

AGENDA CITY COUNCIL SPECIAL MEETING

55 West Williams Avenue Fallon, NV June 27, 2025 at 9:00 AM

The Honorable City Council will meet in a special meeting on June 27, 2025 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 three 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. Discussion and possible action to approve negotiated agreement between the City of Fallon and the Fallon Peace Officers Association to be effective from July 1, 2025 to June 30, 2028. (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)
- **5.** 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**)

- 6. Report on transfers of appropriations between functions or programs within the General Fund, Convention & Tourism Fund, and Convention Center Fund during fiscal year 2025 as required by NRS 354.598005. (For discussion only)
- Consideration and possible approval and adoption of Resolution No. 25-06-01: A resolution augmenting the Fiscal Year 2025 budget of the General Fund in the amount of Three Million Five Hundred Ninety-Eight Thousand Dollars (\$3,598,000), the Convention & Tourism Authority Fund in the amount of One Hundred Twenty-Four Thousand Eight Hundred Dollars (\$124,800), the Airport Fund in the amount of Two Million Six Hundred Fifty Thousand Dollars (\$2,650,000), the Mayor's Youth Fund in the amount of Ten Thousand Dollars (\$10,000) and other matters properly related thereto. (For possible action)
- 8. Consideration and possible approval and adoption of Resolution No. 25-06-02: A resolution augmenting the fiscal year 2024-2025 budget of the Electric Enterprise Fund in the amount of Five Hundred Fifty-Two Thousand Dollars (\$552,000), the Water Enterprise Fund in the amount of One Hundred Three Thousand Dollars (\$103,000), the Sewer Enterprise Fund in the amount of One Hundred Forty-Three Thousand Dollars (\$143,000), the Sanitation Enterprise Fund in the amount of One Hundred Fifty Thousand Dollars (\$150,000), the Landfill Enterprise Fund in the amount of Two Hundred Ninety-Six Thousand Dollars (\$296,000), the Water Treatment Enterprise Fund in the amount of Sixty-Five Thousand Dollars (\$65,000), the Water Treatment Reserve Fund in the amount of One Hundred Forty Thousand Dollars (\$140,000), the Data Processing Internal Service Fund in the amount of Fifty-Three Thousand Dollars (\$53,000) and the Public Works Internal Service Fund in the amount of Four Hundred Five Thousand Dollars (\$405,000), and other matters properly related thereto. (For possible action)
- **9.** Public Comments (For discussion only)
- **10.** Council and Staff Reports (For discussion only)

This agenda has been posted on or before 9:00 a.m. on June 24, 2025 at City Hall, City's website (https://fallonnevada.gov) and the State of Nevada public notice website (https://notice.nv.gov/).

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/) or by contacting Elsie Lee, Deputy City Clerk, City Clerk's Office, City Hall, 55 West Williams Avenue, Fallon, Nevada, 775-423-5104

/s/ 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 775-423-5104 in advance so that arrangements may be conveniently made.



CITY OF FALLON

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED:	June 23, 2025			
AGENDA DATE:	June 27, 2025			
TO:	The Honorable City	Council		
FROM:	Robert Erickson, Ch	obert Erickson, Chief of Staff		
AGENDA ITEM TITLE: Discussion and possible action to approve negotiated City of Fallon and the Fallon Peace Officers Associated July 1, 2025 to June 30, 2028. (Pursuant to NRS 2 agreement and any exhibits or other attachments to are available to the public on the City's website, fare City Clerk's Office, 55 West Williams Avenue, Farossible action)		Officers Association to be effective from suant to NRS 288.153, the proposed attachments to the proposed agreement y's website, fallonnevada.gov, and at the		
TYPE OF ACTION REC	QUESTED:			
☐ Resoluti	ion		Ordinance	
	Action/Motion		Other – Discussion Only	
			negotiated agreement between the City of re from July 1, 2025 to June 30, 2028.	
DISCUSSION: The prop	osed agreement is att	ached.		
FISCAL IMPACT: Ado as provided in the agreen		negotiated agree	ement will result in an increase of salaries	
FUNDING SOURCE: V	arious			
PRESENTED TO COUNCIL BY: Robert Erickson				
PREPARED BY: Elsie L	ee, Deputy City Cler	k		

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF FALLON

AND THE

FALLON PEACE OFFICERS ASSOCIATION

DURATION:

July 1, 2025-June 30, 2028

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 Statues (NRS) 288.028, hereinafter referred to as "Association" and is effective from July 1, 2025 to June 30, 2028.

ARTICLE II. <u>AUTIIORIZED AGENTS</u>

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. 0. 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. <u>ASSOCIATION DUES</u>

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. <u>PROBATIONARY PERIODS</u>

- 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.

ARTICIE VII.

SALARIES

Effective July 1, 2025, employees shall be compensated at Zero Percent (0%) above the Pay Schedule as attached.

Effective July 1, 2026, employees shall receive a salary increase of Two Percent (2 %).

Effective July 1, 2027, employees shall receive a salary increase of Three Percent (3%).

- 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 eight percent (8%) for those employees assigned to work between 6:00 p.m. and 6 a.m.
- 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 \$500.00 annually with proficiency based on being conversant in Spanish. This will be payable on the first pay period in December.

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. <u>SALARY INCREASES</u>

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 <u>H</u>

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.

6

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 pay day 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 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

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

B. TRAINING COURSES. Employees will be reimbursed for educational training courses taken subsequent to approval of the Police Chief pursuant to the following: (a) The training must be directly related to the required skill or education for the employee's current position. There will be no reimbursement merely for promotion preparation. (b) Only full-time regular employees who have been so employed for at least one (1) year will be eligible for reimbursement. Further, eligibility will be determined by the Police Chief in accordance with the departmental training program. (c) No employee will be reimbursed for more than two thousand dollars (\$2,000) per fiscal year. No reimbursement will be effected if the cost is assumed by any other institution, scholarship or grant-in-aid. (d) Reimbursable expenses shall be restricted to tuition course fees and required textbooks. While courses should normally be taken on the employee's own time, exception may be granted by the Police Chief - in which case, hours away from work must be deducted from earned vacation, or be recorded as excused absence without pay (e) To accredited school. At the Police Chief's discretion, a course may be taken from a school that is not accredited. (f) Reimbursement will be effected upon presentation of evidence to substantiate the expense, evidence of a passing grade and the surrender of all textbooks for placement in the Police Department reference.

///

///

///

ARTICLEXIII:

HOURS

- A. As determined by management, the work period shall conist of 80 hours through a two week period, which shall include a lunch period not to exceed thirty (minutes) and two (2) rest periods not-to-exceed fifteen 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 employee who works such overtime; or
 - 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 offshall 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 a great confidence and ability in performing their daily activities.

- 1. Effective July 1, 2025 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 optnotto 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.
 - 1. Holidays shall include:

New Year's Day
Martin Luther King's Day
President's Day
Memorial Day Labor Day
Independence Day

Nevada Day
Veteran's Day
Thanksgiving Day
Family Day
Christmas Day
Juneteenth

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 oras 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 or upon a 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 employee's 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.

2. 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 employees scheduled shift. Hours actually worked on the holiday will be paid at the rate of two and one-half times (2-1/2) 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 Hours
1st through 4th years	12 days	96 hours
5 th through 9 th years	17 days	136 hours
10 th through 14 th years	21 days	168 hours
15 th through 24 years	24 days	192 hours
25 th years and thereafter	27 days	216 hours

On an employee's 15th and 20th year anniversary dates, he shall receive one (1) additional week (5 days) 40 additional hours of vacation for those years for a total of twenty-nine (29) days of vacation. On the employee's 16th and 21st anniversary the vacation of twenty-nine (29) days shall revert back to twenty-four (24) days 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. Vacation time may be taken only with the approval of management.
- D. 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.
- E. 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.
- F. Annual leave requests shall be awarded based on seniority with the police department and in said officer's current rank structure.

ARTICLE XVII.

SICK LEAVE

- A. Twelve (12) working days 96 hours 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 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 maybe 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 alump-sumpayment 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 hundred and eighty (180) days 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 one hundred eight (180) days. Each conversion of sick leave to vacation shall return the employee's balance to the 1,440 hours one hundred eight (180) day maximum, and will not otherwise increase the maximum accrual.
- H. Conversion of Sick Leave Into Retirement Credits. An employee who is eligible for purchase of service credits under the Nevada Public Employee's Retirement System ("PERS") and applicable law, may at his or her option convert unused sick leave into service credit under PERS at the rate of one hour of sick leave, subject to the following conditions and limitations:
 - a) Employees must have a cumulative total of at least 400 hours of unused sick leave to be eligible for conversion. Accrued sick leave hours of an employee in excess of 400 may be converted into retirement service credit.
 - b) An employee's conversion of unused accrued sick leave into retirement service credits shall be in increments of at least 160 hours, subject to a maximum annual limit of 280 hours (7 work weeks).
 - c) Employees desiring to convert unused accrued sick leave into retirement service credit shall submit a written request, on a City approved form, to the City Clerk on or before December 1 of each year. If the employee meets all of the

conditions set forth above, then City shall deduct the designated amount of accrued sick leave from the employee's account and proceed to purchase retirement service credit from PERS in an amount equal to the number of hours elected to be converted by the employee.

- d) For those employees who elect to purchase retirement credit under PERS and subsequently retire under PERS while employed by the City, shall be eligible to convert their sick leave balance in writing to retirement credit on an hour for hour basis for the balance of retirement credit available for purchase not to exceed the statutory maximum of five (5) years. In the event that a sick leave balance remains after converting as much of the employees sick leave hours to retirement credit as may be allowed under PERS, the remaining balance shall be eligible for the privileges granted under the negotiated agreement between the FPOA and the City of Fallon.
- e) Upon retirement under PERS while employed by the City, an employee may elect in writing to convert their unused sick leave into retirement service credits up to a maximum of 680 hours.
- f) The benefits granted under this Paragraph may be used in combination with the benefits granted under the negotiated agreement between the FPOA and the City of Fallon.

ARTICLE XVIII <u>VOLUNTARY LEAVE DONATION</u>

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.

LONGEVITY PAYMENT AND ELIGIBILITY

A longevity benefit is available to eligible bargaining unit employees. The eligibility determination date for longevity is the last complete pay period that occurs before the first payday in December. Eligibility determination and longevity payment payout will occur annually the first payday in December of each fiscal year. If, on the eligibility determination date, an employee has completed six years of full-time continuous, regular City service in a bargaining unit position, s/he will receive \$200 annually payable on the first payday in December. This payment is not an adjustment to an employee's base salary but a lump-sum payout that is subject to PERS contribution. For each additional year of full-time, continuous service in a bargaining unit position after the sixth year that has been achieved by the eligibility determination date, the employee will receive an additional \$100 annually payable as above. Longevity payments shall be capped at a level for completion of 25 years of service and an employee with more than 25 years of service is paid the same amount as those who have completed 25 years of service. The annual payments are set forth in the table listed below.

///

///

///

1-5	None
6	400.00
7	600.00
8	800.00
9	1000.00
10	1200.00
11	1400.00
12	1600.00
13	1800.00
14	2000.00
15	2200.00
16	2400.00
17	2600.00
18	2800.00
19	3000.00
20	3200.00
21	3400.00
22	3600.00
23	3800.00
24	4000.00
25	4200.00

a. Regular, full-time, part-time, or intermittent employees covered under the Agreement who have had a break in service [i.e., separation, resignation, termination, retirement, etc.], will begin a new, initial eligibility period starting with the date of their last re-employment or reinstatement as a regular employee of the City in a bargaining unit position. However, employees who have been separated as a result of an involuntary reduction in force who are re-called to a bargaining unit position within two years will not be required to begin a new eligibility period. Regular seasonal employees' furlough periods (periods of leave without pay during the "off season) will not be considered as breaks in service, but only regularly scheduled and paid hours in City

employment in a seasonal bargaining unit position will be used to determine when a regular seasonal employee has completed a year of service as described below in 7 .1 (C).

- b. Periods of employment as a temporary, hourly, or time limited employee are not creditable for longevity.
- c. An employee who has had continuous service as a regular employee in a bargaining unit position but who has worked less than full time or without pay during any part of an eligibility period may receive credit for regularly scheduled hours in a pay status. That is, periods of regular continuous seasonal, part-time or intermittent employment will be credited on a regularly scheduled, paid-hour basis. Employees who, during their regular continuous employment period with the City, have periods of regular service that is less than full-time (40 hours per week) must complete at least 1900 hours in a pay status to be credited with a full year of continuous service.

XXII. <u>UNION LEAVE</u>

On July1st 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 Chiefs 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 XXIII. <u>GRIEVANCE PROCEDURES</u>

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 (I10) 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 (I 0) 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.

<u>STEP 6.</u>

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 XXIV. <u>DISCIPLINE AND DISCHARGE</u>

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 hiredby 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 XXV. 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 XXVI.

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. Withinten (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 XXVII.

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 XXVIII.

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 XXIX.

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 XXX. <u>NO STRIKECLAUSE</u>

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 XXXI.

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 XXXII.

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 XXXIII.

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 XXXIV.

LAYOFFS

A. If the City finds it necessary to reduce the City work force 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 re employment 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 XXXV. TERM OF AGREEMENT

This Agreement shall become effective on the first (1st) day of July, 2025, and shall expire the thirtieth (30th) day of June, 2028.

City of Fallon	Fallon Police Officers Association
Ken Tedford, Mayor	Trevin Goodrick, President of FPOA
Reviewed and approved by:	
Don Lattin, Legal Counsel	

31

34

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF FALLON

AND THE

FALLON PEACE OFFICERS ASSOCIATION

DURATION:

July 1, 20212025-June 30, 20242028

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 Statues (NRS) 288.028, hereinafter referred to as "Association" and is effective from July 1,2021 2025 to June 30,2024 2028.

ARTICLE II. <u>AUTIIORIZED AGENTS</u>

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. 0. 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

Formatted: Tab stops: 1.63", Left

Formatted: Tab stops: 1.63", Left

Formatted: Indent: Hanging: 0.06"

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.

ARTICIE VII.

SALARIES

Effective July 1, $\frac{20212025}{2025}$, employees shall be compensated at $\frac{\text{Three Zero}}{200}$ Percent ($\frac{30}{200}$) above the Pay Schedule as attached.

Effective July 1, 20262, employees shall receive a salary increase of Two and a Half Percent (2.-5%).

Effective July 1, 20273, employees shall receive a salary increase of Two and a HalfThree Percent (2.53%).

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 eightthree percent (682%) for those employees assigned to work between 6:00 p.m. and 6 a.m. 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.

D.

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.

Formatted: Highlight

Formatted: Highlight

Formatted: Indent: Left: 0.94", No bullets or numbering

Formatted: Indent: Left: 0.44", Hanging: 0.5", Right: 1", Line spacing: Multiple 1.06 li, Numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 2 + Alignment: Left + Aligned at: 1.1" + Indent at: 1.62"

- F. Spanish Speaking Incentive Pay. An employee shall receive \$500.00 annually with proficiency based on being conversant in Spanish. This will be payable on the first pay period in December.
- 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. <u>SALARY INCREASES</u>

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

Formatted: Normal, Indent: Left: 0.5", Hanging: 0.63", Right: 1", Space Before: 0.05 pt, Line spacing: Multiple 1.06 li, Tab stops: 1.06", Left

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 pay day 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.

B.

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 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

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

B. TRAINING COURSES. Employees will be reimbursed for educational training courses taken subsequent to approval of the Police Chief pursuant to the following: (a) The training must be directly related to the required skill or education for the employee's current position. There will be no reimbursement merely for promotion preparation. (b) Only full-time regular employees who have been so employed for at least one (1) year will be eligible for reimbursement. Further, eligibility will be determined by the Police Chief in accordance with the departmental training program. (c) No employee will be reimbursed for more than two thousand dollars (\$2,000) per fiscal year. No reimbursement will be effected if the cost is assumed by any other institution, scholarship or grant-in-aid. (d) Reimbursable expenses shall be restricted to tuition course fees and required textbooks. While courses should normally be taken on the employee's own time, exception may be granted by the Police Chief

Formatted: Indent: Left: 0.56", Hanging: 0.44", Numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 1.14" + Indent at: 1.64" —in which case, hours away from work must be deducted from earned vacation, or be recorded as excused absence without pay (e) To accredited school. At the Police Chief's discretion, a course may be taken from a school that is not accredited. (f) Reimbursement will be effected upon presentation of evidence to substantiate the expense, evidence of a passing grade and the surrender of all textbooks for placement in the Police Department reference.

///

///

ARTICLE XIII:

HOURS

- A. As determined by management, the work period shall conist of 80 hours through a two week period, which shall include a lunch period not to exceed thirty (minutes) and two (2) rest periods not-to-exceed fifteen 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.
- 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.

Formatted: Indent: Left: -0.06"

Formatted: Indent: Left: -0.06"

Formatted: Font: 12 pt

Formatted: List Paragraph, Indent: Left: 1.06", First line: 0", Right: 0.81"

Formatted: Line spacing: single

Formatted: Line spacing: single

Formatted: Space Before: 0 pt, Line spacing: single

- B. Overtime shall be compensated as follows:
 - Salary for such overtime at a rate one and one-half (1-1/2) times theregularrate for 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 a great confidence and ability in performing their daily activities.

 Effective July 1, 2021 July 1, 2025 and semi-annually thereafter, sworn employees will be provided the opportunity to participate in a physical fitness test based on Formatted: Space Before: 0 pt
Formatted: Line spacing: single

Formatted: Space Before: 0 pt
Formatted: Line spacing: single

Formatted: Line spacing: single

Formatted: Line spacing: single

Formatted: Space Before: 0 pt
Formatted: Space Before: 0 pt

Formatted: Space Before: 0 pt

Formatted: Space Before: 0 pt

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 optnotto participate or do not meet the minimum PFT Standards, will not be deemed "physically unfit for duty."

4.

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.
 - 1. Holidays shall include:

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

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.

Formatted: Space Before: 0 pt

Formatted: Line spacing: single

Formatted: Space Before: 0 pt

Formatted: Indent: Hanging: 0.51", Line spacing: single

Formatted: Font: 12 pt

Formatted: Left, Indent: Left: 1.09", Hanging: 0.51", Right: 0", Line spacing: single, No bullets or numbering, Tab stops: Not at 1.63" + 1.63"

Formatted: Indent: Left: 1.62", No bullets or numbering

Formatted Table

Formatted: Right: 2.07", Line spacing: Multiple 1.01 li

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 or upon a 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 employee's 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.

2. 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 employees scheduled shift. Hours actually worked on the holiday will be paid at the rate of two and one-half times (2-1/2) 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 Hours		
1st through 4th years	12 days	96 hours		
5 th through 9 th years	17 days	136 hours		
10 th through 14 th years	21 days	168 hours		
15 th through 24 years	24 days	192 hours		
25th years and thereafter	27 days	216 hours		

On an employee's 15th and 20th year anniversary dates, he shall receive one (1) additional week (5 days) 40 additional hours of vacation for those years for a total of twenty-nine (29) days of vacation. On the employee's 16th and 21st anniversary the vacation of twenty-nine (29) days shall revert back to twenty-four (24) days 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. Vacation time may be taken only with the approval of management.
- D. 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.
- E. 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.
- F. Annual leave requests shall be awarded based on seniority with the police department and in said officer's current rank structure.

ARTICLE XVII.

SICK LEAVE

- A. Twelve (12) working days 96 hours 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 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
 - e alcohol or narcotics. No sick leave benefits of any kind will be granted after termination of employment.

D.C. Sick leave maybe used in cases of serious illness in any

Formatted: Font: 12 pt

Formatted: Normal, Left, Indent: Left: 1.44", No bullets or numbering

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.

- E.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.
- F.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.
- G. Employees retiring from City service under Nevada Public Employees
- F. 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%			

H.G. Employees who reach the maximum accrual of one hundred and eighty (180) days 1,440 hours shall be granted an Formatted: Right: 1"

Formatted: List Paragraph, Justified, Indent: Left: 1.06", Hanging: 0.38", Right: 1", Numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 2 + Alignment: Left + Aligned at: 1.28" + Indent at: 1.58"

Formatted: Space Before: 0 pt

Formatted: Space Before: 0 pt

additional eight (8) hours, of vacation time for each sixteen (16) hours of sick leave accrued beyond 1,440 one hundred eight (180) days. Each conversion of sick leave to vacation shall return the employee's balance to the 1,440 hours one hundred eight (180) day maximum, and will not otherwise increase the maximum accrual.

H. Conversion of Sick Leave Into Retirement Credits. An employee who is eligible for purchase of service credits under the Nevada Public Employee's Retirement System ("PERS") and applicable law, may at his or her option convert unused sick leave into service credit under PERS at the rate of one hour of sick leave, subject to the following conditions and limitations:

Ŧ.

a) Employees must have a cumulative total of at least 400 hours of unused sick leave to be eligible for conversion. Accrued sick leave hours of an employee in excess of 400 may be converted into retirement service credit.

a)

b) An employee's conversion of unused accrued sick leave into retirement service credits shall be in increments of at least 160 hours, subject to a maximum annual limit of 280 hours (7 work weeks).

b)

Employees desiring to convert unused accrued sick leave into retirement service credit shall submit a written request, on a City approved form, to the City Clerk on or before December 1 of each year. If the employee meets all of the conditions set forth above, then City shall deduct the designated amount of accrued sick leave from the employee's account and proceed to purchase retirement service credit from PERS in an amount equal to the number of hours elected to be converted by the employee.

e)

d) For those employees who elect to purchase retirement credit under PERS and subsequently retire under PERS while employed by the City, shall be eligible to convert their sick leave balance in writing to retirement credit on an hour for hour basis for the balance of retirement credit available for purchase not to exceed the statutory maximum of five (5) years. In the event that a sick leave balance remains after converting as much of the employees sick leave hours to retirement credit as may be allowed under PERS, the remaining balance shall be eligible for the privileges granted under the negotiated agreement between the FPOA **Formatted:** Right, Indent: Left: 1.44", No bullets or numbering

Formatted: Indent: Left: 1.56", No bullets or numbering

Formatted: Indent: Left: 1.56", No bullets or numbering

Formatted: Indent: Left: 1.56", No bullets or numbering

and the City of Fallon.

e)

- e) Upon retirement under PERS while employed by the City, an employee may elect in writing to convert their unused sick leave into retirement service credits up to a maximum of 680 hours.
- f) The benefits granted under this Paragraph may be used in combination with the benefits granted under the negotiated agreement between the FPOA and the City of Fallon.

Formatted: Indent: Left: 1.56", No bullets or numbering

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.
- 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.
- 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.

<u>BEREAVEMENT LEAVE</u>

- A. Any employee shall be entitled to be eavement 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

Formatted: Thick underline

Formatted: Thick underline

Formatted: Space Before: 0 pt

Formatted: Line spacing: single

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. Formatted: Space Before: 0 pt

Formatted: Thick underline

Formatted: Space Before: 0 pt, Line spacing: single

ARTICLE XXI.

LONGEVITY PAYMENT AND ELIGIBILITY

A longevity benefit is available to eligible bargaining unit employees. The eligibility determination date for longevity is the last complete pay period that occurs before the first payday in December. Eligibility determination and longevity payment payout will occur annually the first payday in December of each fiscal year. If, on the eligibility determination date, an employee has completed six years of full-time continuous, regular City service in a bargaining unit position, s/he will receive \$200 annually payable on the first payday in December. This payment is not an adjustment to an employee's base salary but a lump-sum payout that is subject to PERS contribution. For each additional year of full-time, continuous service in a bargaining unit position after the sixth year that has been achieved by the eligibility determination date, the employee will receive an additional \$100 annually payable as above. Longevity payments shall be capped at a level for completion of 25 years of service and an employee with more than 25 years of service is paid the same amount as those who have completed 25 years of service. The annual payments are set forth in the table listed below.

///

<u>///</u>

111

Formatted: Line spacing: single

Formatted: Highlight

Formatted: Highlight

Formatted: Highlight

Formatted: Highlight
Formatted: Highlight

Formatted: Highlight

Formatted: Highlight

Formatted: Highlight

17

1-5

6

8

9

10

11

12

None

4200.00

6300.00

8400.00

10500.00

12600.00

14700.00

16800.00

13	<u>18</u> 900.00	Fo	ormatted: Highlight
<mark>.14</mark>	<u>2</u> +000.00	Fo	ormatted: Highlight
15	<u>22</u> 11 00.00	Fo	ormatted: Highlight
<mark>.16</mark>	<u>2412</u> 00.00	Fo	ormatted: Highlight
17	<u>26</u> 1300.00	Fo	ormatted: Highlight
18	<u>28</u> 14 00.00	Fo	ormatted: Highlight
19	<u>30</u> 15 00.00	Fo	ormatted: Highlight
20	<u>32</u> 1600.00	Fo	ormatted: Highlight
21	<u>34</u> 1700.00	Fo	ormatted: Highlight
22	<u>36</u> 1800.00	Fo	ormatted: Highlight
23	38 <u>19</u> 00.00	Fo	ormatted: Highlight
<mark>24</mark>	<u>40</u> 2000.00	Fo	ormatted: Highlight
25	<u>42</u> 2100.00	Fo	ormatted: Highlight

a. Regular, full-time, part-time, or intermittent employees covered under the Agreement who-have had a break in service [i.e., separation, resignation, termination, retirement, etc.], will begin a new, initial eligibility period starting with the date of their last re-employment or reinstatement as a regular employee of the City in a bargaining unit position. However, employees who have been separated as a result of an involuntary reduction in force who are re-called to a bargaining unit position within two years will not be required to begin a new eligibility period. Regular seasonal employees' furlough periods (periods of leave without pay during the "off' season) will not be considered as breaks in service, but only regularly scheduled and paid hours in City employment in a seasonal bargaining unit position will be used to determine when a regular seasonal employee has completed a year of service as described below in 7.1 (C).

b. Periods of employment as a temporary, hourly, or time limited employee are not creditable for longevity.

c. An employee who has had continuous service as a regular employee in a bargaining uniterposition but who has worked less than full time or without pay during any part of an eligibility period may receive credit for regularly scheduled hours in a pay status. That is, periods of regular continuous seasonal, part-time or intermittent employment will be credited on a regularly scheduled, paid-hour basis. Employees who, during their regular continuous employment period with the City, have periods of regular service that is less than full-time (40 hours per week) must complete at least 1900 hours in a pay status to be credited with a full year of continuous service.

Formatted: Line spacing: single

Formatted: Line spacing: single

Formatted: Line spacing: single

XXII. <u>UNION LEAVE</u>

On July1st 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 Chiefs 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 XXIII. 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. <u>Definitions:</u>

- 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.
- 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

Formatted: Line spacing: single

Formatted: Space Before: 0 pt

Formatted: Line spacing: single

Formatted: Space Before: 0 pt, Line spacing: single

Formatted: Space Before: 0 pt

Formatted: Space Before: 0 pt

Formatted: Space Before: 0 pt, Line spacing: single

Formatted: Line spacing: single

up the grievance with his supervisor to whom he is directly responsible. If the employee does not present the grievance within the ten (I10) 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(I0) 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 withinten (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

Formatted: Space Before: 0 pt
Formatted: Space Before: 0 pt, Line spacing: single
Formatted: Line spacing: single

Formatted: Space Before: 0 pt, Line spacing: single
Formatted: Line spacing: single

Formatted: Space Before: 0 pt

Formatted: Space Before: 0 pt, Line spacing: single

designee, shall, within ten (11-0) 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)

Formatted: Space Before: 0 pt, Line spacing: single
Formatted: Line spacing: single

Formatted: Space Before: 0 pt, Line spacing: single

Formatted: Indent: Hanging: 1.56"

Formatted: Indent: Hanging: 1.56", Space Before: 0 pt

Formatted: Space Before: 0 pt

Formatted: Line spacing: single

21

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.

D.

- 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 XXIV. <u>DISCIPLINE AND DISCHARGE</u>

- 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:
 - Failure of the employee to perform any required duties.
 - 2. Disability of the employee.
 - Unexcused absence or habitual tardiness of the employee.

Formatted: Indent: Left: 1.63", Right: 1.19", Space Before: 0 pt, Line spacing: single, No bullets or numbering

Formatted: Right: 1.19", Space Before: 0 pt, Line spacing: single

Formatted: Right: 1.19", Space Before: 0 pt

Formatted: Right: 1.19", Line spacing: single

Formatted: Space Before: 0 pt

- 4. Abuse by the employee of the property or equipment of the City.
- 5. Substandard performance by the employee.
- Commission by the employee of a felony or other public offense involving moral turpitude.
- 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 hiredby 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:
 - 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.
 - Short suspensions, which shall consist of suspensions from duty, without pay, for a period of less than three (3) days.
 - 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.
 - 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

Formatted: Line spacing: single

Formatted: Line spacing: single

Formatted: Space Before: 0 pt

Formatted: Space Before: 0 pt

Formatted: Space Before: 0 pt

Formatted: Line spacing: single

Formatted: Line spacing: single

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 XXV. 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 XXVI.

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

Formatted: Space Before: 0 pt

Formatted: Line spacing: single

Formatted: Thick underline

disciplinary action, which notice shall include:

- A statement of the charges upon which the proposed disciplinary action is based.
- 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. Withinten (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 XXVII.

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:
 - A statement of the charges upon which the proposed discharge is based.
 - 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

B. 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 XXVIII.

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).
 - c. working days after the date of service of such determination as specified in Article XXVII.B. above.

Formatted: Indent: Left: 1.63", First line: 0", Numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.85" +

Formatted: Space Before: 0 pt

Formatted: Space Before: 0 pt, Line spacing: single

Formatted: Space Before: 0 pt

Formatted: Line spacing: single

Formatted: Space Before: 0 pt

Formatted: Line spacing: single

Formatted: Underline

Formatted: Space Before: 0 pt

Formatted: Indent: Hanging: 0.51", Line spacing:

Formatted: Character scale: 100%, Not Expanded by / Condensed by

Formatted: Font: 12 pt

Formatted: Left, Indent: Left: 1.09", Hanging: 0.51", Right: 0", No bullets or numbering, Tab stops: Not at 1.6" + 1.6"

Formatted: Indent: Left: 1.6", Line spacing: single, No bullets or numbering

- 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.
- Ε 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

Formatted: Space Before: 0 pt Formatted: Indent: Hanging: 0.51", Line spacing: Formatted: Space Before: 0 pt Formatted: Line spacing: single Formatted: Space Before: 0 pt Formatted: Line spacing: single Formatted: Space Before: 0 pt Formatted: Space Before: 0 pt

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 XXIX. **MAINTENANCE OF BENEFITS**

- 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.
- -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

Formatted: Space Before: 0 pt Formatted: Space Before: 0 pt, Line spacing: single

Formatted: Line spacing: single

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.

B.

- 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 XXX. NO STRIKECLAUSE

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 XXXI.

DEFINITIONS

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

A.

- 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.
- "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.
- 4.3. "Permanent employee" shall mean any employee

Formatted: Font: 12 pt

Formatted: List Paragraph, Indent: Hanging: 0.51", Right: 1", Numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 1.08" + Indent at: 1.61", Tab stops: 1.62", Left

Formatted: Indent: Left: 1.1", Line spacing: single

Formatted: Space Before: 0 pt

Formatted: Line spacing: single

Formatted: Space Before: 0 pt

Formatted: Space Before: 0 pt

Formatted: Space Before: 0 pt

Formatted: Indent: Left: 1.63", Line spacing: single, No bullets or numbering

Formatted: Space Before: 0 pt

Formatted: Indent: Left: 2.13", Space Before: 0 pt, No bullets or numbering

Formatted: Indent: Left: 2.13", Space Before: 0 pt, No bullets or numbering

Formatted: Space Before: 0 pt

30

who has completed his initial probation and is not serving a period of disciplinary probation.

5.4. "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 XXXII.

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 XXXIII.

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 XXXIV.

LAYOFFS

A. If the City finds it necessary to reduce the City work force due to a lack of funds or lack of work, the City may lay off employees pursuant to this article.

Formatted: Space Before: 0 pt Formatted: Line spacing: single Formatted: Line spacing: single Formatted: Space Before: 0 pt Formatted: Line spacing: single Formatted: Space Before: 0 pt Formatted: Line spacing: single Formatted: Space Before: 0 pt Formatted: Line spacing: single Formatted: Space Before: 0 pt Formatted: Line spacing: single

- 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 re employment 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 XXXV. <u>TERM OF AGREEMENT</u>

This Agreement shall become effective on the first (1st) day of July, 20212025, and shall expire the thirtieth (30th) day of June, 202420258.

Ken Tedford, Mayor FPOA Reviewed and approved by: Don Lattin, Legal Counsel

Formatted: Space Before: 0 pt

Formatted: Line spacing: single

Formatted: Space Before: 0 pt, Line spacing: single

Formatted: Space Before: 0 pt

Formatted: Line spacing: single

Formatted: Space Before: 0 pt

Formatted: Space Before: 0 pt



CITY OF FALLON

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: June 23, 2025 AGENDA DATE: June 27, 2025

TO: The Honorable City Council

FROM: Michael O'Neill, City Clerk/Treasurer

AGENDA ITEM TITLE: Report on transfers of appropriations between functions or programs

within the General Fund, Convention & Tourism Fund, and Convention Center Fund during fiscal year 2025 as required by NRS 354.598005.

(For discussion only)

TYPE OF ACTION REQUESTED:

Resolution Ordinance

Formal Action/Motion (X) Other

POSSIBLE COUNCIL ACTION: N/A

DISCUSSION: NRS 354.598005 allows for budget appropriations to be transferred between functions and funds, if such transfers do not increase the total appropriations for the fiscal year and is not in conflict with other statutory provisions. The person designated to administer the budget may transfer appropriations between functions or programs within a fund, if both, the governing body is advised at the next Council meeting and the action is recorded in the official minutes of the meeting. The attached schedule shows appropriation transfers made within the General Fund, Convention & Tourism Fund, and Convention Center Fund. There was no increase in total appropriations due to this action.

FISCAL IMPACT: N/A FUNDING SOURCE: N/A

PREPARED BY: Michael O'Neill, City Clerk/Treasurer

TO BE PRESENTED TO COUNCIL BY: Michael O'Neill, City Clerk/Treasurer

City of Fallon Appropriation Transfers Fiscal Year 2024/2025

	Approved Budget	Increase / (Decrease)	Amended Budget
General Fund			
Mayor and Chief of Staff			
Salaries and Wages	\$ 147,204	\$ 2,000	\$ 149,204
Employee Benefits	82,383	3,000	85,383
Services and Supplies	9,998	1,100	11,098
City Council:			
Salaries and Wages	66,134	3,000	69,134
Employee Benefits	39,312	4,000	43,312
Services and Supplies	1,102	400	1,502
City Clerk:			
Salaries and Wages	788,071	(90,000)	698,071
Employee Benefits	428,162	(49,300)	378,862
Services and Supplies	126,456	36,400	162,856
City Hall:			
Capital Outlay	500,000	(289,960)	210,040
General Expenditures:			
Services and Supplies	1,091,785	123,500	1,215,285
Capital Outlay	-	120,000	120,000
City Attorney:			
Salaries and Wages	419,047	(10,000)	409,047
Employee Benefits	226,264	(400)	225,864
Services and Supplies	283,428	23,000	306,428
Municipal Court:			
Salaries and Wages	239,526	5,000	244,526
Employee Benefits	111,162	8,500	119,662
Services and Supplies	25,089	(2,000)	23,089

City of Fallon Appropriation Transfers Fiscal Year 2024/2025

	Approved Budget	Increase / (Decrease)	Amended Budget
Police Department:			
Salaries and Wages	3,370,726	(120,000)	3,250,726
Employee Benefits	2,003,977	(92,000)	1,911,977
Services and Supplies	438,562	191,600	630,162
Capital Outlay	100,000	32,000	132,000
Fire Department:			
Salaries and Wages	339,765	32,000	371,765
Employee Benefits	443,461	(13,000)	430,461
Services and Supplies	295,569	13,000	308,569
Civil Defense:			
Salaries and Wages	52,999	5,000	57,999
Employee Benefits	5,978	360	6,338
Task Force:			
Salaries and Wages	8,000	7,000	15,000
Services and Supplies	5,000	24,600	29,600
Street Department:			
Services and Supplies	500,000	(282,000)	218,000
Capital Outlay	1,864,000	147,000	2,011,000
Parks Department:			
Salaries and Wages	537,106	25,000	562,106
Employee Benefits	215,822	(50,000)	165,822
Services and Supplies	688,237	46,200	734,437
Operating Transfers	615,000	145,000	760,000
General Fund Total	\$ 16,069,325	*	\$ 16,069,325

City of Fallon Appropriation Transfers Fiscal Year 2024/2025

	Approved Budget		Increase / (Decrease)	Amended Budget	
Convention & Tourism Authority Fund					
Services and Supplies Operating Transfers	\$	550,000 550,000	\$ 250,000 (250,000)	\$	800,000 300,000
Convention & Tourism Total	\$	1,100,000	\$ -	\$	1,100,000
Convention Center Fund					
Salaries and Wages	\$	306,240	\$ (16,000)	\$	290,240
Employee Benefits		145,813	(9,000)		136,813
Services and Supplies Capital Outlay		190,000	5,000 20,000		195,000 20,000
Convention Center Total	\$	642,053	\$ -	\$	642,053
Grand Total	\$	17,811,378	\$ -	\$	17,811,378



CITY OF FALLON

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: June 23, 2025 AGENDA DATE: June 27, 2025

TO: The Honorable City Council

FROM: Michael O'Neill, City Clerk/Treasurer

AGENDA ITEM TITLE: Consideration and possible approval and adoption of Resolution No. 25-

06-01: A resolution augmenting the Fiscal Year 2025 budget of the General Fund in the amount of Three Million Five Hundred Ninety-Eight Thousand Dollars (\$3,598,000), the Convention & Tourism Authority Fund in the amount of One Hundred Twenty-Four Thousand Eight Hundred Dollars (\$124,800), the Airport Fund in the amount of Two Million Six Hundred Fifty Thousand Dollars (\$2,650,000), the Mayor's Youth Fund in the amount of Ten Thousand Dollars (\$10,000) and other

matters properly related thereto. (For possible action)

TYPE OF ACTION REQUESTED:

(X) Resolution Ordinance
Formal Action/Motion Other

POSSIBLE COUNCIL ACTION: Motion to approve and adopt Resolution No. 25-06-01: A resolution augmenting the Fiscal Year 2025 budget of the General Fund in the amount of Three Million Five Hundred Ninety-Eight Thousand Dollars (\$3,598,000), the Convention & Tourism Authority Fund in the amount of One Hundred Twenty-Four Thousand Eight Hundred Dollars (\$124,800), the Airport Fund in the amount of Two Million Six Hundred Fifty Thousand Dollars (\$2,650,000), the Mayor's Youth Fund in the amount of Ten Thousand Dollars (\$10,000) and other matters properly related thereto.

DISCUSSION: NRS 354.598005 authorizes the City to augment a budget when anticipated resources actually available during a budget period exceed those estimated. The City must comply with NRS 354.598005 and NAC 354.400 through 354.490, inclusive, in order to properly augment a budget. Pursuant to NRS 354.598005(l)(a), in order to augment the appropriations of a fund to which ad valorem taxes are allocated as a source of revenue, the City Council must adopt a resolution reciting the appropriations to be augmented and the nature of the unanticipated resources intended to be used for the augmentation. The Council must publish notice of its intention to act on the resolution and must not take action until at least three (3) days after publication of the notice. The General Fund contains ad valorem taxes as a source of revenue which requires the publication notice. The other governmental

Item 7.

funds included in the resolution, Convention & Tourism Authority Fund, Airport Fund, and the Mayor's Youth Fund, are not allocated ad valorem taxes and therefore do not require publication. The attached proposed Resolution satisfies the requirements of both the Nevada Revised Statutes and the Nevada Administrative Code. Notice of the Council's intention to act on the proposed Resolution was published in the Fallon Post on June 20, 2025 and Proof and Statement of Publication is attached. If approved, the proposed Resolution will augment the budget of the General Fund, Convention & Tourism Authority Fund, the Airport Fund and Mayor's Youth Fund in order to properly account for the resources and expenditures of those funds.

FISCAL IMPACT: N/A

FUNDING SOURCE: N/A

PREPARED BY: Michael O'Neill, City Clerk/Treasurer

TO BE PRESENTED TO COUNCIL BY: Michael O'Neill, City Clerk/Treasurer

RESOLUTION NO. 25-06-01

A RESOLUTION AUGMENTING THE FISCAL YEAR 2024-2025 BUDGET OF THE GENERAL FUND, CONVENTION TOURISM AUTHORITY FUND, AIRPORT FUND AND THE MAYOR'S YOUTH FUND, AND OTHER MATTERS PROPERLY RELATED THERETO.

WHEREAS, total resources of the General Fund were budgeted to be \$18,595,379 on April 3, 2025; and

WHEREAS, the total available resources of the General Fund are now determined to be \$22,193,379; and

WHEREAS, said additional unanticipated resources of the General Fund are as follows:

Opening Fund Balance	\$186,466
Enterprise Fund In Lieu of Taxes	\$192,932
United We Stand State Grant	\$30,000
Enterprise Fund Admin Support	\$15,335
Proceed from MTB 2025	\$3,173,267
Total	\$3,598,000; and

WHEREAS, there is a need to apply these excess proceeds in the General Fund; and

WHEREAS, total resources of the Convention & Tourism Authority Fund were budgeted to be \$1,225,872 on July 1, 2024; and

WHEREAS, the total available resources of the Convention & Tourism Authority Fund are now determined to be \$1,350,672; and

WHEREAS, said additional unanticipated resources of the Convention & Tourism Authority Fund are as follows:

Opening Fund Balance	\$22,000
State Grants-in-Aide	\$40,000
Miscellaneous Income	\$62,800
Total	\$124,800; and

WHEREAS, there is a need to apply these excess proceeds in the Convention & Tourism Authority Fund.

WHEREAS, total resources of the Airport Fund were budgeted to be \$446,249 on July 1, 2024; and

WHEREAS, the total available resources of the Airport Fund are now determined to be \$3,096,249; and

WHEREAS, said additional unanticipated resources of the Airport Fund are as follows:

Opening Fund Balance	\$39,340
Lease & Rental Fees	\$13,000
Federal Grants-in-Aide	\$1,585,000
Proceeds of Long-term Debt	\$1,012,660
Total	\$2,650,000; and

WHEREAS, total resources of the Mayor's Youth Fund were budgeted to be \$51,526 on July 1, 2024; and

WHEREAS, the total available resources of the Mayor's Youth Fund are now determined to be \$61,526; and

WHEREAS, said additional unanticipated resources of the Mayor's Youth Fund are as follows:

Other Income

\$10,000; and

WHEREAS, there is a need to apply these excess proceeds in the Mayor's Youth Fund.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Fallon that the fiscal year 2024-2025 budget is hereby augmented by appropriating Three Million Five Hundred Ninety-Eight Thousand Dollars (\$3,598,000) for use in the General Fund, thereby increasing its appropriations from \$18,595,379 to \$22,193,379, by appropriating One Hundred Twenty-Four Thousand Eight Hundred Dollars (\$124,800), for use in the Convention & Tourism Authority Fund, thereby increasing its appropriations from \$1,225,872 to \$1,350,672, by appropriating Two Million Six Hundred Fifty Thousand Dollars (\$2,650,000) for use in the Airport Fund, thereby increasing its appropriations from \$446,249 to \$3,096,249, and by appropriating Ten Thousand Dollars (\$10,000) for use in the Mayor's Youth Fund, thereby increasing its appropriations from \$51,526 to \$61,526. Detailed schedules are attached to this Resolution and by reference are made a part thereof.

BE IT FURTHER RESOLVED that the City Clerk/Treasurer shall immediately forward all necessary documentation relating to this Resolution to the Nevada Department of Taxation.

BE IT FURTHER RESOLVED that this Resolution shall be effective immediately upon approval and adoption and that the budget augmentations contained herein shall be effective upon delivery of an executed copy of this Resolution to the Nevada Department of Taxation.

APPROVED AND ADOPTED by the (City Council of the City of Fallon, Nevada this 27th
day of June, 2025.	
Those voting aye: Those voting nay: Those absent: Those abstaining:	
	KEN TEDFORD Mayor
ATTEST:MICHAEL O'NEILL City Clerk/Treasurer	_

			REVISED
			REVENUE
REVENUES	FINAL BUDGET	REVISIONS	RESOURCES
Taxes:			
Ad Valorem	2,100,507	-	2,100,507
One Cent Option	36,421	-	36,421
Regional Streets and Highways	940,000	-	940,000
Enterprise Fund In Lieu of Taxes	1,258,065	47,146	1,305,211
Total Taxes	4,334,993	47,146	4,382,139
<u>Licenses and Permits:</u>			
Business Licenses and Permits:			
Business Licenses	356,530	-	356,530
Local Liquor Licenses	40,745	-	40,745
City Gaming Licenses	47,283	-	47,283
	444,558	-	444,558
Franchise Taxes:			
Enterprise Fund: In Lieu of tax	1,155,686	145,786	1,301,472
Natural Gas	283,322	-	283,322
Cable Television	78,252	-	78,252
	1,517,260	145,786	1,663,046
Nonbusiness Licenses and Permits:			
Building Permits	126,630	-	126,630
Electric Permits	66,707	-	66,707
Misc Permits	11,381	-	11,381
Plumbing Permits	10,699	-	10,699
	215,417	-	215,417
Total Licenses and Permits	2,177,235	145,786	2,323,021
Total Elections and Fermits	2,177,200	140,700	2,020,021
Intergovernmental Revenues:			
Emergency Management Assistance	28,083	-	28,083
SLFRF Grant	-	-	-
CCSD SRO Reimb	-	-	-
United We Stand	-	30,000	30,000
RTC Reimbursements	-	-	-
Contribution from County	200,000		200,000
	228,083	30,000	258,083

Schedule B - GENERAL FUND REVISED REVENUE SCHEDULE

			REVISED
			REVENUE
REVENUES	FINAL BUDGET	REVISIONS	RESOURCES
State Shared Revenues:			
Motor Vehicle Tax (1.75)	46,339	-	46,339
Motor Vehicle Fuel Tax (3.60)	79,373	-	79,373
State Gaming Licenses	116,137	-	116,137
Consolidated Tax Distribution	2,584,225	-	2,584,225
AB104 Fair Share	400,000	-	400,000
Marijuana local distribution	10,000	-	10,000
State Grant - Hwy 95 EDA	63,000	-	63,000
	3,299,074	-	3,299,074
Other Local Government Shared Rev.			
County Gaming Tax	127,090	-	127,090
Other Local Government Grants:			
Grant from Churchill County	43,765	-	43,765
Total Intergovernmental Revenues	3,698,012	30,000	3,728,012
Charges for Services:			
General Government:			
Building and Zoning Fees	38,189	-	38,189
Enterprise Fund Admin Support	2,706,921	15,335	2,722,256
Land Rent	24,000	-	24,000
Other Assessments & Fees	19,592	-	19,592
	2,788,702	15,335	2,804,037
Public Safety:			
Reimb. For Fire Department Expend.	255,713	-	255,713
Animal Control Fees	16,888		16,888
	272,601	-	272,601
Judicial:			
Reimb. For Juvenile Court Master	33,700	-	33,700

Schedule B - GENERAL FUND REVISED REVENUE SCHEDULE

			REVISED
			REVENUE
REVENUES	FINAL BUDGET	REVISIONS	RESOURCES
Culture and Recreation:			
Swimming Pool Concession	14,075	-	14,075
Swimming Pool Fees	32,635	-	32,635
Gym Use Fees	13,349	-	13,349
Grants-in-Aid	50,000	-	50,000
	110,059	-	110,059
Total Charges for Services	3,205,062	15,335	3,220,397
Fines and Forfeits:	+		
Court Fines and Forfeited Bail	62,788	-	62,788
Miscellaneous			
Interest	63,160	-	63,160
Miscellaneous	5,773	-	5,773
Total Miscellaneous	68,933	-	68,933
	+		
	+		

Schedule B - GENERAL FUND REVISED REVENUE SCHEDULE

REVENUES	FINAL BUDGET	REVISIONS	REVISED REVENUE RESOURCES
SUBTOTAL REVENUE ALL SOURCES	13,547,023	238,267	13,785,290
OTHER FINANCING SOURCES Operating Transfers Transfer In	250,000	-	250,000
Proceeds of Long-Term Debt	-	3,173,267	3,173,267
SUBTOTAL OTHER FINANCING SOURCES	250,000	3,173,267	3,423,267
TOTAL BEGINNING FUND BALANCE Prior Period Adjustments Residual Equity Transfers TOTAL	4,798,356	186,466 - -	4,984,822
AVAILABLE RESOURCES	18,595,379	3,598,000	22,193,379

Schedule B - GENERAL FUND REVISED REVENUE SCHEDULE

EVENIDITURE		1		<u> </u>	
EXPENDITURE					
BY FUNCTION		APPROPRIATION	AMENDED	AUGMENTATION	REVISED
AND ACTIVITY	FINAL BUDGET	TRANSFERS	BUDGET	REVISIONS	EXPENDITURES
General Government:					
Executive:					
Mayor and Chief of Staff					
Salaries and Wages	147,204	2,000	149,204	-	149,204
Employee Benefits	82,383	3,000	85,383	-	85,383
Services and Supplies	9,998	1,100	11,098	-	11,098
Capital Outlay	-	-	-	-	-
	239,585	6,100	245,685	-	245,685
<u>Legislative:</u>					
City Council:					
Salaries and Wages	66,134	3,000	69,134	-	69,134
Employee Benefits	39,312	4,000	43,312	-	43,312
Services and Supplies	1,102	400	1,502	-	1,502
Capital Outlay		-	,532	-	,552
oup and outline	106,548	7,400	113,948	-	113,948
Administrative:					
City Clerk:					
Salaries and Wages	788,071	(90,000)	698,071	_	698,071
Employee Benefits	428,162	(49,300)	378,862	-	378,862
Services and Supplies	126,456	36,400	162,856	-	162,856
Capital Outlay	120,430	30,400	102,030	-	102,030
Сарнаі Оппау	1,342,689	(102,900)	1,239,789	-	1,239,789
City Hall:					
Services and Supplies	112,066	- (222.222)	112,066	-	112,066
Capital Outlay	500,000	(289,960)	210,040	-	210,040
	612,066	(289,960)	322,106	-	322,106
General Expenditures:					
Services and Supplies	1,091,785	123,500	1,215,285	80,000	1,295,285
Capital Outlay	-	120,000	120,000	10,000	130,000
	1,091,785	243,500	1,335,285	90,000	1,425,285
Activity Total	\$ 3,392,673	\$ (135,860)	\$ 3,256,813	\$ 90,000	\$ 3,346,813
SALARIES & WAGES	1,001,409	(85,000)	916,409	-	916,409
EMPLOYEE BENEFITS	549,857	(42,300)	507,557	-	507,557
SERVICE & SUPPLIES	1,341,407	161,400	1,502,807	80,000	1,582,807
CAPITAL OUTLAY	500,000	(169,960)	330,040	10,000	340,040
OTHER	-	-	-	-	-
FUNCTION SUBTOTAL	3,392,673	(135,860)	3,256,813	90,000	3,346,813

Schedule B - GENERAL FUND General Government Function

EXPENDITURE					
BY FUNCTION		APPROPRIATION	AMENDED	AUGMENTATION	REVISED
AND ACTIVITY	FINAL BUDGET	TRANSFERS	BUDGET	REVISIONS	EXPENDITURES
Judicial:					
City Attorney:		(12.222)			
Salaries and Wages	419,047	(10,000)	409,047	-	409,047
Employee Benefits	226,264	(400)	225,864	-	225,864
Services and Supplies	283,428	23,000	306,428	-	306,428
Capital Outlay		-	-	-	
	928,739	12,600	941,339	-	941,339
Municipal Court:					
Salaries and Wages	239,526	5,000	244,526	-	244,526
Employee Benefits	111,162	8,500	119,662	-	119,662
Services and Supplies	25,089	(2,000)	23,089	-	23,089
Capital Outlay	-	-	- -	-	-
,	375,777	11,500	387,277	-	387,277
	A 4.004.540	A 04 400			4.000.040
Activity Total	\$ 1,304,516	\$ 24,100	\$ 1,328,616	\$ -	1,328,616
SALARIES & WAGES	658,573	(5,000)	653,573	-	653,573
EMPLOYEE BENEFITS	337,426	8,100	345,526	-	345,526
SERVICE & SUPPLIES	308,517	21,000	329,517	-	329,517
CAPITAL OUTLAY	-	-	-	-	-
OTHER					
OTTIER	-	-	-	-	-

Schedule B - GENERAL FUND Judicial Function

	1	Tr.			
EXPENDITURE					
BY FUNCTION		APPROPRIATION	AMENDED	AUGMENTATION	
AND ACTIVITY	FINAL BUDGET	TRANSFERS	BUDGET	REVISIONS	EXPENDITURES
Public Safety:					
Police Department:		((00.000)			
Salaries and Wages	3,370,726	(120,000)	3,250,726	-	3,250,726
Employee Benefits	2,003,977	(92,000)	1,911,977	-	1,911,977
Services and Supplies	438,562	191,600	630,162	-	630,162
Capital Outlay	100,000	32,000	132,000	-	132,000
	5,913,265	11,600	5,924,865	-	5,924,865
Fire Department:					
Salaries and Wages	339,765	32,000	371,765	-	371,765
Employee Benefits	443,461	(13,000)	430,461	-	430,461
Services and Supplies	295,569	13,000	308,569	-	308,569
Capital Outlay	_	-	-	-	-
	1,078,795	32,000	1,110,795	-	1,110,795
<u>Civil Defense:</u>					
Salaries and Wages	52,999	5,000	57,999	_	57,999
Employee Benefits	5,978	360	6,338		6,338
Services and Supplies	2,755		2,755	<u> </u>	2,755
Capital Outlay	2,700	_	2,700		2,700
Capital Outlay	61,732	5,360	67,092	-	67,092
<u>Task Force:</u> Salaries and Wages	8,000	7,000	15,000	_	15,000
Employee Benefits	0,000	7,000	10,000		13,000
Services and Supplies	5,000	24,600	29,600	_	29,600
Capital Outlay	3,000	24,000	29,000		29,000
Capital Outlay	13,000	31,600	44,600	-	44,600
Activity Total	\$ 7,066,792	\$ 80,560	\$ 7,147,352	\$ -	\$ 7,147,352
					_
SALARIES & WAGES	3,771,490	(76,000)	3,695,490	-	3,695,490
EMPLOYEE BENEFITS	2,453,416	(104,640)	2,348,776	-	2,348,776
SERVICE & SUPPLIES	741,886	229,200	971,086	-	971,086
CAPITAL OUTLAY	100,000	32,000	132,000	-	132,000
OTHER	-	-	-	-	-
FUNCTION SUBTOTAL	7,066,792	80,560	7,147,352	-	7,147,352

Schedule B - GENERAL FUND Public Safety Function

FUNCTION SUBTOTAL	2,364,000	(135,000)	2,229,000	-	2,229,000
OTHER	-	-	_,3,556	-	-,011,000
CAPITAL OUTLAY	1,864,000	147,000	2,011,000	-	2,011,000
SERVICE & SUPPLIES	500,000	(282,000)	218,000	-	218,000
SALARIES & WAGES EMPLOYEE BENEFITS	-	-	-	-	-
_					
_					
_					
	2,364,000	(135,000)	2,229,000	-	2,229,000
	-	-	- 1	-	-
Capital Outlay-Infrastructure	1,864,000	147,000	2,011,000	-	2,011,000
Street Department: Services and Supplies	500,000	(282,000)	218,000	_	218,000
Public Works:					
AND ACTIVITY	FINAL BUDGET	APPROPRIATION TRANSFERS	AMENDED BUDGET	AUGMENTATION REVISIONS	REVISED EXPENDITURES
EXPENDITURE BY FUNCTION		ADDDODDIATION	AMENDED	ALICMENITATION	DEVICED

Schedule B - GENERAL FUND Public Works Function

EXPENDITURE					
BY FUNCTION		APPROPRIATION	AMENDED	AUGMENTATION	REVISED
AND ACTIVITY	FINAL BUDGET	TRANSFERS	BUDGET	REVISIONS	EXPENDITURES
Culture and Recreation:					
Parks Department:					
Salaries and Wages	537,106	25,000	562,106	-	562,106
Employee Benefits	215,822	(50,000)	165,822	-	165,822
Services and Supplies	688,237	46,200	734,437	•	734,437
Capital Outlay	1,330,000	-	1,330,000	-	1,330,000
	2,771,165	21,200	2,792,365	-	2,792,365
SALARIES & WAGES	537,106	25,000	562,106	-	562,106
EMPLOYEE BENEFITS	215,822	(50,000)	165,822	-	165,822
SERVICE & SUPPLIES	688,237	46,200	734,437	-	734,437
CAPITAL OUTLAY	1,330,000	-	1,330,000	-	1,330,000
OTHER	-	-	=	-	-
FUNCTION SUBTOTAL	2,771,165	21,200	2,792,365	-	2,792,365

Schedule B - GENERAL FUND Culture and Recreation Function

EXPENDITURE					
BY FUNCTION		APPROPRIATION	AMENDED	AUGMENTATION	REVISED
AND ACTIVITY	FINAL BUDGET	TRANSFERS	BUDGET	REVISIONS	EXPENDITURES
General Government	3,392,673	(135,860)	3,256,813	90,000	3,346,813
Judicial	1,304,516	24,100	1,328,616	-	1,328,616
Public Safety	7,066,792	80,560	7,147,352	-	7,147,352
Public Works	2,364,000	(135,000)	2,229,000	-	2,229,000
Culture and Recreation	2,771,165	21,200	2,792,365	-	2,792,365
SUBTOTAL EXPENDITURES	16,899,146	(145,000)	16,754,146	90,000	16,844,146
OTHER USES					
Contingency (not to exceed					
3% of total expenditures)					
Operating Transfers	615,000	145,000	760,000	105,000	865,000
	045,000	445.000	700.000	405.000	005.000
SUBTOTAL OTHER USES	615,000	145,000	760,000	105,000	865,000
TOTAL ENDING FUND BALANCE	1,081,233	-	1,081,233	3,403,000	4,484,233
Prior Period Adjustments	-	-		-	-
Residual Equity Transfers	ı	-	-	-	-
TOTAL FUND COMMITMENTS AND FUND BALANCE	18,595,379		18,595,379	3,598,000	22,193,379

CITY OF FALLONSchedule B - GENERAL FUND

Page 10

						1		Item 7.
REVENUES			APPROPRIATION		AMENDED			REVISED
KEVEROLO	FIN	IAL BUDGET	TRANSFERS		BUDGET	REVISIONS		BUDGET
Occupancy Tax Revenue	\$	900,000	TIVANOLLING	\$	900,000	TEVISIONS	\$	900,000
Grants-in-Aide: State of Nevada	Ψ	20,000	\longrightarrow	Ψ	20,000	40,000	Ψ	60,000
Interest Income		20,000	>		200	40,000		200
Miscellaneous Income		200	\longrightarrow		200	62,800		62,800
IVIISCEIIATIEOUS ITICOTTIE			\longrightarrow		<u>_</u>	02,000		02,000
			\longrightarrow					
			\longrightarrow					
			\longrightarrow		<u>-</u>			<u>-</u>
Subtotal	\$	920,200		\$	920,200	\$ 102,800	\$	1,023,000
OTHER FINANCING SOURCES:	Φ	920,200		φ	920,200	φ 102,000	φ	1,023,000
Operating Transfers In (Schedule T)			>		-			
			>		-			
			\longrightarrow					
	-		\longrightarrow		-			-
	-				-			
	φ.	205 070		,	205 670	ф 00.000	Φ.	207.070
BEGINNING FUND BALANCE	\$	305,672		\$	305,672	\$ 22,000	\$	327,672
Prior Period Adjustment(s)			\sim		-			-
Residual Equity Transfers					-			-
		005.070		Φ.	005.070	Φ 00.000	_	007.070
TOTAL BEGINNING FUND BALANCE	\$	305,672		\$	305,672	\$ 22,000	\$	327,672
TOTAL DESCUIPOES	٠	1 225 272		\$	1 225 272	¢ 124.900	Φ	1 250 672
TOTAL RESOURCES	\$	1,225,872		Ф	1,225,872	\$ 124,800	\$	1,350,672
EVDENDITUDES								
EXPENDITURES Salarias and Warran	-							
Salaries and Wages Employee Benefits	-				-			<u>-</u>
	-	550,000	250,000		900 000	124 900		024 900
Services and Supplies		550,000	250,000		800,000	124,800		924,800
Capital Outlay								
					-			
					-			-
					-			
	Φ.	FF0 000	Φ 050,000	Φ		ф 404.000	Φ.	-
Subtotal	\$	550,000	\$ 250,000	\$	800,000	\$ 124,800	\$	924,800
OTHER USES	-							
CONTINGENCY (not to exceed 3% of								
total expenditures)		- -	(050,000)		200.000	-		-
Transfers Out (Schedule T)		550,000	(250,000)		300,000			300,000
					-			_
					-			_
					-			_
	-				-			-
	_	40= 0=0		_	-	Φ.	_	-
ENDING FUND BALANCE	\$	125,872	\$ -	\$	125,872	\$ -	\$	125,872
		4 00- 0		_			٦	4 055 555
TOTAL COMMITMENTS & FUND BALANCE	\$	1,225,872	\$ -	\$	1,225,872	\$ 124,800	\$	1,350,672

	CITY OF FALLON	
 FUND:	CONVENTION & TOURISM AUTHORITY FUND	

			I	1					Item 7.
REVENUES			APPROPRIATION		AMENDED				REVISED
	FIN	AL BUDGET	TRANSFERS		BUDGET		REVISIONS		BUDGET
Lease & Rental Fees	\$	35,000	THU WHO! ENG	\$	35,000	\$	13,000	\$	48,000
Fuel Tax Revenue	+*	100	>	Ť	100	Ψ	10,000	Ψ	100
Grants-in-Aide: Federal		-	>		-		1,585,000		1,585,000
Interest Income		10	>		10		1,000,000		10
Miscellaneous Income			\longrightarrow	1	-				- 10
IVIICOCIIA II COMO			>						
			>						
			\longrightarrow	_	_				_
Subtotal	\$	35,110		\$	35,110	\$	1,598,000	\$	1,633,110
OTHER FINANCING SOURCES:	Ψ	55,110		Ψ	33,110	Ψ	1,000,000	Ψ	1,000,110
Operating Transfers In (Schedule T)		75,000		\vdash	75,000				75,000
Operating Transfers III (Scriedule 1)		7 3,000	\longrightarrow	┢	7 3,000				7 3,000
Proceeds of Long-term Debt			>	-	<u>-</u>		1,012,660		1,012,660
Troceeds of Long-term Debt			\longrightarrow	┢			1,012,000		1,012,000
			>	-	<u>-</u>				<u>-</u>
				-	<u>-</u>				<u>-</u>
BEGINNING FUND BALANCE	\$	336,139		\$	336,139	\$	39,340	\$	375,479
BEGINNING FOND BALANCE	Ψ	330,139		Ψ	330,139	Ψ	39,340	Ψ	313,419
Prior Period Adjustment(s)				-					
Residual Equity Transfers			>	-					
Residual Equity Translers					<u>-</u>				<u>-</u>
TOTAL BEGINNING FUND BALANCE	\$	336,139		\$	336,139	\$	39,340	\$	375,479
TOTAL BEGINNING FOND BALANCE	Ψ	330,139		Ψ	330,139	Ψ	39,340	Ψ	313,419
TOTAL RESOURCES	\$	446,249		\$	446,249	\$	2,650,000	\$	3,096,249
TOTAL RESCONDED	ΤΨ	770,270		ļΨ	440,240	Ψ	2,000,000	Ψ	0,000,E40
EXPENDITURES									
Salaries and Wages									
Employee Benefits									
Services and Supplies		75,000			75,000		10,000		85,000
Capital Outlay		300,000			300,000		1,625,000		1,925,000
Sapital Sutiay		300,000			- 300,000		1,020,000		1,323,000
Subtotal	\$	375,000	\$ -	\$	375,000	\$	1,635,000	\$	2,010,000
OTHER USES	Ψ	373,000	-	Ψ	373,000	Ψ	1,000,000	Ψ	2,010,000
CONTINGENCY (not to exceed 3% of	-			\vdash		-			
total expenditures)									
Transfers Out (Schedule T)	+	35,000		\vdash	35,000		-		35,000
Transiers Out (Soliedule 1)	+	33,000			33,000		-		33,000
	+				-				-
	+								<u>-</u>
	+			┢	-	-			
	+			\vdash	-	-			
ENDING FUND BALANCE	\$	36,249	\$ -	\$	36,249	\$	1,015,000	\$	1,051,249
LINDING FUND BALANCE	φ	30,249	-	φ	30,249	φ	1,010,000	φ	1,031,249
	+			┢		-			
TOTAL COMMITMENTS & FUND DALANCE	ď	116 210	¢	Φ	116 210	¢	2 650 000	¢	3 006 340
TOTAL COMMITMENTS & FUND BALANCE	\$	446,249	\$ -	\$	446,249	\$	2,650,000	\$	3,096,249

	CITY OF FALLON	
FUND:	AIRPORT	

							T	Item 7.
<u>REVENUES</u>			APPROPRIATION		AMENDED			RE VISED
		AL BUDGET	TRANSFERS	_	BUDGET	REVISIONS	<u> </u>	BUDGET
Other Income	\$	30,000	\sim	\$	30,000	\$ 10,000	\$	40,000
Interest Income		10	\sim		10			10
Miscellaneous Income			\sim		-		-	
	_		\longrightarrow		-		-	
					-		-	
			\longrightarrow		<u>-</u>		-	-
			>		<u>-</u>		+	<u>-</u>
Subtotal	\$	30,010		\$	30,010	\$ 10,000	\$	40,010
OTHER FINANCING SOURCES:	Ψ	30,010		Ψ	30,010	Ψ 10,000	$+^{\psi}$	40,010
Operating Transfers In (Schedule T)							+	-
operating transfers in (constant 1)					_		+	_
					_		+	_
					_		T	
			\Longrightarrow		-			-
							1	
BEGINNING FUND BALANCE	\$	21,516	>>	\$	21,516		\$	21,516
Prior Period Adjustment(s)			\bigvee		-			-
Residual Equity Transfers			$>\!\!<$		-			-
				L				
TOTAL BEGINNING FUND BALANCE	\$	21,516	\sim	\$	21,516	\$ -	\$	21,516
TOTAL RESOURCES	\$	51,526		\$	51,526	\$ 10,000	\$	61,526
	Ψ	01,020		<u> </u>	01,020	10,000	Ť	01,020
<u>EXPENDITURES</u>							-	
Salaries and Wages					-		-	-
Employee Benefits Services and Supplies		50,000			50,000	10.000	-	60,000
Capital Outlay		50,000			50,000	10,000	-	60,000
Capital Outlay					<u>-</u>		-	
					<u>-</u> _		+	<u>-</u>
					<u>_</u>		-	<u>_</u>
							-	
Subtotal	\$	50,000	\$ -	\$	50,000	\$ 10,000	\$	60,000
OTHER USES	—		<u> </u>	_		10,000	+ +	
CONTINGENCY (not to exceed 3% of							1	
total expenditures)		_			-	-		-
Transfers Out (Schedule T)					-		1	-
					-			
					-			=
					-			-
					-			-
					-			-
ENDING FUND BALANCE	\$	1,526	-	\$	1,526	-	\$	1,526
							1	
TOTAL COMMITMENTS & FUND BALANCE	\$	51,526	-	\$	51,526	\$ 10,000	\$	61,526

	CITY OF FALLON	
FUND:	MAYOR'S YOUTH FUND	



REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: June 23, 2025 AGENDA DATE: June 27, 2025

TO: The Honorable City Council

FROM: Michael O'Neill, City Clerk/Treasurer

AGENDA ITEM TITLE: Consideration and possible approval and adoption of Resolution No. 25-

06-02: A resolution augmenting the fiscal year 2024-2025 budget of the

Electric Enterprise Fund in the amount of Five Hundred Fifty-Two

Thousand Dollars (\$552,000), the Water Enterprise Fund in the amount of One Hundred Three Thousand Dollars (\$103,000), the Sewer Enterprise Fund in the amount of One Hundred Forty-Three Thousand Dollars

Fund in the amount of One Hundred Forty-Three Thousand Dollars (\$143,000), the Sanitation Enterprise Fund in the amount of One Hundred Fifty Thousand Dollars (\$150,000), the Landfill Enterprise Fund in the amount of Two Hundred Ninety-Six Thousand Dollars (\$296,000), the Water Treatment Enterprise Fund in the amount of Sixty-Five Thousand Dollars (\$65,000), the Water Treatment Reserve Fund in the amount of One Hundred Forty Thousand Dollars (\$140,000), the Data Processing Internal Service Fund in the amount of Fifty-Three Thousand Dollars (\$53,000) and the Public Works Internal Service Fund in the amount of Four Hundred Five Thousand Dollars (\$405,000), and other matters

properly related thereto. (For possible action)

TYPE OF ACTION REQUESTED:

(X) Resolution Ordinance
Formal Action/Motion Other

POSSIBLE COUNCIL ACTION: A resolution augmenting the fiscal year 2024-2025 budget of the Electric Enterprise Fund in the amount of Five Hundred Fifty-Two Thousand Dollars (\$552,000), the Water Enterprise Fund in the amount of One Hundred Three Thousand Dollars (\$103,000), the Sewer Enterprise Fund in the amount of One Hundred Fifty Thousand Dollars (\$143,000), the Sanitation Enterprise Fund in the amount of One Hundred Fifty Thousand Dollars (\$150,000), the Landfill Enterprise Fund in the amount of Two Hundred Ninety-Six Thousand Dollars (\$296,000), the Water Treatment Enterprise Fund in the amount of Sixty-Five Thousand Dollars (\$65,000), the Water Treatment Reserve Fund in the amount of One Hundred Forty Thousand Dollars (\$140,000), the Data Processing Internal Service Fund in the amount of Fifty-Three Thousand Dollars (\$53,000) and the Public Works Internal

Item 8.

Service Fund in the amount of Four Hundred Five Thousand Dollars (\$405,000), and other matters properly related thereto.

DISCUSSION: NRS 354.598005 authorizes the City to augment a budget when anticipated resources actually available during a budget period exceed those estimated. The City must comply with NRS 354.598005 and NAC 354.400 through 354.490, inclusive, in order to properly augment a budget. Pursuant to NRS 354.598005(l)(b), in order to augment the appropriations of an enterprise fund or internal service fund, the City Council must adopt a resolution providing therefore at a regular meeting of the Council. The attached proposed Resolution satisfies the requirements of both the Nevada Revised Statutes and the Nevada Administrative Code. If approved, the proposed Resolution will augment the budget of the Electric Enterprise Fund, the Water Enterprise Fund, the Sanitation Enterprise Fund, the Landfill Enterprise Fund, The Water Treatment Fund, the Water Treatment Reserve Fund, the Data Processing Internal Service Fund, and the Public Works Internal Service Fund in order to properly account for the resources and expenditures of those funds.

FISCAL IMPACT: N/A

FUNDING SOURCE: N/A

PREPARED BY: Michael O'Neill, City Clerk/Treasurer

TO BE PRESENTED TO COUNCIL BY: Michael O'Neill, City Clerk/Treasurer

RESOLUTION NO. 25-06-02

A RESOLUTION AUGMENTING THE FISCAL YEAR 2024-2025 BUDGET OF THE ELECTRIC ENTERPRISE FUND IN THE AMOUNT OF FIVE HUNDRED FIFTY-TWO THOUSAND DOLLARS (\$552,000), THE WATER ENTERPRISE FUND IN THE AMOUNT OF ONE HUNDRED THREE THOUSAND DOLLARS (\$103,000), THE SEWER ENTERPRISE FUND IN THE AMOUNT OF ONE HUNDRED FORTY-THREE THOUSAND DOLLARS (\$143,000), THE SANITATION ENTERPRISE FUND IN THE AMOUNT OF ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000), THE LANDFILL ENTERPRISE FUND IN THE AMOUNT OF TWO HUNDRED NINETY-SIX THOUSAND DOLLARS (\$296,000), THE WATER TREATMENT ENTERPRISE FUND IN THE AMOUNT OF SIXTY-FIVE THOUSAND DOLLARS (\$65,000), THE WATER TREATMENT RESERVE FUND IN THE AMOUNT OF ONE HUNDRED FORTY THOUSAND DOLLARS (\$140,000), THE DATA PROCESSING INTERNAL SERVICE FUND IN THE AMOUNT OF FIFTY-THREE THOUSAND DOLLARS (\$53,000) AND THE PUBLIC WORKS INTERNAL SERVICE FUND IN THE AMOUNT OF FOUR HUNDRED FIVE THOUSAND DOLLARS (\$405,000), AND OTHER MATTERS PROPERLY RELATED THERETO.

WHEREAS, total resources of the Electric Enterprise Fund were budgeted to be \$14,170,000 on July 1, 2024; and

WHEREAS, the total available resources of the Electric Enterprise Fund are now determined to be 14,722,000; and

WHEREAS, said additional resources of the Electric Enterprise Fund are as follows:

Electric Sales and Other Charges	\$30,000
Capital Contributions	\$222,000
Cash on Hand	\$300,000
Total	\$552,000; and

WHEREAS, there is a need to apply these excess resources in the Electric Enterprise Fund by augmenting the appropriations of the Electric Enterprise Fund as described in the attached detailed schedules; and

WHEREAS, total resources of the Water Enterprise Fund were budgeted to be \$1,955,500 on July 1, 2024; and

WHEREAS, the total available resources of the Water Enterprise Fund are now determined to be \$2,058,500 and

WHEREAS, said additional resources of the Water Enterprise Fund are as follows:

Cash on Hand

\$103,000; and

WHEREAS, there is a need to apply these excess resources in the Water Enterprise Fund by augmenting the appropriations of the Water Enterprise Fund as described in the attached detailed schedules; and

WHEREAS, total resources of the Sewer Enterprise Fund were budgeted to be \$3,001,800 on July 1, 2024; and

WHEREAS, the total available resources of the Sewer Enterprise Fund are now determined to be \$3,144,800 and

WHEREAS, said additional resources of the Sewer Enterprise Fund are as follows:

Sewer Service Fees	\$50,000
Capital Contributions	\$40,000
Cash on Hand	\$53,000
Total	\$143,000; and

WHEREAS, there is a need to apply these excess resources in the Sewer Enterprise Fund by augmenting the appropriations of the Sewer Enterprise Fund as described in the attached detailed schedules; and

WHEREAS, total resources of the Sanitation Enterprise Fund were budgeted to be \$2,913,050 on July 1, 2024; and

WHEREAS, the total available resources of the Sanitation Enterprise Fund are now determined to be \$3,063,050; and

WHEREAS, said additional resources of the Sanitation Enterprise Fund are as follows:

Transfer Station Revenue	\$24,000
Cash on Hand	\$126,00 <u>0</u>
Total	\$150,000; and

WHEREAS, there is a need to apply these excess resources in the Sanitation Enterprise Fund by augmenting the appropriations of the Sanitation Enterprise Fund as described in the attached detailed schedules; and

WHEREAS, total resources of the Landfill Enterprise Fund were budgeted to be \$2,029,000 on July 1, 2024; and

WHEREAS, the total available resources of the Landfill Enterprise Fund are now determined to be \$2,325,000; and

WHEREAS, said additional resources of the Landfill Enterprise Fund are as follows:

Landfill Fees	\$220,000
Cash on Hand	\$76,000
Total	\$296,000; and

WHEREAS, there is a need to apply these excess resources in the Landfill Enterprise Fund by augmenting the appropriations of the Landfill Enterprise Fund as described in the attached detailed schedules; and

WHEREAS, total resources of the Water Treatment Enterprise Fund were budgeted to be \$1,805,200 on July 1, 2024; and

WHEREAS, the total available resources of the Water Treatment Enterprise Fund are now determined to be \$1,870,200; and

WHEREAS, said additional resources of the Water Treatment Enterprise Fund are as follows:

Capital Contributions	\$14,000
Cash on Hand	\$51,00 <u>0</u>
Total	\$65,000; and

WHEREAS, there is a need to apply these excess resources in the Water Treatment Enterprise Fund by augmenting the appropriations of the Water Treatment Enterprise Fund as described in the attached detailed schedules; and

WHEREAS, total resources of the Water Treatment Reserve Enterprise Fund were budgeted to be \$41,772 on July 1, 2024; and

WHEREAS, the total available resources of the Water Treatment Reserve Enterprise Fund are now determined to be \$181,772; and

WHEREAS, said additional resources of the Water Treatment Reserve Enterprise Fund are as follows:

Cash on Hand \$140,000; and

WHEREAS, there is a need to apply these excess resources in the Water Treatment Reserve Enterprise Fund by augmenting the appropriations of the Water Treatment Enterprise Fund as described in the attached detailed schedules; and WHEREAS, total resources of the Data Processing Internal Service Fund were budgeted to be \$312,010 on July 1, 2024; and

WHEREAS, the total available resources of the Data Processing Internal Service Fund are now determined to be \$365,010 and

WHEREAS, said additional resources of the Data Processing Internal Service Fund are as follows:

User Fees \$53,000; and

WHEREAS, there is a need to apply these excess resources in the Data Processing Internal Service Fund by augmenting the appropriations of the Data Processing Internal Service Fund as described in the attached detailed schedules; and

WHEREAS, total resources of the Public Works Internal Service Fund were budgeted to be \$1,620,005 on July 1, 2024; and

WHEREAS, the total available resources of the Public Works Internal Service Fund are now determined to be One Million Eight Hundred Eighteen Thousand Dollars \$2,025,005; and

WHEREAS, said additional resources of the Public Works Internal Service Fund are as follows:

User Fees \$405,000; and

WHEREAS, there is a need to apply these excess resources in the Public Works Internal Service Fund by augmenting the appropriations of the Public Works Internal Service Fund as described in the attached detailed schedules; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Fallon that the fiscal year 2024-2025 budget of the Electric Enterprise Fund is hereby augmented by appropriating Five Hundred Fifty-Two Thousand Dollars (\$552,000), thereby increasing its appropriations from Fourteen Million One Hundred Seventy Thousand Dollars (\$14,170,000) to Fourteen Million Four Hundred Twenty-Two Thousand Dollars (\$14,422,000), in order to augment the appropriations of the Electric Enterprise Fund as described in the attached detailed schedules.

BE IT FURTHER RESOLVED that the fiscal year 2024-2025 budget of the Water Enterprise Fund is hereby augmented by appropriating One Hundred Three Thousand Dollars (\$103,000), thereby increasing its appropriations from One Million Nine Hundred Fifty-Five Thousand Five Hundred Dollars (\$1,955,500) to Two Million Fifty-Eight Thousand Five Hundred Dollars (\$2,058,500), in order to augment the appropriations of the Water Enterprise Fund as described in the attached detailed schedules.

BE IT FURTHER RESOLVED that the fiscal year 2024-2025 budget of the Sewer Enterprise Fund is hereby augmented by appropriating One Hundred Forty-Three Thousand Dollars (\$143,000.00), thereby increasing its appropriations from be Three Million One Thousand Eight Hundred Dollars (\$3,001,800) to Three Million One Hundred Forty-Four Thousand Eight Hundred Dollars (\$3,144,800), in order to augment the appropriations of the Sewer Enterprise Fund as described in the attached detailed schedules.

BE IT FURTHER RESOLVED that the fiscal year 2024-2025 budget of the Sanitation Enterprise Fund is hereby augmented by appropriating One Hundred Fifty Thousand Dollars (\$150,000.00), thereby increasing its appropriations from Two Million Nine Hundred Thirteen Thousand Fifty Dollars (\$2,913,050) to Three Million Sixty-Three Thousand Fifty Dollars (\$3,063,050), in order to augment the appropriations of the Sanitation Enterprise Fund as described in the attached detailed schedules.

BE IT FURTHER RESOLVED that the fiscal year 2024-2025 budget of the Landfill Enterprise Fund is hereby augmented by appropriating Two Hundred Ninety-Six Thousand Dollars (\$296,000.00), thereby increasing its appropriations from Two Million Twenty-Nine Thousand Dollars (\$2,029,000) to Two Million Three Hundred Twenty-Five Thousand Dollars (\$2,325,000), in order to augment the appropriations of the Landfill Enterprise Fund as described in the attached detailed schedules.

BE IT FURTHER RESOLVED that the fiscal year 2024-2025 budget of the Water Treatment Enterprise Fund is hereby augmented by appropriating Sixty-Five Thousand Dollars (\$65,000), thereby increasing its appropriations from One Million Eight Hundred Five Thousand Two Hundred Dollars (\$1,805,200) to One Million Eight Hundred Seventy Thousand Two Hundred Dollars (\$1,870,200), in order to augment the appropriations of the Water Treatment Enterprise Fund as described in the attached detailed schedules.

BE IT FURTHER RESOLVED that the fiscal year 2024-2025 budget of the Water Treatment Reserve Fund is hereby augmented by appropriating One Hundred Forty Thousand Dollars (\$140,000), thereby increasing its appropriations from Forty-One Thousand Seven Hundred Seventy-Two Dollars (\$41,772) to One Hundred Eighty-One Thousand Seven Hundred Seventy-Two Dollars (\$181,772), in order to augment the appropriations of the Water Treatment Reserve Fund as described in the attached detailed schedules.

BE IT FURTHER RESOLVED that the fiscal year 2024-2025 budget of the Data Processing Internal Service Fund is hereby augmented by appropriating Fifty-Three Thousand (\$53,000), thereby increasing its appropriations from Three Hundred Twelve Thousand Ten Dollars (\$312,010) to Three Hundred Sixty-Five Thousand Ten Dollars (\$365,010), in order to augment the appropriations of the Data Processing Internal Service Fund as described in the attached detailed schedules.

BE IT FURTHER RESOLVED that the fiscal year 2024-2025 budget of the Public Works Internal Service Fund is hereby augmented by appropriating Four Hundred Five

Thousand Dollars (\$405,000), thereby increasing its appropriations from One Million Six Hundred Twenty Thousand Five Dollars (\$1,620,005) to Two Million Twenty-Five Thousand Five Dollars (\$2,025,005), in order to augment the appropriations of the Public Works Internal Service Fund as described in the attached detailed schedules.

BE IT FURTHER RESOLVED that the City Clerk/Treasurer shall immediately forward all necessary documentation relating to this Resolution to the Nevada Department of Taxation.

BE IT FURTHER RESOLVED that this Resolution shall be effective immediately upon approval and adoption and that the budget augmentations contained herein shall be effective upon delivery of an executed copy of this Resolution to the Nevada Department of Taxation.

APPROVED AND ADOPTED by the 0 day of June, 2025.	City Council of the City of Fallon, Nevada this 27th
Those voting aye: Those voting nay: Those absent: Those abstaining:	
	KEN TEDFORD Mayor
ATTEST: MICHAEL O'NEILL City Clerk/Treasurer	

			REVISED
ELECTRIC FUND			REVENUES
			AND
	FINAL BUDGET	REVISIONS	EXPENSES
OPERATING REVENUE			
Electric Sales and Other Charges	14,000,000	30,000	14,030,000
Miscellaneous	100,000	-	100,000
Operatng grant		-	-
Total Operating Revenue	14,100,000	30,000	14,130,000
OPERATING EXPENSE			
Salaries and Wages	869,151	(46,901)	822,250
Employee Benefits	361,041	(11,811)	349,230
Services and Supplies	1,221,618	141,642	1,363,260
Electric Energy Purchased	7,300,000	(180,000)	7,120,000
Data Processing Use Fee	124,800	21,200	146,000
Public Works Director Use Fee	648,000	162,000	810,000
In Lieu of tax & fees to General Fund	913,884	79,050	992,934
General Fund adminstrative Support	1,570,014	(180)	1,569,834
Depreciation/Amortization	600,000	-	600,000
Total Operating Expense	13,608,508	165,000	13,773,508
Operating Income or (Loss)	491,492	(135,000)	356,492
NONOPERATING REVENUES			
Interest Earned	50,000	-	50,000
Capital Contributions	20,000	222,000	242,000
Total Nonoperating Revenues	70,000	222,000	292,000
NONOPERATING EXPENSES			·
Interest Expense	59,000	17,000	76,000
Economic Development	200,000	(30,000)	170,000
Quality of Life Promotion	500,000	400,000	900,000
		•	
Total Nonoperating Expenses	759,000	387,000	1,146,000
Net Income before Operating Transfers	(197,508)	(300,000)	(497,508)
Operating Transfers (Schedule T)			
In	-	-	<u> </u>
Out	-	-	-
Net Operating Transfers	-	-	
CHANGE IN NET POSITION	(197,508)	(300,000)	(497,508)

SCHEDULE F-1 REVENUES, EXPENSES AND NET INCOME FUND <u>ELECTRIC ENTERPRISE FUND</u>

ELECTRIC FUND			REVISED
ELECTRIC FUND			STATEMENT
	FINAL BUDGET	REVISIONS	OF CASH FLOWS
A. CASH FLOWS FROM OPERATING			0.10111 20110
ACTIVITIES:			
Cash Received from Customers	14,030,000	30,000	14,060,000
Payments to other funds for services	-	-	•
Cash payments to suppliers	(10,355,459)	(319,831)	(10,675,290)
Cash payments to employees for services	(869,151)	46,901	(822,250)
Cash from other funds for services	(2,483,898)	(262,070)	(2,745,968)
a. Net cash provided by (or used for)			
operating activities	321,492	(505,000)	(183,508)
B. CASH FLOWS FROM NONCAPITAL			
FINANCING ACTIVITIES:			
Payment Interfund Loan to Water Fund	-	-	-
b. Net cash provided by (or used for)			
noncapital financing			
activities	-	-	-
C. CASH FLOWS FROM CAPITAL AND			
RELATED FINANCING ACTIVITIES:			
Purchase of Prop Plant & Equipment	(500,000)	-	(500,000)
Principal payment on debt	(513,000)		(513,000)
Connection Fees	20,000	222,000	242,000
Principal payment on lease liability Interest Paid	(50,000)	(9,000)	(9,000)
interest Faid	(59,000)	(17,000)	(76,000)
	 -		
	 		
	+		
c. Net cash provided by (or used for)			
capital and related			
financing activities	(1,052,000)	196,000	(856,000)
D. CASH FLOWS FROM INVESTING			
ACTIVITIES:	<u></u>		
Interest	50,000	-	50,000
d. Net cash provided by (or used in)			
investing activities	50,000	-	50,000
NET INCREASE (DECREASE) in cash and			
cash equivalents (a+b+c+d)	(680,508)	(309,000)	(989,508)
CASH AND CASH EQUIVALENTS AT	T		
JULY 1, 20xx	1,769,192	402,793	2,171,985
CASH AND CASH EQUIVALENTS AT			
JUNE 30, 20xx	1,088,684	93,793	1,182,477

14/4 TED ELLID			REVISED
WATER FUND			REVENUES
			AND
	FINAL BUDGET	REVISIONS	EXPENSES
OPERATING REVENUE			
Water Sales	1,905,500	-	1,905,500
Miscellaneous	-		-
Operating Grants	50,000	-	50,000
Total Operating Revenue	1,955,500	-	1,955,500
OPERATING EXPENSE			
Salaries and Wages	554,735	(75,000)	479,735
Employee Benefits	272,505	(7,000)	265,505
Services and Supplies	353,181	60,548	413,729
Data Processing Use Fee	62,400	10,600	73,000
Public Works Use Fee	324,000	81,000	405,000
In Lieu of tax & fees to General Fund	275,854	24,146	300,000
General Fund adminstrative Support	243,623	(7,694)	235,929
Depreciation/Amortization	325,000	15,000	340,000
Total Operating Expense	2,411,298	101,600	2,512,898
Operating Income or (Loss)	(455,798)	(101,600)	(557,398)
NONOPERATING REVENUES			
Interest Earned	5,000	_	5,000
Capital Contributions	100,000	103,000	203,000
	100,000	-	
Total Nonoperating Revenues	105,000	103,000	208,000
NONOPERATING EXPENSES			
Interest Expense	12,000	1,400	13,400
		_	
Total Nonoperating Expenses	12,000	1,400	13,400
Net Income before Operating Transfers	(362,798)	-	(362,798)
Operating Transfers (Schedule T)			
In	- 		
Out		-	_
Net Operating Transfers	-		<u> </u>
Net Operating Transiers	-		-
CHANGE IN NET POSITION	(362,798)	<u>.</u> .	(362,798)

SCHEDULE F-1 REVENUES, EXPENSES AND NET INCOME FUND WATER ENTERPRISE FUND

		T	REVISED
WATER FUND			
WATERTOND			STATEMENT
	FINAL BUIDGET	DEMICIONS	OF
A 040U 510UU 500U 0050 47UU	FINAL BUDGET	REVISIONS	CASH FLOWS
A. CASH FLOWS FROM OPERATING			
ACTIVITIES:			
Cash Received from Customers	1,905,500	-	1,905,500
Cash payments to suppliers	(1,012,086)	(53,548)	(1,065,634)
Cash payments to employees	(554,735)	75,000	(479,735)
Cash payments to other funds	(519,477)	(108,052)	(627,529)
Cash Received from grant		-	-
a. Net cash provided by (or used for)			
operating activities	(180,798)	(86,600)	(267,398)
B. CASH FLOWS FROM NONCAPITAL			
FINANCING ACTIVITIES:			
Payment on interfund loan	-	-	-
Proceeds on interfund loan	-	-	-
b. Net cash provided by (or used for)			
noncapital financing			
activities	-	-	-
C. CASH FLOWS FROM CAPITAL AND			
RELATED FINANCING ACTIVITIES:			
Purchase of Prop Plant & Equipment	(100,000)	(55,000)	(155,000)
Proceeds of debt	-	466,835	466,835
Principal payment on debt	(251,000)	1,000	(250,000)
Connection Fees	100,000	103,000	203,000
Proceeds from grants	50,000		50,000
Interest Paid	(12,000)	(1,400)	(13,400)
Principal payment on lease liability	- 1	(5,500)	(5,500)
c. Net cash provided by (or used for)			
capital and related			
financing activities	(213,000)	508,935	295,935
D. CASH FLOWS FROM INVESTING	(2.0,000)		
ACTIVITIES:			
Interest income	3,000	_	3,000
d. Net cash provided by (or used in)	0,000		0,000
investing activities	3,000	_	3,000
NET INCREASE (DECREASE) in cash and	0,000		0,000
cash equivalents (a+b+c+d)	(390,798)	422,335	31,537
CASH AND CASH EQUIVALENTS AT	(030,730)	722,000	31,337
	445 270	(100 0ES)	336,222
JULY 1, 20xx	445,278	(109,056)	330,222
CASH AND CASH EQUIVALENTS AT	E4 400	242 270	267 750
JUNE 30, 20xx	54,480	313,279	367,759

SEWER FUND			REVISED REVENUES AND
	FINAL BUDGET	REVISIONS	EXPENSES
OPERATING REVENUE			
Sewer Service Fees	2,900,800	50,000	2,950,800
Miscellaneous	50,000	-	50,000
Total Operating Revenue	2,950,800	50,000	3,000,800
OPERATING EXPENSE			
Salaries and Wages	218,458	38,000	256,458
Employee Benefits	115,468	(25,500)	89,968
Services and Supplies	812,620	(42,696)	769,924
Data Processing Use Fee	21,840	3,710	25,550
Public Works Use Fee	113,400	28,350	141,750
In Lieu of tax & fees to General Fund	509,442	41,756	551,198
General Fund adminstrative Support	243,623	1,380	245,003
Depreciation/Amortization	760,000	30,000	790,000
Total Operating Expense	2,794,851	75,000	2,869,851
Operating Income or (Loss)	155,949	(25,000)	130,949
NONOPERATING REVENUES			
Interest Earned	1,000	-	1,000
Capital Contributions	50,000	40,000	90,000
Total Nonoperating Revenues	51,000	40,000	91,000
NONOPERATING EXPENSES			
Interest Expense	190,000	26,000	216,000
Debt Issue Costs	-	42,000	42,000
Total Nonoperating Expenses	190,000	68,000	258,000
Net Income before Operating Transfers	16,949	(53,000)	(36,051)
Net income before Operating Transfers	10,949	(55,000)	(30,051)
Operating Transfers (Schedule T)			
In	-	•	-
Out	-	-	-
Net Operating Transfers	-	-	-
CHANGE IN NET POSITION	16,949	(53,000)	(36,051)

SCHEDULE F-1 REVENUES, EXPENSES AND NET INCOME FUND SEWER ENTERPRISE FUND

OFWED FUND			REVISED
SEWER FUND		Į.	STATEMENT
	50000 5000	DE: #810.116	OF
A CACULEI CIAIO EDOM ODEDATINO	FINAL BUDGET	REVISIONS	CASH FLOWS
A. CASH FLOWS FROM OPERATING ACTIVITIES:			
Cash Received from Customers	2,900,800	50,000	2,950,800
Cash payments to suppliers	(1,063,328)	68,196	(995,132)
Cash payments to employees	(218,458)	(38,000)	(256,458)
Cash payments to other funds	(753,065)	(75,196)	(828,261)
		-	-
a. Net cash provided by (or used for)			
operating activities	865,949	5,000	870,949
B. CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:			
Payment on interfund borrowing	-	-	-
Proceeds on interfund borrowing	-	_	-
b. Net cash provided by (or used for)			
noncapital financing			
activities	-	-	-
C. CASH FLOWS FROM CAPITAL AND			
RELATED FINANCING ACTIVITIES:			
Purchase of Prop Plant & Equipment	(300,000)	(192,000)	(492,000)
Proceeds of debt	(200,000)	5,427,238	5,427,238
Principal payment on debt Connection Fees	(390,000)	(4,079,578) 40,000	(4,469,578) 90,000
Interest Paid	(190,000)	(26,000)	(216,000)
Bond Issue Costs	(130,000)	(42,000)	(42,000)
Dorid result Costs		(42,000)	(42,000)
c. Net cash provided by (or used for)			
capital and related			
financing activities	(830,000)	1,127,660	297,660
D. CASH FLOWS FROM INVESTING			·
ACTIVITIES:			
Interest income	2,000	-	2,000
d. Net cash provided by (or used in)			
investing activities	2,000	-	2,000
NET INCREASE (DECREASE) in cash and		T	
cash equivalents (a+b+c+d)	37,949	1,132,660	1,170,609
CASH AND CASH EQUIVALENTS AT			
JULY 1, 20xx	47,529	60,818	108,347
CASH AND CASH EQUIVALENTS AT	05 470	4 402 475	4 272 256
JUNE 30, 20xx	85,478	1,193,478	1,278,956

			REVISED
SANITATION FUND			REVENUES
			AND
	FINAL BUDGET	REVISIONS	EXPENSES
OPERATING REVENUE			
Sanitation Service Fees	2,438,000	-	2,438,000
Miscellaneous	25,000	-	25,000
Transfer Station	450,000	24,000	474,000
Total Operating Revenue	2,913,000	24,000	2,937,000
OPERATING EXPENSE			
Salaries and Wages	564,360	-	564,360
Employee Benefits	408,505	(40,500)	368,005
Services and Supplies	1,069,884	129,396	1,199,280
Data Processing Use Fee	21,840	3,710	25,550
Public Works Use Fee	113,400	28,350	141,750
In Lieu of tax & fees to General Fund	184,482	9,464	193,946
General Fund adminstrative Support	252,646	19,580	272,226
Depreciation/Amortization	180,000	-	180,000
Total Operating Expense	2,795,117	150,000	2,945,117
Operating Income or (Loss)	117,883	(126,000)	(8,117)
NONOPERATING REVENUES			
Interest Earned	50	-	50
Total Nonoperating Revenues	50	-	50
NONOPERATING EXPENSES			
Interest Expense	69,000	-	69,000
Total Nonoperating Expenses	69,000	-	69,000
Net Income before Operating Transfers	48,933	(126,000)	(77,067)
The modified operating Transfers	40,000	(120,000)	(11,001)
Operating Transfers (Schedule T)			
In	-	-	-
Out	-	-	•
Net Operating Transfers	-	-	
NET INCOME	48,933	(126,000)	(77,067)

SCHEDULE F-1 REVENUES, EXPENSES AND NET INCOME FUND SANITATION ENTERPRISE FUND

			REVISED
SANITATION FUND			STATEMENT
			OF
	FINAL BUDGET	REVISIONS	CASH FLOWS
A. CASH FLOWS FROM OPERATING ACTIVITIES:			
Cash Received from customers	2,913,000	24,000	2,937,000
Cash payments to suppliers	(1,613,629)	(88,896)	(1,702,525)
Cash payments to employees	(564,360)	-	(564,360)
Cash payments to other funds	(437,128)	(61,104)	(498,232)
		-	-
a. Net cash provided by (or used for)			
operating activities	297,883	(126,000)	171,883
B. CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:			
Payment on interfund borrowings	-	_	_
		-	-
b. Net cash provided by (or used for)			
noncapital financing			
activities	-	-	-
C. CASH FLOWS FROM CAPITAL AND			
RELATED FINANCING ACTIVITIES:			
Purchase of Prop Plant & Equipment	(800,000)	(20,000)	(820,000)
Principal payments on debt	(140,000)	23,000	(117,000)
Interest paid on debt	(69,000)	-	(69,000)
Proceeds from revenue bond	-	-	-
*.** ,			
c. Net cash provided by (or used for)			
capital and related			
financing activities	(1,009,000)	3,000	(1,006,000)
D. CASH FLOWS FROM INVESTING			
ACTIVITIES:			
Interest income	50	-	50
d. Net cash provided by (or used in)			
investing activities	50	-	50
NET INCREASE (DECREASE) in cash and			
cash equivalents (a+b+c+d)	(711,067)	(123,000)	(834,067)
CASH AND CASH EQUIVALENTS AT			
JULY 1, 20xx	1,048,299	28,057	1,076,356
CASH AND CASH EQUIVALENTS AT			
JUNE 30, 20xx	337,232	(94,943)	242,289

SCHEDULE F-2 STATEMENT OF CASH FLOWS

105

LANDFILL FUND			REVISED REVENUES AND
	FINAL BUDGET	REVISIONS	EXPENSES
OPERATING REVENUE			
Landfill Fees	1,989,000	220,000	2,209,000
Miscellaneous	-	-	-
Total Operating Revenue	1,989,000	220,000	2,209,000
OPERATING EXPENSE			
Salaries and Wages	205,260	76,000	281,260
Employee Benefits	118,102	38,050	156,152
Services and Supplies	458,710	132,065	590,775
Data Processing Use Fee	18,720	3,180	21,900
Public Works Use Fee	97,200	24,300	121,500
In Lieu of tax & fees to General Fund	136,062	46,536	182,598
General Fund adminstrative Support	153,392	869	154,261
Depreciation/Amortization	400,000	-	400,000
Total Operating Expense	1,587,446	321,000	1,908,446
Operating Income or (Loss)	401,554	(101,000)	300,554
NONOPERATING REVENUES			
Interest Earned	40,000	-	40,000
Total Nonoperating Revenues	40,000	-	40,000
NONOPERATING EXPENSES			
Interest Expense	211,000	-	211,000
Debt Issue Costs	-	(25,000)	(25,000)
		-	
Total Nonoperating Expenses	211,000	(25,000)	186,000
Net Income before Operating Transfers	230,554	(76,000)	154,554
Operating Transfers (Schedule T)			
In	-	-	-
Out	-	-	•
Net Operating Transfers	-	-	-
NET INCOME	230,554	(76,000)	154,554

SCHEDULE F-1 REVENUES, EXPENSES AND NET INCOME FUND LANDFILL ENTERPRISE FUND

LANDFILL FUND			REVISED STATEMENT OF
	FINAL BUDGET	REVISIONS	CASH FLOWS
A. CASH FLOWS FROM OPERATING ACTIVITIES:			
Cash Received from customers	1,989,000	220,000	2,209,000
Cash payments to suppliers	(692,732)	(170,115)	(862,847)
Cash payments to employees	(205,260)	(76,000)	(281,260)
Cash payments to other funds	(289,454)	(74,885)	(364,339)
a. Net cash provided by (or used for)			
operating activities	801,554	(101,000)	700,554
B. CASH FLOWS FROM NONCAPITAL	001,004	(101,000)	700,034
FINANCING ACTIVITIES:			
Payment on interfund borrowings	-	-	-
Interfund loan to other funds	-	-	-
b. Net cash provided by (or used for)			
noncapital financing			
activities	-	-	-
C. CASH FLOWS FROM CAPITAL AND			
RELATED FINANCING ACTIVITIES:			
Purchase of Prop Plant & Equipment	(1,500,000)	300,000	(1,200,000)
Principal payments on debt	(191,000)	-	(191,000)
Interest paid on debt	(211,000)	-	(211,000)
Bond Issue Costs	-	25,000	25,000
c. Net cash provided by (or used for) capital and related			
financing activities	(1,902,000)	325,000	(1,577,000)
D. CASH FLOWS FROM INVESTING ACTIVITIES:			
Interest income	40,000	-	40,000
d. Net cash provided by (or used in) investing activities	40,000	-	40,000
NET INCREASE (DECREASE) in cash and			·
cash equivalents (a+b+c+d)	(1,060,446)	224,000	(836,446)
CASH AND CASH EQUIVALENTS AT			
JULY 1, 20xx	4,810,367	9,961	4,820,328
CASH AND CASH EQUIVALENTS AT JUNE 30, 20xx	3,749,921	233,961	3,983,882

SCHEDULE F-2 STATEMENT OF CASH FLOWS

FUND LANDFILL ENTERPRISE FUND

			REVISED
WATER TREATMENT FUND			REVENUES
			AND
	FINAL BUDGET	REVISIONS	EXPENSES
OPERATING REVENUE			
User Fees	1,500,000	-	1,500,000
NAS Fallon Fees	280,000	-	280,000
Total Operating Revenue	1,780,000	-	1,780,000
OPERATING EXPENSE			
Salaries and Wages	276,867	(40,000)	236,867
Employee Benefits	142,936	(1,389)	141,547
Services and Supplies	735,124	-	735,124
Data Processing Use Fee	62,400	10,600	73,000
Public Works Use Fee	324,000	81,000	405,000
In Lieu of tax & fees to General Fund	362,883	(7,591)	355,292
General Fund adminstrative Support	243,623	1,380	245,003
Depreciation/Amortization	400,000	21,000	421,000
Total Operating Expense	2,547,833	65,000	2,612,833
Operating Income or (Loss)	(767,833)	(65,000)	(832,833)
NONOPERATING REVENUES			
Interest Earned	200	-	200
Capital Contributions	25,000	14,000	39,000
Total Nonoperating Revenues	25,200	14,000	39,200
NONOPERATING EXPENSES			***************************************
Interest Expense	600	-	600
		-	
Total Nonoperating Expenses	600	-	600
Net Income before Operating Transfers	(743,233)	(51,000)	(794,233)
Operating Transfers (Schedule T)			
In .		140,000	140,000
Out	(41,772)	-	(41,772)
Net Operating Transfers	(41,772)	140,000	98,228
NET INCOME	(785,005)	89,000	(696,005)

SCHEDULE F-1 REVENUES, EXPENSES AND NET INCOME FUND WATER TREATMENT FUND

WATER TREATMENT FUND			REVISED STATEMENT OF
	FINAL BUDGET	REVISIONS	CASH FLOWS
A. CASH FLOWS FROM OPERATING			
ACTIVITIES:			
Cash Received from customers	1,780,000	-	1,780,000
Cash payments to suppliers	(1,264,460)	1,389	(1,263,071)
Cash payments to employees	(276,867)	40,000	(236,867)
Cash payments to other funds	(606,506)	(85,389)	(691,895) -
a. Net cash provided by (or used for)			
operating activities	(367,833)	(44,000)	(411,833)
B. CASH FLOWS FROM NONCAPITAL		· · · · · · · · · · · · · · · · · · ·	,
FINANCING ACTIVITIES:			
Repayment from General Fund	-	. 1	•
Repayment from Sewer Fund	- 1	-	-
Transfer to/from other funds	(41,772)	140,000	98,228
Temporary interfund loan to Sanitation Fund	-	-	•
b. Net cash provided by (or used for)			
noncapital financing			
activities	(41,772)	140,000	98,228
C. CASH FLOWS FROM CAPITAL AND			,
RELATED FINANCING ACTIVITIES:			
Purchase of Prop Plant & Equipment	-	(175,000)	(175,000)
Consumers Contributed Capital	25,000	14,000	39,000
Principal payments on debt	(6,800)	-	(6,800)
Interest paid on debt	(600)	-	(600)
c. Net cash provided by (or used for)			
capital and related			
financing activities	17,600	(161,000)	(143,400)
D. CASH FLOWS FROM INVESTING ACTIVITIES:			
Interest income	500	-	500
d. Net cash provided by (or used in)			
investing activities	500		500
NET INCREASE (DECREASE) in cash and			
cash equivalents (a+b+c+d)	(391,505)	(65,000)	(456,505)
CASH AND CASH EQUIVALENTS AT			
JULY 1, 20xx	567,297	70,973	638,270
CASH AND CASH EQUIVALENTS AT JUNE 30, 20xx	175,792	5,973	181,765

SCHEDULE F-2 STATEMENT OF CASH FLOWS FUND WATER TREATMENT FUND

WATER TREAT RESERVE FUND			REVISED REVENUES AND
	FINAL BUDGET	REVISIONS	EXPENSES
OPERATING REVENUE			
User Fees	•	•	-
NAS Fallon Fees	-	-	-
Total Operating Revenue		-	
OPERATING EXPENSE			
Salaries and Wages	-	-	<u> </u>
Employee Benefits	_	-	
Services and Supplies	-	_	-
Data Processing Use Fee	-	-	-
Public Works Use Fee	-	-	<u>.</u>
In Lieu of tax & fees to General Fund	-	-	-
General Fund adminstrative Support	-	-	-
Depreciation/Amortization	-	-	-
Total Operating Expense	-	•	•
Operating Income or (Loss)	-	-	-
NONOPERATING REVENUES			
Interest Earned	-	•	-
Capital Contributions	-	•	-
Total Nonoperating Revenues	-	-	-
NONOPERATING EXPENSES			_
Interest Expense	-	_	-
		-	
Total Nonoperating Expenses	-	-	-
Net Income before Operating Transfers	-	-	-
Operating Transfers (Schedule T)			
In	41,772	-	41,772
Out	-	(140,000)	(140,000)
Net Operating Transfers	41,772	(140,000)	(98,228)
NET INCOME	41,772	(140,000)	(98,228)

SCHEDULE F-1 REVENUES, EXPENSES AND NET INCOME FUND WATER TREATMENT AB198 RESERVE FUND

WATER TREAT RESERVE FUND			REVISED STATEMENT OF
	FINAL BUDGET	REVISIONS	CASH FLOWS
A. CASH FLOWS FROM OPERATING ACTIVITIES:			
Cash Received from customers	-	-	•
Cash payments to suppliers	-	-	-
Cash payments to employees	-	-	•
Cash payments to other funds	-	-	-
a. Net cash provided by (or used for)			
operating activities		_	_
B. CASH FLOWS FROM NONCAPITAL		-	
FINANCING ACTIVITIES:			
Repayment from General Fund		_	
Repayment from Sewer Fund	-	-	_
Transfer to/from other funds	41,772	(140,000)	(98,228)
Temporary interfund loan to Sanitation Fund		-	-
b. Net cash provided by (or used for) noncapital financing activities	41,772	(140,000)	(98,228)
C. CASH FLOWS FROM CAPITAL AND		(1.10,000)	(00,220)
RELATED FINANCING ACTIVITIES:			
Purchase of Prop Plant & Equipment	(800,000)	800,000	-
Consumers Contributed Capital	- 1	-	•
Principal payments on debt	-	-	-
Interest paid on debt	-	-	-
			•
			-
c. Net cash provided by (or used for)			
capital and related			
financing activities	(800,000)	800,000	_
D. CASH FLOWS FROM INVESTING	(000,000)	000,000	
ACTIVITIES:			
Interest income		-	-
d. Net cash provided by (or used in) investing activities	_	_	
NET INCREASE (DECREASE) in cash and	 		
cash equivalents (a+b+c+d)	(758,228)	660,000	(98,228)
CASH AND CASH EQUIVALENTS AT	(, 55,15)		(00,000)
JULY 1, 20xx	810,694		810,694
CASH AND CASH EQUIVALENTS AT JUNE 30, 20xx	52,466	660,000	712,466
DUNE 30, ZUXX	52,400	000,000	/ 12,400

FUND_

SCHEDULE F-2 STATEMENT OF CASH FLOWS
WATER TREATMENT AB198 RESERVE FUND

DATA DDOOFGOING FUND			REVISED
DATA PROCESSING FUND			REVENUES
			AND
	FINAL BUDGET	REVISIONS	EXPENSES
OPERATING REVENUE			-
User Fees	312,000	53,000	365,000
Miscellaneous	-	-	-
Total Operating Revenue	312,000	53,000	365,000
OPERATING EXPENSE			
Salaries and Wages	-	-	-
Employee Benefits	-	-	-
Services and Supplies	315,000	30,500	345,500
Depreciation/Amortization	8,000	2,500	10,500
Total Operating Expense	323,000	33,000	356,000
Operating Income or (Loss)	(11,000)	20,000	9,000
NONOPERATING REVENUES			
Interest Earned	10	-	10
Total Nonoperating Revenues	10	-	10
NONOPERATING EXPENSES			
Interest Expense	-	-	-
		-	
Total Nonoperating Expenses	-	-	-
Net Income before Operating Transfers	(10,990)	20,000	9,010
Operating Transfers (Schedule T)			
In	-	-	-
Out	-	-	-
Net Operating Transfers	-	-	-
NET INCOME	(10,990)	20,000	9,010

DATA PROCESSING FUND			REVISED
DATA PROCESSING FUND			STATEMENT
	FINIAL DUDGET	BEVICIONS	OF
A. CASH FLOWS FROM OPERATING	FINAL BUDGET	REVISIONS	CASH FLOWS
ACTIVITIES:			
Cash Received from customers	312,000	53,000	365,000
Cash payments to suppliers	(315,000)	(30,500)	(345,500)
Cash payments to employees	-	-	-
Cash payments from other funds	-	<u>-</u>	<u>-</u>
a. Net cash provided by (or used for)			
operating activities	(3,000)	22,500	19,500
B. CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:			
Payment on interfund borrowings			
rayment on interiorid borrowings	-	-	
b. Net cash provided by (or used for)			
noncapital financing			
activities		_	-
C. CASH FLOWS FROM CAPITAL AND			
RELATED FINANCING ACTIVITIES:	1		
Purchase of Prop Plant & Equipment	(5,000)	-	(5,000)
Principal payments on debt	-	-	-
Interest paid on debt	-	-	-
interfund loan proceed		-	-
			. = -
c. Net cash provided by (or used for)			
capital and related			
financing activities	(5,000)	_	(5,000)
D. CASH FLOWS FROM INVESTING	(0,000)		(0,000)
ACTIVITIES:			
Interest income	10	-	10
d. Net cash provided by (or used in)			
investing activities	10	-	10
NET INCREASE (DECREASE) in cash and			
cash equivalents (a+b+c+d)	(7,990)	22,500	14,510
CASH AND CASH EQUIVALENTS AT			
JULY 1, 20xx	9,004	7,165	16,169
CASH AND CASH EQUIVALENTS AT	Τ		
JUNE 30, 20xx	1,014	29,665	30,679

SCHEDULE F-2 STATEMENT OF CASH FLOWS

DUDU IO MODICO EUND			REVISED
PUBLIC WORKS FUND			REVENUES
			AND
	FINAL BUDGET	REVISIONS	EXPENSES
OPERATING REVENUE			
User Fees	1,620,000	405,000	2,025,000
Miscellaneous	-	-	-
Total Operating Revenue	1,620,000	405,000	2,025,000
OPERATING EXPENSE			
Salaries and Wages	885,466	194,554	1,080,020
Employee Benefits	477,705	106,295	584,000
Services and Supplies	214,059	16,436	230,495
In Lieu of tax & fees to General Fund	-	30,715	30,715
Depreciation/Amortization	90,000	2,000	92,000
Total Operating Expense	1,667,230	350,000	2,017,230
Operating Income or (Loss)	(47,230)	55,000	7,770
NONOPERATING REVENUES			
Interest Earned	5	-	5
Total Nonoperating Revenues	5	-	5
NONOPERATING EXPENSES			
Interest Expense	-	-	
		-	
Total Nonoperating Expenses	-	-	-
Net Income before Operating Transfers	(47,225)	55,000	7,775
Operating Transfers (Schedule T)			
In	•		-
Out	-	-	-
Net Operating Transfers	-	-	•
NET INCOME	(47,225)	55,000	7,775

SCHEDULE F-1 REVENUES, EXPENSES AND NET INCOME
FUND PUBLIC WORK INTERNAL SERVICE FUND

PUBLIC WORKS FUND			REVISED STATEMENT OF
	FINAL BUDGET	REVISIONS	CASH FLOWS
A. CASH FLOWS FROM OPERATING			
ACTIVITIES:			
Cash Received from customers	1,620,000	405,000	2,025,000
Cash payments to suppliers	(691,764)	(122,731)	(814,495)
Cash payments to employees	(885,466)	(194,554)	(1,080,020)
Cash payments from other funds	-	(30,715)	(30,715)
Cash payments to other funds	-	-	-
a. Net cash provided by (or used for) operating activities	42.770	F7 000	00.770
	42,770	57,000	99,770
B. CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:			
Payment on interfund borrowings	-	-	-
b. Net cash provided by (or used for) noncapital financing activities			
	-		•
C. CASH FLOWS FROM CAPITAL AND			
RELATED FINANCING ACTIVITIES:	(25,000)		(25,000)
Purchase of Prop Plant & Equipment	(25,000)	<u> </u>	(25,000)
Principal payments on debt		-	-
Interest paid on debt Public Works Bldg	-	-	
Public Works Blug	-	-	-
		+	
Net cash provided by (or used for) capital and related financing activities	(25,000)	<u> </u>	(25,000)
D. CASH FLOWS FROM INVESTING	(25,000)	-	(20,000)
ACTIVITIES:			
Interest income	5	_	5
d. Net cash provided by (or used in)	+ +	-	<u>J</u>
investing activities	5	_	5
NET INCREASE (DECREASE) in cash and	+		
cash equivalents (a+b+c+d)	17,775	57,000	74,775
CASH AND CASH EQUIVALENTS AT	1	3.,000	,
JULY 1, 20xx	19,011	(14,708)	4,303
CASH AND CASH EQUIVALENTS AT			
JUNE 30, 20xx	36,786	42,292	79,078

SCHEDULE F-2 STATEMENT OF CASH FLOWS