WEST WENDOVER CITY COUNCIL, REGULAR MEETING

DATE: April 03, 2018
TIME: 7:00 PM

LOCATION: Council Chambers #137, West Wendover City Hall

(THE MAYOR OR MAYOR PRO TERM RESERVES THE RIGHT TO CHANGE THE ORDER OF THE AGENDA AND IF THE AGENDA IS NOT COMPLETE, TO RECESS THE MEETING AND CONTINUE ON ANOTHER SPECIFIED DATE AND TIME)

(IN THE EVENT THAT PUBLIC COMMENT IS ALLOWED DURING ANY AGENDA ITEM, THE MAYOR OR MAYOR PRO TERM RESERVES THE RIGHT TO LIMIT SUCH COMMENT AND TERMINATE ANY FURTHER COMMENT)

(EACH SPEAKER, AFTER BEING ACKNOWLEDGED BY THE CHAIR, SHALL COME TO THE PODIUM AND IF REQUIRED FILL OUT A REQUEST TO SPEAK FORM, THEN WILL SPEAK DIRECTLY INTO THE MICROPHONE, AND STATE THEIR NAME, RESIDENCY AND ANY ORGANIZATION THEY ARE REPRESENTING FOR THE RECORD.)

(THESE PROCEEDINGS ARE BEING VIDEO RECORDED. THE COUNCIL MEETINGS CAN BE VIEWED ON THE INTERNET AT www.westwendovercity.com WITHIN 24 HOURS OF THE END OF THE MEETING.)

AGENDA

1. CALL TO ORDER AND ROLL CALL
   a. Roll Call

2. PLEDGE OF ALLEGIANCE

3. COMMENTS FROM THE GENERAL PUBLIC
   Requires a sign in sheet and request of the Council to speak, limitation of three minutes.

4. APPROVAL OF THE MINUTES (For Possible Action)
   a. City Council - Regular Meeting - Mar 20, 2018 7:00 PM

5. PRESENTATION
   a. Mayor's Youth Award - West Wendover Elementary, Middle and High Schools
   b. Update on the Newmont Mining Long Canyon Phase 2 Project by Pamela Smith, External Relations Manager

“The City of West Wendover is an equal opportunity provider.”
6. NEW BUSINESS
   a. Discussion and Decision to Approve and Ratify the July 1, 2018 Through June 30, 2021, Collective Bargaining Agreement Between the City of West Wendover and the West Wendover Police Officers Association/Operating Engineers Local Union No. 3 with an Effective Date of July 1, 2018 and Other Matters Appropriately Related Thereto (For Possible Action)

      Report By City Manager
      Review/Comment/Action: City Council

7. DEPARTMENT REPORTS
   1. Youth City Council
   2. Fire Chief
   3. Police Chief
   4. City Clerk/Records Officer
   5. Chief Financial Officer
   6. Public Works Director
   7. City Manager

8. COMMUNICATIONS
   Reports by Elected Officials

9. APPROVAL OF THE CLAIMS
   a. Claims for April 3, 2018 (For Possible Action)

10. COMMENTS FROM THE GENERAL PUBLIC
    Requires a sign in sheet and request of the Council to speak, limitation of three minutes.

11. NEXT MEETING DATE AND ADJOURNMENT
    a. Adjournment (For Possible Action)

This notice is posted at the following locations:
West Wendover City Hall, West Wendover Library,
Smith’s Food & Drug, Nevada Post Office

Members of the public who are disabled and require special accommodations or assistance at the meeting are requested to notify the City Clerk in writing at the City of West Wendover, 1111 N. Gene L. Jones Way, P.O. Box 2825, West Wendover, Nevada, or by calling (775) 664-3081.
WEST WENDOVER CITY COUNCIL, MINUTES OF THE
REGULAR MEETING OF MARCH 20, 2018

1. CALL TO ORDER AND ROLL CALL

<table>
<thead>
<tr>
<th>Attendee Name</th>
<th>Title</th>
<th>Status</th>
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<tbody>
<tr>
<td>Jerry Anderson</td>
<td>Councilman</td>
<td>Present</td>
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<tr>
<td>Nick Flores</td>
<td>Councilman</td>
<td>Present</td>
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<tr>
<td>Izzy Gutierrez</td>
<td>Councilman</td>
<td>Present</td>
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<td>John B. Hanson</td>
<td>Councilman</td>
<td>Present</td>
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<tr>
<td>Jasie Holm</td>
<td>Councilwoman</td>
<td>Late</td>
<td>7:03 PM</td>
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<tr>
<td>Daniel J. Corona</td>
<td>Mayor</td>
<td>Present</td>
<td></td>
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<tr>
<td>Bryce Kimber</td>
<td>Public Works Director</td>
<td>Present</td>
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<td>Burdel Welsh</td>
<td>Police Chief</td>
<td>Present</td>
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<td>Chris Melville</td>
<td>City Manager</td>
<td>Present</td>
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<tr>
<td>Jeff Knudtson</td>
<td>Fire Chief</td>
<td>Present</td>
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<tr>
<td>Michelle Giovo</td>
<td>Chief Financial Officer</td>
<td>Present</td>
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<tr>
<td>Anna Bartlome</td>
<td>City Clerk/Records Officer</td>
<td>Present</td>
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Others Present: Angela Poole, Robert Eglet, Kathy Durham, Corinne Copelan, John Spillman, Nancy Collazo, Cannon LaCombe, Lilia Lopez, Crystal Luscan, Fabiola Rojas, Sofi Luna and Felisha Valenzuela

Mayor Corona called the meeting to order at 7:00 p.m. in the West Wendover City Hall, Council Chambers #137. All those present and excused are noted above.

2. PLEDGE OF ALLEGIANCE

Mayor Corona led those present in the Pledge of Allegiance.

3. COMMENTS FROM THE GENERAL PUBLIC

None offered or received.

4. APPROVAL OF THE MINUTES (For Possible Action)

a. City Council - Regular Meeting - Mar 6, 2018 7:00 PMAccepted

Council Member Flores made the motion to approve the minutes of the regular meeting of March 6, 2018. The motion was seconded by Council Member Anderson and passed unanimously.

5. PRESENTATION

a. Mayor's Youth Award - West Wendover Elementary, Middle and High Schools

Angela Poole introduced Fatima Chihuahua as the Mayor's Youth Award winner for the West
b. Presentation by Mr. Eglet and Mr. Adams Regarding the Opioid Crisis in Nevada and Potential Litigation Measures

Robert Eglet gave a presentation regarding the opioid epidemic and potential litigation of the drug manufacturers. Mr. Eglet stated that opioids before 1990 were only prescribed in certain circumstances which included end of life treatment, short-term extremely acute pain or extremely painful problem that was not alleviated any other way. Drug companies began an aggressive marketing campaign that helped lead to one of the largest drug epidemics in the country. In 2016 the Surgeon General sent out a letter stating that opioid epidemic is an urgent health crisis facing America and decades ago doctors were convinced to be more aggressive in how to treat pain, often without enough training or support to do so safely. In 1970 Congress enacted the Controlled Substance Act which would create a closed system as well as prevent drug manufacturers from selling directly to pharmacies and retailers. The law required drug distributors to be on alert for suspicious orders by pharmacies but of the 800 registered drug companies 3 control 85% of the market share and not reporting or stopped suspicious orders. In 2016 there were over 300 million prescriptions for opioids and a 450% increase in opioid prescription since 1999. Opioids are the most commonly prescribed medication in the United States. Opioid addiction impacts all people regardless of race, gender, socio-economic background and political affiliation. In 2016 there were more overdose deaths in the US than the number of Americans that died in the Vietnam War. Nearly 80% of heroin users took prescription opioids before starting heroin. Nevada has the 4th highest drug overdose rate in the United States. Every city and county’s budget has been strained to the brink by this public health crisis. The drug companies knew their marketing and the way opioids were being prescribed was contrary to scientific and medical evidence but continued the same way. Mr. Eglet stated that Nevada cities are entitled to past and future damages.

Tom Coyle asked if Eglet Prince have prevailed with litigation for any of the smaller cities regarding the opioid epidemic. Mr. Eglet stated that none of the cases have gone to trial but this is one of the best liability cases ever. Mr. Coyle asked how damages were determined. Mr. Eglet stated that there are firms that will come in and determine that. Mr. Coyle asked if there was a statute of limitations on this type of a case. Mr. Eglet stated there was no statute of limitations. Mr. Coyle asked if there was a conflict of interest if they were representing multiple cities and counties. Mr. Eglet state that if there was limited resources than there could be a conflict but it was in the best interest for the cities and counties to be represented by one firm and pursue the same strategy. Mr. Coyle asked if there was a risk to the City or potential for counter claims. Mr. Eglet stated that there is no risk to the City as they are putting up the money. Mr. Eglet stated that there may be time required by some city employees to help pull some information but the cost will be reimbursed.

Council Member Gutierrez stated that Utah is preparing a case regarding the opioid crisis and was wondering if Nevada was also going to be filing a lawsuit. Mr. Eglet stated that the States will receive different damages as the cities and counties are responsible for the police, court, social services and first responders. The State handles Medicaid costs.
Mr. Eglet stated that in this last Nevada Legislative session the Attorney General was stripped of their power to hire outside counsel but any money won by the State would stay there very little would go to the cities or counties.

Mayor Corona stated that he is convinced this is something worthwhile to pursue as we do have costs associated with this problem and would like to see this on a future agenda to hire Eglet Prince.

Council Member Gutierrez stated that he works in the medical field an opioids effect everyone. Council Member Gutierrez stated that people should watch the meeting and let the Council know how to proceed.

6. NEW BUSINESS

  a. Discussion and Decision to Accept or Reject the Request for Proposals (RFP) for Financial Auditor for the City of West Wendover and Other Matters Appropriately Related Thereeto (For Possible Action)

  Report By Chief Financial Officer

  Review/Comment/Action: City Council

  Michelle Giovo explained that we had did a request for proposals and received one proposal back which was from our current auditors of HintonBurdick, PLLC. Michelle stated that the rates did increase slightly but was mostly due to the items required by the State. Michelle stated that we have a great working relationship with HintonBurdick and would recommend accepting their proposal.

  Summary of proposed professional fees for years of contract are as follows:

<table>
<thead>
<tr>
<th>YEAR</th>
<th>FINANCIAL AUDIT</th>
<th>SINGLE AUDIT</th>
<th>TOTAL</th>
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<tr>
<td>2018</td>
<td>$37,000.00</td>
<td>$3,500.00</td>
<td>$40,500.00</td>
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<td>2019</td>
<td>$38,000.00</td>
<td>$3,600.00</td>
<td>$41,600.00</td>
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<td>2020</td>
<td>$39,000.00</td>
<td>$3,700.00</td>
<td>$42,700.00</td>
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<tr>
<td>2021</td>
<td>$40,000.00</td>
<td>$3,800.00</td>
<td>$43,800.00</td>
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<tr>
<td>2022</td>
<td>$41,000.00</td>
<td>$3,900.00</td>
<td>$44,900.00</td>
</tr>
</tbody>
</table>

  Council Member Anderson asked if the auditors change every year. Michelle stated that the senior auditors stay the same but some of the staff will change from year to year.

  Council Member Anderson made a motion to accept the request for proposals (RFP) for financial auditor for the City of West Wendover. The motion was seconded by Council Member Holm and passed unanimously.
b. **Discussion and Decision to Appoint HintonBurdick, PLLC as the Financial Auditors for the City of West Wendover and Approve the Related Engagement Letter and Authorize the City Manager to Prepare and the Mayor to Execute Any and All Related Documents and Other Matters Appropriately Related Thereto (For Possible Action)**

Report By Chief Financial Officer
Review/Comment/Action: City Council

Michelle Giovo stated that we are required by NRS to appoint our auditors no later than 3 months before the end of the fiscal year. Michelle stated that with the acceptance of the request for proposals from HintonBurdick she asked that they be appointed as our auditors.

Council Member Gutierrez made the motion to appoint HintonBurdick, PLLC as the financial auditors for the City of West Wendover and approve the related engagement letter and authorize the City Manager to prepare and the Mayor to execute any and all related documents. The motion was seconded by Council Member Holm and passed unanimously.

c. **Discussion and Decision to Accept the Resignation of the Chief Financial Officer Michelle Giovo, and Authorization for City Manager to Proceed with Appropriate Recruitment for the Vacancy of Chief Financial Officer per City Code 1-16-3 and Other Matters Appropriately Related Thereto (For Possible Action)**

Report By City Manager
Review/Comment/Action: City Council

Chris Melville stated that Michelle Giovo has done a great job for the city and we are sad to see her go. Chris explained the two options regarding the recruitment process and the two options for interview/selection panel. The first recruitment process would be to do local recruitment/advertisement in the immediate area and state using local/county publications as well as trade resources. The second recruitment option would be to use all of the first option and include hiring a recruitment company. The second option is more expensive and requires much more time. The first option for the selection/interview process would consist of a City Manager interview/selection panel potential consisting of the Mayor, two Council Members, himself, current CFO and two other individuals from the City with appropriate experience and/or background. The first interview/selection committee would conduct interviews and then make a recommendation of the main candidate and an alternate to the Council. The second option for the selection/interview process would consist of the Mayor, all Council Members, City Manager, CFO and any other individuals deemed appropriate. The second option would need to follow open meeting laws and interviews would be open to the public; a formal recommendation would be taken at a regular council meeting. Mayor Corona asked if we would advertise with the Nevada League of Cities also. Chris stated that yes we would advertise with them as well as local publications and trade resources/agencies. Council Member Gutierrez stated that he had gone through the process with the head hunter and did not like it; he would like to keep it local.

Council Member Hanson made a motion to authorize the City Manager to proceed
with the appropriate recruitment for the vacancy of Chief Financial Officer per City Code 1-16-3 with option 1 on the local recruitment/advertisement (local recruitment/advertisement in the immediate area and state using local/county publications as well as trade resources) and option 1 on the selection/interview panel (City Manager interview/selection panel potential consisting of the Mayor, two Council Members, himself, current CFO and two other individuals from the City with appropriate experience and/or background). The motion was seconded by Council Member Holm and passed unanimously.

Discussion and Decision to Accept the Resignation of the Chief Financial Officer Michelle Giovo, and Authorization for City Manager to Proceed with Appropriate Recruitment for the Vacancy of Chief Financial Officer per City Code 1-16-3 and Other Matters Appropriately Related Thereto (For Possible Action)

Report By City Manager
Review/Comment/Action: City Council

Council Member Anderson made the motion to accept the resignation of the Chief Financial Officer Michelle Giovo. The motion was seconded by Council Member Hanson and passed unanimously.

7. DEPARTMENT REPORTS

1. Youth City Council

Cannon LaCombe stated that they have been helping Mrs. Durham with the 17 acts of kindness which will continue after spring break. Cannon stated that there will be a pancake breakfast at the Senior Center and they are recruiting students to help with Cinco de Mayo.

2. Fire Chief

Jeff Knudtson had nothing to report.

3. Police Chief

Burdel Welsh stated that he had attended a task force meeting discussing the opioid crisis which did cover a lot of the same information provided in the presentation. Burdel stated that they are working on identifying the areas where they are having the spikes in prescriptions and emergencies. Burdel stated that they have received the Naloxone from the Nevada Attorney General’s office; they have received one for each officer. Burdel explained that he had also attended the Nevada Attorney Generals committee on school shooting awareness in which they discussed public policies and confidential protocols.

4. City Clerk/Records Officer

Anna Bartlome had nothing to report.

5. Chief Financial Officer

Michelle Giovo stated that it is very difficult to leave as it is a great team to work with. Michelle explained that she had attended the Elko County Recreation District meeting and they had approved the annual funding request we made which goes to help fund the Welcome Center. Michelle stated that she is currently working on budgets and will have further meetings with the Department Heads prior to the special meetings with the Council.

Council Member Anderson asked what days the budget meetings would be held. Michelle
stated that they are scheduled for April 4th and 5th.

6. **Public Works Director**

Bryce Kimber thanked Michelle Giovo for her work as she has been a great asset to the city.

7. **City Manager**

Chris Melville had nothing to report.

8. **COMMUNICATIONS**

- **Reports by Elected Officials**

  Council Member Holm congratulated the Mayor's Youth award winner. Council Member Holm stated that the new Shipping Depot is open and they also do printing and copying. Council Member Holm stated that she has not heard anything from the DMV yet but will be in contact with them over the next couple of weeks. Council Member Holm stated that she would hate to see Michelle Giovo leave but wishes her the best. Council Member Holm stated that she would be attending the Long Canyon meeting on March 21st.

  Council Member Anderson thanked the audience for attending and thanked the Youth City Council for showing an interest. Council Member Anderson offered congratulations to Michelle Giovo on her future plans.

  Council Member Flores thanked Mr. Eglet and Mr. Adams for their presentation on the opioid crisis. Council Member Flores congratulated the Mayor's Youth award winner. Council Member Flores thanked Michelle Giovo for her years of service and the audience members for attending the meeting.

  Council Member Gutierrez congratulated the Mayor's Youth award winner. Council Member Gutierrez thanked Cannon LaCombe and Mrs. Durham for the work they are doing with the Youth City Council. Council Member Gutierrez stated that he would hate to see Michelle Giovo go but wishes her luck in her new chapter of her life. Council Member Gutierrez thanked the audience for attending.

  Council Member Hanson thanked Michelle Giovo for all the work she has done. Council Member thanked the audience members as well as all the youth for attending the meeting.

  Mayor Corona thanked Mr. Eglet and Mr. Adams for their presentation on the opioid crisis. Mayor Corona stated that he is a vocal supporter of recreational marijuana but there is a opioid problem. Mayor Corona thanked Michelle Giovo for all of her years of service. Mayor Corona stated that he would be attending a Water Now Alliance conference in Salt Lake City Utah.

9. **APPROVAL OF THE CLAIMS**

   a. **Claims for March 20, 2018 (For Possible Action)**
   
   b. **February 2018 Hand Checks/EFT (For Possible Action)**
c. **February 2018 Insurance (For Possible Action)**

Council Member Holm made the motion to approve the claims of March 20, 2018, February 2018 hand checks/EFT and February 2018 insurance. The motion was seconded by Council Member Anderson and passed unanimously.

10. **COMMENTS FROM THE GENERAL PUBLIC**

Kathy Durham thanked the Mayor, Council Members, Police Officers and First Responders that attended a lunch with the students. Kathy stated that it was a great experience for the kids and she is looking at doing it next year at least once a month. Kathy stated that a reporter from Education Weekly had been there and was going to do a story on the event.

11. **NEXT MEETING DATE AND ADJOURNMENT**

a. Motion to: **Adjournment (For Possible Action)**Adopted

The next meeting date is a regular meeting on April 3, 2018 at 7:00 p.m. in the West Wendover City Hall, Council Chambers #137. The next special meeting dates are on April 4, 2018 and April 5, 2018 both meetings are at 6:00 p.m. in the West Wendover City Hall, Conference Room #127. Council Member Gutierrez made the motion to adjourn at 8:15 p.m. The motion was seconded by Council Member Anderson and passed unanimously.

ATTEST:

Anna E. Bartlome
City Clerk/Records Officer
Memo

From: Anna Bartlome  
To:  
Date: 04/03/2018  
Re: Mayor's Youth Award - West Wendover Elementary, Middle and High Schools  

No information provided.
Memo

From: Anna Bartlome

To: [To address]

Date: 04/03/2018

Re: Update on the Newmont Mining Long Canyon Phase 2 Project by Pamela Smith, External Relations Manager

No information provided.
Memo

From: Anna Bartlome

To: 

Date: 04/03/2018

Re: Discussion and Decision to Approve and Ratify the July 1, 2018 Through June 30, 2021, Collective Bargaining Agreement Between the City of West Wendover and the West Wendover Police Officers Association/Operating Engineers Local Union No. 3 with an Effective Date of July 1, 2018 and Other Matters Appropriately Related Thereto

See the attached information.
Memo

To: Mayor & City Council
From: Chris J. Melville, City Manager/Director Community Development
CC: [Click here and type name]
Date: 3/28/2018
Re: Agenda – April 3, 2018 – POA Collective Bargaining Agreement

Mayor/Council:

The negotiations with the Police Officers Association (POA) have been completed regarding a 3 year agreement which would take effect July 1, 2018, ending June 30 2021. The proposed Tentative Agreement (TA) was approved by the POA Membership last week and now requires action of the City Council.

The TA reached occurred after two days of negotiation. The initial proposal from the POA included the following major “wants”:

- 3% Cost of Living Adjustment (COLA) per year for the 12 step position classification scales for a total of 9% over the term of the agreement.
- A year for year contribution match up to 2.5 years of service credit purchase through Nevada PERS. (i.e. under PERS a member can purchase up to 5 years of service credit. In this case the proposal was that the city would match what an employee chose to purchase).
- Vacation buyout to remain at 60 hours per year.
- A 1% pay increase per year for an officer keeping physically fit meeting current Nevada POST physical fitness parameters.
- Increase in payout of sick leave at end of employment up to 100%.
- Compensating an officer up to $500 for loss of a personally paid for service firearm which is seized by the DA as part of an investigation/court action.
- Increasing bereavement leave up to 80 hours.
- Increasing bi-lingual pay from $50/month to $100/month per individual approved for such pay.

Through negotiations there were three proposals with three counters by the city. In the end, the following is the major changes proposed in the TA:

- Page 1
• A 4% Cost of Living Adjustment over the three year term of the agreement. Year 1: 0%, Year 2: 2%, Year 3: 2%. The previous agreement included a 6% COLA over the term.
• No change in PERS contributions by the city and no financial match for service credit purchases.
• Vacation buyout lowered to 40 hours per year from 60.
• No additional pay for fitness as it is a requirement of the job description to be fit enough to perform the job.
• No change to sick leave payouts which includes a sliding scale based on years of service with minimum service of 5 years required and a maximum payout of 75% with 30 years of employment.
• Bereavement Leave remaining at 24 hours with the option for an employee to use an additional 16 hours of sick leave with prior approval. And, if a funeral within the 2nd degree of consanguinity/affinity occurs out of country the employee may take up to an additional 40 hours of leave with advance written approval.
• Compensating an officer up to $500 for loss of a personally paid for service firearm which is seized by the DA as part of an investigation/court action.
• Increasing bi-lingual pay from $50 to $100 per month with an additional language fluency test to be administered by the city once every two years with a passing grade to remain qualified.

Additionally there were some language adjustments in the agreement to reflect current statutes and requirements with regard to collective bargaining agreements.

In the end the TA certainly does not approach the initial demands made by the union at the beginning of the negotiations. I do believe the TA as presented is a good agreement for both parties and one that is reasonable.

With regard to the proposed financial impact as a result of the changes, they would be:

• For FY 2019 (ending June 30, 2019): $2,300 increase in wage cost overall for the Police Department. This accounts for the increase in bi-lingual pay and the offsetting reduction in vacation buyout hours.
• For FY 2020 (ending June 30, 2020): Approximate $24,000 increase in wages overall for the Police Department using current average staffing levels.
• For FY 2021 (ending June 30, 2021): Approximate $25,000 increase in wages overall for the Police Department using current average staffing levels.

For the past two decades I have had and continue to have a positive relationship with the POA, its officers and its representatives from Operating Engineer’s Local 3 led by Brandon Dew out of Salt Lake City. This relationship has remained stable keeping the core principles of respect, honesty and working together for the benefit of both parties (City and POA). I am pleased that the working relationship and negotiations when they have occurred have always been done so with the upmost respect and courteousness with a goal of reaching an amicable agreement.

I would appreciate your consideration and approval of the proposed 3 Year Collective Bargaining Agreement with the Police Officer Association with an effective date of July 1, 2018.

If you have any questions, please let me know. I have attached both the clean version as well as the red line version so you can see the changes from the current agreement.
COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE
CITY OF WEST WENDOVER ("CITY")
AND THE
WEST WENDOVER POLICE
OFFICERS ASSOCIATION ("ASSOCIATION")

July 1, 2018 – June 30, 2021

EFFECTIVE DATE: JULY 1, 2018
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<td>30. RATIFICATION</td>
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Effective Date: July 1, 2018
COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE
CITY OF WEST WENDOVER ("CITY")
AND THE
WEST WENDOVER POLICE
OFFICERS ASSOCIATION ("ASSOCIATION")

THIS AGREEMENT is entered into between the City of West Wendover, Nevada (hereinafter referred to as the "CITY") and the West Wendover Police Officer Association (hereinafter referred to as the "ASSOCIATION").

ARTICLE 1
PREAMBLE

It is the intent and purpose of this agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto.

It is recognized by the CITY, the ASSOCIATION and the employees covered by this agreement that the CITY is engaged in rendering public services to the general public, and that there is an obligation on each party to continue to provide such service.

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

ARTICLE 2
RECOGNITION AND APPLICATION

A. For purposes of this agreement only, and subject to the provisions of N.R.S. 288.140, the CITY recognizes the ASSOCIATION as the exclusive bargaining agent for the regular, full-time employees (hereinafter referred to as "regular employees") employed in the classifications set for hereinafter to negotiate in respect to those mandatory subjects of bargaining set forth in N.R.S. 288.150(2):

Classifications

1. Police Officer
2. Detective
3. Sergeant
4. Animal Control Enforcement Officer
ARTICLE 3
MANAGEMENT RIGHTS

A. The CITY and the ASSOCIATION agree that the CITY possesses the sole right to operate the CITY, and all management rights remain vested with the CITY. In this context, the negotiation of any management rights herein shall not establish a precedent or past practice concerning future negotiations of such rights. All management rights, powers, authority, functions and prerogatives, whether heretofore or hereafter exercised, and regardless of frequency or infrequency of their exercise, shall remain vested exclusively in the CITY. It is expressly recognized that these rights include but are not limited to the right to hire, direct, assign or transfer an employee; the right to reduce in force or lay off employees subject to the procedures for such action as set forth in Article 19 of this agreement; the right to determine and change staffing levels and work performance standards except for safety consideration; the right to determine the contents of the work day, including without limitation work load factors; the right to determine the quality and quantity of services to be offered to the public, and the means and methods of offering those services; the right to determine the safety of the public; the right to discipline, reprimand, suspend, reduce in pay, demote and/or terminate employees subject to applicable provisions of the collective bargaining agreement; the right to determine CITY functions; the right to implement, modify and delete rules, regulations, ordinances, and laws not inconsistent with this agreement; the right to establish, change, combine or eliminate jobs, job functions and job classifications; the right to establish wage rates for new or changed jobs or job descriptions; the right to introduce new or improved procedures, methods processes, or to make technological changes; and the right to establish or change shift schedules of work, starting and quitting times.

B. The ASSOCIATION acknowledges that the provisions of Chapter 288 of the Nevada Revised Statutes, including without limitation the provisions of this article and N.R.S. 288.150, recognize and declare the ultimate right and responsibility of the CITY to manage its operation in the most efficient manner consistent with the best interests of all of its citizens, its taxpayers and employees.

ARTICLE 4
NON-DISCRIMINATION

A. The CITY and the ASSOCIATION will continue their policy not to interfere with or discriminate against any employee because of membership or non-membership in the ASSOCIATION, or because the employee engages in or refrains from engaging in any activity protected by N.R.S. 288.010 and following.

B. The ASSOCIATION shall share equally with the CITY the responsibility to not illegally discriminate against a bargaining unit employee based on age, sex, sexual orientation, marital status, race, color, religion, protected disability, or national origin and for applying this provision of this agreement.
ARTICLE 5
HOURS OF WORK, OVERTIME AND STANDBY TIME

A. HOURS OF WORK: A normal workday shall consist of either eight (8) or ten (10) consecutive hours in a day. The normal work week shall be defined as starting 12:01 am Monday and continuing until Midnight pm Sunday, and shall consist of either five (5) consecutive eight (8) hour days or four (4) consecutive ten (10) hour days out of seven (7) days. Work schedules shall be made at the sole discretion of the Chief of Police or his designee.

If due to shift reassignment or adjustment it is not possible to provide eight (8) hours between shifts, the employee will be compensated at one and one half (1 1/2) times the employee's regular rate of pay for those hours worked which occur during the eight (8) hour off-duty period, and which are contiguous with the adjusted schedule.

B. OVERTIME: Overtime is defined as time actually worked in excess of the employee's normal shift, work day or work week. Overtime requires the approval of the employee's supervisor prior to the time being worked. In the event that an employee (officer) is unable to acquire approval for overtime from his immediate supervisor because of unforeseen circumstances, a reasonable amount of time will be permitted in order to obtain approval. Any Holiday, Vacation or Personal Leave that falls in a scheduled work week will be counted in computing overtime.

C. CONTROLLED AND UNCONTROLLED STANDBY TIME: An employee whom the Chief of Police assigns in writing or orally to be on Controlled Standby Time must remain able to report to duty within a reasonable period of time based on the circumstances.

1. Controlled Standby Time shall be compensated at the rate of two and 50/100ths dollars ($2.50) per hour.

2. Employees who are required to carry a pager or cellular phone, but are not on controlled standby, are ineligible for standby time, and shall not be disciplined for failure to respond to any page or call received. The department shall pay for any such calls made to/from a cellular/mobile phone service as long as the employee is required to carry such pager or cellular/mobile phone. The employee shall be reimbursed for any such calls by submitting appropriate documentation of phone usage on behalf of the department to the Chief of Police.

ARTICLE 6
ANNUAL LEAVE

Vacation/Personal Leave

Employees classified as regular, full-time, earn Vacation/Personal Leave time in accordance with the length of continuous full-time employment with the City as follows:
Years of Continuous Service | Time Earned Per Pay Period*  
0 years, less than 5 years | 4.62 hours  
5 years, less than 10 years | 6.15 hours  
10 years, less than 15 years | 7.08 hours  
15 years or more | 8.00 hours  

*Maximum accrual allowed per 80 hour bi-weekly pay period.

A. Vacation accrual will cease upon the employee accruing two hundred forty (240) hours of vacation time. Vacation accrual will re-commence immediately upon the employees vacation balance dropping below two hundred forty (240) hours. However, employees who have more than five (5) years of continuous service shall have the option to "cash out" a maximum of five (5) days of their unused Vacation/Personal Leave time per calendar year.

All employees covered under this Agreement regardless of years of service shall have the option to “cash out” a maximum of forty (40) hours of their unused Vacation/Personal Leave.

B. Vacation/Personal Leave time shall be charged based upon "earliest earned, earliest used", on an hour for hour basis.

C. Upon resignation or retirement from CITY employment, with two (2) weeks written notice, an employee shall be paid at their regular hourly rate of pay for unused vacation time.

D. The Chief of Police will attempt to schedule vacation/personal leave time as near as possible to the time requested by the employee, after the needs of the department have been considered. When two or more employees request the same dates for leave, the Chief of Police will grant leave based upon the staffing needs of the CITY.

**ARTICLE 7**

**WORK RELATED DISABILITY**

Workers Compensation

Employees who incur a work-related injury or illness which qualifies them to receive lost time wage benefits in accordance with Worker Compensation laws, rules or regulations shall receive their regular compensation during such lost time period, not to exceed one hundred eighty (180) days, or while confined in a hospital, until the CITY’S worker's compensation insurance carrier stops payment. The employee is required to give to the CITY any compensation received which, if added to the lost time wages received from the CITY, exceeds the employee's regular compensation. A doctor's certification shall be required for any on the job injury resulting in absence from employment with pay before the employee can return to work.
ARTICLE 8
RETIREMENT

A. The CITY and ASSOCIATION agree that all eligible employees of the bargaining unit shall participate in the Public Employees Retirement System of the State of Nevada, in accordance with the rules of that system.

B. The CITY agrees to continue to pay one hundred percent (100%) of the current contribution to the Public Employees Retirement System (PERS), but shall not pay for the purchase of eligible service.

C. Where the PERS contribution rate increases, the CITY agrees to increase the amount of any negotiated salary increase, in accordance with NRS Chapter 286, so as to ensure that any PERS contribution increase will not reduce the amount of any negotiated salary increase received by employees covered under this Agreement.

ARTICLE 9
WAGES

A. For the term of this contract the city agrees to keep in force the wage step and classification scales as provided in Appendix “A” attached hereto and made a part hereof. All provisions of this contract shall remain in effect until the parties execute a subsequent agreement or amendment.

B. Salary Steps

1. Step 1. Minimum Hiring Rate

   Employees newly hired in a position covered by this agreement shall be paid at the minimum rate for their position, unless:

   a. The Chief of Police recommends a higher beginning rate based upon the following:

      1. Up to Step 2: Non Nevada P.O.S.T. Certification but an equivalent certification from another state.

      2. Up to Step 3: Non Nevada P.O.S.T. Certification but an Equivalent certification from another state and 1 year previous law enforcement experience as a police officer or higher rank.

      3. Up to Step 3: Nevada P.O.S.T. Certification with no previous law enforcement experience.

      4. Up to Step 4: Nevada P.O.S.T. Certification and,

         i. at least 2 years previous law enforcement experience as a police officer or higher rank, or
ii. 1 year previous law enforcement experience as a police officer or higher rank with at least 1 of those years serving in an agency within the State of Nevada.

5. Up to Step 5: Nevada P.O.S.T. Certification and at least 3 years previous law enforcement experience as a police officer or higher rank with at least 1 of those years serving in an agency within the State of Nevada.

2. Probationary/FTO Period

A new employee is eligible for a step advancement after successful completion of a probationary period including the completion of the FTO field training program and for non-Nevada P.O.S.T. certified individuals the completion of Nevada P.O.S.T. Retention and/or advancement at the end of the probationary period will be based upon the final recommendation of the Chief of Police.

3. Annual Advancement for Continuous Service.

Eligibility for advancement to each higher step on the salary schedule shall occur on each twelve (12) month anniversary date of attainment of the previous step.

4. Annual Merit Bonus

An Annual Merit Bonus of one percent (1%) of the employee's yearly base salary will be awarded to the employee after their annual evaluation date if their performance evaluation is shown to be outstanding.

An Annual Merit Bonus of two percent (2%) of the employee’s yearly base salary will be awarded to the employee after their annual evaluation date if their performance evaluation is shown to be in the pursuit of excellence.

The evaluations are as follows:
90% and above = Pursuit of excellence
80% to 89% = Outstanding
70% to 79% = Satisfactory
Below 70% = Failing

5. Pay Practices; Promotions, Demotions, and Transfers.

a. Employees promoted to a higher classification level shall be placed in the new range at their current step. Eligibility for future step advancement will occur on the annual anniversary date from the date of promotion. Any promotions shall be determined by appropriate Department policy, the discretion of the Chief of Police and, using the following parameters:

1. Employees promoted to Police Officer Grade 2 or higher classification level and employees promoted to Sergeant Grade 1 or higher classification level shall be placed in the new range at their current step.
2. Police Officer 2:
   a. Completion of all requirements provided for in NAC 289.240 (as may be amended from time to time) in relation to an Intermediate Certification.
   b. Three years of law enforcement service with the City of West Wendover.

3. Sergeant 2:
   a. Completion of all requirements provided for in NAC 289.240 (as may be amended from time to time) in relation to an Advanced Certification.
   b. Seven years of law enforcement service with the City of West Wendover.

4. Supervisory duties of the various Grades shall be determined by Department policy.
   b. Employees demoted to a position with a lower classification shall be placed in the new range at the employee's current step.
   c. Employees transferred into a position with the same pay range shall maintain their existing step and anniversary date.

6. Court Subpoenas.

Employees who are scheduled to appear under a court subpoena as part of their job duties, in addition to their regular scheduled work week, and are canceled upon arriving or while en route, shall receive a minimum of one (1) hour of compensation or time actually worked whichever is greater at time and one half (1 ½) their regular rate of pay.

**ARTICLE 10**

**LONGEVITY**

On the annual anniversary of the employee’s hire date, the City shall grant longevity pay for active employees who have completed at least three (3) years of continuous full-time City employment as outlined below, beginning with the first qualifying year of service and for each subsequent year of service thereafter.

3 years, less than 5 years: $150 per year of total service
5 years, less than 10 years: $175 per year of service
10 years, less than 15 years: $200 per year of total service
15 years, less than 20 years: $225 per year of total service
20 years or more: $250 per year of total service
ARTICLE 11
CALL OUT PAY

A. Employees are eligible for Call Out pay if they have completed their normal work day, have been released from further continuous duty, and subsequently return to work with less than twelve (12) hours notice at the request of their supervisor.

B. Employees called back to work with less than twelve (12) hours notice will be compensated at one and one half (1 1/2) times their regular rate of pay for a minimum of four (4) hours, or actual hours worked, whichever is greater. If the Call Back assignment runs into the employee's normal work day, the employee will receive call out pay only for those hours which are not part of the employee's normal workday.

C. Employees called out more than once within a four hour period will be paid for only one four (4) hour period.

ARTICLE 12
PHYSICAL EXAMINATIONS

A. The CITY will pay for the physical examinations required by law, provided that the employee is examined by a physician chosen by the CITY.

B. Required physical examinations shall be completed within thirty (30) days occurring before or after the employee's birthday.

C. The CITY shall provide and pay for hepatitis "B" testing, and vaccines for tuberculosis, tetanus, and hepatitis, or any other testing or vaccines required by law.

ARTICLE 13
HOLIDAYS AND HOLIDAY PAY

A. The following days are declared Holidays:

New Year's Day
Martin Luther King Jr.'s Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Nevada Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving (Family Day)
December 25th

Any day or hours declared a holiday by the President of the United States, Governor of Nevada, or the Mayor of West Wendover.

B. Holiday pay is at the employee's normal rate of pay for the employee's normal work shift for pay period, whether or not the employee is scheduled to work on the holiday.

Effective Date: July 1, 2018
C. All employees shall be paid holiday pay for each declared holiday equal to the regular rate of pay for that employee's normal shift. In addition to the foregoing amounts required to be paid; employees who are scheduled to work a declared holiday shall be paid 1.5 times their regular rate for hours worked on the holiday; and, employees who are working in overtime status during a declared holiday shall be paid 2 times their regular rate for hours worked on the holiday.

ARTICLE 14
GRIEVANCES AND ARBITRATION PROCEDURE

A. General

1. A grievance is defined as a complaint or dispute regarding interpretation and application of this agreement.

2. The procedures set forth in this Article shall be the exclusive remedy for any dispute or complaint defined in 1 above.

3. The term "working days" is based upon a five (5) day work week, beginning on Monday and ending on Friday.

4. Grievances not moved to the next step within the established time limits will be deemed settled according to the decision rendered in the last step processed. Time limits may be extended or waived by mutual written agreement.

5. The employee shall have ten (10) working days in which to initiate a grievance, at any level, counting from the date the employee should have reasonably known about the circumstances giving rise to the grievance.

6. At each step of the grievance procedure, the CITY shall have up to ten (10) working days to respond to the employee, and the employee shall have up to ten (10) working days from the date of the CITY'S response in which to submit the grievance to the next step.

7. A grievance may be advanced to any step in this procedure by mutual written agreement.

B. Informal Procedure

Prior to submitting a written grievance, the employee may discuss the circumstances with his/her immediate supervisor. The employee may bring an ASSOCIATION representative to this meeting.

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Effective Date: July 1, 2018
Formal Procedure

Step 1

If the issue is not satisfactorily resolved, the employee may submit the issue to the ASSOCIATION Grievance Committee. The Grievance Committee or grievant may then submit a formal grievance to the Chief of Police.

Step 2

If the Chief of Police denies the grievance, the ASSOCIATION or grievant may submit the grievance to the City Manager, specifying why the Chief of Police's response was not acceptable.

Step 3

If the City Manager and the ASSOCIATION or grievant cannot reach a satisfactory resolution, the ASSOCIATION or the grievant has the right to submit the grievance to the City Council at the next possible regular City Council meeting. The City Council must render an offer of compromise, grant the grievance, or deny the grievance.

Step 4

If the ASSOCIATION or the grievant is not satisfied with the decision of the City Council, the ASSOCIATION has the right to submit the grievance to arbitration, as outlined below.

C. Arbitration Procedure

Step 1

Upon receipt of notification of request for arbitration, the CITY and the ASSOCIATION or grievant will attempt to select an arbiter mutually agreed upon.

Step 2

If the CITY and ASSOCIATION or grievant cannot agree upon an arbitrator, they shall jointly request the Federal Mediation and Conciliation Service to provide the names of seven (7) arbiters experienced in the area to be arbitrated.

Step 3

One arbiter shall be selected by alternately striking names from the list. The ASSOCIATION or grievant shall strike first. The grievance shall be submitted to the last remaining arbiter.
Step 4

Arbitration shall be under the rules of the Federal Mediation and Conciliation Service. The arbitrator shall have no power to add to, subtract from, or modify the terms of this agreement and department rules and regulations and shall confine his decision to a determination of the facts and an interpretation and application of this agreement. The arbiter shall render a decision within thirty (30) days from conclusion of the hearing.

D. Award

The arbitrator's decision shall be binding on the ASSOCIATION, and its members, the employee or employees involved, and the CITY.

E. Costs and Fees of Arbitration

Each party shall pay for the costs it incurs for witnesses, professional services, and preparation of briefs and data it presents to the arbitrator.

The arbiter's fees and expenses, the cost of any hearing room and the cost of a court reporter and of the original transcript shall be borne by the losing party, as specified by the arbiter.

ARTICLE 15
INSURANCE

A. Life Insurance

The CITY shall provide fifteen thousand dollars ($15,000.00) of life insurance with double indemnity for accidental death of the employee.

B. Liability Insurance

The CITY shall provide liability insurance for each bargaining unit member while in the performance of official and lawful duties. The CITY shall provide at its expense, legal counsel to defend a bargaining unit member who is sued for incidents occurring during the performance of official and lawful duties.

C. Health Insurance

The CITY shall pay one hundred percent (100%) of the insurance premium for members of the bargaining unit. The bargaining unit member will have the option of paying the premium for eligible family members.

D. Insurance Advisory Committee

The CITY shall form an Insurance Advisory Committee composed of an employee from each department who is selected by the CITY, a City Council member, and one member of the bargaining unit. The committee will review insurance programs, premiums, and
benefits. The Committee shall provide the City Council with findings and recommendations. Such recommendations are not binding on the City Council.

ARTICLE 16
CLOTHING/UNIFORM AND EQUIPMENT ALLOWANCE

A. All sworn officers and the Animal Control Officer shall receive an annual clothing and equipment allowance of One Thousand and Two Hundred Dollars and no/100's ($1,200.00), which shall be paid on the annual anniversary of the employee’s hire date.

B. New employees shall receive a six hundred dollar ($600.00) allowance at time of hire and a second allowance of six hundred dollars ($600.00) after completion of Nevada P.O.S.T. or FTO whichever comes first.

C. The CITY shall furnish to the Officers two (2) sets of handcuffs, one (1) flashlight, one (1) pepper spray, one (1) portable radio with external microphone and one (1) ballistic vest. The ballistic vest shall be worn as part of the uniform and according to the Department policy developed by and at the discretion of the Chief of Police. Ballistic vests will be replaced once every five years. The Chief of Police shall approve the type of such equipment and any such equipment remains the property of the CITY.

D. The City shall also furnish to the Officers: one (1) duty firearm, which will be of design and the specification determined by the City. However, if an Officer chooses to use a personal firearm in the performance of his/her duties, that firearm shall meet all requirements set forth by the City for such personal duty firearm and may only be used with the written approval of the Chief of Police. If an officer does use a personal firearm, then the City issued duty firearm shall be returned to the city.

E. The City shall furnish one (1) shotgun per patrol vehicle.

ARTICLE 17
SHIFT DIFFERENTIAL

Shift differential shall be paid for actual hours worked at a rate of fifty cents ($.50) per hour for swing shift, defined as 3:00 p.m. to 11:00 p.m., and at the rate of seventy five cents ($.75) per hour for graveyard shift, defined as 11:00 p.m. to 7:00 a.m. Shift differential pay will not be paid for standby time, vacation time, sick time, holidays not worked, or any other compensated absences not actually worked. If the preponderance of an employee's hours worked on a particular shift falls within the "swing shift", the employee will receive swing shift differential for their entire shift worked. If the preponderance of an employee's hours worked on a particular shift falls within the "graveyard shift", the employee will receive graveyard shift differential for their entire shift worked. When a cover shift is utilized where the preponderance cannot be established, the higher rate shall be paid.

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ARTICLE 18
LEAVE OF ABSENCE

Sick Leave

Sick leave accrual and usage will be as is written in the City of West Wendover Personnel Policy Manual, as amended from time to time. The following changes or additions shall also apply.

1. Sick leave may be used by the employee for his/her own incapacitating illness or injury, visits to health practitioners, or for transporting dependent members of his/her immediate family to appointments with health practitioners.

2. Sick leave shall accrue for regular full-time employees at 3.08 hours per pay period, and may accrue without limitation. Sick leave shall not accrue during leaves of absence without pay.

3. Upon separation of service with the CITY, an employee may, if employed for five (5) years but less than ten (10) years, cash out one percent (1%), if employed more than ten (10) years but less than fifteen (15) years, cash out one and one half percent (1 1/2%), if employed more than fifteen (15) years but less than twenty (20) years, cash out two percent (2%), and if employed twenty (20) years or more cash out two and one half percent (2 1/2%), of any accrued and unused sick leave for each full year of service.

4. Employees going on sick leave must notify the Chief of Police or his designee as soon as the need for leave is known to the employee.

5. Regular full-time employees, with approval from the City Manager, may donate accrued sick leave to other regular full-time employees in accordance with the following conditions.
   a. The receiving employee has depleted or will deplete his/her annual accrued vacation and sick leave within the current pay period.
   b. The receiving employee has abided by all personnel rules regarding sick leave use.
   c. The total amount of donated sick leave received shall not exceed seven hundred twenty (720) hours per occurrence.
   d. The donating employee must maintain a sick leave balance of at least one hundred sixty (160) hours after any hours are donated.
   e. Approved donated sick leave shall be transferred to the receiving employee, on an hour for hour basis, in the order in which it was donated.
   f. The receiving employee shall be paid for donated sick leave at his/her regular rate of pay.

Effective Date: July 1, 2018

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g. Donated, but unused sick leave will be returned to the donating employees in reverse order of donation.

Family and Medical Leave (FMLA)

Employees who have been employed by the CITY for at least one (1) year and worked for the CITY at least 1,250 hours during the preceding twelve (12) month period are eligible for family and medical leave. Family and Medical Leave shall not exceed a total of twelve (12) weeks, during a rolling twelve (12) month period, counting backward from the date an employee uses any Family and Medical Leave.

Family and Medical Leave will be unpaid leave unless the employee has accrued paid leave and is otherwise eligible to use the leave. The employee must use all of his/her accrued paid annual leave or sick leave as part of the FMLA leave. The remainder of the leave period will then be unpaid FMLA leave.

When medically necessary, leave may be taken on an intermittent or reduced schedule basis. Employees needing intermittent leave or reduced schedule leave must attempt to schedule their leave so as not to disrupt the CITY's operations. The CITY may require an employee on intermittent leave to temporarily transfer to an available alternative position for which the employee is qualified if the position has equivalent pay and benefits and better accommodates the employee's intermittent or reduced schedule leave. Intermittent leave and reduced schedule leave reduces the twelve (12) week entitlement only by the actual time used.

Family and Medical Leave shall be granted to eligible employees for the following reasons:

1. The birth of an employee's child and in order to care for the child;

2. The placement of a child with the employee for adoption or foster care; (if both an employee and his/her spouse are employed by the CITY, their combined time off may not exceed twelve (12) work weeks during any twelve (12) month period);

3. To care for the employee's spouse, child, or parent who has a serious health condition; or

4. An employee's serious health condition that prevents the employee from performing the functions of his/her job. Serious health conditions may include conditions resulting from job-related injuries and/or illnesses.

The CITY may require the use of FMLA leave for any absence which would qualify as FMLA leave, even if no formal application for such leave was made by the employee, provided notice is given to the employee.

Employees returning from leave taken pursuant to the Family and Medical Leave Act shall have the right to immediate reinstatement into their most recent position, or one with equal status, pay, benefits, and other terms and conditions of employment.
Failure of an employee to return to work upon the expiration of a family or medical leave absence will subject the employee to disciplinary action, up to and including termination. An employee may request an extension of FMLA to the employee's immediate supervisor. This written request should be made as soon as the employee realizes that s/he will not be able to return at the expiration of the leave period. Any additional time granted or extended will not be considered as FMLA. Rather, such time will be characterized as either paid or unpaid leave, thereby ending the CITY's return to duty obligations.

Leave of Absence Without Pay

Leave of absence without pay for up to ninety (90) days may be granted if recommended by the Chief of Police and subsequently approved by the City Manager. Granting of a leave of absence without pay does not guarantee immediate reinstatement to paid status provided, however, an employee who does not return on the first work day following the end of a leave will be considered to have resigned, unless there is a proven compelling reason beyond the control of the employee.

1. Insurance: Employees on approved leave of absence without pay may continue their medical, dental, and life insurance coverage in accordance with COBRA health benefit continuation regulations.

2. Anniversary Date: An employee's anniversary date will be extended by the number of days off work for all unpaid leaves of absence.

3. Benefit Accrual: No sick leave, holiday, vacation benefits or other "length of service" benefits shall accrue during an unpaid leave of absence, nor shall the CITY to contribute toward the cost of insurance benefits.

Court Leave

When Granted: Court leave will be granted to allow employees to serve as jurors, witnesses, or as a party in court proceedings whenever served with summons, subpoenas, or other court orders. Employees shall provide their supervisors with relevant documents verifying the need for court leave as soon as the need becomes known.

Compensation: Subject to the following conditions, regular employees on approved court leave shall receive their regular rate of pay for those hours spent in court and in the round trip travel between their regular work site and the court.

1. The employee's regular rate of pay shall be limited to compensation for court and travel time which occurs during the employee's regularly scheduled hours of work. Upon completion of jury/court/witness service for which the employee received his/her regular pay, the employee will immediately forward any compensation received from the court or other party to the CITY upon receipt. Reimbursements received for out of pocket expenses such as meals, mileage, and lodging may be kept by employees, unless the CITY has reimbursed the employee for such expenses were paid by the CITY.

2. Employees who appear in court as the plaintiff, defendant, or witness in any action not related to their official duties shall not be paid for time away from work unless
that time is accrued vacation or personal leave. Court payments for travel expenses are to be retained by the employee.

Late Start/Early Release: An employee who is not required to report to court until the middle of his/her work schedule or who is released from court/jury duty before the end of his/her work schedule shall report to work for the hours which are not required for court duty or for related travel time.

Bereavement Leave

A regular, full-time employee who must be absent from work to attend the funeral of a family member who is within the second degree of consanguinity or affinity may use up to a maximum of twenty four (24) hours of bereavement leave per each occurrence. Bereavement leave longer than twenty four (24) hours may be charged to accumulated sick leave, up to a maximum of sixteen (16) additional hours, with the advance approval of the CITY.

Where an employee is required to leave the country to attend a funeral for a family member who is within the second degree of consanguinity or affinity, he or she shall be allowed to use up to an additional forty (40) hours of accumulated sick leave for bereavement purposes. To use this additional forty (40) hours, the employee must receive advance written approval from the CITY. No reasonable request will be denied.

Military Leave

Employees who are members of the National Guard or US Military Reserve components are entitled to military leave and to re-employment rights for up to four (4) years, as provided in 38 USC, Sections 4312 - 4318 and the relevant sections of Nevada Revised Statutes. The City will grant military leave with pay for absences not exceeding fifteen (15) calendar days per year, if the employee requesting military leave provides an official copy of active duty for training orders prior to the time of the scheduled military duty, and also a copy of their military pay voucher within 60 days of completion of ADT. The employee may use vacation/personal time for leaves which exceed the fifteen (15) day military leave.

The CITY will make a reasonable effort to adjust work schedules and assignments to accommodate military obligations. Persons filling a position created by an employee on Military Leave may be returned to their previous position upon return of the absent employee, however, a replacement employee is subject to layoff if no other position is available.

ARTICLE 19
LAYOFF PROCEDURES

Layoff

Reasons for Layoff: The CITY may lay off employees because of lack of work, lack of funds, material change in duties or organization, or in the interests of economy, efficiency, or for other appropriate causes, as determined by the CITY.

Alternatives to Layoff: Whenever a layoff is anticipated, the CITY will notify employees whose jobs may be affected of the situation and explain available options to them.

Effective Date: July 1, 2018
The CITY will make reasonable efforts to integrate affected employees into other available positions. The CITY may also utilize options in lieu of layoffs where feasible such as part-time work schedules, reduction in work hours, job sharing, or reductions in class or pay.

Order of Layoffs: The order of layoff among positions in the same class within a department shall be: casual workers first; then probationary employees; then all other employees. In deciding which employees shall be laid off and which shall be retained, the CITY shall consider job related factors such as job knowledge, skill, and ability to do the required work; previous work experience, including ability to perform other jobs which the employee may be called upon to perform as a result of the layoff; attendance, safety, disciplinary records, and performance evaluations while with the CITY; and efficiency of operations. Where two employees are equally qualified based on the application of these factors, the CITY shall retain the employee with the most time serviced since the current hire date.

Layoff Notice: The Chief of Police shall provide each affected employee with a written notice of layoff. Such written notice of the layoff shall either be delivered in person or mailed to the employees’ last known address. If practical, the layoff notice shall be delivered or mailed at least fourteen (14) calendar days prior to the date of layoff.

Reinstatement

Persons who have been laid off shall be placed on a reinstatement list within the department from which the layoff occurred. When a vacancy occurs, the Chief of Police shall fill the vacancy using the reinstatement list and may base his decision on seniority at the time of layoff.

Failure to Respond

Failure to respond or report to work within ten (10) calendar days from the date a notice of recall is sent by the CITY will result in a withdrawal of the offer and the next person on the reinstatement list being recalled.

Duration of Reinstatement List

The names of persons laid off shall be maintained on a reinstatement list for one (1) year from the date of layoff. Persons on this list who are hired in positions in the same class from which they were laid off shall, upon such hire, be removed from the reinstatement list. An employee who refuses reinstatement to the same position from which the layoff occurred shall be removed from the reinstatement list. Persons reinstated to a position in a lower class from which they were laid off or called to work as a casual worker shall remain on the reinstatement list for the designated period of time the reinstatement list is active.
ARTICLE 20
ASSOCIATION AFFAIRS

The CITY shall provide a bulletin board in a location agreeable to both the ASSOCIATION and the CITY. The ASSOCIATION may use the bulletin board to post notices or announcements regarding the business activities of the ASSOCIATION. The ASSOCIATION agrees that it will not post any material, which is political or disparages the CITY or any CITY official, or employee of the CITY. All notices and announcements shall be complying with applicable federal and Nevada state laws regarding illegal discrimination and/or harassment. In accordance with NRS 288.225, the ASSOCIATION shall reimburse the CITY for all leave taken by members for Association Business.

ARTICLE 21
PAYROLL DEDUCTION OF DUES

A. The CITY agrees to deduct from the wages of each ASSOCIATION member the sum certified as bi-weekly ASSOCIATION dues and deposit such deductions to the bank account of the ASSOCIATION no later than five (5) days after the end of the pay period. All payroll deductions for dues shall only be made in accordance with a voluntary deduction authorization form individually executed by the employee for whom the deduction will be made.

B. The ASSOCIATION member identified as agreeing to ASSOCIATION dues payroll deduction shall continue to have dues deducted unless the ASSOCIATION member subsequently requests in writing to cancel dues deduction.

ARTICLE 22
ASSIGNMENT DIFFERENTIAL PAY

A. Assignment Differential Pay (ADP) is temporary monetary compensation to be paid to employees in the following categories and at the listed percentage rates of the employee's wages (hourly base wages) for actual time worked within a designated assignment.

B. Assignment Differential Pay assignments are not promotional and therefore no property rights exist. Additionally, employees shall only be paid assignment differential pay for the duration of their assignment.

C. Field Training Officer (FTO) - Must be an officer who has completed an FTO training program and is currently certified to train in this field. An FTO Officer, only while actively involved in field training will receive the following:

- Employees with the rank of Police Officer will receive an additional ten percent (10%) above their base wage.
- Employees with the rank of Sergeant or higher will receive an additional five percent (5%) above their base wage.

D. Resource Officer / G.R.E.A.T. Officer - Must be an officer who has completed a Gang Resistance Education and Training (GREAT) program and is currently certified to teach
in this field. A GREAT Officer, when funded by the annual CITY budget, and only while actively teaching the GREAT program, will receive a five percent (5%) increase in base pay.

E. An employee assigned to more than one assignment eligible for ADP shall receive no more than eight percent (8%) total assignment differential pay.

ARTICLE 23
PERSONAL PROPERTY REPLACEMENT OR REPAIR

A. The CITY shall provide for the reasonable and customary cost of replacing or repairing, or shall replace or repair, an employee's prescription glasses, contact lenses, watches, and approved weapons damaged/lawfully seized in the performance of duty up to five hundred dollars ($500) per fiscal year. The Chief of Police must certify these requests as work related damage or seizure, and appropriate receipts must be attached, prior to submission for reimbursement by the Finance Department. If the employee receives other compensation for the loss either from restitution or third party insurance, this must be paid to the CITY if the employee has already been reimbursed under provisions of this policy. The CITY shall pay the replacing or repairing cost within fourteen (14) calendar days after the property damaging incident or seizure. The Chief of Police shall review the incident prior to approval. The CITY will only cover actual expenses incurred by the employee after submitting an insurance claim for those items covered by insurance.

When a seized weapon is returned to the employee, that weapon shall become the property of the City, and the employee shall return said weapon to the Chief of Police within seven (7) days.

B. Should the replacement cost run over the allowable $500, the incident shall be reviewed by the City Manager and City Council, and if approved by the City Council, replacement and/or repair of said personal property may exceed the $500.

ARTICLE 24
DAYS OFF

A. Each bargaining unit employee below the rank of Sergeant shall be allowed to bid for the days off of his/her choice on an annual basis; however, the final selection for the employee's days off will be approved by the Chief of Police or his designee. When making the final selection for the employee's days off, relevant factors such as seniority, prior assignments and scheduling needs shall be considered. The provisions of this Article shall not be subject to the grievance procedure.

B. Seniority shall be determined by the most recent date of hire or promotion date which would supersede the original date of hire.

1. Disputes regarding the selection of days off may be taken to the Lieutenant level only.
2. Request for days off for Sergeants will be allowed based on seniority when possible.

ARTICLE 25
BI-LINGUAL PAY

Employees possessing the relative fluency in a language other than English may qualify for foreign language duty. Employees who qualify for foreign language duty will receive an additional allowance to the affected employee's base pay one hundred dollars ($100) per month, when the following criteria are met:

1. The Chief of Police, at his or her discretion, approves the Employee in writing for foreign language duty, Employees shall not be denied for whim or capricious reasons;

2. The Employee uses foreign language skills during his or her regular duties, including call outs;

3. The Employee makes a written request to participate in foreign language duty; and

4. The Employee establishes that he or she possesses sufficient fluency in the language in the categories of reading, writing, and speaking, and passes the CITY’s proficiency test with a score of 80% or higher.

The CITY shall issue a proficiency test to employees who request to participate in the foreign language duty program set out within this provision. Issuance of the proficiency test shall occur at a time and place as determined by the CITY. Employees shall be given a minimum of thirty (30) days notice of the time and place of the proficiency test.

To remain eligible for foreign language duty, Employees must maintain proficiency in the language in question. Proficiency may be tested every two years.

ARTICLE 26
POLICE OFFICERS BILL OF RIGHTS

The provisions of Chapter 289 of the Nevada Revised Statutes, the Police Officer Bill of Rights, shall cover all officers. They shall be subject to the protections and conditions of those rights as they now exist and as they may change from time to time.

ARTICLE 27
DURATION OF AGREEMENT

a. This agreement shall be considered in effect as of July 1, 2018 following the ratification by the CITY and ASSOCIATION, and shall remain in full force and effect through June 30, 2021. The provisions of this agreement shall remain in effect until the parties execute a new agreement.

Page 22

Effective Date: July 1, 2018
b. In the event a fiscal emergency, as authorized by NRS 288.150(2)(w), the City is permitted to reopen the agreement during its term for negotiation. In order to declare a fiscal emergency under this Article the following must occur:

1. Estimated future fiscal year general revenues for the City, as provided by the Nevada Department of Taxation in their Preliminary and/or Final Local Government Revenue Projections reports results in a reduction of 10% or greater from the current fiscal year general revenues estimate.

2. Actual current fiscal year general revenues for the City reach a shortfall condition of 10% or more from the Final Revenue Projections for the current fiscal year as provided by the Nevada Department of Taxation.

ARTICLE 28
SAVINGS CLAUSE

If any article or section of this agreement shall be held invalid by operation of law or by any tribunal or competent jurisdiction, or if compliance with or enforcement of any article or section shall be restrained by any such tribunal, the remainder of this agreement shall not be affected. The parties of agreement thereby shall immediately enter into collective negotiations for the purpose of arriving at a mutually satisfactory replacement for any such article or section affected.

(THIS SPACE INTENTIONALLY LEFT BLANK)
ARTICLE 29
K-9 HANDLER COMPENSATION

Employees assigned by the Chief of Police to K-9 Handler duty shall receive an additional four (4) hours per week in compensation. This compensation recognizes the time spent by a K-9 Handler at home in the care of grooming and feeding of his/her assigned police dog and shall be considered as hours worked.

ARTICLE 30
RATIFICATION BY CITY AND ASSOCIATION

CITY

ASSOCIATION

Date:_________________________  Date:_________________________

Daniel Corona, Mayor

________________________________________

Alexander Peterson, President

Ismael Gutierrez, Council Member

Cutter Love, Vice President

Gerald Anderson, Council Member

Brandon Dew, Business Representative

Operating Engineers Local #3

John Hanson, Council Member

Jasie Holm, Council Member

Nicolas Flores, Council Member
Appendix “A”

0% increase effective July 1, 2018
2% increase effective July 1, 2019
2% increase effective July 1, 2020
# Sergeant/Detective

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Effective Date: July 1, 2018

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# Sergeant II/Detective II

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Effective Date: July 1, 2018

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# Officer

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Effective Date: July 1, 2018

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# Officer II

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Effective Date: July 1, 2018

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Effective Date: July 1, 2018

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# Sergeant/Detective

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Effective Date: July 1, 2018
COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE
CITY OF WEST WENDOVER ("CITY")
AND THE
WEST WENDOVER POLICE
OFFICERS ASSOCIATION ("ASSOCIATION")

July 1, 2018 – June 30, 2021

EFFECTIVE DATE: JULY 1, 2018
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Effective Date: July 1, 2015

Page 2

Attachment: POA 2018 Agr Memo Financial Impact w Agreement 4-3-18 (1378 : POA Contract)
COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE
CITY OF WEST WENDOVER ("CITY")
AND THE
WEST WENDOVER POLICE
OFFICERS ASSOCIATION ("ASSOCIATION")

THIS AGREEMENT is entered into between the City of West Wendover, Nevada (hereinafter referred to as the "CITY") and the West Wendover Police Officer Association (hereinafter referred to as the "ASSOCIATION").

ARTICLE 1
PREAMBLE

It is the intent and purpose of this agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto.

It is recognized by the CITY, the ASSOCIATION and the employees covered by this agreement that the CITY is engaged in rendering public services to the general public, and that there is an obligation on each party to continue to provide such service.

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

ARTICLE 2
RECOGNITION AND APPLICATION

A. For purposes of this agreement only, and subject to the provisions of N.R.S. 288.140, the CITY recognizes the ASSOCIATION as the exclusive bargaining agent for the regular, full-time employees (hereinafter referred to as "regular employees") employed in the classifications set forth hereinafter to negotiate in respect to those mandatory subjects of bargaining set forth in N.R.S. 288.150(2):

Classifications
1. Police Officer
2. Detective
3. Sergeant
4. Animal Control Enforcement Officer

Effective Date: July 1, 2015
ARTICLE 3
MANAGEMENT RIGHTS

A. The CITY and the ASSOCIATION agree that the CITY possesses the sole right to operate the CITY, and all management rights remain vested with the CITY. In this context, the negotiation of any management rights herein shall not establish a precedent or past practice concerning future negotiations of such rights. All management rights, powers, authority, functions and prerogatives, whether heretofore or hereafter exercised, and regardless of frequency or infrequency of their exercise, shall remain vested exclusively in the CITY. It is expressly recognized that these rights include but are not limited to the right to hire, direct, assign or transfer an employee; the right to reduce in force or lay off employees subject to the procedures for such action as set forth in Article 19 of this agreement; the right to determine and change staffing levels and work performance standards except for safety consideration; the right to determine the contents of the work day, including without limitation work load factors; the right to determine the quality and quantity of services to be offered to the public, and the means and methods of offering those services; the right to determine the safety of the public; the right to discipline, reprimand, suspend, reduce in pay, demote and/or terminate employees subject to applicable provisions of the collective bargaining agreement; the right to determine CITY functions; the right to implement, modify and delete rules, regulations, ordinances, and laws not inconsistent with this agreement; the right to establish, change, combine or eliminate jobs, job functions and job classifications; the right to establish wage rates for new or changed jobs or job descriptions; the right to introduce new or improved procedures, methods processes, or to make technological changes; and the right to establish or change shift schedules of work, starting and quitting times.

B. The ASSOCIATION acknowledges that the provisions of Chapter 288 of the Nevada Revised Statutes, including without limitation the provisions of this article and N.R.S. 288.150, recognize and declare the ultimate right and responsibility of the CITY to manage its operation in the most efficient manner consistent with the best interests of all of its citizens, its taxpayers and employees.

ARTICLE 4
NON-DISCRIMINATION

A. The CITY and the ASSOCIATION will continue their policy not to interfere with or discriminate against any employee because of membership or non-membership in the ASSOCIATION, or because the employee engages in or refrains from engaging in any activity protected by N.R.S. 288.010 and following.

B. The ASSOCIATION shall share equally with the CITY the responsibility to not illegally discriminate against a bargaining unit employee based on age, sex, sexual orientation, marital status, race, color, religion, protected disability, or national origin and for applying this provision of this agreement.
ARTICLE 5
HOURS OF WORK, OVERTIME AND STANDBY TIME

A. HOURS OF WORK: A normal workday shall consist of either eight (8) or ten (10) consecutive hours in a day. The normal work week shall be defined as starting 12:01 am Monday and continuing until Midnight pm Sunday, and shall consist of either five (5) consecutive eight (8) hour days or four (4) consecutive ten (10) hour days out of seven (7) days. Work schedules shall be made at the sole discretion of the Chief of Police or his designee.

If due to shift reassignment or adjustment it is not possible to provide eight (8) hours between shifts, the employee will be compensated at one and one half (1 1/2) times the employee's regular rate of pay for those hours worked which occur during the eight (8) hour off-duty period, and which are contiguous with the adjusted schedule.

B. OVERTIME: Overtime is defined as time actually worked in excess of the employee's normal shift, work day or work week. Overtime requires the approval of the employee's supervisor prior to the time being worked. In the event that an employee (officer) is unable to acquire approval for overtime from his immediate supervisor because of unforeseen circumstances, a reasonable amount of time will be permitted in order to obtain approval. Any Holiday, Vacation or Personal Leave that falls in a scheduled work week will be counted in computing overtime.

C. CONTROLLED AND UNCONTROLLED STANDBY TIME: An employee whom the Chief of Police assigns in writing or orally to be on Controlled Standby Time must remain able to report to duty within a reasonable period of time based on the circumstances.

1. Controlled Standby Time shall be compensated at the rate of two and 50/100ths dollars ($2.50) per hour.

2. Employees who are required to carry a pager or cellular phone, but are not on controlled standby, are ineligible for standby time, and shall not be disciplined for failure to respond to any page or call received. The department shall pay for any such calls made to/from a cellular/mobile phone service as long as the employee is required to carry such pager or cellular/mobile phone. The employee shall be reimbursed for any such calls by submitting appropriate documentation of phone usage on behalf of the department to the Chief of Police.

ARTICLE 6
ANNUAL LEAVE

Vacation/Personal Leave

Employees classified as regular, full-time, earn Vacation/Personal Leave time in accordance with the length of continuous full-time employment with the City as follows:

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Years of Continuous Service  | Time Earned Per Pay Period*
--- | ---
0 years, less than 5 years  | 4.62 hours
5 years, less than 10 years  | 6.15 hours
10 years, less than 15 years  | 7.08 hours
15 years or more  | 8.00 hours

*Maximum accrual allowed per 80 hour bi-weekly pay period.

A. Vacation accrual will cease upon the employee accruing two hundred forty (240) hours of vacation time. Vacation accrual will re-commence immediately upon the employees vacation balance dropping below two hundred forty (240) hours. However, employees who have more than five (5) years of continuous service shall have the option to “cash out” a maximum of five (5) days of their unused Vacation/Personal Leave time per calendar year.

   For calendar years 2015, 2016 and 2017 only, all employees covered under this Agreement regardless of years of service shall have the option to “cash out” a maximum of sixty (60) hours of their unused Vacation/Personal Leave.

   All employees covered under this Agreement regardless of years of service shall have the option to “cash out” a maximum of forty (40) hours of their unused Vacation/Personal Leave.

B. Vacation/Personal Leave time shall be charged based upon “earliest earned, earliest used”, on an hour for hour basis.

C. Upon resignation or retirement from CITY employment, with two (2) weeks written notice, an employee shall be paid at their regular hourly rate of pay for unused vacation time.

D. The Chief of Police will attempt to schedule vacation/personal leave time as near as possible to the time requested by the employee, after the needs of the department have been considered. When two or more employees request the same dates for leave, the Chief of Police will grant leave based upon the staffing needs of the CITY.

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ARTICLE 7
WORK RELATED DISABILITY

Workers Compensation

Employees who incur a work-related injury or illness which qualifies them to receive lost time wage benefits in accordance with Worker Compensation laws, rules or regulations shall receive their regular compensation during such lost time period, not to exceed one hundred eighty (180) days, or while confined in a hospital, until the CITY’S worker's compensation insurance carrier stops payment. The employee is required to give to the CITY any compensation received which, if added to the lost time wages received from the CITY, exceeds the employee's regular compensation. A doctor's certification shall be required for any on the job injury resulting in absence from employment with pay before the employee can return to work.

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Effective Date: July 1, 2015
ARTICLE 8
RETIREMENT

A. The CITY and ASSOCIATION agree that all eligible employees of the bargaining unit shall participate in the Public Employees Retirement System of the State of Nevada, in accordance with the rules of that system.

B. The CITY agrees to continue to pay one hundred percent (100%) of the current contribution to the Public Employees Retirement System (PERS), but shall not pay for the purchase of eligible service.

C. Where the PERS contribution rate increases, the CITY agrees to increase the amount of any negotiated salary increase, in accordance with NRS Chapter 286, so as to ensure that any PERS contribution increase will not reduce the amount of any negotiated salary increase received by employees covered under this Agreement.

ARTICLE 9
WAGES

A. For the term of this contract the city agrees to keep in force the wage step and classification scales as provided in Appendix “A” attached hereto and made a part hereof. All provisions of this contract shall remain in effect until the parties execute a subsequent agreement or amendment.

B. Salary Steps

1. Step 1. Minimum Hiring Rate

Employees newly hired in a position covered by this agreement shall be paid at the minimum rate for their position, unless:

a. The Chief of Police recommends a higher beginning rate based upon the following:

1. Up to Step 2: Non Nevada P.O.S.T. Certification but an equivalent certification from another state.

2. Up to Step 3: Non Nevada P.O.S.T. Certification but an Equivalent certification from another state and 1 year previous law enforcement experience as a police officer or higher rank.

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3. **Up to Step 3:** Nevada P.O.S.T. Certification with no previous law enforcement experience.

4. **Up to Step 4:** Nevada P.O.S.T. Certification and,
   i. at least 2 years previous law enforcement experience as a police officer or higher rank, or
   ii. 1 year previous law enforcement experience as a police officer or higher rank with at least 1 of those years serving in an agency within the State of Nevada.

5. **Up to Step 5:** Nevada P.O.S.T. Certification and at least 3 years previous law enforcement experience as a police officer or higher rank with at least 1 of those years serving in an agency within the State of Nevada.

### 2. Probationary/FTO Period

A new employee is eligible for a step advancement after successful completion of a probationary period including the completion of the FTO field training program and for non-Nevada P.O.S.T. certified individuals the completion of Nevada P.O.S.T. Retention and/or advancement at the end of the probationary period will be based upon the final recommendation of the Chief of Police.

### 3. Annual Advancement for Continuous Service

Eligibility for advancement to each higher step on the salary schedule shall occur on each twelve (12) month anniversary date of attainment of the previous step.

### 4. Annual Merit Bonus

An Annual Merit Bonus of one percent (1%) of the employee's yearly base salary will be awarded to the employee after their annual evaluation date if their performance evaluation is shown to be outstanding.

An Annual Merit Bonus of two percent (2%) of the employee’s yearly base salary will be awarded to the employee after their annual evaluation date if their performance evaluation is shown to be in the pursuit of excellence.

The evaluations are as follows:
- 90% and above = Pursuit of excellence
- 80% to 89% = Outstanding
- 70% to 79% = Satisfactory
- Below 70% = Failing

### 5. Pay Practices; Promotions, Demotions, and Transfers

a. Employees promoted to a higher classification level shall be placed in the new range at their current step. Eligibility for future step advancement will occur on the annual anniversary date from the date of promotion. Any
promotions shall be determined by appropriate Department policy, the discretion of the Chief of Police and, using the following parameters:

1. Employees promoted to Police Officer Grade 2 or higher classification level and employees promoted to Sergeant Grade 1 or higher classification level shall be placed in the new range at their current step.

2. Police Officer 2:
   a. Completion of all requirements provided for in NAC 289.240 (as may be amended from time to time) in relation to an Intermediate Certification.
   b. Three years of law enforcement service with the City of West Wendover.

3. Sergeant 2:
   a. Completion of all requirements provided for in NAC 289.240 (as may be amended from time to time) in relation to an Advanced Certification.
   b. Seven years of law enforcement service with the City of West Wendover.

4. Supervisory duties of the various Grades shall be determined by Department policy.

   b. Employees demoted to a position with a lower classification shall be placed in the new range at the employee's current step.

   c. Employees transferred into a position with the same pay range shall maintain their existing step and anniversary date.

6. **Court Subpoenas.**

   Employees who are scheduled to appear under a court subpoena as part of their job duties, in addition to their regular scheduled work week, and are canceled upon arriving or while en route, shall receive a minimum of one (1) hour of compensation or time actually worked whichever is greater at time and one half (1 ½) their regular rate of pay.

**ARTICLE 10**

**LONGEVITY**

On the annual anniversary of the employee’s hire date, the City shall grant longevity pay for active employees who have completed at least three (3) years of continuous full-time City service.
employment as outlined below, beginning with the first qualifying year of service and for each subsequent year of service thereafter.

3 years, less than 5 years: $150 per year of total service
5 years, less than 10 years: $175 per year of service
10 years, less than 15 years: $200 per year of total service
15 years, less than 20 years: $225 per year of total service
20 years or more: $250 per year of total service

ARTICLE 11
CALL OUT PAY

A. Employees are eligible for Call Out pay if they have completed their normal work day, have been released from further continuous duty, and subsequently return to work with less than twelve (12) hours notice at the request of their supervisor.

B. Employees called back to work with less than twelve (12) hours notice will be compensated at one and one half (1 1/2) times their regular rate of pay for a minimum of four (4) hours, or actual hours worked, whichever is greater. If the Call Back assignment runs into the employee's normal work day, the employee will receive call out pay only for those hours which are not part of the employee's normal workday.

C. Employees called out more than once within a four hour period will be paid for only one four (4) hour period.

ARTICLE 12
PHYSICAL EXAMINATIONS

A. The CITY will pay for the physical examinations required by law, provided that the employee is examined by a physician chosen by the CITY.

B. Required physical examinations shall be completed within thirty (30) days occurring before or after the employee's birthday.

C. The CITY shall provide and pay for hepatitis "B" testing, and vaccines for tuberculosis, tetanus, and hepatitis, or any other testing or vaccines required by law.

ARTICLE 13
HOLIDAYS AND HOLIDAY PAY

A. The following days are declared Holidays:

New Year's Day
Martin Luther King Jr.'s Birthday
President's Day
Memorial Day
Independence Day

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Labor Day
Nevada Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving (Family Day)
December 25th

Any day or hours declared a holiday by the President of the United States, Governor of Nevada, or the Mayor of West Wendover.

B. Holiday pay is at the employee's normal rate of pay for the employee's normal work shift for pay period, whether or not the employee is scheduled to work on the holiday.

C. All employees shall be paid holiday pay for each declared holiday equal to the regular rate of pay for that employee's normal shift. In addition to the foregoing amounts required to be paid; employees who are scheduled to work a declared holiday shall be paid 1.5 times their regular rate for hours worked on the holiday; and, employees who are working in overtime status during a declared holiday shall be paid 2 times their regular rate for hours worked on the holiday.

ARTICLE 14
GRIEVANCES AND ARBITRATION PROCEDURE

A. General

1. A grievance is defined as a complaint or dispute regarding interpretation and application of this agreement.

2. The procedures set forth in this Article shall be the exclusive remedy for any dispute or complaint defined in 1 above.

3. The term "working days" is based upon a five (5) day work week, beginning on Monday and ending on Friday.

4. Grievances not moved to the next step within the established time limits will be deemed settled according to the decision rendered in the last step processed. Time limits may be extended or waived by mutual written agreement.

5. The employee shall have ten (10) working days in which to initiate a grievance, at any level, counting from the date the employee should have reasonably known about the circumstances giving rise to the grievance.

6. At each step of the grievance procedure, the CITY shall have up to ten (10) working days to respond to the employee, and the employee shall have up to ten (10) working days from the date of the CITY’S response in which to submit the grievance to the next step.

7. A grievance may be advanced to any step in this procedure by mutual written agreement.

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B. Informal Procedure

Prior to submitting a written grievance, the employee may discuss the circumstances with his/her immediate supervisor. The employee may bring an ASSOCIATION representative to this meeting.

Formal Procedure

Step 1

If the issue is not satisfactorily resolved, the employee may submit the issue to the ASSOCIATION Grievance Committee. The Grievance Committee or grievant may then submit a formal grievance to the Chief of Police.

Step 2

If the Chief of Police denies the grievance, the ASSOCIATION or grievant may submit the grievance to the City Manager, specifying why the Chief of Police's response was not acceptable.

Step 3

If the City Manager and the ASSOCIATION or grievant cannot reach a satisfactory resolution, the ASSOCIATION or the grievant has the right to submit the grievance to the City Council at the next possible regular City Council meeting. The City Council must render an offer of compromise, grant the grievance, or deny the grievance.

Step 4

If the ASSOCIATION or the grievant is not satisfied with the decision of the City Council, the ASSOCIATION has the right to submit the grievance to arbitration, as outlined below.

C. Arbitration Procedure

Step 1

Upon receipt of notification of request for arbitration, the CITY and the ASSOCIATION or grievant will attempt to select an arbiter mutually agreed upon.

Step 2
If the CITY and ASSOCIATION or grievant cannot agree upon an arbitrator, they shall jointly request the Federal Mediation and Conciliation Service to provide the names of seven (7) arbiters experienced in the area to be arbitrated.

Step 3

One arbiter shall be selected by alternately striking names from the list. The ASSOCIATION or grievant shall strike first. The grievance shall be submitted to the last remaining arbiter.

Step 4

Arbitration shall be under the rules of the Federal Mediation and Conciliation Service. The arbitrator shall have no power to add to, subtract from, or modify the terms of this agreement and department rules and regulations and shall confine his decision to a determination of the facts and an interpretation and application of this agreement. The arbiter shall render a decision within thirty (30) days from conclusion of the hearing.

D. Award

The arbitrator's decision shall be binding on the ASSOCIATION, and its members, the employee or employees involved, and the CITY.

E. Costs and Fees of Arbitration

Each party shall pay for the costs it incurs for witnesses, professional services, and preparation of briefs and data it presents to the arbitrator.

The arbiter's fees and expenses, the cost of any hearing room and the cost of a court reporter and of the original transcript shall be borne by the losing party, as specified by the arbiter.

ARTICLE 15
INSURANCE

A. Life Insurance

The CITY shall provide fifteen thousand dollars ($15,000.00) of life insurance with double indemnity for accidental death of the employee.

B. Liability Insurance
The CITY shall provide liability insurance for each bargaining unit member while in the performance of official and lawful duties. The CITY shall provide at its expense, legal counsel to defend a bargaining unit member who is sued for incidents occurring during the performance of official and lawful duties.

C. Health Insurance

The CITY shall pay one hundred percent (100%) of the insurance premium for members of the bargaining unit. The bargaining unit member will have the option of paying the premium for eligible family members.

D. Insurance Advisory Committee

The CITY shall form an Insurance Advisory Committee composed of an employee from each department who is selected by the CITY, a City Council member, and one member of the bargaining unit. The committee will review insurance programs, premiums, and benefits. The Committee shall provide the City Council with findings and recommendations. Such recommendations are not binding on the City Council.

ARTICLE 16
CLOTHING/UNIFORM AND EQUIPMENT ALLOWANCE

A. All sworn officers and the Animal Control Officer shall receive an annual clothing and equipment allowance of One Thousand and Two Hundred Dollars and no/100's ($1,200.00), which shall be paid on the annual anniversary of the employee’s hire date.

B. New employees shall receive a six hundred dollar ($600.00) allowance at time of hire and a second allowance of six hundred dollars ($600.00) after completion of Nevada P.O.S.T. or FTO whichever comes first.

C. The CITY shall furnish to the Officers two (2) sets of handcuffs, one (1) flashlight, one (1) pepper spray, one (1) portable radio with external microphone and one (1) ballistic vest. The ballistic vest shall be worn as part of the uniform and according to the Department policy developed by and at the discretion of the Chief of Police. Ballistic vests will be replaced once every five years. The Chief of Police shall approve the type of such equipment and any such equipment remains the property of the CITY.

D. The City shall also furnish to the Officers: one (1) duty firearm, which will be of design and the specification determined by the City. However, if an Officer chooses to use a personal firearm in the performance of his/her duties, that firearm shall meet all requirements set forth by the City for such personal duty firearm and may only be used with the written approval of the Chief of Police. If an officer does use a personal firearm, then the City issued duty firearm shall be returned to the city.

E. The City shall furnish one (1) shotgun per patrol vehicle.

ARTICLE 17

Effective Date: July 1, 2015
SHIFT DIFFERENTIAL

Shift differential shall be paid for actual hours worked at a rate of fifty cents ($0.50) per hour for swing shift, defined as 3:00 p.m. to 11:00 p.m., and at the rate of seventy-five cents ($0.75) per hour for graveyard shift, defined as 11:00 p.m. to 7:00 a.m. Shift differential pay will not be paid for standby time, vacation time, sick time, holidays not worked, or any other compensated absences not actually worked. If the preponderance of an employee’s hours worked on a particular shift falls within the “swing shift”, the employee will receive swing shift differential for their entire shift worked. If the preponderance of an employee’s hours worked on a particular shift falls within the “graveyard shift”, the employee will receive graveyard shift differential for their entire shift worked. When a cover shift is utilized where the preponderance cannot be established, the higher rate shall be paid.

ARTICLE 18
LEAVE OF ABSENCE

Sick Leave

Sick leave accrual and usage will be as is written in the City of West Wendover Personnel Policy Manual, as amended from time to time. The following changes or additions shall also apply.

1. Sick leave may be used by the employee for his/her own incapacitating illness or injury, visits to health practitioners, or for transporting dependent members of his/her immediate family to appointments with health practitioners.

2. Sick leave shall accrue for regular full-time employees at 3.08 hours per pay period, and may accrue without limitation. Sick leave shall not accrue during leaves of absence without pay.

3. Upon separation of service with the CITY, an employee may, if employed for five (5) years but less than ten (10) years, cash out one percent (1%), if employed more than ten (10) years but less than fifteen (15) years, cash out one and one half percent (1 1/2%), if employed more than fifteen (15) years but less than twenty (20) years, cash out two percent (2%), and if employed twenty (20) years or more cash out two and one half percent (2 1/2%), of any accrued and unused sick leave for each full year of service.

4. Employees going on sick leave must notify the Chief of Police or his designee as soon as the need for leave is known to the employee.
5. Regular full-time employees, with approval from the City Manager, may donate accrued sick leave to other regular full-time employees in accordance with the following conditions.

   a. The receiving employee has depleted or will deplete his/her annual accrued vacation and sick leave within the current pay period.

   b. The receiving employee has abided by all personnel rules regarding sick leave use.

   c. The total amount of donated sick leave received shall not exceed seven hundred twenty (720) hours per occurrence.

   d. The donating employee must maintain a sick leave balance of at least one hundred sixty (160) hours after any hours are donated.

   e. Approved donated sick leave shall be transferred to the receiving employee, on an hour for hour basis, in the order in which it was donated.

   f. The receiving employee shall be paid for donated sick leave at his/her regular rate of pay.

   g. Donated, but unused sick leave will be returned to the donating employees in reverse order of donation.

Family and Medical Leave (FMLA)

Employees who have been employed by the CITY for at least one (1) year and worked for the CITY at least 1,250 hours during the preceding twelve (12) month period are eligible for family and medical leave. Family and Medical Leave shall not exceed a total of twelve (12) weeks, during a rolling twelve (12) month period, counting backward from the date an employee uses any Family and Medical Leave.

Family and Medical Leave will be unpaid leave unless the employee has accrued paid leave and is otherwise eligible to use the leave. The employee must use all of his/her accrued paid annual leave or sick leave as part of the FMLA leave. The remainder of the leave period will then be unpaid FMLA leave.

When medically necessary, leave may be taken on an intermittent or reduced schedule basis. Employees needing intermittent leave or reduced schedule leave must attempt to schedule their leave so as not to disrupt the CITY’s operations. The CITY may require an employee on intermittent leave to temporarily transfer to an available alternative position for which the employee is qualified if the position has equivalent pay and benefits and better accommodates the employee's intermittent or reduced schedule leave. Intermittent leave and reduced schedule leave reduces the twelve (12) week entitlement only by the actual time used.

Family and Medical Leave shall be granted to eligible employees for the following reasons:
1. The birth of an employee's child and in order to care for the child;

2. The placement of a child with the employee for adoption or foster care; (if both an employee and his/her spouse are employed by the CITY, their combined time off may not exceed twelve (12) work weeks during any twelve (12) month period);

3. To care for the employee's spouse, child, or parent who has a serious health condition; or

4. An employee's serious health condition that prevents the employee from performing the functions of his/her job. Serious health conditions may include conditions resulting from job-related injuries and/or illnesses.

The CITY may require the use of FMLA leave for any absence which would qualify as FMLA leave, even if no formal application for such leave was made by the employee, provided notice is given to the employee.

Employees returning from leave taken pursuant to the Family and Medical Leave Act shall have the right to immediate reinstatement into their most recent position, or one with equal status, pay, benefits, and other terms and conditions of employment.

Failure of an employee to return to work upon the expiration of a family or medical leave absence will subject the employee to disciplinary action, up to and including termination. An employee may request an extension of FMLA to the employee's immediate supervisor. This written request should be made as soon as the employee realizes that s/he will not be able to return at the expiration of the leave period. Any additional time granted or extended will not be considered as FMLA. Rather, such time will be characterized as either paid or unpaid leave, thereby ending the CITY's return to duty obligations.

Leave of Absence Without Pay

Leave of absence without pay for up to ninety (90) days may be granted if recommended by the Chief of Police and subsequently approved by the City Manager. Granting of a leave of absence without pay does not guarantee immediate reinstatement to paid status provided, however, an employee who does not return on the first work day following the end of a leave will be considered to have resigned, unless there is a proven compelling reason beyond the control of the employee.

1. Insurance: Employees on approved leave of absence without pay may continue their medical, dental, and life insurance coverage in accordance with COBRA health benefit continuation regulations.

2. Anniversary Date: An employee's anniversary date will be extended by the number of days off work for all unpaid leaves of absence.

3. Benefit Accrual: No sick leave, holiday, vacation benefits or other "length of service" benefits shall accrue during an unpaid leave of absence, nor shall the CITY to contribute toward the cost of insurance benefits.

Effective Date: July 1, 2015
Court Leave

When Granted: Court leave will be granted to allow employees to serve as jurors, witnesses, or as a party in court proceedings whenever served with summons, subpoenas, or other court orders. Employees shall provide their supervisors with relevant documents verifying the need for court leave as soon as the need becomes known.

Compensation: Subject to the following conditions, regular employees on approved court leave shall receive their regular rate of pay for those hours spent in court and in the round trip travel between their regular work site and the court.

1. The employee's regular rate of pay shall be limited to compensation for court and travel time which occurs during the employee's regularly scheduled hours of work. Upon completion of jury/court/witness service for which the employee received his/her regular pay, the employee will immediately forward any compensation received from the court or other party to the CITY upon receipt. Reimbursements received for out of pocket expenses such as meals, mileage, and lodging may be kept by employees, unless the CITY has reimbursed the employee for such expenses were paid by the CITY.

2. Employees who appear in court as the plaintiff, defendant, or witness in any action not related to their official duties shall not be paid for time away from work unless that time is accrued vacation or personal leave. Court payments for travel expenses are to be retained by the employee.

Late Start/Early Release: An employee who is not required to report to court until the middle of his/her work schedule or who is released from court/jury duty before the end of his/her work schedule shall report to work for the hours which are not required for court duty or for related travel time.

Bereavement Leave

A regular, full-time employee who must be absent from work to attend the funeral of a family member who is within the second degree of consanguinity or affinity may use up to a maximum of twenty four (24) hours of bereavement leave per each occurrence. Bereavement leave longer than twenty four (24) hours may be charged to accumulated sick leave, up to a maximum of sixteen (16) additional hours, with the advance approval of the CITY.

Where an employee is required to leave the country to attend a funeral for a family member who is within the second degree of consanguinity or affinity, he or she shall be allowed to use up to an additional forty (40) hours of accumulated sick leave for bereavement purposes. To use this additional forty (40) hours, the employee must receive advance written approval from the CITY. No reasonable request will be denied.

Military Leave

Employees who are members of the National Guard or US Military Reserve components are entitled to military leave and to re-employment rights for up to four (4) years, as provided in 38
USC, Sections 4312 - 4318 and the relevant sections of Nevada Revised Statutes. The City will grant military leave with pay for absences not exceeding fifteen (15) calendar days per year. If the employee requesting military leave provides an official copy of active duty for training orders prior to the time of the scheduled military duty, and also a copy of their military pay voucher within 60 days of completion of ADT. The employee may use vacation/personal time for leaves which exceed the fifteen (15) day military leave.

The CITY will make a reasonable effort to adjust work schedules and assignments to accommodate military obligations. Persons filling a position created by an employee on Military Leave may be returned to their previous position upon return of the absent employee, however, a replacement employee is subject to layoff if no other position is available.

ARTICLE 19
LAYOFF PROCEDURES

Layoff

Reasons for Layoff: The CITY may lay off employees because of lack of work, lack of funds, material change in duties or organization, or in the interests of economy, efficiency, or for other appropriate causes, as determined by the CITY.

Alternatives to Layoff: Whenever a layoff is anticipated, the CITY will notify employees whose jobs may be affected of the situation and explain available options to them. The CITY will make reasonable efforts to integrate affected employees into other available positions. The CITY may also utilize options in lieu of layoffs where feasible such as part-time work schedules, reduction in work hours, job sharing, or reductions in class or pay.

Order of Layoffs: The order of layoff among positions in the same class within a department shall be: casual workers first; then probationary employees; then all other employees. In deciding which employees shall be laid off and which shall be retained, the CITY shall consider job related factors such as job knowledge, skill, and ability to do the required work; previous work experience, including ability to perform other jobs which the employee may be called upon to perform as a result of the layoff; attendance, safety, disciplinary records, and performance evaluations while with the CITY; and efficiency of operations. Where two employees are equally qualified based on the application of these factors, the CITY shall retain the employee with the most time serviced since the current hire date.

Layoff Notice: The Chief of Police shall provide each affected employee with a written notice of layoff. Such written notice of the layoff shall either be delivered in person or mailed to the employees' last known address. If practical, the layoff notice shall be delivered or mailed at least fourteen (14) calendar days prior to the date of layoff.

Reinstatement
Persons who have been laid off shall be placed on a reinstatement list within the department from which the layoff occurred. When a vacancy occurs, the Chief of Police shall fill the vacancy using the reinstatement list and may base his decision on seniority at the time of layoff.

Failure to Respond

Failure to respond or report to work within ten (10) calendar days from the date a notice of recall is sent by the CITY will result in a withdrawal of the offer and the next person on the reinstatement list being recalled.

Duration of Reinstatement List

The names of persons laid off shall be maintained on a reinstatement list for one (1) year from the date of layoff. Persons on this list who are hired in positions in the same class from which they were laid off shall, upon such hire, be removed from the reinstatement list. An employee who refuses reinstatement to the same position from which the layoff occurred shall be removed from the reinstatement list. Persons reinstated to a position in a lower class from which they were laid off or called to work as a casual worker shall remain on the reinstatement list for the designated period of time the reinstatement list is active.

ARTICLE 20
ASSOCIATION AFFAIRS

The CITY shall provide a bulletin board in a location agreeable to both the ASSOCIATION and the CITY. The ASSOCIATION may use the bulletin board to post notices or announcements regarding the business activities of the ASSOCIATION. The ASSOCIATION agrees that it will not post any material, which is political or disparages the CITY or any CITY official, or employee of the CITY. All notices and announcements shall be complying with applicable federal and Nevada state laws regarding illegal discrimination and/or harassment. In accordance with NRS 288.225, the ASSOCIATION shall reimburse the CITY for all leave taken by members for Association Business.

ARTICLE 21
PAYROLL DEDUCTION OF DUES

A. The CITY agrees to deduct from the wages of each ASSOCIATION member the sum certified as bi-weekly ASSOCIATION dues and deposit such deductions to the bank account of the ASSOCIATION no later than five (5) days after the end of the pay period. All payroll deductions for dues shall only be made in accordance with a voluntary deduction authorization form individually executed by the employee for whom the deduction will be made.
B. The ASSOCIATION member identified as agreeing to ASSOCIATION dues payroll deduction shall continue to have dues deducted unless the ASSOCIATION member subsequently requests in writing to cancel dues deduction.

**ARTICLE 22**

**ASSIGNMENT DIFFERENTIAL PAY**

A. Assignment Differential Pay (ADP) is temporary monetary compensation to be paid to employees in the following categories and at the listed percentage rates of the employee's wages (hourly base wages) for actual time worked within a designated assignment.

B. Assignment Differential Pay assignments are not promotional and therefore no property rights exist. Additionally, employees shall only be paid assignment differential pay for the duration of their assignment.

C. Field Training Officer (FTO) - Must be an officer who has completed an FTO training program and is currently certified to train in this field. An FTO Officer, only while actively involved in field training will receive the following:

   Employees with the rank of Police Officer will receive an additional ten percent (10%) above their base wage.

   Employees with the rank of Sergeant or higher will receive an additional five percent (5%) above their base wage.

D. Resource Officer / G.R.E.A.T. Officer - Must be an officer who has completed a Gang Resistance Education and Training (GREAT) program and is currently certified to teach in this field. A GREAT Officer, when funded by the annual CITY budget, and only while actively teaching the GREAT program, will receive a five percent (5%) increase in base pay.

E. An employee assigned to more than one assignment eligible for ADP shall receive no more than eight percent (8%) total assignment differential pay.

**ARTICLE 23**

**PERSONAL PROPERTY REPLACEMENT OR REPAIR**

A. The CITY shall provide for the reasonable and customary cost of replacing or repairing, an employee's prescription glasses, contact lenses, watches, and approved weapons damaged lawfully seized in the performance of duty up to five hundred dollars ($500) per fiscal year. The Chief of Police must certify these requests as work related damage or seizure, and appropriate receipts must be attached, prior to submission for reimbursement by the Finance Department. If the employee receives other compensation for the loss either from restitution or third party insurance, this must be paid to the CITY if the employee has already been reimbursed under provisions of this policy. The CITY shall pay the replacing or repairing cost within fourteen (14) calendar days after the property damaging incident or seizure. The Chief of Police shall review...
the incident prior to approval. The CITY will only cover actual expenses incurred by the employee after submitting an insurance claim for those items covered by insurance.

When a seized weapon is returned to the employee, that weapon shall become the property of the City, and the employee shall return said weapon to the Chief of Police within seven (7) days. When a seized weapon is returned to the employee, that weapon shall become the property of the City, and the employee shall return said weapon to the Chief of Police within seven (7) days.

The CITY shall provide for the reasonable and customary cost of replacing or repairing, or shall replace or repair, an employee’s prescription glasses, contact lenses, watches, and approved weapons damaged in the performance of duty up to five hundred dollars ($500) per fiscal year. The Chief of Police must certify these requests as work-related damage, and appropriate receipts must be attached, prior to submission for reimbursement by the Finance Department. If the employee receives other compensation for the loss either from restitution or third party insurance, this must be paid to the CITY if the employee has already been reimbursed under provisions of this policy. The CITY shall pay the replacing or repairing cost within fourteen (14) calendar days after the property damaging incident. The Chief of Police shall review the incident prior to approval. The CITY will only cover actual expenses incurred by the employee after submitting an insurance claim for those items covered by insurance.

B. Should the replacement cost run over the allowable $500, the incident shall be reviewed by the City Manager and City Council, and if approved by the City Council, replacement and/or repair of said personal property may exceed the $500.

ARTICLE 24
DAYS OFF

A. Each bargaining unit employee below the rank of Sergeant shall be allowed to bid for the days off of his/her choice on an annual basis; however, the final selection for the employee’s days off will be approved by the Chief of Police or his designee. When making the final selection for the employee’s days off, relevant factors such as seniority, prior assignments and scheduling needs shall be considered. The provisions of this Article shall not be subject to the grievance procedure.

B. Seniority shall be determined by the most recent date of hire or promotion date which would supersede the original date of hire.

1. Disputes regarding the selection of days off may be taken to the Lieutenant level only.

2. Request for days off for Sergeants will be allowed based on seniority when possible.

ARTICLE 25
BI-LINGUAL PAY

Employees possessing the relative fluency in a language other than English may qualify for foreign language duty. Employees who qualify for foreign language duty will receive an

Page 22

Effective Date: July 1, 2015
additional allowance to the affected employee's base pay one hundred dollars ($100) per month, when the following criteria are met:

1. The Chief of Police, at his or her discretion, approves the Employee in writing for foreign language duty. Employees shall not be denied for whim or capricious reasons;

2. The Employee uses foreign language skills during his or her regular duties, including call outs;

3. The Employee makes a written request to participate in foreign language duty; and

4. The Employee establishes that he or she possesses sufficient fluency in the language in the categories of reading, writing, and speaking, and passes the CITY’s proficiency test with a score of 80% or higher.

The CITY shall issue a proficiency test to employees who request to participate in the foreign language duty program set out within this provision. Issuance of the proficiency test shall occur at a time and place as determined by the CITY. Employees shall be given a minimum of thirty (30) days notice of the time and place of the proficiency test.

To remain eligible for foreign language duty, Employees must maintain proficiency in the language in question. Proficiency may be tested every two years.

Employees possessing the relative fluency in a language of reading, writing and speaking, other than English who are designated to be fluent in such language by the Chief of Police or his designee, and use such language during regular duties, including call outs, and document such usage on a monthly basis, shall receive an additional allowance to the affected employee's base pay of fifty dollars ($50) per month.

ARTICLE 26
POLICE OFFICERS BILL OF RIGHTS

The provisions of Chapter 289 of the Nevada Revised Statutes, the Police Officer Bill of Rights, shall cover all officers. They shall be subject to the protections and conditions of those rights as they now exist and as they may change from time to time.

ARTICLE 27
DURATION OF AGREEMENT

a. This agreement shall be considered in effect as of July 1, 2012-2018 following the ratification by the CITY and ASSOCIATION, and shall remain in full force and effect through June 30, 2015-2021. The provisions of this agreement shall remain in effect until the parties execute a new agreement.

b. In the event a fiscal emergency, as authorized by NRS 288.150(2)(w), the City is permitted to reopen the agreement during its term for negotiation. In order to declare a fiscal emergency under this Article the following must occur:

Effective Date: July 1, 2015
1. Estimated future fiscal year general revenues for the City, as provided by the Nevada Department of Taxation in their Preliminary and/or Final Local Government Revenue Projections reports results in a reduction of 10% or greater from the current fiscal year general revenues estimate.

2. Actual current fiscal year general revenues for the City reach a shortfall condition of 10% or more from the Final Revenue Projections for the current fiscal year as provided by the Nevada Department of Taxation.

ARTICLE 28
SAVINGS CLAUSE

If any article or section of this agreement shall be held invalid by operation of law or by any tribunal or competent jurisdiction, or if compliance with or enforcement of any article or section shall be restrained by any such tribunal, the remainder of this agreement shall not be affected. The parties of agreement thereby shall immediately enter into collective negotiations for the purpose of arriving at a mutually satisfactory replacement for any such article or section affected.

(THIS SPACE INTENTIONALLY LEFT BLANK)

ARTICLE 29
Page 24

Effective Date: July 1, 2015
K-9 HANDLER COMPENSATION

Employees assigned by the Chief of Police to K-9 Handler duty shall receive an additional four (4) hours per week in compensation. This compensation recognizes the time spent by a K-9 Handler at home in the care of grooming and feeding of his/her assigned police dog and shall be considered as hours worked.

ARTICLE 30
RATIFICATION BY CITY AND ASSOCIATION

CITY
Date:__________________________
Gerald Anderson, Mayor Pro-tem
Gerald Anderson, Council Member
Ismael Gutierrez, Council Member
John Hanson, Council Member
Jasie Holm, Council Member
Nicolas Flores, Council Member
Emily Carter, Mayor

ASSOCIATION
Date:__________________________
Alexander Peterson, President
Cutter Love, Vice President
Brandon Dew, Business Representative Operating Engineers Local #3

Gerald Anderson, Council Member
John Hanson, Council Member

Effective Date: July 1, 2015
Ismael Gutierrez, Council Member

Gerald Anderson, Council Member

John Hanson, Council Member

Jasie Holm, Council Member

Nicolas Flores, Council Member

Bradlee Hillaker, Vice President

Brandon Dow, Business Representative

Operating Engineers Local #3

Effective Date: July 1, 2015

Attachment: POA 2018 Agr Memo Financial Impact w Agreement 4-3-18 (1378 : POA Contract)
Appendix “A”

01% increase effective July 1, 2018
2% increase effective July 1, 2019
23% increase effective July 1, 2020
### Sergeant/Detective

Table: Salary @ 2,080 Hours

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Step 1</th>
<th>Step 2</th>
<th>Step 3</th>
<th>Step 4</th>
<th>Step 5</th>
<th>Step 6</th>
<th>Step 7</th>
<th>Step 8</th>
<th>Step 9</th>
<th>Step 10</th>
<th>Step 11</th>
<th>Step 12</th>
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</thead>
<tbody>
<tr>
<td>Salary @ 2,080 Hours</td>
<td>$46,072.00</td>
<td>$48,380.00</td>
<td>$50,688.00</td>
<td>$53,000.00</td>
<td>$55,328.00</td>
<td>$57,664.00</td>
<td>$59,996.00</td>
<td>$62,324.00</td>
<td>$64,656.00</td>
<td>$66,992.00</td>
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<tr>
<td>Hour Rate</td>
<td>$22.15</td>
<td>$23.26</td>
<td>$24.43</td>
<td>$25.67</td>
<td>$26.92</td>
<td>$28.27</td>
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<td>$32.74</td>
<td>$34.39</td>
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### Sergeant II/Detective II

Table: Salary @ 2,080 Hours

<table>
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<tr>
<th>Effective Date</th>
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<th>Step 2</th>
<th>Step 3</th>
<th>Step 4</th>
<th>Step 5</th>
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<th>Step 7</th>
<th>Step 8</th>
<th>Step 9</th>
<th>Step 10</th>
<th>Step 11</th>
<th>Step 12</th>
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</thead>
<tbody>
<tr>
<td>Salary @ 2,080 Hours</td>
<td>$45,911.60</td>
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<td>$70,968.00</td>
<td>$73,996.00</td>
<td>$76,992.00</td>
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<tr>
<td>Hour Rate</td>
<td>$23.27</td>
<td>$24.44</td>
<td>$25.67</td>
<td>$26.97</td>
<td>$28.28</td>
<td>$29.71</td>
<td>$31.20</td>
<td>$32.74</td>
<td>$34.39</td>
<td>$36.10</td>
<td>$37.92</td>
<td>$39.82</td>
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</table>

### Officer

Table: Salary @ 2,080 Hours

<table>
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<tr>
<th>Effective Date</th>
<th>Step 1</th>
<th>Step 2</th>
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<th>Step 6</th>
<th>Step 7</th>
<th>Step 8</th>
<th>Step 9</th>
<th>Step 10</th>
<th>Step 11</th>
<th>Step 12</th>
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</thead>
<tbody>
<tr>
<td>Salary @ 2,080 Hours</td>
<td>$50,814.00</td>
<td>$53,732.00</td>
<td>$56,670.00</td>
<td>$59,610.00</td>
<td>$62,560.00</td>
<td>$65,520.00</td>
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<td>$74,460.00</td>
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<tr>
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<td>$24.43</td>
<td>$25.67</td>
<td>$26.96</td>
<td>$28.33</td>
<td>$30.71</td>
<td>$33.19</td>
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<td>$41.05</td>
<td>$43.70</td>
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</table>

### Officer II

Table: Salary @ 2,080 Hours

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Step 1</th>
<th>Step 2</th>
<th>Step 3</th>
<th>Step 4</th>
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<th>Step 6</th>
<th>Step 7</th>
<th>Step 8</th>
<th>Step 9</th>
<th>Step 10</th>
<th>Step 11</th>
<th>Step 12</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salary @ 2,080 Hours</td>
<td>$40,040.00</td>
<td>$43,932.00</td>
<td>$47,924.00</td>
<td>$51,916.00</td>
<td>$55,908.00</td>
<td>$59,900.00</td>
<td>$63,892.00</td>
<td>$67,884.00</td>
<td>$71,876.00</td>
<td>$75,868.00</td>
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</tr>
<tr>
<td>Hour Rate</td>
<td>$19.25</td>
<td>$20.16</td>
<td>$21.10</td>
<td>$22.07</td>
<td>$23.08</td>
<td>$24.08</td>
<td>$25.10</td>
<td>$26.11</td>
<td>$27.12</td>
<td>$28.13</td>
<td>$29.14</td>
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</tbody>
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### Animal Control

Table: Salary @ 2,080 Hours

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Step 1</th>
<th>Step 2</th>
<th>Step 3</th>
<th>Step 4</th>
<th>Step 5</th>
<th>Step 6</th>
<th>Step 7</th>
<th>Step 8</th>
<th>Step 9</th>
<th>Step 10</th>
<th>Step 11</th>
<th>Step 12</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salary @ 2,080 Hours</td>
<td>$42,076.00</td>
<td>$45,064.00</td>
<td>$48,052.00</td>
<td>$51,040.00</td>
<td>$54,028.00</td>
<td>$57,016.00</td>
<td>$60,004.00</td>
<td>$63,000.00</td>
<td>$66,000.00</td>
<td>$69,000.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hour Rate</td>
<td>$20.20</td>
<td>$21.19</td>
<td>$22.18</td>
<td>$23.18</td>
<td>$24.18</td>
<td>$25.20</td>
<td>$26.01</td>
<td>$27.00</td>
<td>$28.00</td>
<td>$29.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Formatted: Centered

Effective Date: July 1, 2015
03/29/2018

To: Mayor, City Council
From: Chief Jeff Knudtson
Re: Departmental Updates for Mar 2018

Mayor, City Council:

Attached is the fire reports and the active Building Permits through Mar 2018.

At the Bowmark Mall they have the Box Store in full operation and the Dollar Store is getting ready to move in. They are just finishing up on the big building with just a few things to complete and then the building will be ready for any occupancy or business that wants to go in.

Peppermill is moving right along on the West Entrance. All of the building looks great.

The painters from the Peppermill job are now working on preparing the Fire Station for new paint. Peppermill has donated the Painters and paint to give our Fire Station a new look.

We have run into another problem with Engine 1312. A valve assembly on the main pump has rusted through from the inside. We are waiting for the repair company to get out here to fix it, the truck is still in operation but needs to be fixed soon.

If you have any questions or concerns please feel free to contact me at your convenience.

Thanks:

Chief Jeff Knudtson
Breakdown by Major Incident Types for Date Range
Zone(s): All Zones | Start Date: 01/01/2018 | End Date: 12/31/2018

<table>
<thead>
<tr>
<th>MAJOR INCIDENT TYPE</th>
<th># INCIDENTS</th>
<th>% of TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fires</td>
<td>4</td>
<td>2.26%</td>
</tr>
<tr>
<td>Rescue &amp; Emergency Medical Service</td>
<td>98</td>
<td>55.37%</td>
</tr>
<tr>
<td>Hazardous Condition (No Fire)</td>
<td>2</td>
<td>1.13%</td>
</tr>
<tr>
<td>Service Call</td>
<td>29</td>
<td>16.38%</td>
</tr>
<tr>
<td>Good Intent Call</td>
<td>16</td>
<td>9.04%</td>
</tr>
<tr>
<td>False Alarm &amp; False Call</td>
<td>9</td>
<td>5.08%</td>
</tr>
<tr>
<td>Special Incident Type</td>
<td>19</td>
<td>10.73%</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>177</strong></td>
<td><strong>100.00%</strong></td>
</tr>
</tbody>
</table>

Only REVIEWED incidents included. Summary results for a major incident type are not displayed if the count is zero.
<table>
<thead>
<tr>
<th>INCIDENT TYPE</th>
<th># INCIDENTS</th>
<th>% of TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>131 - Passenger vehicle fire</td>
<td>2</td>
<td>1.13%</td>
</tr>
<tr>
<td>142 - Brush or brush-and-grass mixture fire</td>
<td>1</td>
<td>0.56%</td>
</tr>
<tr>
<td>162 - Outside equipment fire</td>
<td>1</td>
<td>0.56%</td>
</tr>
<tr>
<td>311 - Medical assist, assist EMS crew</td>
<td>96</td>
<td>54.24%</td>
</tr>
<tr>
<td>322 - Motor vehicle accident with injuries</td>
<td>2</td>
<td>1.13%</td>
</tr>
<tr>
<td>411 - Gasoline or other flammable liquid spill</td>
<td>1</td>
<td>0.56%</td>
</tr>
<tr>
<td>424 - Carbon monoxide incident</td>
<td>1</td>
<td>0.56%</td>
</tr>
<tr>
<td>500 - Service Call, other</td>
<td>20</td>
<td>11.30%</td>
</tr>
<tr>
<td>551 - Assist police or other governmental agency</td>
<td>4</td>
<td>2.26%</td>
</tr>
<tr>
<td>553 - Public service</td>
<td>3</td>
<td>1.69%</td>
</tr>
<tr>
<td>554 - Assist invalid</td>
<td>1</td>
<td>0.56%</td>
</tr>
<tr>
<td>571 - Cover assignment, standby, moveup</td>
<td>1</td>
<td>0.56%</td>
</tr>
<tr>
<td>600 - Good intent call, other</td>
<td>1</td>
<td>0.56%</td>
</tr>
<tr>
<td>611 - Dispatched &amp; cancelled en route</td>
<td>11</td>
<td>6.21%</td>
</tr>
<tr>
<td>622 - No incident found on arrival at dispatch address</td>
<td>2</td>
<td>1.13%</td>
</tr>
<tr>
<td>650 - Steam, other gas mistaken for smoke, other</td>
<td>1</td>
<td>0.56%</td>
</tr>
<tr>
<td>651 - Smoke scare, odor of smoke</td>
<td>1</td>
<td>0.56%</td>
</tr>
<tr>
<td>700 - False alarm or false call, other</td>
<td>2</td>
<td>1.13%</td>
</tr>
<tr>
<td>713 - Telephone, malicious false alarm</td>
<td>1</td>
<td>0.56%</td>
</tr>
<tr>
<td>733 - Smoke detector activation due to malfunction</td>
<td>4</td>
<td>2.26%</td>
</tr>
<tr>
<td>743 - Smoke detector activation, no fire - unintentional</td>
<td>2</td>
<td>1.13%</td>
</tr>
<tr>
<td>900 - Special type of incident, other</td>
<td>19</td>
<td>10.73%</td>
</tr>
</tbody>
</table>

**TOTAL INCIDENTS:** 177  100.00%

Only REVIEWED incidents included. Summary results for a major incident type are not displayed if the count is zero.
<table>
<thead>
<tr>
<th>Permit No</th>
<th>Date</th>
<th>Name</th>
<th>Address</th>
<th>Permit Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>1629</td>
<td>04/22/02</td>
<td>Juan Jose Botello</td>
<td>705 Apache Street</td>
<td>New Home</td>
</tr>
<tr>
<td>2288</td>
<td>10/01/13</td>
<td>Luciano Haro</td>
<td>1971 Canyon</td>
<td>Storage Space</td>
</tr>
<tr>
<td>2292</td>
<td>10/18/13</td>
<td>Erika Pacheco</td>
<td>1824 Humbolt</td>
<td>Garage to enclose</td>
</tr>
<tr>
<td>2315</td>
<td>06/17/14</td>
<td>Alfredo Seriano</td>
<td>682 Tibbetts</td>
<td>Living Rm Add</td>
</tr>
<tr>
<td>2383</td>
<td>10/08/15</td>
<td>Darren Anderson</td>
<td>2355 Sandia Cr</td>
<td>Metal open Porgola</td>
</tr>
<tr>
<td>2401</td>
<td>03/23/16</td>
<td>Mario Rivera</td>
<td>2038 Oquirrh</td>
<td>Porch</td>
</tr>
<tr>
<td>2409</td>
<td>04/27/16</td>
<td>Mario Barbosa</td>
<td>2038 Oquirrh</td>
<td>Porch cover</td>
</tr>
<tr>
<td>2413</td>
<td>05/05/16</td>
<td>Blair &amp; Robin Smith</td>
<td>2866 Fairway View Dr</td>
<td>Finish Basement</td>
</tr>
<tr>
<td>2414</td>
<td>05/17/16</td>
<td>Pablo Salas</td>
<td>976 Butte St</td>
<td>Open Porch</td>
</tr>
<tr>
<td>2416</td>
<td>05/23/16</td>
<td>Jim Perkins</td>
<td>875 Parkway</td>
<td>Storage Shed</td>
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<td>2417</td>
<td>05/23/16</td>
<td>Maria Ruiz</td>
<td>1328 Lilac Cr</td>
<td>Storage Shed</td>
</tr>
<tr>
<td>2418</td>
<td>05/24/16</td>
<td>Francisco Mag &amp; Hanes</td>
<td>915 Alpine St</td>
<td>Covered Porch</td>
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To: Chris Melville, City Manager
From: Burdel Welsh, Chief of Police
Date: March 28, 2018—AMENDED April 03, 2018 to add STATS
Re: Monthly Report to City Council for April 03, 2018

NEW LOOK TO REPORT
I am trying a new format of providing greater detail on operations. Let me know what you prefer.

PERSONNEL
Isabelle Carrillo resigned her position as a dispatcher-in-training on March 23, 2018. We are seeking new dispatcher applicants. Sgt Jason Abrams resigned on March 26 to take a position with the Elko County Sheriff’s Department. We are seeking a police officer candidate. Antonio Escareno continues in field training for police officer. We have one police officer on light duty. This makes us short three police officers and one dispatcher on the schedule.

POLICE OFFICERS LUNCH WITH HIGH SCHOOL STUDENTS
On March 7, 2018 police officers and other public officials lunched with students at the West Wendover High School to improve communications between public officials and high school students.

HEAD START EVENT AT ANNA SMITH ELEMENTARY SCHOOL
Administrative Assistant Toni Corona, Sgt. Catherine Petro, and K9 Officer Alejandro Sanchez and Vego attended a HEAD START event at Anna Smith Elementary School in Wendover, UT.

NV ATTORNEY GENERAL OPIOID WORKING GROUP
I attended the Attorney General’s Opioid Working Group meeting in Carson City on March 8, 2018. The group is working to address the opioid addiction epidemic in Nevada. See attached information. Travel & Per Diem will be reimbursed by the PACE Coalition http://www.pacecoalition.org/index.html.
AUTISM AWARENESS TRAINING
West Wendover Police hosted Autism Awareness training for dispatchers, law enforcement, and first responders in the city council chambers on March 10, 2018. The 3 ½ hour class was presented by the Justin Hope Foundation from Reno, NV. [http://justinhope.org/award.cfm](http://justinhope.org/award.cfm). The instructor was from Henderson Police Department and was sponsored by the Justin Hope Foundation, presenting a NV POST certified training course.

NV ATTORNEY GENERAL LAW ENFORCEMENT SUMMIT ON SCHOOL SHOOTING
I attended the Attorney General’s Law Enforcement Summit on school shooting in Las Vegas on March 14, 2018. The meeting dealt with issues and challenges surrounding preventing school shootings. See attached information.

SGT ABRAMS ATTENDS DRUG RECOGNITION EXPERT (DRE) INSTRUCTOR SCHOOL
Beginning March 13, 2018, Sgt. Abrams attended a 32-hour DRE Instructor training school in Las Vegas. The course was free and travel & per diem were funded by the PACE Coalition [http://www.pacecoalition.org/index.html](http://www.pacecoalition.org/index.html).

WENDOVER EMERGENCY PLANNING COMMITTEE (WEPC)
The WEPC met on March 13, 2018 to discuss emergency planning and the upcoming active shooter exercise. Staff attended.

SGT PETRO ATTENDS OC RECERTIFICATION
On March 14, 2018, Sgt. Petro attended recertification training for OC (Pepper) Spray Instructor in Las Vegas.

SUPERVISORS ATTEND A “SUPERVISING PATROL CRITICAL INCIDENTS” TRAINING IN ELKO
On March 14 & 15, 2018 Sergeants Connin & Hillaker and Lieutenant Lininger attended a 16-hour training course on SUPERVISING PATROL CRITICAL INCIDENTS.

Course Flyer:
The Elko Police Department is sponsoring a 16-hour training course on “Supervising Patrol Critical Incidents.” National Tactical Officers Association (NTOA) will be conducting the training. The course is designed to provide patrol supervisors with the information and tools needed to manage a critical incident prior to the arrival of SWAT. Legal issues, scene management and small team tactics can give the patrol supervisor tools needed to manage a critical incident scene as well as respond to unfolding events prior to the arrival of SWAT.

***THIS IS A CLASS DESIGNED FOR SUPERVISORS AND COMMANDERS WITH NO OR LITTLE TACTICAL EXPERIENCE. THIS IS NOT A SWAT COURSE.***

BIKERS AGAINST CHILD ABUSE (BACA)
On March 16, 2018, Sgt. Petro, Lt. Lininger, and I met with representatives of BACA to discuss their efforts to combat child abuse and the services they offer to our community. [http://bacaworld.org/](http://bacaworld.org/)

CPR-FIRST AID-NALOXONE TRAINING
On March 17, 2018 I attended a four-hour CPR-First Aid-Naloxone Training make-up session at the Wendover Ambulance Training Room. Also attending: Officers Sanchez, Pantelakis, Turner, and Lieutenant Lininger.

On March 21, 2018, we received a link to online Naloxone training presented by the NV Attorney General's Office. You can view the training at: [https://vimeo.com/255645478](https://vimeo.com/255645478). We are requiring all police officers to complete the 50-minute training. I completed the training on March 26, 2018.

VEHICLE LOAN
On March 19-20, 2018, the police department loaned an unmarked vehicle to the court for Judge Boatman for travel to Carson City, where he instructed at the Nevada Police Officer Training Academy.
POOL/PACT ACTIVE SHOOTER AWARENESS
On March 19, 2018, Lt. Lininger attended POOL/PACT Active Shooter Awareness training in Carson City. Lodging & Per Diem will be reimbursed by POOL/PACT. Lt. Lininger’s purpose is to meet the POOL/PACT staff, evaluate the training, and make arrangements to bring the training to West Wendover for all first responders, school staff, and the community. [https://poolpact.com/Default.asp](https://poolpact.com/Default.asp)

*Course Flyer:*
POOL/PACT is pleased to announce a unique opportunity to receive Active Shooter Awareness training by an instructor with international real-world experience and perspective.

The objectives of this training include:

- Prevent and Prepare: Understanding incidents types, situational awareness
- Understanding types of incident and physical environments - e.g. outdoor space, hotel room, crowded places, schools
- Lessons learned from recent incidents - useful preventative actions to consider
- Group exercises (practical and discussions)
- Practical considerations for employers
- Law enforcement response

LONG CANYON MINE UPDATE
On March 21, Lt. Lininger and I attended the Long Canyon Mine Update held at the John T Brinkman Service Club, Wendover Historic Airfield, Wendover, UT from 1100 to 1300 hours.

BUDGET MEETING
On March 21, 2018, Toni Corona, Lt. Lininger and I attended a budget planning session with Chris Melville and Michelle Giovo.

PRISONER TRANSPORT VAN
Many hours have been spent researching the issues of obtaining an affordable prisoner transport van with all-wheel drive (AWD). All wheel drive is necessary for winter weather transports, especially through the passes, and for complying with chain laws. Choices for AWD are limited and expensive. I am researching alternatives.

SGT CONNIN ATTENDS READ-RECOGNIZE-RESPOND TRAINING
On March 23, 2018, Sgt. Connin attended training on “de-escalation” in Las Vegas. The NV POST approved training was entitled READ-RECOGNIZE-RESPOND. Course topics include:

- Beyond Words
- Solutions for De-Escalation
- Detecting Deception
- Verbal & Non-Verbal Cues: Did You See Them?
- Treating People with Dignity & Respect: It's a Must
- Recognizing Pre-Attack Indicators: The Visual Edge
- The Professional Mindset: Professionalism During All Encounters
- Understanding the Pros & Cons of Stress Response
- The Benefits of Command Presence

BALLISTIC SHIELD GRANT
On March 23, 2018, I obtained the final signatures and completed two hours of online training required for the ballistic shield grant. The training was from the Office of Justice Programs, Office for Civil Rights—Training for Grantees. The training is available to you at: [https://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm](https://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm). Grant paperwork is under review by state authorities for approval, or more paperwork.

DISTRICT ATTORNEY MEETING REGARDING EVIDENCE.COM
On March 26, 2018 I met with District Attorney Tyler Ingram and staff regarding moving the District Attorney to Evidence.com, our evidence system for body worn video and photos. Moving to this system will save West Wendover Police officers and staff many hours of downloading videos to disc and mailing them. We are also working to get the city prosecutor on this system.

Police Chief’s Monthly Report Page 3 of 4
HALF MARATHON MEETING
On March 27, 2017 Lt. Lininger and I attended a meeting at city hall to discuss the possibility of having a half marathon at a future date in West Wendover.

OFF HIGHWAY VEHICLE GRANT (OHV)
All approvals for the NV OHV grant have been received. I am working on the specifications for the price quotes for purchase of a 4-6 passenger side-by-side and an enclosed transport/storage trailer.

TRANSFER OF POLICE K9 JEZZIE TO ELKO COUNTY SHERIFF
With the resignation of K9 handler Jason Abrams and his move to the Elko County Sheriff’s Office, Sheriff Jim Pitts requested the transfer of Jezzie to his department, so they could keep the handler and K9 together, working the Jackpot area. Jezzie was purchased by the Elko County Narcotics Unit (ECNU) and Elko County Sheriff (ECSO) is a member of ECNU. Sheriff Pitts says he will work with ECNU to obtain funding for our replacement dog. ECSO was previously offered a K9 from ECNU and he believes the offer is still available and he would transfer the new dog to us.

We also have a fallback plan for a donated dog from Oquirrh Kennels. This will give us the opportunity to obtain a younger dog with a longer service life and avoid the potential failure of trying to bond Jezzie with a new handler. A new handler has not been chosen. Elko Sheriff took custody of Jezzie on Wednesday, March 28, 2017.

STATISTICS

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ATTORNEY GENERAL LAXALT ISSUES STATEMENT FOLLOWING SPECIAL LAW ENFORCEMENT SUMMIT ON SCHOOL SAFETY

March 14, 2018

Carson City, NV – Today, Nevada Attorney General Adam Paul Laxalt issued the following statement following his Special Law Enforcement Summit on School Safety. The purpose of the Summit was to examine Nevada’s laws, protocols and security measures for ensuring school safety and responding to violent threats as they unfold.

“Ensuring that our children are safe in school is one of the most important responsibilities of our communities. By working together and creating a forum to share thoughts and experiences, we can help prevent crises and respond effectively to disasters as they unfold. I’m encouraged by the overwhelming response from our law enforcement, educators and administrators who contributed to an important discussion that I hope will result in recommendations that can be implemented statewide. I am encouraged by the progress of our collaboration, and look forward to working together to make Nevada’s communities a safer place.”

The Summit brought together members of law enforcement, educators, school administrators and security experts to discuss existing gaps and changes that can be implemented to ensure the safety of Nevada’s schools. Major topics of discussion included:

- What active shooter response plans currently exist in Nevada’s schools and how they can be updated to optimize school safety measures.
- What training methods and security measures can be implemented to make Nevada’s schools safer.
- How predictive analytics can be used to prevent threats to Nevada’s schools and an assessment of whether Nevada’s schools have enough existing hardening measures in place.
- How law enforcement can leverage background check systems to prevent future threats to our schools.
- How school staff and law enforcement can work together to share information and data in an effort to minimize potential threats to Nevada’s schools.

###
ATTORNEY GENERAL LAXALT FORMS STATEWIDE PARTNERSHIP TO FACILITATE EXCHANGE OF STATEWIDE INFORMATION ON NEVADA’S OPIOID CRISIS

March 8, 2018

Carson City, NV – Today, Nevada Attorney General Adam Paul Laxalt announced the formation of a Statewide Partnership on the Opioid Crisis. The Working Group's first meeting will take place today, and will include members from local and federal law enforcement, prosecutors, experts in the medical field, elected officials, and judicial and educational representatives. The primary function of the statewide partnership is to make recommendations to the Attorney General’s Office and Nevada’s Statewide Opioid Coordinator on best practices for data sharing to combat the opioid crisis. This remains a critical gap in Nevada’s response to the crisis.

With a group of interested stakeholders and selected experts from around the State, the Working Group is uniquely situated to understand how current opioid information is being exchanged, and work towards creating the best possible system of exchanging cross-agency information and real-time data. In October 2017, AG Laxalt appointed Terry Kems as Nevada’s first Statewide Opioid Coordinator. Kems, a retired Special Agent with the Federal Bureau of Investigation, has been working to bridge the gap between local law enforcement and state victims’ service providers to ensure a coordinated response to Nevada’s opioid crisis. Kems’ position is funded through a federal grant from Nevada’s Department of Health and Human Services, which has specifically requested that the Attorney General’s Office and the Statewide Opioid Coordinator create the Statewide Partnership.

Topics and presentations for the first Working Group meeting include: current drug trends in the State, information on Nevada’s Prescription Monitoring Drug Program, educational programs available for students and Nevada’s youth, sharing information between government agencies, overdose map systems, and information exchanges between first responders, law enforcement and public health agencies.

"I commend Governor Sandoval for his leadership on this issue, and agree with his agencies that the sharing of information and statistics between healthcare providers and law enforcement will prevent opioid overdoses and save lives," said Laxalt. "I believe in an all-of-the-above approach to the opioid crisis, and look forward to statewide communication and collaboration on this issue."

The following are members of the Statewide Partnership on the Opioid Crisis Working Group:

Linda Aguire, Specially Courts Coordinator for the Nevada Supreme Court
Linda Anderson, Chief Deputy Attorney General for the Office of the Nevada Attorney General
Patrick Brodsky, Assistant Special Agent in Charge for the Las Vegas FBI
Marissa Brown, Clinical Director for the Nevada Hospital Association
Daniel Burkhed, Pain Management Physician and Medical Director for Innovative Pain Care Center
Patty Cafferata, Special Assistant Attorney General for the Office of the Nevada Attorney General
Steve Canavero, Superintendent for the Department of Education
Keith Carter, Director of High Intensity Drug Trafficking Area for the Las Vegas Metropolitan Police Department
Pat Conmay, Chief of Investigations for the Nevada Department of Public Safety
Bob Crowell, Mayor of Carson City
Kevin Dick, District Health Officer for Washoe County
Rebecca Druckman, Deputy District Attorney for Washoe County
James Dzurenda, Director for the Nevada Department of Corrections
Bret Frey, Physician and President of Western Provider Services
John Fudenberg, Coroner for the Clark County Office of the Coroner-Medical Examiner
Carolyn Goodman, Mayor of the City of Las Vegas  
Heidi Gustafson, Advocacy Development for the Foundation for Recovery  
Joseph Iser, Chief Health Officer for Southern Nevada Health District  
Mark Jackson, District Attorney for Douglas County  
Kitty Jung, Commissioner for the Washoe County District Board of Health  
Terry Kerns, Substance Abuse Law Enforcement Coordinator for the Office of the Nevada Attorney General  
Laura Knight, Chief Medical Examiner and Coroner for Washoe County  
Stacie Mathewson, member of the public  
Kyra Morgan, Chief Biostatistician for the Nevada Department of Health and Human Services  
Daniel Neill, Special Agent in Charge for the Drug Enforcement Administration  
Christine Payson, Project Coordinator of High Intensity Drug Trafficking Areas for the Las Vegas Metropolitan Police Department  
Adam Porath, Ambulatory Pharmacy Manager for Renown Health  
Ben Reed, Chief of the Elko County Police Department  
Ken Riddle, Executive Director for the Nevada Fire Chiefs Association  
Jeff Segal, Bureau Chief for the Office of the Nevada Attorney General  
Steve Shell, CEO of Behavioral Care Hospital  
Anthony Slonim, President and CEO of Renown Health  
Tina Talim, Chief Deputy District Attorney for Clark County  
Robert Talley, Executive Director for the Nevada Dental Association  
Mason Van Houweling, CEO of the University Medical Center  
Stephanie Woodard, Senior Advisor on Behavioral Health for the Nevada Department of Health and Human Services  
Jim Wright, Director of the Nevada Department of Public Safety  
Dave Wuest, Deputy Executive Secretary for the Board of Pharmacy  
Mike Wurm, Executive Director for the Boys and Girls Club of Truckee Meadows  
Cyndi and Edward Yenick, members of the public and co-founders of the Bub Hugs Foundation

AG Laxalt has been actively working to combat the opioid epidemic since his inauguration, and continues to chair Nevada's Substance Abuse Working Group. AG Laxalt's Office has actively worked to combat the opioid crisis in a number of ways, including the creation of statewide initiatives and programs, and participation in a national opioid investigation.

In June 2017, AG Laxalt announced an ongoing bipartisan investigation with a majority of attorneys general to evaluate whether manufacturers have engaged in unlawful practices in the marketing and sale of opioids. The attorneys general are investigating what role the opioid manufacturers may have played in creating or prolonging this epidemic. In September 2017, AG Laxalt and other attorneys general issued subpoenas to pharmaceutical manufacturers and distributors related to the ongoing investigation.

In October of 2017, Nevada’s Interim Finance Committee unanimously approved AG Laxalt’s "Prescription for Addiction" opioid initiative to combat the use, abuse and misuse of prescription drugs in Nevada. The opioid initiative incorporates key elements addressed and recommended in Governor Sandoval’s Prescription Drug Abuse Prevention Plan, and by the Center for Disease Control, National Governor’s Association, as well as experts, as paramount to success in ending the opioid epidemic. The five points address priority areas including:

- Provide one full-time dedicated criminal investigator to be assigned to the Federal Bureau of Investigation’s new opioid task force created in response to Nevada’s opioid epidemic.
- Purchase and install five drug disposal incinerators to be placed strategically in secure law enforcement locations throughout the State to incinerate prescription and illicit drugs seized or received through a take-back program.
- Grant approximately $500,000 to after-school prevention and education programs concerning drug and opioid abuse.
- Allocate $250,000 to the Department of Health and Human Services to purchase Naloxone/Narcan for local law enforcement agencies and first responders to be used to reverse the effects of opioid overdoses. This medication is needed to prevent opioid overdoses and save lives.
Allocate approximately $675,000 to the Department of Health and Human Services to strengthen the efforts of statewide partners currently working on prevention and education efforts related to opioid addiction.

In 2016, Governor Sandoval convened a Prescription Drug Abuse Prevention Summit to combat Nevada’s prescription drug abuse epidemic. The Summit culminated in a summary of findings and recommendations that outlined a holistic approach to addressing Nevada’s opioid epidemic. AG Laxalt’s “Prescription for Addiction” initiative incorporated key elements of Governor Sandoval’s recommendations, among others.

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Page Last Updated: 3/8/2018

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Memo

To: Mayor and Council
From: Anna Bartlome
Date: April 3, 2018
Re: Council Update

Elections – During the period of March 5, 2018 through March 16, 2018 there was a total of five candidates that signed up for the three Council Member seats. The three seats are all a 4-year term.

The list of candidates are as follows:
- Jeff R. Durham
- Kathy Durham
- Ismael “Izzy” Gutierrez
- John B. Hanson
- Jasie Holm

Voter Registration – Voter registration can be done at any time not just during election season. If you know anyone who would like to register to vote they may register at the following locations: in person with me, at the Elko County Clerks Office or online at https://nvsos.gov/sosvoterservices/Registration/step0.aspx.

Marriage License – Over the last month we have issued 6 marriage licenses bringing the total to 17.

New Businesses – New businesses in March are as follows:

1. Allied Electric Sign & Awning Co.

If you have any questions please let me know.
To: Mayor and Council  
From: Michelle Giovo  
Date: 3/29/2018  
Re: March 2018 Monthly Report

State Tax Receipts: Consolidated Tax for January followed our recent positive trend, with a good increase over prior year and managing to keep close to our budget year-to-date. Our first seven months show an increase over prior year and budget. Fiscal YTD 2018 is now $58,303 / 3.93% more than Fiscal YTD 2017 and $23,519 / 1.58% more than budget. This first graph below shows the annual revenue by year, trending FY2018.

This next graph shows the trend of consolidated tax for January of each fiscal year for the last 12 years. FY2018 January is $9,700 over prior year and $5,331 over budget. The current State report is not yet available. I’ll try to have it for you at council meeting if it is ready.
County Tax Receipts: Year to Year comparison looks pretty good for Property Taxes. We are currently $43,841 over prior year. Next month should be a final large receipt of revenues from quarterly payments.

Receipts for 3rd quarter County Gaming Licenses came through and we are now $25,920 over prior year. It seems more machines and/or tables have been licensed the last few quarters and I have used that estimate in my budget forecast.

Motor Fuel Tax: Motor Fuel Tax is starting with a decline from last year. FY2018 (YTD thru January) is $2,307 / 3.95% decrease from FY2017. These revenues are completely related to population statistics. The decline in population the last few years from the demographers estimates explains these drops. Also, the next budget year will also decrease from the recent estimate as well.

Budgets/Financial Audit: Please remember we have scheduled April 4th and 5th (Wednesday and Thursday of April’s Council meeting week) for Budget Workshop meetings. A budget packet was distributed Thursday morning for your review. I’ll prepare a few comparison worksheets to assist with the review during the workshop meetings. Please let me know if you have any questions.

County financial updates: The payment for our annual request of funds from room tax for the Welcome Center was approved at the last Elko County Recreation Board meeting.

Local Government Groups: I have no current news from this group.

Personnel/Office updates: Again, thank you for the opportunity to serve as the CFO for the last six years. The open CFO position has been posted, Chris would have more details. In conjunction with preparing the budget analyses for our workshop meetings, I’ve prepared the Tentative and Final Budget filing reports as well as the Indebtedness Report. These required State filings will need only to be updated with any current information or changes. At this point, June 30 is still my intended date of resignation.
West Wendover Public Works Department

Date; 3/30/18

To; Mayor and Council

Cc; City Manager Chris Melville

From; Bryce Kimber

Re; Council Update

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**Streets**

We have had the street sweeper out a little bit this month, mainly to work on the areas that were crack sealed, but also to start cleaning up the sand residue from this winter. Hopefully we are not premature to this effort. This year crack sealing project is complete, we ended up being able to do a short portion of Old Florence Way, Alpine from Old Florence Way to Pueblo Blvd, and all of Mesa St. We did have to do a little sanding and snow removal this month. We installed 5 no parking bike lane signs on the south side of Florence Way from Camper Drive to Wendover Blvd. We had what appears to be a semi run over a fire hydrant and street light pole at the east driveway to the swimming pool. The Public Works crew has repaired the fire hydrant, and WREC will be replacing the street light sometime the first week of April, unfortunately no one seen what happened. We had to repair a decorative street light on Red Garter St. the photocell had failed and it stayed on all the time. The Public Works crew did some work on cleaning storm drains.

**Public Works**

The crew spent some time this month clearing weeds on the north and south side of Wendover Blvd by Wendover Will, some of Gene L Jones Way and also the west side of Red Garter St, mainly around city owned property. The court’s community service did a cleanup around the clinic area, it was about a pickup and a half load of weeds and trash. We also had to do some repairs on 3 different occasions to the toilets at the clinic. We had 3 of the Public Works service trucks to Grease Monkey for service this month.
Water

As I informed you at the last council meeting, we had 3 employees and myself at the NvRWA conference in Reno this month. Two of the employees tested for their Water Distribution 1 Certificate, we have not received the results as of this time. We had to replace a meter setter at 42 Kelcee Street in Santiago Mobile Home Park. We assisted old Woods Trailer Park with a water leak, as in shutting it off, showing them where their lines were and then turning the water back on for them. We have a water leak out on the Johnson Springs transmission line, that I will give you an update on at the meeting.

Reuse/Sewer

Raul’s crew did the 6 month membrane cleaning this month, and installed one new membrane section, all other membranes looked well. As I informed you about the fine screen last month, Russell Welding came and installed the screen, it is now back in service and working well. We had to have Cate Industrial come and do some repairs to one of the air compressors that operate the membrane filter system. Raul’s crew had to do some work on one of the grit pumps at the plant that had failed, the motor was replaced as well as a sprocket and impellers, it is now back in service. The plant has started sending reclaim water to the golf course.

The crew had to do some maintenance work on the sewer manholes and main line from Montego Bay west, and also some manholes in and around the residential areas, mainly just inspecting manholes and jetting.

Garbage/Landfill

We have had one of the hooklift trucks in Wells at Roadway Repair getting brake repairs and after cooler repairs. Garbage has been busy again this month with extra 30 yard cans out, but we have seen a slowdown in the mattresses. We replaced all the hydraulic filters and fluids on the frontload truck.

I guess in turn, when garbage is busy, the landfill is busier. Gordon does a good job in keeping up with it. We have had the Public Works crew, two different times, out there this month cleaning up windblown litter, we are hoping to have the honor camp crew out the first part of the month.

Bryce Kimber Jr.
City of West Wendover
PW Director
Fourth of July Committee. This year it is West Wendover's turn to host the Fourth of July event/activities. In April we will have the first meeting to begin preparation and setting the theme. If you are interested in participating we would welcome your attendance, I'll put out an Email when the date/time is set.

Deep Roots Medical LLC - Medical Marijuana Dispensary License. I have now completed a review of the license application for Deep Roots Medical LLC's Medical Marijuana Dispensary. The additional items needed to complete the process have been provided in a letter sent to CEO Keith Capurro on February 28th. Mr. Capurro communicated with me on March 19th indicating he had two additional individuals to add to the company background checks and would be providing me that information and the related fee. As of yet I have not received any of the documents or payment to proceed.

State of Nevada Applications Medical Marijuana Cultivation and Production Facilities. Nothing new to report on this, anticipating hearing something later in April on the State's decision and ranking.

Wendover Christian Fellowship Church. Waiting for Code Review Services to complete the review of the new information submitted by the Church's architect.

Bomarc Station Phase 2 and Other. The Shipping Store is now open and the Buckshot Dollar Store is nearing completion for opening. Plans for the Rocket Dry Cleaner have been submitted and are under review so I should have a permit ready and issued prior to the end of the month for those tenant improvements.

I met with Richard Spillman last week and he indicated to me that he is still reviewing options with regard to multi-family and single-family developments. He indicated as well that their contractor has completed licensing in Nevada which I have confirmed through the Nevada Contractors Board. The company is Silver Zone Construction and was licensed March 7th with a B-2 Residential and Small
Commercial contractor’s license. Currently as I understand it, they are working through costing of the projects they are considering.

Rainbow Casino/Hotel Exterior Remodel. Permit was issued for this exterior remodel project with work expected to begin once the remodel at the Peppermill is complete.

FHWA/NDOT ADA Transition Plan. Bryce Kimber and I met with Mr. Shaw from NDOT ADA Compliance. Under new requirements from FHWA and NDOT all of the Local Planning Agencies (which we are one) will be required to have in place an ADA Transition Plan. Though we have policies covering our compliance with Title II and Section 504 of the American with Disabilities Act as well as having current ADA designs as part of our Public Works Standards and Specifications, FHWA now wants a written Transition Plan in place for the LPA’s. So, over the next year Bryce and I will be completing this work which will cover the compliance requirements including the completion of an inventory of any ADA public facilities (by City) which may not meet current compliance standards. We don’t expect too many issues given the majority of facilities in West Wendover have been built since the mid 1980’s when ADA compliance was already a requirement.

Air Force Property Conveyance. The Mayor and I will be meeting with Congressman Amodei and his staff on April 2nd to discuss current status of this project.

HR Items:

- CFO Recruitment/Advertising is out. In addition to local advertising the job is being advertised for several weeks in the Reno Gazette, Salt Lake Tribune, Elko Daily Free Press and Jobs Available publication. Given Reno Gazette is also available in Las Vegas, I did not do advertising in the Las Vegas local papers as the pricing was quite a bit higher than the Reno Gazette which would have placed me well above the budget. As well, the job announcement has been sent out to various outlets for distribution including: NV League of Cities and directly to several regional municipalities, NACO, NPAIP (POOL/PACT), Hinton Burdk Auditors, online through the city website as well as some other contacts. Closing date is May 4th. End of April I’ll be setting up the Interview Panel.
- Preparations are under way to conduct a Sergeant’s exam for potential promotion from within the ranks of our Police Officers and as a result I have also initiated recruitment to fill what will be a vacant Police Officer slot.
- Recruitment is under way to fill a Dispatcher vacancy.
- I have scheduled Supervisor Training (Essential Management Skills) with NPAIP for 8 supervisors across Departments which will be conducted over several days in Elko this month. With completion of that training they will then be ready for the advanced course. A number of supervisors and Department Heads have already completed this training previously.
Memo

From: Anna Bartlome          To: 

Date: 04/03/2018

Re: Claims for April 3, 2018

See summary of claims attached to memo.
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Report Criteria:
- Detail report.
- Invoices with totals above $0 included.
- Paid and unpaid invoices included.