours of sick leave shall be granted for each twelve (12) months of employment, up to a total accumulation of one thousand four hundred forty (1,440) hours.
- A. Twelve (12) working days of sick leave shall be granted for each twelve (12) months of employment, up to a total accumulation of one hundred eighty (180) working days.
- B. Sick leave may be granted to an employee during his probationary period as it is accrued. Sick leave need not be used for dental care unless unusual absences are necessary, or the employee is required to be hospitalized. Sick leave will not be allowed for illness, injury or other physical disability resulting from misconduct or excessive use of alcohol or narcotics. No sick leave benefits of any kind will be granted after termination of employment.
- C. Sick leave may be used in cases of serious illness in any employee's immediate family requiring his attendance and shall be for the actual time required. Sick leave can be used to take care of whomever an employee deems important.
- D. An employee who is receiving workmen's compensation may, at his option, take sufficient sick leave to make up the difference between the workmen's compensation payment and his regular wage. When his sick leave account is exhausted, he will receive workmen's compensation payments only.
- E. Employees claiming sick leave may be required to file competent written evidence that they have been absent



as authorized. If employees have been incapacitated for a major portion of the sick leave time taken, they may be required to provide evidence of being physically, mentally or emotionally able to perform their duties before returning to work. Claiming sick leave when physically fit or when not otherwise eligible for sick leave within the provision of this section may be cause for disciplinary action, including cancellation of sick leave benefits, suspension, demotion or termination. When sick leave is needed, the employee shall notify his department head or other superior if the department head is not available. Such notice shall be given at the earliest possible time and preferably before the start of the scheduled working hours. Failure to make a diligent effort to give such notice may result in payroll deduction for the time taken.

- F. Employees retiring from City service under Nevada Public Employees Retirement System shall be entitled at the time of retirement to a lump-sum payment of accrued sick leave on the following basis:

Years of Employment with the City	Percentage of accrued sick leave allowed for payment
Less than 10 years	35%
10 to 20 years	50%
over 20 years	75%

- G. Employees who reach the maximum accrual of one thousand four hundred forty ~~(1,440) hours~~ shall be granted an additional eight (8) hours, of vacation time for each sixteen (16) hours of sick leave accrued beyond ~~1,440~~ hours. Each conversion of sick leave to vacation shall return the employee's balance to the ~~1,440 hours~~ maximum and will not otherwise increase the maximum accrual.

## ARTICLE XVIII

### VOLUNTARY LEAVE DONATION

Employees may donate leave from their accrued balances to other employees who have suffered an extended illness or injury, subject to the following conditions:

1. Donations shall be no less than one (1) day increments.
2. All donations of leave shall be strictly voluntary and recognized on a case by case basis.

3. The Chief of Police shall monitor and administer the Leave Program.
4. This article shall not be used as the basis for additional leave accrual requests.

#### ARTICLE XIX

#### MILITARY LEAVE

Employees shall be entitled to military leave, as now or hereafter authorized by law, to participate in National Guard or other military training. There shall be no loss of seniority, sick leave or annual leave rights during such leave. An employee shall receive his regular pay, not to exceed fifteen (15) calendar days per year, while on such leave. Where required by the nature of an employee's military obligation, leaves without pay in excess of fifteen (15) calendar days may be granted for military service in time of war, national or state emergency, as proclaimed by the proper federal or state authorities, with reinstatement to be made at the expiration of such required period of leave as now or hereafter authorized by law.

#### ARTICLE XX

#### BEREAVEMENT LEAVE

- A. Any employee shall be entitled to bereavement leave, not-to-exceed three (3) days, upon the death of any person important to the employee.
- B. Bereavement leave shall not be charged against an employee's other leave balances.
- C. Additional bereavement leave may be allowed by management, but such additional leave shall be charged against the employee's accrued sick leave time, compensatory time or annual leave time, in that order.

#### ARTICLE XXI.

#### UNION LEAVE

On July 1st of each year, the Union shall be credited with forty (40) hours of administrative leave to be used for Union business by employees during working hours without loss of pay. The Chief's approval must be obtained before administrative leave may be used, but such approval may not be unreasonably withheld. It is understood the work needs of the City shall be recognized when granting leave. Administrative leave is separate and distinct from release time for negotiations. When the City and Union agree to conduct negotiations during normal work hours, the City shall allow release time, with pay, to those employees who are members of the Unions negotiation committees. Administrative leave will not be used for researching or handling a specific grievance.

#### ARTICLE XXII.

#### GRIEVANCE PROCEDURES

- A. Any grievance, which may arise between Association, or any of its members, and the City, with respect to the interpretation or application of any of the terms of this



Agreement shall be determined by the provisions of this Article. The Association can assert a grievance if it affects more than one member of the Association.

B. Definitions:

1. A grievance is a complaint by an employee based upon an alleged violation, misrepresentation, inequitable application or misapplication of a specific provision of the Agreement. The Grievance procedure set forth herein shall not be available for or utilized in any matter involving employee discipline and discharge, which is subject to appeal pursuant to Article XXVII of this agreement.
  2. An aggrieved person is an employee asserting a grievance.
- C. The proceedings and actions taken as a result of the initiation and processing of a grievance pursuant to this Article shall be kept as confidential as may be appropriate at any level of the procedure.

STEP 1.

The employee concerned must within ten (10) working days from the day he knew, or should have known, of the act or condition on which the grievance is based, informally take up the grievance with his supervisor to whom he is directly responsible. If the employee does not present the grievance within the ten (10) working days as provided above, the employee shall be deemed to have waived the grievance of the act or condition.

STEP 2.

If within ten (10) working days after the grievance is first taken up, and the aggrieved person is not satisfied with the disposition of the problem through informal procedures, he shall submit the claim as a formal grievance in writing to his supervisor. The supervisor shall within ten (10) working days render a decision and the reasons therefore in writing to the aggrieved person, with a copy to the Police Chief, or his designee.

STEP 3.

If the Grievance is not settled at STEP 2, it may be submitted

in writing to the Police Chief, or his designee within ten (10) working days after receipt of the supervisor's written decision. In the event that the supervisor shall fail to act within the time allotted, the grievance shall be submitted to the Police Chief, or his designee, within ten (10) working days of the date said decision was due. Within ten (10) working days after receipt of the written appeal for a hearing, the Police Chief, or his designee, shall meet with the aggrieved employee for the purpose of resolving the grievance. The Police Chief, or his designee, shall within ten (10) working days of the meeting render his decision and the reasons therefore in writing to the aggrieved employee, Supervisor, and the Mayor.

#### STEP 4.

If the grievance is not settled at STEP 3, it may be submitted in writing to the Mayor, or his designee, within ten (10) working days after receipt of the Police Chief's written decision. In the event that the Police Chief, or his designee, shall fail to act within the time allotted, the grievance shall be submitted to the Mayor, or his designee, within ten (10) working days of the date said decision was due. Within ten (10) working days after receipt of the written appeal for a hearing, the Mayor, or his designee, shall meet with the aggrieved employee for the purpose of resolving the grievance. The Mayor, or his designee, shall, within ten (10) working days of the meeting render his decision and the reasons therefore in writing to the aggrieved employee and the Police Chief.

#### STEP 5.

If the grievance is not settled at STEP 4, it may be submitted in writing to the City council within ten (10) working days after receipt of the Mayor's, or his designee's written decision. Within twenty (20) working days after receipt of the written appeal for a hearing, the City Council shall meet with the aggrieved employee for the purpose of resolving the grievance. The City Council, within ten (10) working days of the hearing shall render their decision and reasons therefore in writing to the aggrieved employee and the Police Chief.

#### STEP 6.

If the grievance is not settled at STEP 5, the grievance may be

submitted to arbitration within ten (10) working days of the date of the receipt of the written decision of the Mayor, or their designee, or the date the decision was due, whichever event occurs first, by either party upon written notice of the other party. Within fifteen (15) working days, the arbitrator shall be selected from a list of seven (7) names supplied by the American Arbitration Association. In selecting the arbitrator, each party shall alternate in removing one (1) name from the list until only one (1) name remains. A coin toss shall decide which party shall strike the first name.

The Arbitrator so selected shall confer promptly with the Mayor or his designee, and the aggrieved employee, shall review the record of prior hearings, and shall hold further hearings with the aggrieved employee and such other parties in interest as the arbitrator shall deem requisite.

- D. The arbitrator's decision, which shall be final and binding on the parties, shall be rendered within thirty (30) days after a transcript, if required, is submitted. The arbitrator shall not have the authority to modify, amend, alter, add to or subtract from any of the provisions of this Agreement.
- E. The provisions of this Article shall apply only to grievances arising after the effective date of this Agreement; any grievances pending on the effective date of this Agreement shall be processed and resolved in accordance with the practices and procedures of the City in effect prior to this Agreement. If the grievance does not meet the time steps, the grievance is to be considered terminated.
- F. Notwithstanding the aforementioned procedure, any individual employee shall have the right to present grievances to the City and to have such grievance adjusted without the intervention of the Association, provided that the adjustment shall not be inconsistent with this Agreement. Written notification of action taken will be provided to the Association.

#### ARTICLE XXIII.

#### DISCIPLINE AND DISCHARGE

- A. The tenure and status of each employee is conditioned upon compliance with reasonable standards of personal conduct and job performance; failure of an employee to conform to such standards shall be grounds for appropriate

disciplinary action against or discharge of such employee. Disciplinary action or discharge may be based upon violations of the provisions of the Nevada Revised Statutes, the Fallon Municipal Code, the General Orders of the Fallon Police Department or other rules, regulations and policies duly adopted by the City; in addition thereto, disciplinary action or discharge may be based upon any of the following grounds:

1. Failure of the employee to perform any required duties.
2. Disability of the employee.
3. Unexcused absence or habitual tardiness of the employee.
4. Abuse by the employee of the property or equipment of the City.
5. Substandard performance by the employee.
6. Commission by the employee of a felony or other public offense involving moral turpitude.
7. Failure of the employee to report completely and truthfully all acts or statements of the employee while engaged in the performance of his official duty.
8. Any false statement made by the employee in his application for employment or other proceedings relating to his being hired by the City.
9. Any other act which is incompatible with service to the public, or which tends to bring the City or the Fallon Police Department into disrepute or lessen the ability of the Fallon Police Department to perform its lawfully mandated functions.

B. "Discipline," as used in this Article, shall mean:

1. Written reprimands, which shall consist of a written statement of the basis for such reprimands and which shall be placed in the employee's personnel file.

2. Short suspensions, which shall consist of suspensions from duty, without pay, for a period of less than three (3) days.
  3. Longer suspensions, which shall consist of suspensions from duty, without pay, for a period of three (3) days or more.
  4. Demotion is defined as any employee who is reduced in rank.
  5. Discharge, as used in this Article, means the permanent termination of an employee's employment with the City.
  6. No other action taken by the City or its officers or employees with respect to any employee shall be considered "discipline" for purposes of this Article.
- C. The provisions of this Article shall not apply to any employee of the City who is a probationary employee or on probationary status, as set forth in Paragraphs A or C. of Article VI. above.

ARTICLE XXIV. WRITTEN REPRIMANDS

- A. All written reprimands shall be served on the employee, with a copy of said reprimand to be placed in the employee's personnel file.
- B. In the event that the employee disagrees with the reprimand, he may request a review thereof by the Chief of Police or his designee, by requesting such review, in writing, not more than three (3) working days following his receipt of the written reprimand, which request shall set form the basis for the employee's disagreement; within three (3) working days after receipt of such request, and upon such investigation and inquiry as he may deem appropriate, the Chief of Police or his designee, shall respond, in writing, to the employee's request; copies of the employee's request and the response of the Chief of Police or his designee, shall be included in the employee's personnel file; the response of the Chief of Police or his designee, shall be final.
- C. A written reprimand shall be effective for a period of twelve

(12) months from the date thereof, and shall thereafter be sealed, together with any related materials included in the employee's personnel file under the preceding Paragraph of this Article, and shall have no further effect, save and except that said written reprimand may be reopened and used in any subsequent discharge proceeding against the employee or in any litigation arising therefrom or in any litigation arising out of the events giving rise to the reprimand or any litigation respecting the actions or conduct of the employee during his employment by the City.

ARTICLE XXV.

SUSPENSIONS AND DEMOTIONS

- A. Prior to the imposition of any discipline defined in Subparagraphs B.2., B.3., or B.4., of Article XXIII above, the Chief of Police or his designee, shall serve a written notice upon the employee setting forth the proposed disciplinary action, which notice shall include:
  - 1. A statement of the charges upon which the proposed disciplinary action is based.
  - 2. A summary of the evidence upon which the charges are based.
  - 3. A statement advising the employee of his right to inspect and copy all evidence in the possession of the department in support of the charges.
  - 4. An explanation of the employee's right of appeal, as hereinafter set forth.
  - 5. A statement informing the employee of his right to representation in all subsequent proceedings.
- B. Within ten (10) working days after service on the employee of the notice described in the preceding Paragraph of this Article, the employee or his representative, may request, in writing, a meeting with the Chief of Police, to answer the charges contained in such notice and to present any evidence in opposition thereto and any argument in opposition to the proposed disciplinary action.
- C. Upon receipt of a request, as described in the preceding Paragraph of this Article, the Chief of Police shall fix the date and time, not more than ten (10) working days after the receipt of such request, for a meeting with the employee, or his representative.

- D. The meeting shall be informal, and the formal rules of evidence shall not apply; the employee, or his representative, may appear at the meeting and present evidence and argument in opposition to the charges and the proposed disciplinary action.
- E. Within ten (10) working days of the meeting, the Chief of Police shall serve upon the employee, or his representative, a decision, in writing, affirming, amending or reversing the proposed disciplinary action.
- E. All records of short suspensions, and any proceedings related thereto under this Article, shall be sealed three (3) years after the completion of such suspension; all records of longer suspensions and demotions, and any proceedings related thereto under this Article, shall be sealed five (5) years after the completion of such suspension or demotion, such records, after being sealed, shall have no further effect, save and except that said records may be reopened and used in any subsequent discharge proceedings against the employee or in any litigation arising therefrom or in any litigation arising out of the event or events giving rise to the suspension or demotion or any litigation respecting the actions or conduct of the employee during his employment by the City.

#### ARTICLE XXVI.

#### DISCHARGE

- A. Prior to the discharge of any employee, the Chief of Police or his designee, shall serve a written notice upon the employee setting forth the proposed discharge, which notice shall include:
  - 1. A statement of the charges upon which the proposed discharge is based.
  - 2. A summary of the evidence upon which the charges are based.
  - 3. A statement advising the employee of his right to inspect and copy all evidence in the possession of the department in support of the charges.
  - 4. An explanation of the employee's right of appeal, as hereinafter set forth.
  - 5. A statement informing the employee of his right to



representation in all subsequent proceedings.

- B. Within ten (10) working days after service on the employee of the notice described in the preceding Paragraph of this Article, the employee or his representative may request, in writing, a meeting with the Chief of Police to answer the charges contained in such notice and to present any evidence in opposition thereto and any argument in opposition to the proposed discharge.
- C. Upon receipt of a request, as described in the preceding Paragraph of this Article, the Chief of Police shall fix the date and time, not more than ten (10) working days after the receipt of such request, for a meeting with the employee, or his representative.
- D. The meeting shall be informal, and the formal rules of evidence shall not apply; the employee or his representative may appear at the meeting and present evidence and argument in opposition to the charges and the discharge.
- E. Within ten (10) working days after the meeting, the Chief of Police shall serve upon the employee, or his representative, a decision, in writing, affirming, amending or reversing the discharge.

## ARTICLE XXVII.

### APPEALS

- A. Any party dissatisfied with a final determination of the Chief under Article XXV.E. or Article XXVI.E. above may appeal such determination to the Mayor, by filing a Notice of Appeal with the City Clerk, or his designee, not more than ten (10) working days after the date of service of such determination, as specified in Article XXV.E. and Article XXVI.E. above.
- B. Any party may request a meeting with the Mayor within ten (10) working days of filing notice. The Mayor may request pertinent documents and hold an informal meeting with all parties concerned. A written decision shall be provided within ten (10) working days of the

actual meeting.

- C. Any party dissatisfied with the determination of the Mayor under Article XXVII.B. above may appeal such determination to the City Council by filing a Notice of Appeal with the City Clerk not more than ten (10) working days after the date of service of such determination as specified in Article XXVII.B. above.
- D. Upon receipt of a Notice of Appeal, as specified in the preceding Paragraph of this Article, the Mayor shall transmit the Notice of Appeal, together with all other papers and documents in his possession relating to the appeal, to the City Clerk.
- E. Upon receipt of the Notice of Appeal specified in the preceding Paragraph of this Article, the City Clerk shall at the next regularly scheduled City Council meeting advise, in Executive Session, the City Council of the receipt of the Notice of Appeal. Within ten (10) working days of the City Council meeting where the City Council was advised of the Notice of Appeal, the City Council, or its designee, shall give notice to the representative of the Peace Officers Association of its appointment to the Appeals Board. The Peace Officers Association shall also, within ten (10) working days of the City Council meeting, meet and have its representative appoint one (1) member to the Appeals Board. The two (2) representatives shall jointly agree upon the selection of a third member in order to comprise the three (3) member Appeals Board.
- F. The Appeals Board shall, within thirty (30) days from the date the final member of the Appeals Board is appointed, convene for the purpose of hearing the appeal. The City Clerk shall forthwith notify the employee, or his representative, the Chief of Police or his designee, the Mayor, all members of the City Council and the City Attorney of the date and time fixed for such hearing.
- G. The hearing before the Appeals Board shall be a hearing de novo, and formal rules of evidence shall not apply; employee, or his representative, and the Chief of Police or his designee, represented by the City Attorney, may appear at the hearing and present evidence, witnesses and argument in support of and in opposition to the appeal. A record of the hearing before the

Appeals Board shall be made, by recording or stenographic transcription as determined by the City Council. The cost of such record shall be borne by the City.

- H. Any party dissatisfied with the decision of the Appeals Board may appeal that decision to the City Council, by filing a notice of appeal with the City Clerk not more than ten (10) working days after the date of service of the decision of the Appeals Board. The City Clerk shall, upon receipt of such notice of appeal, ascertain the cost of obtaining a transcript of the hearing before the Appeals Board, and shall notify the party filing the notice of appeal of such cost. The party filing the notice of appeal shall, within ten (10) days, deposit with the City Clerk the cost of such transcript. Upon receipt of the transcript, the City Clerk shall notify all parties of its receipt and shall provide copies thereof to all members of the City Council.
- I. Review of the City Council shall be on the record made before the Appeals Board, provided, nevertheless, that the City Council may require the presentation of additional testimony and evidence and/or oral argument in support of and in opposition to the appeal. Notice of such further proceedings shall be given to all parties not less than ten (10) working days prior to such proceedings.
- J. The City Council shall, within thirty (30) days after receipt of the transcript referred to in Paragraph G. of this Article or within thirty (30) days after further proceedings permitted under the preceding Paragraph of this Article, serve upon the employee, or his representative, the Chief of Police or his designee, and the City Attorney, a decision affirming, modifying or reversing the decision of the Appeals Board. The decision of the City Council shall be in writing and shall state in full the reasons for the decision. The decision of the City Council shall be final except for judicial review. All hearings required under this Article may be continued, for good cause shown, upon application of any party entitled to notice thereof; such application shall be addressed to the City Council and the City Council shall, within its sole and exclusive discretion, grant or deny such applications.

#### ARTICLE XXVIII.

#### MAINTENANCE OF BENEFITS

- A. All benefits of employment currently provided by the City to its employee and specifically set forth or altered by this Agreement shall remain in full force and effect during the term of this Agreement, except as hereinafter set forth in this Article.

- B. In the event that the City should determine, during the term of this Agreement, that any existing employee benefits must, because of extraordinary circumstances, be modified or eliminated, then and in that event, notice of such modification or elimination of benefits shall be given to the Association by the City, together with a statement of the extraordinary circumstances requiring such modifications or elimination.
- C. The Association may, within thirty (30) days following the receipt of any notice given in accordance with the preceding Paragraph of this Article, request a meeting with the Mayor concerning such proposed modification or elimination of benefits.
- D. Following the meeting described in the preceding Paragraph of this Article, the Mayor may affirm, modify, or reverse the modification or elimination of employee benefits; this decision of the Mayor shall be in writing, serviced upon the Association and shall be final, except for judicial review.

#### ARTICLE XXIX.

#### NO STRIKE CLAUSE

The Association will not promote, sponsor, or engage against the City, any strike slowdown, interruption of operation, stoppage of work, absence from work upon any pretext or excuse not founded in fact, or by any other intentional interruption of the City, regardless of the reason for doing so, and will use its best efforts to induce all employees covered by this Agreement to comply with this pledge.

#### ARTICLE XXX.

#### DEFINITIONS

- A. As used in this Agreement, the following terms shall have the meaning herein ascribed to them:
  - 1. "Management" shall mean the Chief of Police of the City of Fallon, together with such officers of the Fallon Police Department as may be, from time to time, designated by the Mayor of the City of Fallon as supervisors or managers within the Fallon Police Department.
  - 2. "Department" shall mean the Fallon Police Department. "Employee" shall mean all sworn officers of the Fallon Police Department of the rank of Patrolman, Sergeant and Lieutenant.

3. "Permanent employee" shall mean any employee who has completed his initial probation and is not serving a period of disciplinary probation.
  4. "Days" shall mean employee workdays when related to any action required by an employee and shall mean weekdays when related to any action required by the City, the department or management.
- B. As used in this Agreement, the masculine form of pronouns shall include the feminine.

ARTICLE XXXI. SEVERABILITY

- A. If any Article, paragraph or clause of this Agreement is held to be invalid by a court of competent jurisdiction, all remaining Articles, paragraphs and clauses shall continue in full force and effect.
- B. All provisions of the laws of the State of Nevada and the provisions of the Fallon Municipal Code relating to the subject matters contained in this Agreement shall continue to apply to the City and employees unless such laws or provisions are contrary to the terms hereof.

ARTICLE XXXII. ASSOCIATION RIGHTS

- A. The Association may place a bulletin board in the squad room, so the Association may post materials relating to its business.
- B. The City shall provide space in the squad room for the placement of a filing cabinet(s) necessary for the Association to perform its activities.
- C. Association members/representatives shall be permitted to use City phones to make and receive Association related telephone calls, provided that the telephone use does not incur additional expense to the City or interfere with the operation of the City.

ARTICLE XXXIII. LAYOFFS

- A. If the City finds it necessary to reduce the City workforce due to a lack of funds or lack of work, the City may lay off employees pursuant to this article.
- B. The City shall notify the Association and the employees thirty (30) days prior to actual layoff date.
- C. Employees shall be laid off, in the order of departmental seniority. In lieu of being laid off, an employee may elect to temporarily demote to a lower departmental position for which they are qualified.
- D. The name of every employee laid off or demoted must be placed on the appropriate reemployment list. All employees subject to lay off shall have precedence over any other individual applying for a position, providing they keep the City advised of their current address. Appointments, of employees subject to lay off, shall be made in reverse order of lay off and the reappointed employee must report to work within two (2) weeks or lose the opportunity for re-employment under this Article.
- E. Employees rehired, within six (6) months after their layoff, will be entitled to reinstatement of all accrued leave, which has not been compensated for, that the employee was entitled to at the time of their lay off.

ARTICLE XXXIV. TERM OF AGREEMENT

This Agreement shall become effective on the first (1st) day of July 2018, and shall expire the thirtieth (30th) day of June 2021.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

CITY OF FALLON

By \_\_\_\_\_

Mayor

FALLON PEACE OFFICERS ASSOCIATION

By \_\_\_\_\_

Jose Perez, F.P.O.A.

By \_\_\_\_\_

Chris Decker, F.P.O.A



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF FALLON

AND THE

FALLON PEACE OFFICERS ASSOCIATION

DURATION

JULY 1, 2018 - JUNE 30, 2021

## AGREEMENT

### ARTICLE I. PARTIES

This Agreement is made by and between the City of Fallon, a municipal corporation of the State of Nevada, hereinafter referred to as "City", and the Fallon Peace Officers Association, a bargaining unit as defined in Nevada Revised Statutes (NRS) 288.028, hereinafter referred to as "Association" and is effective from July 1, 2018, to June 30, 2021.

### ARTICLE II. AUTHORIZED AGENTS

For purposes of this Agreement, the following are the authorized agents of the parties:

- A. For the City:  
Mayor, City of Fallon  
Fallon City Hall  
Williams Avenue  
Fallon, Nevada 89406
- B. For the Association:  
Fallon Peace Officers  
Assoc. Negotiating  
Committee P. O. Box 1731  
Fallon, Nevada 89406

### ARTICLE III. RECOGNITION

The City recognizes the Fallon Peace Officers Association as the sole collective bargaining agent for all sworn officers under the rank of Captain who are employed by the City within the Fallon Police Department.

### ARTICLE IV ASSOCIATION DUES

The City agrees to deduct from the salaries of employees who are members of the Association and to remit the same to such officer as may be designated by the Association all dues which may, from time to time, be required by the Association for employee membership therein, provided that:

- A The association shall submit to the City a complete listing of all members of the Association, which said listing shall continue in full force and effect until an amended listing is submitted to the City.

- B. That such deductions shall be made only with respect to employees whose names appear in the listing or listings described in the preceding Subparagraph and only with respect to such employees who have executed and delivered to the City a written authorization for such deduction, which said written authorization shall be on a form prepared by the City.
- C. The Association shall certify to the City, in writing, the amount of dues for each member of the Association and shall further certify to the City any changes in amount of such dues not less than thirty (30) days prior to any such change.
- D. The Association shall indemnify the City against any and all liability arising from any action taken by the City under the provisions of this Article.

#### ARTICLE V. RIGHTS OF CITY EXEMPTED FROM AGREEMENT

The City retains, solely and exclusively, all of the rights, power, and authorities held or exercised prior to the execution of this Agreement, save and except as herein expressly limited, including, without limitation, those matters enumerated in NRS 288.150(3), NRS 288.150(4) and NRS 288.150(5). All existing provisions of the Fallon Municipal Code and the General Orders of the Fallon Police Department, not inconsistent therewith, are hereby ratified and confirmed.

#### ARTICLE VI PROBATIONARY PERIODS

- A. Upon initial employment or re-employment, all employees shall serve a probationary period of twelve (12) months, during which time the employee may be discharged from his employment without cause, hearing, or right of appeal. Such probationary period may be extended, for cause, subject to the employee's right of appeal, as hereinafter specified. Employees that are required to attend a basic POST Academy will have their probationary period extended twelve (12) months from their date of graduation.
- B. Upon promotion of any employee to a classification with a higher salary schedule, the employee so promoted shall serve a probationary period of twelve (12) months, during which time such employee may be returned to his previous classification without cause, hearing or right of appeal. Such probationary period may be extended, for cause, subject to the employee's right of appeal, as hereinafter specified.

- C. As a disciplinary measure and in lieu of discharge, under circumstances which would justify such discharge, an employee may be placed on terminal probation for a period not-to-exceed twelve (12) months, provided that such discipline is imposed in accordance with the terms of this Agreement, during which time such employee may be discharged from his employment without cause, hearing or right of appeal.

## ARTICIEVII.

### SALARIES

Effective July 1, 2018, employees shall receive a salary increase of 3.1% above the attached pay schedule as determined in accordance with the U.S. Department of Labor Bureau of Labor Statistics Consumer Price Index (Western Urban) as set in December 2017.

Effective July 1, 2019, employees shall receive a salary increase which shall be determined in accordance with the U.S. Department of Labor Bureau of Labor Statistics Consumer Price Index (Western Urban) as set in December 2018. In no event shall the increase be less than Two Percent (2%) nor more than Four Percent (4%) per year.

Effective July 1, 2020, employees shall receive a salary increase which shall be determined in accordance with the U.S. Department of Labor Bureau of Labor Statistics Consumer Price Index (Western Urban) as set in December 2019. In no event shall the increase be less than Two Percent (2%) nor more than Four Percent (4%) per year.

- A The City shall pay all Public Employee's Retirement System payments during the term of this Agreement.
- B. Employees shall be paid a shift differential of six percent (6%) for those employees assigned to Swing Shift or the Cover Shift, and a differential of eight percent (8%) for employees assigned to Graveyard Shift, except that employees shall be paid for those hours on their assigned shift that occur before or after the time assigned to "day shift" hours. Employees shall be paid a shift differential of six percent (6%) for those employees assigned to work between 1400 hours and 2200 hours, and a differential of eight percent (8%) for employees assigned to work between 2200 hours and 0600 hours.
- C. The City shall compensate each employee who is placed in a stand-by status, two dollars (\$2.00) per hour for each hour assigned to stand-by.
- D. Any Peace Officer assigned to perform training of other officers by the Chief of Police shall be entitled to receive an additional Five Percent (5%) of his regular pay for actual time spent training.

- E. Special Assignment Pay - An employee will receive an additional five percent (5%) of his regular pay for assignment to Detective, Task Force Investigator or SRO.
- F. Spanish Speaking Incentive Pay - An employee shall receive \$250.00 annually with proficiency based on being conversant in Spanish.
- G. Employees hired that are required to attend the basic POST Academy will receive a wage 10% less than Grade 8, Step A. Upon successful graduation from the academy, the employee will advance to Grade 8, Step A.

#### ARTICLE VIII.

#### SALARY INCREASES

For the duration of this contract permanent employees shall receive step increases in salary at the start of the payroll period after which either of the following shall have occurred:

- A Twelve (12) months from the date of initial employment. Each employee's original hire date shall be the employee's anniversary date. In the eventuality of a promotion, the original hire date will remain as the anniversary date. When the probationary period associated with the promotion has successfully passed, the increased compensation that should have come as a result of passing one's anniversary date while the individual was on probation, will be paid in a lump sum.
- B Twelve (12) months from the date of any previous step increase. Step increases shall be based upon merit and shall not be considered as longevity increases. Any period of probation imposed under Article VI. C. above shall be excluded in computing the time periods hereinabove set forth in this Article.

Any period of extended probation under Article VI. A., or Article VI. B above shall be excluded in computing the time periods hereinabove set forth in this Article.

Any period of extended probation under Article VI. A., or Article VI. B above shall be excluded in computing the time periods herein above set forth in the Article. In the event that an employee is denied a step increase for which he would be eligible under the terms of this Article, the employee shall be informed, in writing, of the reason for such denial. Such denial is subject to appeal by the employee under the procedure hereinafter set forth.

## ARTICLE IX

### HEALTH INSURANCE

- A. The City shall continue its policy of permitting employees to participate in the group health plans offered to all City employees, and the City will continue to pay the employee's portion of the City's base policy or an equivalent amount toward the approved health plan.
- B. Dependents of employees may be included in said group health insurance plan, provided:
  - 1. Such dependents qualify for coverage under said plan;
  - 2. Such dependent coverage is available under said plan;
  - 3. The employee requests such dependent coverage in writing; and
  - 4. The employee agrees to pay all premiums charged for such dependent coverage, which said premiums shall be deducted from the employee's salary, pro-rated on an annual basis.
- C. The City agrees to implement a plan under Section 125 of the Internal Revenue Code to permit employees to avail themselves of the insurance tax benefits provided in that Section; in the event that any tax deduction taken by any employee under such plan shall be disapproved or disallowed by the Internal Revenue Service, the employee so affected shall indemnify the City against any and all liability as a result thereof.
- D. Employees who are unable to schedule their yearly Heart/Lung exam as provided for in NRS during their normal working hours shall be compensated at the overtime rate for actual hours required for the exam(s).
- E. At the request of an employee, who is assigned to Range Duties for a period of thirty (30) days or more, the City shall provide Hearing and Lead Level tests at City expense.
- F. The City shall establish a City-wide joint labor/management health insurance advisory committee, comprised of two (2) labor representatives selected by the Association; two (2) management representatives; and two (2) labor representatives selected by any other recognized bargaining unit. The labor representatives shall serve without loss of compensation. The joint labor-management health insurance committee shall meet at least quarterly.

The City shall establish a City-wide joint labor-management safety advisory committee, comprised of two (2) labor representatives selected by the Association; representatives selected by any other recognized bargaining unit. The labor representatives shall serve without loss of compensation. The joint labor/management safety committee shall meet at least quarterly.

#### ARTICLE X. UNIFORM ALLOWANCE

- A. Upon initial employment, each employee shall be provided with uniforms, leather goods and safety items required for the performance of the employee's duties at the sole cost and expense of the City.
- B. Such items shall be maintained and replaced by the employee, as required, at the sole cost and expense of the employee.
- C. Twelve (12) months after the initial employment of the employee, the City agrees to pay to the employee fifty percent (50%) of the uniform allowance established in Subparagraph D. below as partial reimbursement of the sums expended by the employee under the provisions of Subparagraph B. above.
- D. Commencing one (1) year after his initial employment, the City agrees to pay to each employee the sum of one thousand three hundred fifty dollars (\$1,350.00) per year for uniform care, maintenance and replacement, said sum to be paid by separate check on the first payday in July of each year. The City shall recognize their obligation to provide this allowance, as designated, in a timely manner.
- E. Upon request by an employee and at the discretion of the Chief of Police, the City shall be authorized to repair or replace items of personal property which have been damaged while the employee is on duty. This section is not intended to provide for repair or replacement of items damaged through negligence on the part of the employee. The intent of this section is to provide relief when items such as, but not limited to the following are damaged as a result of unusual circumstances such as physical assault: eye-glasses, watches, dentures, and clothing. It is also at the discretion of the Chief of Police as to the value placed on the items which are being repaired or replaced.

#### ARTICLE XI ACTING PAY

- A. Any employee may be temporarily assigned to serve in an acting capacity in a position higher in pay grade than that in which such employee is regularly employed.



- B. An employee assigned to fill the position of the absent employee shall receive ten percent (10%) over and above his/her regular salary for the time so assigned.

ARTICLE XII. EDUCATIONAL INCENTIVE PAY

- A. The City shall provide full reimbursement for the tuition fees and course required books up to two thousand dollars (\$2,000.00) per year for classes with an earned grade of B or better, associated with taking P.O.S.T. required classes or college courses necessary to obtain a career related degree. The selection of classes and tuition reimbursement shall be pre- approved by the Police Chief
- B. The City shall recognize an officer's completion and application of job-related formal education in the following manner.
  - 1. Intermediate P.O.S.T. Certificate= \$350.00 annually.
  - 2. Advance P.O.S.T. Certificate= \$450.00 annually.
  - 3. A.A. Degree or Supervisory P.O.S.T. Certificate= \$550.00 annually.
  - 4. B.A. Degree or Management POST Certificate= \$650.00 annually.
  - 5. Executive POST Certificate= \$750.00 annually.
  - 6. The above amounts are to be paid by separate check on the first payday of December, each year.

The City shall recognize their obligation to provide this allowance, as designated, in a timely manner.

ARTICLE XIII: HOURS

- A. As determined by management, the work period shall consist of 80 hours through a two (2) week period, which shall include a lunch period not-to-exceed thirty (30) minutes and two (2) rest periods not-to-exceed fifteen (15) minutes each.
- B. The rest periods provided in Subparagraph A. above, shall not be taken within one (1) hour of the time in which the employee starts or ends his shift or within one (1) hour of the employee's lunch break, and may not be accumulated or used to supplement any other provision herein contained for vacation, sick leave or other time off.

- C. Employees shall be required to provide their own transportation to and from the Fallon City Hall at the beginning and end of each shift.

ARTICLE XIV. OVERTIME

- A. Overtime is defined as that time worked, as authorized and directed by management, which exceeds eighty (80) hours during any two (2) week period, including leave time taken in place of scheduled work hours during that same two (2) week period. Annual leave, sick leave, approved holidays and compensatory time off shall be considered hours worked for purpose of computing overtime.
- B. Overtime shall be compensated as follows:
  - 1. Salary for such overtime at a rate one and one-half (1-1/2) times the regular rate for an employee who works such overtime; or
  - 2. Time off for such employee, in addition to all other time off provided in this Agreement, equal to one and one-half (1-1/2) the amount of such overtime or "compensatory time off" at the option of management.
- C. Overtime may be accumulated for each employee in a CTO bank up to a maximum of forty-eight (48) hours.
- D. Any time accumulated by an employee in his CTO bank may be used by the employee for additional time off, upon approval by management; any employee who has accumulated more than forty-eight (48) hours in his CTO bank will be required to take such additional time off to reduce the hours in said bank to forty-eight (48) hours or less before the next pay period.
- E. Nothing in this Agreement shall prohibit or restrict the authority of management to schedule or reschedule any employee's work time in order to operate within budgeting restraints imposed upon the City or its departments.
- F. To the extent possible, additional time off, required under Paragraph E. of this Article, shall be scheduled to extend the employee's normal weekend, and at least twenty-four (24) hour notice of the scheduling of such additional time off shall be given to the employee.
- G. Physical Fitness Incentive Program.  
The City of Fallon recognizes the importance of our officers to maintain a level of fitness that will keep them physically able to perform the requirements of their jobs.

The goal of the Physical Fitness Incentive Program is to establish a fitness and incentive program to encourage department members to exercise regularly and maintain a healthy lifestyle. By encouraging officers to maintain a minimum level of fitness, the department aims to promote the general wellness of our officers, decrease the incidents of injury and promote in them great confidence and ability in performing their daily activities.

1. Effective July 1, 2012, and semi-annually thereafter, sworn employees will be provided the opportunity to participate in a physical fitness test based on the Nevada POST Physical Fitness Test (PFT). Employees meeting the Nevada POST Physical Fitness Test Standards for the Certification for a Category I Peace Officer will receive an incentive of twelve (12) hours of compensatory time.
2. If an employee is unable to participate in the scheduled PFT test due to illness, injury, vacation, court, or other reasonable conflict, the employee may request, in writing a make-up test without penalty so long as the makeup test is completed and passed at the next scheduled make-up test date.
3. Scheduling of the PFT testing, makeup tests and/or retests shall be determined by the Chief of Police or his designee.
4. Recognizing that participation in this incentive program is purely voluntary, those employees who opt not to participate or do not meet the minimum PFT Standards, will not be deemed "physically unfit for duty."

#### ARTICLE XV.

#### HOLIDAYS

- A. The City shall recognize no legal holidays, except those established by the Nevada State Legislature, as set forth in the Nevada Revised Statutes.
- B. The treatment of and compensation of employees for work performed on such holidays shall be in accordance with the NRS 236.015.

Holidays shall include:

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

Any day that may be appointed by the President of the United States, the Governor of the State of Nevada, or the Fallon City Council for public fast, thanksgiving or as a legal holiday except for any Presidential appointment of the fourth Monday in October as Veteran's Day.

If January 1, July 4, October 31, November 11 or December 25th falls upon a: Sunday, the Monday following must be observed as a legal holiday. Saturday, the Friday preceding must be observed as a legal holiday.

For employees whose normal work schedule includes Saturdays, Sundays and Holidays: should any of the above holidays fall on an employee's regular day off, those employees shall be entitled to observe those holidays on the day preceding or the day following their regular days off, depending on staff demands; otherwise, those employees shall be paid holiday pay on the actual holiday.

1. Any employee of the City who is required to work on any of the above-named holidays, due to an emergency or orders of the Department Head, shall be granted 8 hours of holiday pay. That pay is separate and independent of the employee's scheduled shift. Hours actually worked on the holiday will be paid at the rate of one and one-half times (1-1/2) the employee's normal hourly pay rate.

#### ARTICIE XVI.

#### VACATION

- A. All employees who are employed on a full-time basis shall accrue vacation time in accordance with the following schedule:

<u>Continuous Service</u>	<u>Annual Accrued DaysHours</u>
1 <sup>st</sup> through 4 <sup>th</sup> years	96 hours
5 <sup>th</sup> through 9 <sup>th</sup> years	136 hours
10 <sup>th</sup> through 14 <sup>th</sup> years	168 hours
15 <sup>th</sup> through 24 years	192 hours
25 <sup>th</sup> years and thereafter	216 hours

On an employee's 15<sup>th</sup> and 20<sup>th</sup> year anniversary dates, he shall receive an additional 40 hours of vacation for those years for a total of two hundred thirty-two (232) hours of vacation. On the employee's 16<sup>th</sup> and 21<sup>st</sup> anniversary, the vacation of two hundred thirty-two hours (232) shall revert back to one hundred ninety-two (192) hours consistent with the other sections of this agreement.

Additionally, the City shall provide an additional one-time payment of forty (40) hours of vacation to each employee upon completion of twenty-five (25) years of service with the City.

- B. Part-time employees who work at least twenty (20) hours per week shall accrue vacation time in accordance with the schedule contained in the preceding Paragraph of the Article, pro-rated on the basis of the relationship between the number of hours worked per week by such employee and the normal full-time workweek of forty (40) hours.
- C. Probationary employee shall accrue vacation time in accordance with the schedule contained in Paragraph A of this article, but no vacation time may be taken by any such employee until after completion of six (6) months of service with the City.
- D. Vacation time may be taken only with the approval of management.
- E. At the end of any fiscal year, employees who reach or exceed the maximum accrual of two hundred forty (240) hours, shall be allowed a reasonable amount of time to schedule time off to reduce their vacation leave balance.
- F. Any permanent employee whose employment is terminated shall be paid for all vacation time accrued at the time of such termination; in the event that such termination is caused by the death of the employee, such payment shall be made to his heirs, executors, administrator or assigns.
- G. Annual leave requests shall be awarded based on seniority with the police department and in said officer's current rank structure.

## XVII.

### SICK LEAVE

- A. Ninety-six (96) hours of sick leave shall be granted for each twelve (12) months of employment, up to a total accumulation of one thousand four hundred forty (1,440) hours.
- B. Sick leave may be granted to an employee during his probationary period as it is accrued. Sick leave need not be used for dental care unless unusual absences are necessary, or the employee is required to be hospitalized. Sick leave will not be allowed for illness, injury or other physical disability resulting from misconduct or excessive use of alcohol or narcotics. No sick leave benefits of any kind will be granted after termination of employment.

- C. Sick leave may be used in cases of serious illness in any employee's immediate family requiring his attendance and shall be for the actual time required. Sick leave can be used to take care of whomever an employee deems important.
- D. An employee who is receiving workmen's compensation may, at his option, take sufficient sick leave to make up the difference between the workmen's compensation payment and his regular wage. When his sick leave account is exhausted, he will receive workmen's compensation payments only.
- E. Employees claiming sick leave may be required to file competent written evidence that they have been absent as authorized. If employees have been incapacitated for a major portion of the sick leave time taken, they may be required to provide evidence of being physically, mentally or emotionally able to perform their duties before returning to work. Claiming sick leave when physically fit or when not otherwise eligible for sick leave within the provision of this section may be cause for disciplinary action, including cancellation of sick leave benefits, suspension, demotion or termination. When sick leave is needed, the employee shall notify his department head or other superior if the department head is not available. Such notice shall be given at the earliest possible time and preferably before the start of the scheduled working hours. Failure to make a diligent effort to give such notice may result in payroll deduction for the time taken.
- F. Employees retiring from City service under Nevada Public Employees Retirement System shall be entitled at the time of retirement

Years of Employment with the City	Percentage of accrued sick leave allowed for payment
Less than 10 years	35%
10 to 20 years	50%
over 20 years	75%

to a lump-sum payment of accrued sick leave on the following basis:

- G. Employees who reach the maximum accrual of one thousand four hundred forty (1,440) hours shall be granted an additional eight (8) hours, of vacation time for each sixteen (16) hours of sick leave accrued beyond 1,440 hours. Each conversion of sick leave to vacation shall return the employee's balance to the 1,440 hours maximum and will not otherwise increase the maximum accrual.

## ARTICLE XVIII VOLUNTARY LEAVE DONATION

Employees may donate leave from their accrued balances to other employees who have suffered an extended illness or injury, subject to the following conditions:

- 1. Donations shall be no less than one (1) day increments.
- 2. All donations of leave shall be strictly voluntary and recognized on a case by case basis.
- 3. The Chief of Police shall monitor and administer the Leave Program.
- 4. This article shall not be used as the basis for additional leave accrual requests.

## ARTICLE XIX MILITARY LEAVE

Employees shall be entitled to military leave, as now or hereafter authorized by law, to participate in National Guard or other military training. There shall be no loss of seniority, sick leave or annual leave rights during such leave. An employee shall receive his regular pay, not to exceed fifteen (15) calendar days per year, while on such leave. Where required by the nature of an employee's military obligation, leaves without pay in excess of fifteen (15) calendar days may be granted for military service in time of war, national or state emergency, as proclaimed by the proper federal or state authorities, with reinstatement to be made at the expiration of such required period of leave as now or hereafter authorized by law.

## ARTICLE XX BEREAVEMENT LEAVE

- A. Any employee shall be entitled to bereavement leave, not-to-exceed three (3) days, upon the death of any person important to the employee.
- B. Bereavement leave shall not be charged against an employee's other leave balances.
- C. Additional bereavement leave may be allowed by management, but such additional leave shall be charged against the employee's accrued sick leave time, compensatory time or annual leave time, in that order.



## ARTICLE XXI.

### UNION LEAVE

On July 1st of each year, the Union shall be credited with forty (40) hours of administrative leave to be used for Union business by employees during working hours without loss of pay. The Chief's approval must be obtained before administrative leave may be used, but such approval may not be unreasonably withheld. It is understood the work needs of the City shall be recognized when granting leave. Administrative leave is separate and distinct from release time for negotiations. When the City and Union agree to conduct negotiations during normal work hours, the City shall allow release time, with pay, to those employees who are members of the Unions negotiation committees. Administrative leave will not be used for researching or handling a specific grievance.

## ARTICLE XXII.

### GRIEVANCE PROCEDURES

- A. Any grievance, which may arise between Association, or any of its members, and the City, with respect to the interpretation or application of any of the terms of this Agreement shall be determined by the provisions of this Article. The Association can assert a grievance if it affects more than one member of the Association.
- B. Definitions:
  - 1. A grievance is a complaint by an employee based upon an alleged violation, misrepresentation, inequitable application or misapplication of a specific provision of the Agreement. The Grievance procedure set forth herein shall not be available for or utilized in any matter involving employee discipline and discharge, which is subject to appeal pursuant to Article XXVII of this agreement.
  - 2. An aggrieved person is an employee asserting a grievance.
- C. The proceedings and actions taken as a result of the initiation and processing of a grievance pursuant to this Article shall be kept as confidential as may be appropriate at any level of the procedure.

#### STEP 1.

The employee concerned must within ten (10) working days from the day he knew, or should have known, of the act or condition on which the grievance is based, informally take up the grievance with his supervisor to whom he is directly responsible. If the employee does not present the grievance within the ten (10) working days as provided above, the employee shall be deemed to have waived the grievance of the act or condition.

#### STEP 2.

If within ten (10) working days after the grievance is first taken up, and the aggrieved person is not satisfied with the disposition of the problem through informal procedures, he shall submit the claim as a formal grievance in writing to his supervisor. The supervisor shall within ten (10) working days render a decision and the reasons therefore in writing to the aggrieved person, with a copy to the Police Chief, or his designee.

#### STEP 3.

If the Grievance is not settled at STEP 2, it may be submitted in writing to the Police Chief, or his designee within ten (10) working days after receipt of the supervisor's written decision. In the event that the supervisor shall fail to act within the time allotted, the grievance shall be submitted to the Police Chief, or his designee, within ten (10) working days of the date said decision was due. Within ten (10) working days after receipt of the written appeal for a hearing, the Police Chief, or his designee, shall meet with the aggrieved employee for the purpose of resolving the grievance. The Police Chief; or his designee, shall within ten (10) working days of the meeting render his decision and the reasons therefore in writing to the aggrieved employee, Supervisor, and the Mayor.

#### STEP 4.

If the grievance is not settled at STEP 3, it may be submitted in writing to the Mayor, or his designee, within ten (10) working days after receipt of the Police Chiefs written decision. In the event that the Police Chief, or his designee, shall fail to act within the time allotted, the grievance shall be submitted to the Mayor, or his designee, within ten (10) working days of the date said decision was due. Within ten (10) working days after

receipt of the written appeal for a hearing, the Mayor, or his designee, shall meet with the aggrieved employee for the purpose of resolving the grievance. The Mayor, or his designee, shall, within ten (10) working days of the meeting render his decision and the reasons therefore in writing to the aggrieved employee and the Police Chief.

STEP 5.

If the grievance is not settled at STEP 4, it may be submitted in writing to the City council within ten (10) working days after receipt of the Mayor's, or his designee's written decision. Within twenty (20) working days after receipt of the written appeal for a hearing, the City Council shall meet with the aggrieved employee for the purpose of resolving the grievance. The City Council, within ten (10) working days of the hearing shall render their decision and reasons therefore in writing to the aggrieved employee and the Police Chief.

STEP 6.

If the grievance is not settled at STEP 5, the grievance may be submitted to arbitration within ten (10) working days of the date of the receipt of the written decision of the Mayor, or their designee, or the date the decision was due, whichever event occurs first, by either party upon written notice of the other party. Within fifteen (15) working days, the arbitrator shall be selected from a list of seven (7) names supplied by the American Arbitration Association. In selecting the arbitrator, each party shall alternate in removing one (1) name from the list until only one (1) name remains. A coin toss shall decide which party shall strike the first name.

The Arbitrator so selected shall confer promptly with the Mayor or his designee, and the aggrieved employee, shall review the record of prior hearings, and shall hold further hearings with the aggrieved employee and such other parties in interest as the arbitrator shall deem requisite.

- D. The arbitrator's decision, which shall be final and binding on the parties, shall be rendered within thirty (30) days after a transcript, if required, is submitted. The arbitrator shall not have the authority to modify, amend, alter, add to or subtract from any of the provisions of this Agreement.

- E. The provisions of this Article shall apply only to grievances arising after the effective date of this Agreement; any grievances pending on the effective date of this Agreement shall be processed and resolved in accordance with the practices and procedures of the City in effect prior to this Agreement. If the grievance does not meet the time steps, the grievance is to be considered terminated.
- F. Notwithstanding the aforementioned procedure, any individual employee shall have the right to present grievances to the City and to have such grievance adjusted without the intervention of the Association, provided that the adjustment shall not be inconsistent with this Agreement. Written notification of action taken will be provided to the Association.

#### ARTICLE XXIII.

#### DISCIPLINE AND DISCHARGE

- A. The tenure and status of each employee is conditioned upon compliance with reasonable standards of personal conduct and job performance; failure of an employee to conform to such standards shall be grounds for appropriate disciplinary action against or discharge of such employee. Disciplinary action or discharge may be based upon violations of the provisions of the Nevada Revised Statutes, the Fallon Municipal Code, the General Orders of the Fallon Police Department or other rules, regulations and policies duly adopted by the City; in addition thereto, disciplinary action or discharge may be based upon any of the following grounds:
  - 1. Failure of the employee to perform any required duties.
  - 2. Disability of the employee.
  - 3. Unexcused absence or habitual tardiness of the employee.
  - 4. Abuse by the employee of the property or equipment of the City.
  - 5. Substandard performance by the employee.
  - 6. Commission by the employee of a felony or other public offense involving moral turpitude.

7. Failure of the employee to report completely and truthfully all acts or statements of the employee while engaged in the performance of his official duty.
8. Any false statement made by the employee in his application for employment or other proceedings relating to his being hired by the City.
9. Any other act which is incompatible with service to the public, or which tends to bring the City or the Fallon Police Department into disrepute or lessen the ability of the Fallon Police Department to perform its lawfully mandated functions.

B. "Discipline," as used in this Article, shall mean:

1. Written reprimands, which shall consist of a written statement of the basis for such reprimands and which shall be placed in the employee's personnel file.
2. Short suspensions, which shall consist of suspensions from duty, without pay, for a period of less than three (3) days.
3. Longer suspensions, which shall consist of suspensions from duty, without pay, for a period of three (3) days or more.
4. Demotion is defined as any employee who is reduced in rank.
5. Discharge, as used in this Article, means the permanent termination of an employee's employment with the City.
6. No other action taken by the City or its officers or employees with respect to any employee shall be considered "discipline" for purposes of this Article.

C. The provisions of this Article shall not apply to any employee of the City who is a probationary employee or on probationary status, as set forth in Paragraphs A or C. of Article VI. above.

ARTICLE XXIV.

WRITTEN REPRIMANDS

- A. All written reprimands shall be served on the employee, with a copy of said reprimand to be placed in the employee's personnel file.
- B. In the event that the employee disagrees with the reprimand, he may request a review thereof by the Chief of Police or his designee, by requesting such review, in writing, not more than three (3) working days following his receipt of the written reprimand, which request shall set form the basis for the employee's disagreement; within three (3) working days after receipt of such request, and upon such investigation and inquiry as he may deem appropriate, the Chief of Police or his designee, shall respond, in writing, to the employee's request; copies of the employee's request and the response of the Chief of Police or his designee, shall be included in the employee's personnel file; the response of the Chief of Police or his designee, shall be final.
- C. A written reprimand shall be effective for a period of twelve (12) months from the date thereof, and shall thereafter be sealed, together with any related materials included in the employee's personnel file under the preceding Paragraph of this Article, and shall have no further effect, save and except that said written reprimand may be reopened and used in any subsequent discharge proceeding against the employee or in any litigation arising therefrom or in any litigation arising out of the events giving rise to the reprimand or any litigation respecting the actions or conduct of the employee during his employment by the City.

ARTICLE XXV.

SUSPENSIONS AND DEMOTIONS

- A. Prior to the imposition of any discipline defined in Subparagraphs B.2., B.3., or B.4., of Article XXIII above, the Chief of Police or his designee, shall serve a written notice upon the employee setting forth the proposed disciplinary action, which notice shall include:
  - 1. A statement of the charges upon which the proposed disciplinary action is based.
  - 2. A summary of the evidence upon which the charges are based.
  - 3. A statement advising the employee of his right to inspect and copy all evidence in the possession of the department in support of the charges.

4. An explanation of the employee's right of appeal, as hereinafter set forth.
  5. A statement informing the employee of his right to representation in all subsequent proceedings.
- B. Within ten (10) working days after service on the employee of the notice described in the preceding Paragraph of this Article, the employee or his representative, may request, in writing, a meeting with the Chief of Police, to answer the charges contained in such notice and to present any evidence in opposition thereto and any argument in opposition to the proposed disciplinary action.
- C. Upon receipt of a request, as described in the preceding Paragraph of this Article, the Chief of Police shall fix the date and time, not more than ten (10) working days after the receipt of such request, for a meeting with the employee, or his representative.
- D. The meeting shall be informal, and the formal rules of evidence shall not apply; the employee, or his representative, may appear at the meeting and present evidence and argument in opposition to the charges and the proposed disciplinary action.
- E. Within ten (10) working days of the meeting, the Chief of Police shall serve upon the employee, or his representative, a decision, in writing, affirming, amending or reversing the proposed disciplinary action.
- E. All records of short suspensions, and any proceedings related thereto under this Article, shall be sealed three (3) years after the completion of such suspension; all records of longer suspensions and demotions, and any proceedings related thereto under this Article, shall be sealed five (5) years after the completion of such suspension or demotion, such records, after being sealed, shall have no further effect, save and except that said records may be reopened and used in any subsequent discharge proceedings against the employee or in any litigation arising therefrom or in any litigation arising out of the event or events giving rise to the suspension or demotion or any litigation respecting the actions or conduct of the employee during his employment by the City.



ARTICLE XXVI.

DISCHARGE

- A. Prior to the discharge of any employee, the Chief of Police or his designee, shall serve a written notice upon the employee setting forth the proposed discharge, which notice shall include:
  - 1. A statement of the charges upon which the proposed discharge is based.
  - 2. A summary of the evidence upon which the charges are based.
  - 3. A statement advising the employee of his right to inspect and copy all evidence in the possession of the department in support of the charges.
  - 4. An explanation of the employee's right of appeal, as hereinafter set forth.
  - 5. A statement informing the employee of his right to representation in all subsequent proceedings.
- B. Within ten (10) working days after service on the employee of the notice described in the preceding Paragraph of this Article, the employee or his representative may request, in writing, a meeting with the Chief of Police to answer the charges contained in such notice and to present any evidence in opposition thereto and any argument in opposition to the proposed discharge.
- C. Upon receipt of a request, as described in the preceding Paragraph of this Article, the Chief of Police shall fix the date and time, not more than ten (10) working days after the receipt of such request, for a meeting with the employee, or his representative.
- D. The meeting shall be informal, and the formal rules of evidence shall not apply; the employee or his representative may appear at the meeting and present evidence and argument in opposition to the charges and the discharge.

- E. Within ten (10) working days after the meeting, the Chief of Police shall serve upon the employee, or his representative, a decision, in writing, affirming, amending or reversing the discharge.

## ARTICLE XXVII.

### APPEALS

- A. Any party dissatisfied with a final determination of the Chief under Article XXV.E. or Article XXVI.E. above may appeal such determination to the Mayor, by filing a Notice of Appeal with the City Clerk, or his designee, not more than ten (10) working days after the date of service of such determination, as specified in Article XXV.E. and Article XXVI.E. above.
- B. Any party may request a meeting with the Mayor within ten (10) working days of filing notice. The Mayor may request pertinent documents and hold an informal meeting with all parties concerned. A written decision shall be provided within ten (10) working days of the actual meeting.
- C. Any party dissatisfied with the determination of the Mayor under Article XXVII.B. above may appeal such determination to the City Council by filing a Notice of Appeal with the City Clerk not more than ten (10) working days after the date of service of such determination as specified in Article XXVII.B. above.
- D. Upon receipt of a Notice of Appeal, as specified in the preceding Paragraph of this Article, the Mayor shall transmit the Notice of Appeal, together with all other papers and documents in his possession relating to the appeal, to the City Clerk.
- E. Upon receipt of the Notice of Appeal specified in the preceding Paragraph of this Article, the City Clerk shall at the next regularly scheduled City Council meeting advise, in Executive Session, the City Council of the receipt of the Notice of Appeal. Within ten (10) working days of the City Council meeting where the City Council was advised of the Notice of Appeal, the City Council, or its designee, shall give notice to the representative of the Peace

Officers Association of its appointment to the Appeals Board. The Peace Officers Association shall also, within ten (10) working days of the City Council meeting, meet and have its representative appoint one (1) member to the Appeals Board. The two (2) representatives shall jointly agree upon the selection of a third member in order to comprise the three (3) member Appeals Board.

- F. The Appeals Board shall, within thirty (30) days from the date the final member of the Appeals Board is appointed, convene for the purpose of hearing the appeal. The City Clerk shall forthwith notify the employee, or his representative, the Chief of Police or his designee, the Mayor, all members of the City Council and the City Attorney of the date and time fixed for such hearing.
- G. The hearing before the Appeals Board shall be a hearing *denovo*, and formal rules of evidence shall not apply; employee, or his representative, and the Chief of Police or his designee, represented by the City Attorney, may appear at the hearing and present evidence, witnesses and argument in support of and in opposition to the appeal. A record of the hearing before the Appeals Board shall be made, by recording or stenographic transcription as determined by the City Council. The cost of such record shall be borne by the City.
- H. Any party dissatisfied with the decision of the Appeals Board may appeal that decision to the City Council, by filing a notice of appeal with the City Clerk not more than ten (10) working days after the date of service of the decision of the Appeals Board. The City Clerk shall, upon receipt of such notice of appeal, ascertain the cost of obtaining a transcript of the hearing before the Appeals Board, and shall notify the party filing the notice of appeal of such cost. The party filing the notice of appeal shall, within ten (10) days, deposit with the City Clerk the cost of such transcript. Upon receipt of the transcript, the City Clerk shall notify all parties of its receipt and shall provide copies thereof to all members of the City Council.
- I. Review of the City Council shall be on the record made before the Appeals Board, provided, nevertheless, that the City Council may require the presentation of additional testimony and evidence and/or oral argument in support of and in opposition to the appeal. Notice of such further proceedings shall be given to all parties not less than ten (10) working days prior to such proceedings.

- J. The City Council shall, within thirty (30) days after receipt of the transcript referred to in Paragraph G. of this Article or within thirty (30) days after further proceedings permitted under the preceding Paragraph of this Article, serve upon the employee, or his representative, the Chief of Police or his designee, and the City Attorney, a decision affirming, modifying or reversing the decision of the Appeals Board. The decision of the City Council shall be in writing and shall state in full the reasons for the decision. The decision of the City Council shall be final except for judicial review. All hearings required under this Article may be continued, for good cause shown, upon application of any party entitled to notice thereof; such application shall be addressed to the City Council and the City Council shall, within its sole and exclusive discretion, grant or deny such applications.

#### ARTICLE XXVIII.

#### MAINTENANCE OF BENEFITS

- A. All benefits of employment currently provided by the City to its employee and specifically set forth or altered by this Agreement shall remain in full force and effect during the term of this Agreement, except as hereinafter set forth in this Article.
- B. In the event that the City should determine, during the term of this Agreement, that any existing employee benefits must, because of extraordinary circumstances, be modified or eliminated, then and in that event, notice of such modification or elimination of benefits shall be given to the Association by the City, together with a statement of the extraordinary circumstances requiring such modifications or elimination.
- C. The Association may, within thirty (30) days following the receipt of any notice given in accordance with the preceding Paragraph of this Article, request a meeting with the Mayor concerning such proposed modification or elimination of benefits.
- D. Following the meeting described in the preceding Paragraph of this Article, the Mayor may affirm, modify, or reverse the modification or elimination of employee benefits; this decision of the Mayor shall be in writing, served upon the Association and shall be final, except for judicial review.

ARTICLE XXIX.

NO STRIKE CLAUSE

The Association will not promote, sponsor, or engage against the City, any strike slowdown, interruption of operation, stoppage of work, absence from work upon any pretext or excuse not founded in fact, or by any other intentional interruption of the City, regardless of the reason for doing so, and will use its best efforts to induce all employees covered by this Agreement to comply with this pledge.

ARTICLE XXX.

DEFINITIONS

A. As used in this Agreement, the following terms shall have the meaning herein ascribed to them:

1. "Management" shall mean the Chief of Police of the City of Fallon, together with such officers of the Fallon Police Department as may be, from time to time, designated by the Mayor of the City of Fallon as supervisors or managers within the Fallon Police Department.
2. "Department" shall mean the Fallon Police Department. "Employee" shall mean all sworn officers of the Fallon Police Department of the rank of Patrolman, Sergeant and Lieutenant.
3. "Permanent employee" shall mean any employee who has completed his initial probation and is not serving a period of disciplinary probation.
4. "Days" shall mean employee workdays when related to any action required by an employee and shall mean weekdays when related to any action required by the City, the department or management.

B. As used in this Agreement, the masculine form of pronouns shall include the feminine.

ARTICLE XXXI.

SEVERABILITY

- A. If any Article, paragraph or clause of this Agreement is held to be invalid by a court of competent jurisdiction, all remaining Articles, paragraphs and clauses shall continue in full force and effect.

- B. All provisions of the laws of the State of Nevada and the provisions of the Fallon Municipal Code relating to the subject matters contained in this Agreement shall continue to apply to the City and employees unless such laws or provisions are contrary to the terms hereof.

ARTICLE XXXII. ASSOCIATION RIGHTS

- A. The Association may place a bulletin board in the squad room, so the Association may post materials relating to its business.
- B. The City shall provide space in the squad room for the placement of a filing cabinet(s) necessary for the Association to perform its activities.
- C. Association members/representatives shall be permitted to use City phones to make and receive Association related telephone calls, provided that the telephone use does not incur additional expense to the City or interfere with the operation of the City.

ARTICLE XXXIII. LAYOFFS

- A. If the City finds it necessary to reduce the City workforce due to a lack of funds or lack of work, the City may lay off employees pursuant to this article.
- B. The City shall notify the Association and the employees thirty (30) days prior to actual layoff date.
- C. Employees shall be laid off, in the order of departmental seniority. In lieu of being laid off, an employee may elect to temporarily demote to a lower departmental position for which they are qualified.
- D. The name of every employee laid off or demoted must be placed on the appropriate reemployment list. All employees subject to lay off shall have precedence over any other individual applying for a position, providing they keep the City advised of their current address. Appointments, of employees subject to lay off, shall be made in reverse order of lay off and the reappointed employee must report to work within two (2) weeks or lose the opportunity for re-employment under this Article.

- E. Employees rehired, within six (6) months after their layoff, will be entitled to reinstatement of all accrued leave, which has not been compensated for, that the employee was entitled to at the time of their lay off.

ARTICLE XXXIV. TERM OF AGREEMENT

This Agreement shall become effective on the first (1st) day of July 2018, and shall expire the thirtieth (30th) day of June 2021.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019

CITY OF FALLON

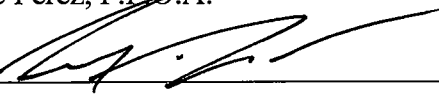
By \_\_\_\_\_

Mayor

FALLON PEACE OFFICERS ASSOCIATION

By  \_\_\_\_\_

Jose Perez, F.P.O.A.

By  \_\_\_\_\_

Chris Decker, F.P.O.A