



Regular City Council Meeting

City Council Chambers - City Hall

10 E Mesquite Blvd.

TUESDAY, AUGUST 13, 2019 - 5:00 PM

Below is an agenda of all items scheduled to be considered. Unless otherwise stated, items may be taken out of the order presented on the agenda at the discretion of the Mayor and Council. Additionally, the Mayor and Council may combine two or more agenda items for consideration, and may remove an item from the agenda or delay discussion relating to an item on the agenda at any time. Public comment is limited to three minutes per person.

Ceremonial Matters

- INVOCATION
- PLEDGE OF ALLEGIANCE

Public Comments

During the Public Comment portion of the agenda, comments are to be limited to matters not appearing on the agenda or do not provide for specific public comment under another agenda item. . Public Comment will be provided on each agenda under each specific item of business. Any public comment shall be addressed to the Mayor, moderator, or chair of the public body and shall be direct so as to form a viewpoint of an issue. All public comments shall be limited to three (3) minutes, unless specifically extended upon request to the Mayor, moderator, or chair of the public body. Derogatory comments of non-public individuals or another public commenter shall not be permitted. The Mayor, moderator, or chair of the public body may limit the individual's comment period if proper decorum is not observed. Items raised under this portion of the agenda cannot be deliberated or acted upon until the notice provisions of the Nevada Open Meeting Law have been met. If you wish to speak at this time, please step up to the podium, and clearly state your name.

1. Public Comment
[Cover Sheet](#)

Consent Agenda

Items on the Consent Agenda may not require discussion. These items may be a single motion unless removed at the request of the Mayor, City Council, or City Manager.

2. Consideration for approval of the Tuesday, August 13, 2019 Regular City Council Meeting agenda; the July 9, 2019 Regular City Council Meeting minutes and the July 16, 2019 Technical Review Meeting minutes.

- Public Comment
- Discussion and Possible Action

[Cover Sheet](#)

[m07-09-19 RCC.docx](#)

[m7-16-19 TRM.docx](#)

3. Consideration of approval of:
 - a) Notification of Budget Transfers
 - b) Notification of Budget Amendments
 - c) Notification of Bills Paid
 - d) Purchase Orders

- Public Comment
- Discussion and Possible Action

[Cover Sheet](#)

[Check Register - City Council Agenda 07.04.19 to 07.21.19.pdf](#)

[Combined Budget Trsfrs & POs for Council.pdf](#)

Special Items

4. Presentation to all the local schools with the supplies collected from the public in concert with the July 9th Proclamation for the Back to School Supply Drive.

[Cover Sheet](#)

Resolutions & Proclamations

5. Proclamation - Women's Equality Day - August 26, 2019

- Public Comment
- Discussion and Possible Action

[Cover Sheet](#)

[PROCLAMATION - Women's Equality Day 8-26-19.docx](#)

6. Consideration of Resolution 995 finding that the sale of approximately 0.51 acres of city-owned property located at 225 Jody Court is in the best interest of the City of Mesquite, authorizing the sale to Scott E. Webb for appraised value, and other matters properly related thereto.

-Public Hearing

-Discussion and Possible Action

[Cover Sheet](#)

[20190723 225 Jody CRT - Vacant Land Purchase Agreement.pdf](#)

[Appraisal for 225 Jody Court.pdf](#)

[Charter Sec 2 330 Sale of Property less than 25000 Square Feet.pdf](#)

[Location Map for 225 Jody Court.pdf](#)

[Resolution 995 - Land Sale 225 Jody Court \(1\).pdf](#)

7. Consideration of Resolution 990 establishing a special revenue fund for the stabilization of the operations for the City of Mesquite, further committing the funds within the City of Mesquite's special revenue fund known as Stabilization of Operations Fund for the City of Mesquite in accordance with Governmental Accounting Standard Board pronouncement number 54 and other matters properly relating thereto.

-Public Comment

-Discussion and Possible Action

[Cover Sheet](#)

[Resolution 990 - Establish Stabilization Fund.docx](#)

[NRS 354.6115.pdf](#)

8. Consideration of Resolution 991 establishing a special revenue fund known as Compensated Absence Fund for the City of Mesquite and other matters properly relating thereto.

-Public Comment

-Discussion and Possible Action

[Cover Sheet](#)

[Resolution 991 - Establishing Compensated Absence Fund.docx](#)

9. Consideration of Resolution 992 specifically committing revenue resources in accordance with the provisions of Statement Number 54 of Governmental Accounting Standard Board, fund balance reporting and governmental fund type for property taxes to remain until a similar board action is taken to change the commitment and other matters properly relating thereto.

-Public Comment

-Discussion and Possible Action

[Cover Sheet](#)

[Resolution 992 - Commitment of Specific Revenues.docx](#)

10. Consideration of Resolution 996 opposing Bureau of Land Management Oil and Gas Lease Sales in the region and other matters properly related thereto.

- Public Comment

- Discussion and Possible Action

[Cover Sheet](#)

[Resolution 996 - Opposition to Oil and Gas Lease Sale.pdf](#)

[Location Map for Parcel Group A.pdf](#)

[Location Map for Parcel Group B.pdf](#)

[Location Map for Parcel Group C.pdf](#)

[Map of Lease Parcel Hydrographic Basins.pdf](#)

[Virgin Valley Water District \(VVWD\) 2019 Oil and Gas Lease Comments 7 30 19.pdf](#)

Department Reports

11. Mayor's Comments and Reports

[Cover Sheet](#)

12. City Council and Staff Reports and Comments.

[Cover Sheet](#)

Administrative Items

13. Consideration of Variance Case No. V-19-002 (Triangle Townhomes) to reduce the required setback from I-15 from 50 feet (as required in MMC 9-8-2C-7a) to 25 feet, located at 755 and 751 West Old Mill Road, in the Multi-Family (MF-1) Zone.

-Public Hearing
-Discussion and Possible Action
[Cover Sheet](#)

[Memo TriangleTownHomes V-19-002.doc](#)

[V-19-002 App&Plans.pdf](#)

14. Consideration of approval of the 2019-2022 Non-Supervisor and M1 & M2 Supervisor Labor Agreement between the City of Mesquite and Teamsters Local Union No. 14 Bargaining Unit.

-Public Comment
-Discussion and Possible Action

[Cover Sheet](#)

[Ratification Summary of Changes Non-Supr 7-8-19.docx](#)

[Redline Version M1 & M2 CBA 7.29.19.docx](#)

[Redline Version Non-Supervisor CBA 7.29.19.docx](#)

[Clean Version M1 & M2 CBA 8.6.19.docx](#)

[Clean Version Non-Supervisor CBA 8.6.19.docx](#)

Public Comments

After all council business has concluded, the final Public Comment portion of the agenda shall be open to all viewpoint comments, including agenda items. Any public comment shall be addressed to the Mayor, moderator, or chair of the public body and shall be direct so as to form a viewpoint of an issue. All public comments shall be limited to three (3) minutes, unless specifically extended upon request to the Mayor, moderator, or chair of the public body. Derogatory comments of non-public individuals or another public commenter shall not be permitted. The Mayor, moderator, or chair of the public body may limit the individual's comment period if proper decorum is not observed. Items raised under this portion of the agenda cannot be deliberated or acted upon until the

notice provisions of the Nevada Open Meeting Law have been met. If you wish to speak at this time, please step up to the podium, and clearly state your name.

15. Public Comment
[Cover Sheet](#)

Adjournment

Adjournment
[Cover Sheet](#)

Note: Please be advised that the Standing Rules of the City Council are available for your information and posted in the bulletin board on the first floor of City Hall. The Standing Rules govern the conduct of City Council Meetings. These Standing Rules may be acted upon and utilized by the Mayor and City Council at any City Council Meeting.

To obtain any or all supporting materials for this Agenda, please contact the Clerk's Office at 702-346-5295.

Members of the public who are disabled and require special assistance or accommodation at the meeting are requested to notify the City Clerk's Office -City Hall in writing at 10 E. Mesquite Blvd., Mesquite, NV, 89027 or by calling 346-5295 twenty-four hours in advance of the meeting.

THIS NOTICE AND AGENDA HAS BEEN POSTED ON OR BEFORE 9:00 AM ON THE THIRD WORKING DAY BEFORE THE MEETING AT THE FOLLOWING LOCATIONS:

1. Mesquite City Hall, 10 E. Mesquite Blvd., Mesquite, Nevada
2. Mesquite Community & Senior Center, 102 W. Old Mill Road, Mesquite, Nevada
3. Mesquite Post Office, 510 W. Mesquite Blvd., Mesquite, Nevada
4. Mesquite Library, 121 W. First North, Mesquite, Nevada

The agenda is also available on the Internet at <http://www.mesquitenv.gov> and <http://nv.gov>

RULES OF PROCEDURE

1. Authority

1.1 NRS 266.240 provides that the Council may determine its own rules of procedure for meetings. The following set of rules shall be in effect upon their adoption by the Council and until such time as they are amended or new rules are adopted in the manner provided by these rules.

2. General Rules

2.1. *Public Meetings:* All meetings of the Council shall be open to the public, except those provided in NRS 241 and 288. The agenda and backup material shall be open to public inspection in the City Clerk's Office.

2.2 *Quorum:* A majority of the members of the Council shall constitute a quorum and be necessary for the transaction of business. If a quorum is not present, those in attendance will be named and they shall adjourn to a later time.

- 2.3 *Compelling Attendance:* The Council may adjourn from day to day to compel attendance of absent members.
- 2.4 *Minutes:* A written account of all proceedings of the Council shall be kept by the City Clerk and shall be entered into the official records of the Council.
- 2.5 *Right to Floor:* Any member desiring to speak shall be recognized by the chair, and shall confine his remarks to the item under consideration.
- 2.6 *City Manager:* The City Manager or his designee shall attend all meetings of the Council. The City Manager may make recommendations to the Council and shall have the right to take part in all discussions of the Council, but shall have no vote.
- 2.7. *City Attorney:* The City Attorney or Deputy City Attorney shall attend all meetings of the Council and shall, upon request, given an opinion, either written or verbal, on questions of the law.
- 2.8 *City Clerk:* The City Clerk or Deputy City Clerk shall attend all meetings of the Council and shall keep the official minutes and perform such other duties as required by the Council.
- 2.9 *Officers and Staff:* Department heads of the City, when there is pertinent business from their departments on the Council agenda, shall attend such Council meetings upon request of the City Manager.
- 2.10 *Rules of Order:* “Roberts Rules of Order Newly Revised” 10th Edition shall govern the proceedings of the Council in all cases, provided they are not in conflict with these rules.

3. Types of Meetings

- 3.1 *Regular Meeting:* The Council shall meet in the Council Chambers for all regular meetings. Regular Council meetings will be held on the second and fourth Tuesday of each month. If the second or fourth Tuesday falls on or near a holiday or falls on any day wherein it is determined a quorum may not be available, the Council may provide for another meeting time.
- 3.2 *Special Meetings:* Special meetings may be called by the Mayor or by a majority of the City Council. The call for a special meeting shall be filed with the City Clerk in written form, except that an announcement of a special meeting during any regular meeting at which all members are present shall be sufficient notice of such special meeting. The call for a special meeting shall specify the day, the hour, and the location of the special meeting and shall list the subject or subjects to be considered.
- 3.3 *Adjourned Meeting:* Any meeting of the Council may be adjourned to a later date and time, provided that no adjournment shall be for a longer period than until the next regular meeting.
- 3.4 *Workshop and Study Sessions:* The Council may meet in workshops or study sessions to review upcoming projects, receive progress reports on current projects, or receive other similar information from the City Manager, provided that all discussions thereon shall be informal and open to the public.
- 3.5 *Executive Sessions:* Closed meetings may be held in accordance with NRS 241 and 288.

4. Duties of Presiding Officer

- 4.1 *Presiding Officer:* The Mayor, if present, shall preside at all meetings of the Council. In the Mayor’s absence, the Mayor Pro Tem shall preside. In the absence of both the Mayor and Mayor Pro Tem, the Council members present shall elect a Presiding Officer.
- 4.2 *Preservation of Order:* The Presiding Officer shall preserve order and decorum; prevent attacks of a personal nature or the impugning of members’ motives, and confine members in debate to the question under discussion.

4.3 *Points of Order:* The Presiding Officer shall determine all points of order, subject to the right of any member to appeal to the Council. If any appeal is taken, the question shall be: "Shall the decision of the Presiding Officer be sustained?"

5. Order of Business and Agenda

5.1 *Agenda:* The order of business of each meeting shall be as contained in the agenda in accordance with NRS 241 prepared by the City Clerk and approved by the City Manager. The agenda shall be delivered to members of the Council at least three (3) working days preceding the meeting to which it pertains.

5.2 *Special Interest/Presentation Items:* Unless otherwise approved by the City Manager, and in order to provide for the effective administration of City Council business, a maximum of four (4) items of special interest or presentation shall be scheduled on one agenda. Special Interest/Presentation items must appear on the agenda and it is not appropriate for presentations to be made during the public comment portion of the meeting.

6. Creation of Committees, Boards and Commissions

6.1 *Resolution:* The Council may by resolution create committees, boards, and commission to assist in the operation of the City government with such duties as the Council may specify, which shall not be inconsistent with law.

6.2 *Membership and Selection:* Membership and selection of members shall be as provided by the Council if not specified by law. Any committee, board, or commission so created shall cease to exist upon the accomplishment of the special purpose for which it was created, as provided in the initial resolution, or when abolished by a majority vote of the Council. No committee, board or commission shall have powers other than advisory to the Council or to the City Manager, except as otherwise provided by law.

6.3 *Removal:* The Council may remove any member which they have appointed to any board, committee or commission by a vote of at least a majority of the Council. Such appointed members will be removed automatically if they fail consistently (three or more unexcused absences) to attend meetings.

7. Voting

7.1 All voting procedures shall be in accordance with Parliamentary Authority.

7.2 *Point of Order:* Any Council member may raise a Point of Order if s/he perceives a breach of the Council's procedural rules and insists on the enforcement of the rule by the Presiding Officer. A Point of Order take precedence over any main motion, is not debatable, is not amendable, but may be superseded by a motion to table the item over which the Point of Order was raised, and is ruled on immediately by the Presiding Officer.

7.3 *Point of Information:* This is a request by a Council member, directed to the Presiding Officer or appropriate individual for information relevant to the pending item. A Point of Information takes precedence over a main motion, is not debatable, is not amendable, is not superseded by other motions, and is ruled on for appropriateness by the Presiding Officer.

7.4 *Abstentions:* A member may abstain from voting for any reason s/he deems appropriate.

7.5 *Failure of Affirmative Motion:* The failure of a motion calling for affirmative action is not the equivalent of the passage of a motion calling for the opposite negative action. The failure of such affirmative motion constitutes no action.

7.6 *Failure of Negative Motion:* The failure of a motion calling for a negative action is not the equivalent of the passage of a motion calling for the opposite affirmative action. The failure of such a negative motion constitutes no action.

7.7 Lack of Passage of a Motion: In some instances (maps in particular, per NRS) lack of passage of a motion may result in the item being “deemed approved.” In other instances no action may result in confusion and complication for the applicant. In all cases the City Council will strive to achieve a decision or action.

8. Citizens’ Rights

8.1 *Addressing the City Council:* Any person desiring to address the Council by oral communication shall first secure the permission of the Presiding Officer.

8.2 *Time Limit:* Each person addressing the Council shall step to the microphone, shall give his/her name and residence address in an audible tone of voice for the record and, unless further time is granted by the Presiding Officer, shall limit the time of his/her comments to three (3) minutes.

8.3 *Public Comment Content:* The presiding officer or the majority of City Council may prohibit comment if the content of the comments is a topic that is not relevant to, or within the authority of, the public body, or if the content of the comments is willfully disruptive of the meeting by being irrelevant, repetitious, slanderous, offensive, inflammatory, irrational, or amounting to personal attacks or interfering with the rights of other speakers.

8.4 *Disruptive Conduct:* Any person who willfully disrupts a meeting to the extent that its orderly conduct is made impractical may be removed from the meeting by order of the Presiding Officer or majority of the City Council. A person willfully disrupts a meeting when s/he (1) uses physical violence, threatens the use of physical violence or provokes the use of physical violence, or (2) continues to use loud, boisterous, unruly, or provocative behavior after being asked to stop, which behavior is determined by the Presiding Officer or a majority of the City Council present to be disruptive to the orderly conduct of the meeting, or (3) fails to comply with any lawful decision or order of the Presiding Officer or of a majority of the City Council relating to the orderly conduct of the meeting.

8.5 *Written Communications:*

a. In General: Interested parties or their authorized representatives may address the Council by written communication in regard to any matter concerning the City’s business or over which the Council has control at any time by direct mail to Council members, email, or by addressing it to the City Clerk and copies will be distributed to the Council members.

b. At City Council Meetings: Except as provided in subsection c, written communications will not be read at City Council meetings, but will be attached to the item as part of the record, tallied, and reported by the City Clerk as generally in favor of or against the proposition.

c. Exceptions: A written communication to the City Council may be read by City staff at a City Council meeting when (1) the person making the written communication has asked it be read aloud, (2) the person is unavailable to be at the meeting due to emergency or illness, (3) the written communication can be read in an ordinary cadence within three minutes, and (4) the person’s name appears on the written communication and will be read into the record.

9. Suspension and Amendment of These Rules

9.1 *Suspension of these Rules:* Any provision of these rules not governed by law may be temporarily suspended by a majority vote of the City Council.

9.2 *Amendment of these Rules:* These rules may be amended, or new rules adopted, by a majority vote of all members of the City Council, provided that the proposed amendments or new rules have been introduced into the records at a prior City Council meeting.



City Council Meeting Agenda Item 1

Submitted by: Tracy Beck
Submitting Department: City Manager
Meeting Date: August 13, 2019

Subject:

Public Comment

Recommendation:

Petitioner:

Andy Barton, City Manager

Is this a budgeted item?

No

Fiscal Impact:

Background:

Attachments:

-



City Council Meeting Agenda Item 2

Submitted by: Tracy Beck
Submitting Department: City Clerk
Meeting Date: August 13, 2019

Subject:

Consideration for approval of the Tuesday, August 13, 2019 Regular City Council Meeting agenda; the July 9, 2019 Regular City Council Meeting minutes and the July 16, 2019 Technical Review Meeting minutes.

- Public Comment
- Discussion and Possible Action

Recommendation:

Approve the Tuesday, August 13, 2019 Regular City Council Meeting agenda; the July 9, 2019 Regular City Council Meeting minutes and the July 16, 2019 Technical Review Meeting minutes;

Petitioner:

Tracy E. Beck, City Clerk

Is this a budgeted item?

No

Fiscal Impact:

Background:

Attachments:

- [m07-09-19 RCC.docx](#)
- [m7-16-19 TRM.docx](#)



Mesquite Regular City Council Meeting
2nd Floor – Council Chambers
10 E. Mesquite Blvd.
Tuesday, July 9, 2019; 5:00 PM

Minutes of a scheduled meeting of the City Council held Tuesday, July 9, 2019 at 5:00 PM at City Hall. In attendance were Mayor Allan S. Litman, Council members Annie Black (via telephone), George Gault, Sandra Ramaker and Brian Wursten. Also in attendance were City Manager Andy Barton; City Attorney Robert Sweetin; Finance Director Dave Empey; Public Works Asst. Director Travis Anderson; Development Services Director Richard Secrist; City Clerk Tracy E. Beck, other city staff and approximately 60 citizens.

Mayor Litman called the meeting to order at 5:00 PM and excused Council member Rapson (Note: This meeting was recorded and will be retained in the City Clerk's Office for one year).

Below is an agenda of all items scheduled to be considered. Unless otherwise stated, items may be taken out of the order presented on the agenda at the discretion of the Mayor and Council. Additionally, the Mayor and Council may combine two or more agenda items for consideration, and may remove an item from the agenda or delay discussion relating to an item on the agenda at any time. Public comment is limited to three minutes per person.

Ceremonial Matters

Invocation was offered by Pastor Wendy Swanson, Mesquite United Methodist Church followed by the Pledge of Allegiance.

Public Comments

1) Public Comment

Minutes: Mayor Litman opened up the meeting to Public Comment.

Minutes: Jean Battaglia: Police Volunteer Coordinator and I am replacing Don who retired last quarter. In December we had 25 members, we now are up to 29. We are trying to recruit more people because we are getting a little older in our midst. In the last two quarters we have had 2,038 hours put in with a total of \$51,826 savings to the city. The animal control people had 3,224 volunteer hours for a savings of \$86,754. Our total hours for the volunteer police were 2,038. We put 3,704 miles on the car. We did 479 vacation checks for 58 school checks, 18 business alerts, 13 handicap citations and 27 handicap warnings; police assist 42, citizen assist 14, accidents handled on private property 7, radar trailer deployment 67, subpoenas served 45,

code enforcement for parking warnings 6 and we just started doing VIN inspections in June and we did a total of 2. Are there any questions? Thank you.

Minutes:

Sandra Ramaker: I just want to make a comment. Jean happened to come and do a presentation at the Desert Games. I've been coming to these meetings and I've been hearing these presentations and seeing things but she did a presentation and they had a video of all the things that the volunteers actually do. I was amazed at some of the things they do and if you've never seen that presentation, I think one of these days Jean ought to bring that presentation and show it here at a City Council Meeting so we can look at all the things – it really makes you want to come out and be a volunteer. I would just like to thank them for all the things they actually do and thank the volunteers.

Minutes:

Adam Leveranz: At the June 25, 2019 Regular Council meeting, Collective Bargaining Agreement with the Mesquite Police Officers Association, or MPOA, was discussed and approved. Under Agenda Item 15 tonight, two Collective Bargaining Agreements are up for discussion, one for the Fire Department Captains and one for the Firefighters. For each of these three agreements to be made official, there is a signature page including a signature line for Allan S. Litman, Mayor. The recent MPOA Agreement and past agreements have included provisions addressing discipline and the newest agreement is Article 34 and starts on page 49. It talks about discipline related to unsatisfactory service, conduct or performance, violations of policy, damage to the image or reputation of the city, etc., etc. In each Fire Department Collective Bargaining Agreement tonight, discipline is covered under Article 30 on pages 45, 46 and 47. Mentioned are things like unsatisfactory service, termination for cause, malfeasance, misconduct, etc., etc. Subsequent to the June 25th meeting, Council, the City Manager, Assistant to the City Manager have been cc'd on some emails between myself and Mr. Litman. In part, these were regarding Mr. Litman's unwillingness to explain during public meetings how he could be identified as a petitioner to remove the city's residency requirement when instead he did not bring it up in any shape or form whatsoever with anybody in the city and hadn't had any discussions on the item with Council, staff or legal. It appears that Mr. Litman really does not want details about the recent agenda anomaly discussed in public. In an email from Mr. Litman, again, he falsely claims that the city has no authority to do anything about well documented instances of unethical and unlawful conduct by a very few specifically identified city personnel. The truth is, however, that the city has long had the means, provisions, authority and obligation to address city misconduct. The two Collective Bargaining Agreements tonight and the MPOA one that Mr. Litman was supposed to sign between June 25th and now, by including provisions for discipline show that there is authority. Moreover, Mr. Litman sat through and spoke at a public meeting where Council voted to terminate the previous fire chief. This too pretty clearly indicates that the city does have authority to discipline its personnel. As far as I can tell, the previous fire chief did not break any law, yet was removed. Other city personnel do break the law and Mayor and Council either do nothing or try to proliferate lies about having no authority. How ridiculous would it be to have a city where you had no means or methods to address city misconduct? I suggest that it is time for the lies about having no authority to stop. Thank you.

Consent Agenda

- 2) Consideration for approval of the Tuesday, July 9, 2019 Regular City Council Meeting agenda; the June 11, 2019 Regular City Council Meeting minutes; and the June 18, 2019 Technical Review Meeting minutes.

- Public Comment
- Discussion and Possible

Minutes:

Mayor Litman asked Council if they had any questions or comments on Item 2, 3, and 4 of the Consent Agenda. There were no speakers.

Minutes:

Mayor Litman opened up the Consent Agenda items 2, 3, and 4 to Public Comment. There were no speakers.

Council member Wursten moved to approve the Consent Agenda Items 2, 3, and 4. Council member Ramaker seconded the motion.

Passed For: 4; Against: 0; Abstain: 0; Absent: 1 (Rapson)

- 3) Consideration of approval of:
- a) Notification of Budget Transfers
 - b) Notification of Budget Amendments
 - c) Notification of Bills Paid
 - d) Purchase Orders
 - e) May 2019 Financial Statements

- Public Comment
- Discussion and Possible Action

- 4) Consideration of Bid Award for the Town Wash Detention Basin Sediment Removal Project – June 2019.

- Public Comments
- Discussion and Possible Action

Resolutions & Proclamations

- 5) Proclamation - Back to School Supply Drive - July 2019

Minutes:

Mayor Litman read this Proclamation:

PROCLAMATION

BACK TO SCHOOL SUPPLY DRIVE – JULY 2019

WHEREAS, the students of Mesquite, Nevada are the foundation on which our future success is built; and

WHEREAS, families, businesses, communities play vital roles in helping our students develop a positive self-image, sense of belonging and a sense of competence; and

WHEREAS, July is the month set aside each year to encourage and remind adults to feel great about ensuring our children to start the school year with the tools they need to succeed each year; and

WHEREAS, help teachers by providing them with proper tools for their classrooms so they don't have to spend money from their own pockets; and

WHEREAS, Back to School Supply Drive, will provide significant donations in the area of community involvement in the education of our youth, grounded in the principle that educational investment is key to the community's well-being and long-term quality of life; and

NOW THEREFORE, I and the Mesquite City Council do hereby proclaim the month of July as:
BACK TO SCHOOL SUPPLY DRIVE

in the City of Mesquite, Nevada, and urge all citizens to join with us in recognizing the importance of having the right materials in helping our children by providing their everyday school supply needs to improve the lives of our teachers, parents and local schools.

AND BE IT FURTHER RESOLVED that this body enthusiastically endorses Back to School Supply Drive and recommits our community to uplift and support our teachers to help make America's children the best students in the world.

Minutes:

Council member Ramaker: We are going to have pickup bins here in the city at Parks and Recreation. They will be up at Mesa View Hospital and they will be at the Bank of Nevada. Please join all of us and everybody in the community. This is such a great thing to help everyone. The bins will be there tomorrow. Please come and donate and join all of us. Nick, if you can come up and accept this for us, I would appreciate it.

6) Proclamation - Designated of July as Park and Recreation Month

Minutes:

Mayor Litman read the Proclamation:

PROCLAMATION

Designation of July as Park and Recreation Month

WHEREAS, parks and recreation programs are an integral part of communities throughout this country, including Mesquite, Nevada; and

WHEREAS, our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

WHEREAS, parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens; and

WHEREAS, parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS, parks and recreation areas are fundamental to the environmental well-being of our community; and

WHEREAS, parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

WHEREAS, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS, the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS, Mesquite, Nevada recognizes the benefits derived from parks and recreation resources.

NOW THEREFORE, BE IT RESOLVED BY The City Mesquite Mayor and City Council that July is recognized as Park and Recreation Month in the Mesquite, Nevada.

- 7) Consideration for approval of Resolution 988, A Resolution of the City Council of Mesquite, Nevada providing for the transfer of the City's 2019 Private Activity Bond Volume Cap to the Nevada Rural Housing Authority; and other matters related thereto.

- Public Comment
- Discussion and Possible Action

Minutes:

Mayor Litman read this item by its title and stated that this is an item that comes around once a year.

Minutes:

Diane Arviso with Nevada Rural Housing Program and I am the Director of Homeownership Programs and it is been two years since I have been here before your City Council to request a transfer of the unused Private Activity Bond Cap to our program so I am delighted to be here this evening. I am sorry I missed the opening of the meeting because I always enjoy doing the pledge when I get here, as a military mom that's important to me, but a little traffic on the road held me up so my apologies for slipping in the door a little bit late. Nonetheless, I am here on time to present to you tonight a quick update on what Nevada Rural Housing Authority is doing in the State of Nevada and in the City of Mesquite. As you well know, the Home At Last program is the homeownership program that was created by Nevada Rural Housing Authority in 2006. Since that time, we have helped about \$1.7 billion in mortgages to help about 8,200 families. We are really excited that the program continues to thrive at a time where it becomes increasingly difficult to purchase a home and afford a home for the long term which is the most important aspect of home ownership, is to be able to stay in it and afford it. One of the things that we just launched with our Home At Last program just last week is called the Diet Rate. So, we've been promoting the Diet Rate by passing out some Diet Cokes. If I hadn't been out in 106 degree weather, I would have brought you some, but the Diet Rate is a 0% assistance loan with a below market interest rate. So, when we talk about the Home At Last program providing down payment assistance to home buyers, it's not just by giving them the funds necessary to purchase a home or the down payment, but rather it's to provide the most affordable option for people so they can get into a home that they truly can afford. Our rate for that is 3.5% right now. As soon as we launched it, we had five reservations immediately so that tells me there is a need for that. These people have worked years to save up their own down payment and just need to be able to have the most affordable option possible. So, it's Nevada Rural Housing's national award-winning programs like that, that are changing the face of Nevada. And much like you do awesome things here in the City of Mesquite, we enjoy being able to do awesome things for the entire state of Nevada. It is through the transfer of your unused Private Activity Bond Cap that we are able to fund our Mortgage Credit Certificate program or another tax exempt bond program if the market calls for that, which we're not at that point right now. The Mortgage Credit Certificate program is an essential tool to help people into affordable home ownership. It is an add-on to a mortgage just like getting fries with your burger. When you get an MCC, as it's frequently called, that tax credit to the home buyer is equal to a certain designated percentage of the interest that they pay on their loan every single year that they occupy that home and pay that mortgage. That helps with the long term affordable aspect that we strive for through our mission. The MCC program is directly funded by private activity bonds. In 2006, Nevada Rural Housing started the collection of unused Private Activity Bond Cap in order to fund a single, single family program. The reason that we do that is because in Nevada, we are one of the few states that when the allocation comes to Nevada from the treasury for the Private Activity Bond Volume Cap, 50% of that is retained by the state and the other 50%, as you know, is distributed to the cities and counties based on their population. Those distributed amounts are often too small to do anything substantial unless you have a project ready to go that can use that, which we would applaud if you did, then that money ends up reverting to the state and is more often used in the urban areas like Las Vegas and occasionally Reno. When that happens, it's still good for Nevada, but when that doesn't happen that money actually reverts back to the U.S. Treasury and Nevada does not benefit from it at all. So, when Nevada Rural Housing can come around to the cities and counties and ask, do you have another use for your unused Private

Activity Bond Cap or your Private Activity Bond Cap? And if it's going unused, we can put it to good use and strive to be able to serve the rural areas which are often underserved. So, our jurisdiction is populations of 150,000 or up to 150,000. So, when we can put your unused Private Activity Bond Cap together with other cap that we collect across the state, we can put a robust single family program together that is specifically for rural Nevadans. Since last year, we have helped four families in Mesquite, one of which was Ariel who bought a home for her sister that she cares for and her sister's children. Ariel would not have been able to become a homeowner, had it not been for the Home At Last program helping her open that door. That is one of the Mesquite residents that you have been able to help through your long term support. So, I am here tonight to share with you that Nevada Rural Housing continues to do really meaningful things across the state. We want to continue to strive to meet the mission by serving your residents and those that are underserved across Nevada. If you are not using the volume cap for another purpose, we would be delighted to continue to use that for the Mortgage Credit Certificate program and it will be put to immediate use. We don't have a big pool that we sit on and hope to put it to good work. Every nickel will be spent. I want to just let you know, too, in June you may have seen a little bit of a social media presence because often that's the way we get the word out to some of the rural residents. We had for homeownership month, which is the entire month of June, a campaign going that was called HAL Pay My Bills. HAL is an acronym for Home At Last. What we did was help people across the state that were just citizens of Nevada – they didn't have to be in the program – to help pay their utilities for a year by sharing with others publicly on their social media page what does home mean to me. We had an overwhelmingly amount of entries that made us cry. It was so moving to hear the stories of what home means to me or to you and I think it's important that we share that message because whether someone is renting or in temporary quarters or in a home that they own, home is a significant life-changing thing that you hope everybody has. So, here in Mesquite, we would love to see more folks plant their roots right here in your community.

Minutes:

Council member Gault: We are working with the NRHA on some other projects and I think the programs that you have described are important, necessary, and certainly beneficial. My concern is they don't stale. I recently read in the update to the housing study on Northeastern Nevada that in Mesquite there are somewhere around 1700 people who pay more than 50% of their income for rent. Four is a great number but it's nowhere near enough. We've got to be talking hundreds. So, I would reluctantly make a motion to approve giving you back the 1.2 with the expectation that Bill Brewer and Jack White will shortly be delivering a project of substance here in Mesquite.

Minutes:

Ms. Arviso: I appreciate you sharing that and I will most certainly pass that on to our executive director, Bill Brewer, and Jack White. I will share with you that it's important to know for the homeownership aspect of what Nevada Rural Housing does through the Home At Last Program that we do contract with local lenders who are the ones that deliver the program, so we don't screen applicants directly. We try our best to get the word out and create a demand for that because our audience is always new. You are not a home buyer until you are looking for a home, right? So, a lot of people don't know to look for us until they are actually ready to make that leap. One of the ways that we have had City Council reach out to us to find some ways to accomplish what you're talking about and getting people into a home that is actually in balance with their income is by delivering some of the program information, whether it's our weatherization program to help people stay in place or to purchase a home is through like water

bills or any kind of city communications. So, if you think that might be one way that we can help get the word out to your residents, right now we have four people that work on our Home At Last team. Melanie Evans is the Southern Nevada specialist and she comes to Mesquite about once every eight weeks or so and works with the local realtors who are often the first touch point for people and when they are buying a home, it's our goal when we certify them to be Home At Last specialists that they will share the program with home buyers because they often do not know what's available to them including our new 3.5% rate. I'm not here to pitch something awesome but how awesome is that to be able to go to your local housing authority and get a 3.5% interest rate. The home buyers won't know about that if we can't effectively get the word out to all of them. As for your multifamily housing or other housing needs like senior housing and things of that nature, those are obviously more complex projects that can take time and certainly we want to be able to work with the city over the course of the coming years to try and solve some of those issues because it is something that tears at our hearts that people are paying such an exorbitant amount of rent just to be able to have a roof over their head.

Minutes:

Council member Wursten: You talk about projects that you're doing. Can you give me an example of maybe some of those projects and are you looking into projects within Mesquite?

Minutes:

Ms. Arviso: Are you referring to homeownership programs or projects in building buildings? So for homeownership, specifically, which is what my area of specialty is, we did just bring the Trio program to Nevada which is a lease to own program. That just launched this week, so the Trio Lease to Own program is to help Nevadans fill the gap when they're not mortgage ready. It requires a minimum of 580 credit score and extensive counseling over a two year period to get the mortgage ready. These might be people moving into your community or people who are paying the rent don't qualify because maybe their debt to income ratios are too high or their credit score does not qualify for our minimum 640 for the down payment assistance program. We hope that the Trio program which does require newer homes, which is perfect for Mesquite, there are a lot of them to choose from and that could be an avenue to help them.

Minutes:

Council member Wursten: So if somebody is looking to bring in a work force housing project, could this bond money be used to help a person build this project. That's the type of project I'm talking about. Can that money be used for that because we definitely need more of that?

Minutes:

Ms. Arviso: Absolutely yes. Again, when there is a developer that may be working on a work force housing project here, they would be layering the Private Activity Bond financing along with other forms of financing, your typical tax credit programs, etc. If they don't already have that project on your table for consideration, this money that we're talking about tonight, which is not the city's money, per se, but your allocation -

Minutes:

Council member Wursten: It's not real money, so to speak. I've had that question asked – we're not handing a million dollars out of the city to somebody.

Minutes:

Ms. Arviso: Correct. It is your opportunity to do bond financing. If you don't have a purpose for that before the end of August, it reverts back to the state for their control by September 1st, in which case if the other developer still comes in October or November, they can submit an application to the state where there are buckets of money or bond financing available. So, yes, to answer your question, it absolutely can and should be used for a project like that. It's when it's not that we can actually use it to convert to the mortgage credit certificate program which is what we seek to do if you don't already have a developer in line to use that.

Minutes:

Council member Gault: I do want to mention that we have a conference call set up on Friday morning with your director and assistant.

Minutes:

Ms. Arviso: Excellent. I am glad to hear that.

Minutes:

Mayor Litman: I am hoping very much that this is the last year we have to give the money.

Minutes:

Ms. Arviso: That would be something I would applaud. To be able to have some real projects coming off the ground here in Mesquite would be fantastic, for sure.

Minutes:

Mayor Litman opened up this item to Public Comment.

Minutes:

David Ballweg: Here we are a year later, same position, no different. We heard last year the same rhetoric. We had two meetings on this and we gave away our money again. We have another year gone by and here we are again. I've said that once but I can't reinforce it enough. I have to point to an editorial the mayor wrote – he's been in meetings. I've got it here and to paraphrase it – we have been meeting with potential developers but to-date we have not seen much in the way of results, builders are very busy surrounding and I state before affordable housing is needed everywhere. I don't have the answers but some ideas that we can throw around. Then, in closing, you said yes we have some serious issues but know that we have to solve and stop talking about them so much and do something. I agree but, mayor, you supported people that do talking and don't do things. You wanted to go out of the box and you don't like out of the box.

Minutes:

Mayor Litman: We are currently out of the box working on a project.

Minutes:

Mr. Ballweg: Excuse me Mayor, let me have my time here because I've worked with you on this before and you don't like going out of the box and you haven't. At this particular time, I think that if you don't have the ideas to do this, I think you need to step aside and let somebody with some ideas go ahead and do this. At this particular time, next year I don't have any other expectations

and we're going to be handing this money back again like we do every year and you've even said it. You just said it up there, that we pass this money back every year. So, at this particular time, we need to push, have some people with understanding, banking has changed; a lot of this stuff doesn't go through banks anymore. I've had a lot of recent experience with that running a business – needing a lot of capital to do my business and you can't get it from a bank anymore. So, if we don't think out of the box and if you don't understand how to think out of the box we're not going to get anywhere. Mesquite is going to stick where we're at and will not have any affordable housing coming anywhere in the near future. Thank you.

Minutes:

Ms. Arviso: That statement could actually be translated to many areas across Nevada. We hear that repeatedly and it's a valid concern. It is very challenging to bring affordable housing projects or work force housing projects to the communities where the builders are not putting them up on every street corner and they can't build them fast enough in those areas, is the complaint that we hear in the areas we don't necessarily serve in. I can appreciate that the now and the need for today is ever present and is weighing on all of your minds and we know that because of the calls that we've had. Unfortunately, it does take a great deal of time and patience and commitment to be able to get those projects off the ground. I just want to applaud you for the steps and strides that you have made to accomplish and to bring more affordable housing opportunities and work force housing opportunities to your city. I wish I had a magic answer and I wish I didn't need to ask for your unused cap for homeownership but today we are and that's where we stand today. I'm going to step aside if there is anyone else who wants to comment.

Council member Gault moved to approve Resolution 988; a Resolution of the City Council of Mesquite, Nevada providing for the transfer of the City's 2019 Private Activity Bond Volume Cap to the Nevada Rural Housing Authority with the expectation that Bill Brewer and Jack White will shortly be delivering a project of substance here in Mesquite. Council member Ramaker seconded the motion.

Passed For: 4; Against: 0; Abstain: 0; Absent: 1 (Rapson)

- 8) Consideration of Approval of Resolution No. 987, adopting Supplemental No. 1 (1074A) to Interlocal Contract (1074) for the 2019 Street Reconstruction Project – Phase I between the City of Mesquite and the Regional Transportation Commission of Southern Nevada.

- Public Comments
- Discussion and Possible Action

Minutes:

Mayor Litman read this item by its title and deferred to Travis Anderson.

Minutes:

Mr. Anderson: In March of this year, the City of Mesquite entered into an Interlocal Contract with the Regional Transportation Commission to provide funding for the 2019 roadway reconstruction project. This item before you tonight is the first supplemental to that Interlocal

Contract to extend the completion dates. There is no fiscal impact on this item. The original completion date was July 1, 2019 and we needed a little additional time so our recommendation is to approve the recommended adoption of Resolution No. 987. I am happy to answer any questions if you have any.

Minutes:

Mayor Litman asked Council if they had any questions or comments. There were no speakers.

Minutes:

Mayor Litman opened up this item to Public Comment. There were no speakers.

Council member Gault moved to approve Resolution No. 987 adopting Supplemental No. 1 (1074A) to Interlocal Contract (1074) for the 2019 Street Reconstruction Project – Phase I between the City of Mesquite and the Regional Transportation Commission of Southern Nevada. Council member Wursten seconded the motion.

Passed For: 4; Against: 0; Abstain: 0; Absent: 1 (Rapson)

- 9) Consideration of Approval of Resolution No. 989, adopting Supplemental No. 3 to Interlocal Agreement (MES01E17) for the Town Wash – Mesa Boulevard, El Dorado to Town Wash Storm Drain Project between the City of Mesquite and the Clark County Regional Flood Control District.

- Public Comments
- Discussion and Possible Action

Minutes:

Mayor Litman read this item by its title and deferred to Travis Anderson.

Minutes:

Mr. Anderson: Back in September in 2017, the City of Mesquite entered into an Interlocal Contract with Regional Flood Control District to provide funding for the storm drain project from Town Wash to El Dorado. This supplemental tonight before you is Supplemental No. 3; it is requesting an increase in funding of \$79,198. This is fully reimbursed by Regional Flood Control. It will be used – right now we're working with the U.S. Army Corp of Engineers on mitigation efforts so this will be used towards environmental and mitigation and additional design engineering costs. Our recommendation is to adopt Resolution No. 989.

Minutes:

Mayor Litman asked Council if they had any questions or comments. There were no speakers.

Minutes:

Mayor Litman opened up this item to Public Comment. There were no speakers.

Council member Gault moved to approve Resolution No. 989 with the condition of its adoption at the Clark County Regional Flood Control District Board meeting on July 11, 2019. Council member Council member Wursten seconded the motion.

Passed For: 4; Against: 0; Abstain: 0; Absent: 1 (Rapson)

Department Reports

10) Mayor's Comments and Reports

Minutes:

Mayor Litman: I want to make a few comments this evening. In addressing the comments made to me by Mr. Leveranz but not answering his questions and the reason why is pretty easy to explain if the gentleman would try to understand. When somebody makes public comment, you notice that we sit up here sort of dumb and deaf, we don't say anything. We just listen and then on to the next. There's a reason for that. When it's a non-agendized item, if we were to start getting into discussion of these items, I've been advised by the State Attorney General's office, it would be an open meeting law violation because we haven't agendized the item and here we're discussing an item. So, we will listen and that's about all we can do at that point, rather than get into discussion over those items. In relating to that item, I have discussed this item before publicly and I have had this in the newspaper, I think, at least once. The items that the gentleman is speaking about relate back to police incidences in 2009 and this has been going on since 2009, just so that everybody is aware, especially with so many newcomers that have come to Mesquite and wonder what kind of corruption are you talking about? Then, the next question, of course, is posed as to why haven't we solved it. This would be about the fourth City Council and four mayors and obviously nothing has been done about it for legal reasons and that's the answer to that question. If you have further questions, you might take a look at the State of Nevada Supreme Court rulings as well as the legal proceedings by going to the Freedom of Information Act and taking a look to find out what exactly did take place back in 2009. Then, you can make your own decisions. The other item that I would address also tonight is when I write an article in the paper and I say I don't have any ideas to solve it at that point, that is absolutely correct because I'm in the same situation as virtually every community in the State of Nevada, as well as across the entire United States in finding builders that will come to Mesquite and build affordable work force housing that have nothing better to do with their time because they are so busy elsewhere that – oh yeah, we'll just build up to Mesquite and build a major project. So, to that end, we have been working diligently with both Colton, with George Gault, with a large developer as well as others in trying to solve this problem. This project is underway as we speak right now as far as the initial paperwork goes to get it done but you don't build a major housing project overnight, especially work force housing. There is a tremendous amount of work to be done. Are we thinking out of the box? We absolutely are. Aaron Baker, our Assistant to the City Manager, has come up with a brilliant idea in how to get this done and because there are certain monies that have to come from the city that people aren't aware of before developers want to do anything like this. I can assure you that these projects are underway but don't expect to find affordable housing built tomorrow morning in Mesquite. It takes a while. That's me comments.

11) City Council and Staff Reports and Comments

Minutes:

Mayor Litman read this item by its title and asked Council if they had any Reports or Comments. There were no speakers.

Minutes:

Mayor Litman asked if Staff had any Reports or Comments. There were no speakers.

Adoption of Bills as Ordinances

- 12) Consideration of adoption of Bill No. 563 as Ordinance 563 (Development Code Amendment Case No. DCA-19-002, Methodist Church Sign) to amend MMC 9-10-10 Sign Regulations for Special Districts, by allowing LED illuminated Reader Board Signs in the Public Facilities (PF) Zone.

- Public Hearing
- Discussion and Possible Action

Minutes:

Mayor Litman read this item by its title and deferred to Richard Secrist.

Minutes:

Mr. Secrist: Bill 563 is an amendment to the Sign Ordinance. That section of the code dealing with public facilities zone, Park and Recreations, open space and land reserve zones and the signs that are allowed and the standards that are adopted for those signs. This request originated with Mesquite Methodist Church. They want to replace their existing monument sign – I have a couple of slides here to put up for illustration. This is just the location of the church. Let's go to the next slide – and you can see the existing monument sign they have out there behind the sidewalk on the Pioneer Boulevard side and that's the sign they want to replace. This sign is nonconforming. It was erected prior to 2008 when the city rewrote its whole sign code. I'll touch on the nonconformities in a minute but basically this sign, to change the copy on it, they have to physically go out there and move the letters and form the words and so forth. They want to replace the sign with a programmable LED reader board sign so that they can have streaming text and copy that's readily changed and changes automatically and so forth. When they brought in the request, I could see the benefits of having that type of signage for a facility like this. They want to change announcements for events upcoming and so forth. Their request was just limited to churches in the public facility zone and as we talked about it as staff, we thought there are other facilities in the public facility zone, the Parks and Recreation and open space zone that might be able to use this same kind of technology and signage. So, we asked the applicants if they minded if we broaden the application to include some other kinds of things. For example, schools in the public facility zone constantly having events that they normally have a sign out front where they post messages – this would give them greater ability to do that. The parks – we have a number of parks where we have considered in the past having community event signs to get the word out about upcoming tournaments and activities taking place in the city. What you have before you is an amendment that proposes to allow electronic reader board signs on monument signs or community event signs within the public facility zone, Parks and Recreation zone and land reserve. Right now, under the current code, you can't have an illuminated sign in those zones. This particular sign does have lighting; it's a backlit sign. As I say, it was built before the changes to the sign code but if the amendment passes they could

then convert it to a reader board type of electronic sign. The other thing that is nonconforming on this particular sign, for a monument sign right now the setback requirement is 10 feet and that is 10 feet from property line. In this case, the property line is back a sidewalk and they are only about, probably just under 4 feet from the sidewalk so they don't meet that 10 foot setback requirement and they want to be able to put the sign in the same place as the existing one, even though the setback requirement is 10 feet. They are almost 4 feet from the sidewalk, approximately 14 feet from the curb. To add an additional 6 feet they feel renders their sign less visible so they are requesting to keep it at the existing location. I don't have a problem with that, just maintaining the nonconforming location. That is an overview of what is being requested. Pat Harger with the Methodist Church has been asked to be the spokesperson for the church; she is here tonight to answer questions and I think she has prepared a few brief comments. She has some handouts for the Council. So with that, I'll introduce Pat and let the hearing go forward.

Minutes:

Pat Harger: I have been asked to offer a few brief remarks on behalf of the members of the Mesquite United Methodist Church where I serve as the advisor to the trustees sign selection committee. Some of those members are here if they could raise their hands if they are serving on that group. Thank you. I'm an advisor to that committee because I serve in the position of the finance and stewardship chair for the church and I am also doing that and serving now as a member with our newly appointed pastor and you just met her, Reverend Wendy Swanson. She is also on that committee now, going forward. I do want to thank Mayor Litman, the Council members and the staff for considering the best ways to update codes that guide the types and placement of monument signs for organizations located in the public facility zones. These, as Richard has mentioned, include schools, parks and churches. These organizations provide services and events that benefit the general public and the communities they serve. Finding effective and creative ways to reach out and share information with a wide range of area residents is always a challenge and there is no single communication channel that works to reach every group. We are happy that our code amendment application may set the stage for schools and parks and other churches to update their signs in the future. That brings us to Mesquite United Methodist Church which is celebrating its 25th anniversary in this community this November. Unfortunately, our monument sign on Pioneer Boulevard is nearly as old as the church itself. You see in the picture that Richard posted, I have a picture also that you can see what it looks like from the sidewalk and from a car passing by our church and it's almost impossible to read unless you're right on top of it. As Mr. Secrist described, we still have to open the case the move every individual letter to change the different lines of type of our message currently and while it is illuminated, it is very small and hard to read at a distance. Being able to post the key information about upcoming and changing services and events on the monument sign is now possible with the technology of electronic reader boards illuminated with LED lights. It's entirely appropriate to update those codes to allow these types of signs for schools, parks and churches with appropriate guidelines that prevent lighting or images that bother neighbors or distract passing traffic and we are very happy to comply with those guidelines, as has been outlined. I have a picture of the kind of sign that we are exploring. To date, we have had 111 recorded contributors plus two groups and numerous visitors and guests contributing and making donations to our fund to purchase a new sign. We would like to take advantage of current technology to share information about not only our services but offerings such as our choir concerts, bible studies, special speakers, help available for those in need and other events. You can see in that picture the auto dimming feature that starts at dusk and it's shown in the night view on the bottom of that so that automatically it will not be a bright sign lit at night that should bother residents or bother passing traffic. Your passage of these amendments is

going to be a great community benefit and we thank you for your consideration. Do you have any questions?

Minutes:

Council member Wursten: Is there any stipulation for putting on these types of signs and this isn't just for this one, we're talking schools and others, as far how bright, how dark it can be in residential areas after a certain time at night. Do we have some specifics on those?

Minutes:

Mr. Secrist: We do have standards in the code for that and it's referenced in the backup material here if I can get to it. Under our sign code, there is a whole section on LED light emitting diode signs and it sets forth the brightness levels that they can have at night and during the day and where the measurement is to be taken place, etc. They cannot flash or blink or strobe so there is intensity level standards and so forth that guide these signs. They have to comply with those, the same as the existing billboards along the freeway that you see that have been converted to LEDs. Initially, when they put the sign up, a lot of times they are not calibrated correctly and when they first go up, when the background goes to white, sometimes they are extremely bright. I'm sure you've probably seen one that looks too bright but then they dial it down, calibrate it so that it meets code and then it's generally not a problem. We have standards in the code and those would apply to this sign as well.

Minutes:

Council member Wursten: We have the appendix but I just wanted you to mention it for everybody else that had some questions on it.

Minutes:

Mayor Litman opened up this item to Public Hearing.

Minutes:

Susan Lang: I live along Pioneer and I pass the church every day. I guess my question is, are they going to have rotating messages or is it just the same message that's on there now which I think is the Reverend's name and the time of service. I think that's all that's on the sign now, am I correct? So, why do you need an LED to change something – what other messages are going to be on this church sign?

Minutes:

Ms. Harger: As I was mentioning before, the kinds of things that we would like to put on the sign are not only who our pastor is and what time the services are, but if we had special events. For examples, in Easter, our choir performed a cantata two nights in a row that was free to the public that really helped people get into the spirit of Easter and that timing and availability would be the kind of thing that we could put on the sign so it does change. It doesn't flash or strobe but you have a message and then it shifts to a second message.

Minutes:

Ms. Lang: If anyone was to go 35 miles/hour up Pioneer, which I don't think they do, even at 35 you're not going to be able to read this. You're just not going to be able to read it. I worked with billboards and the less words you put on them, the more effective but I don't understand why a church, which I think of as a tasteful building with tasteful décor, would have some flashing sign

and that thing is big – some flashing sign in front about a bake sale and at 45 miles/hour which is what most people do, they're not going to read it. Their church members know about the bake sale. I love the sign that you all jam in the ground two days before; it works. That works so I guess I just don't understand why you all have to have a sign that the casinos have. How many LED signs are there in Mesquite?

Minutes:

Mr. Secrist: I don't know right off hand, probably -

Minutes:

Ms. Lang: Eureka and Casablanca are the only two I know.

]

Minutes:

Mr. Secrist: And Virgin River has one.

Minutes

Ms. Lang: OK, Virgin River - casinos.

Minutes:

Mr. Secrist: Casinos have them. I don't know; there are probably five or so.

Minutes:

Council member Wursten: I believe Mountain America Credit Union has one now.

Minutes:

Ms. Lang: That is a Billboard on the freeway, I believe. It's back towards the freeway, I believe. In any event, I've said my piece.

Minutes:

Ernest Hoffman: I did at one time run a respectable theater in this town and if you remember, there were two LED boards on that theater and they were never bright. The one in the front of the theater rotated, rolled only because it gave what was playing, what the rating was and what the time was. The one on the side that faced out on I-15 did the same thing. We got down to a point where the one out on I-15 was hard to see from I-15 if it rolled so we just kept permanent information on there and changed it, not on a rolling basis, but maybe like every 20 minutes so it could be read. But if you remember, we had one of the first big LED signs in the city at the time other than the casinos and from that point on I think is when casinos came back and started changing their sign if I'm remembering right. Thank you.

Minutes:

Dave Patrol: I have a question. Since there are three churches that face out on Turtle Back and their sign is on, I guess it's Pioneer, are the other two churches going to be able to have signs out on Pioneer? I'm just raising a question – I'm sure the other two churches would love to have signs, too, but have you even thought about the fact that their church faces Turtle Back, is their sign supposed to be on Turtle Back or on Pioneer?

Minutes:

Mr. Secrist: It's where the longest frontage of their lot is so they can't have an offsite sign. It has to be on their property and if it was only facing Turtle Back it would be on the Turtle Back side.

Minutes:

Council member Gault: I would like to make a quick comment.

Minutes:

Mayor Litman: Go ahead.

Minutes:

Council member Gault: Ms. Lang, I just want to read you a line from the amendment code. It says no chasing, blinking, rotating or flashing shall be employed.

Minutes

Ms. Lang (Could not hear, not at the mike).

Minutes:

Council member Gault: They have to comply with this.

Council member Wursten moved to adopt Bill No. 563 as Ordinance 563 (Development Code Amendment Case No. DCA-19-002, Methodist Church Sign) to amend MMC 9-10-10 Sign Regulations for Special Districts, by allowing LED illuminated Reader Board Signs in the Public Facilities (PF) Zone. Council member Gault seconded the motion.

Passed For: 4; Against: 0; Abstain: 0; Absent: 1 (Rapson)

Administrative Items

- 13) Consideration of Conditional Use Permit Case No. CUP-19-004 (Park & Sell) to establish a pay to park lot for vehicle sales at 520 West Mesquite Boulevard, in the General Commercial (CR-2) Zone.

- Public Hearing
- Discussion and Possible Action

Minutes:

Mayor Litman read this item by its title.

Minutes:

Tammie Barker: I am representing Mesquite Auto and hopefully the new Park and Sell. This was brought to me by the citizens. They would come in and actually at 520 – we were actually over there first and we moved over to 390. We were using 520 just to get the vehicles ready to be sold over at 390 and people kept coming in and asking me where could they put their RV's,

boats, whatever, to sell them and there actually is nowhere in town for that. It's not going to be used as a storage unit. It is going to be used only to park there and let them sell them so it's easier for them to be able to show whatever they are selling, the RV or the boat or whatever and it will be opened from the same hours as Mesquite Auto and then it will be closed so there will not be any problem for people nearby that have residences there.

Minutes:

Mayor Litman: This is a Public Hearing and I will turn it over to Council.

Minutes:

Council member Gault: I am not sure where 520 is.

Minutes:

Ms. Barker: The old Mesquite Auto on the right side of the post office.

Minutes:

Mayor Litman opened up this item to Public Hearing.

Minutes:

Karen Fielding: I think this is a great idea. If you remember correctly, Final Details had a lot. I don't think it was as great as condition as the property at 520 that Tammie has here proposed. Also, Council mentioned several months ago, there is a lot on the corner of Grapevine and the Boulevard that had cars for sale. Around town, you find so many cars on lots just sitting there so if we can gather the cars in one area that she is offering right here, I think that's a great visible eye for people coming into town to put everything in one area. I would suggest, if you can, to just go ahead and vote yes on that.

Minutes:

Bill Mitchell: As it sits now, I don't think this is a good idea. If you look at the lot, it is undeveloped. It is only developed on the first half of the lot and secondly, it only has one entrance and one exit so, therefore, unlike the Final Details lot, people cannot pull out of that lot and come out the other side. They would have to pull in and I don't know how many cars are on the application to be parked there but more than likely what's going to happen, is you will have people parking on the street. It's right next to the post office and there's other business in the area. So, you're going to have an already congested area already with people coming out of the post office and as Ms. Tammie has implied, there are going to be a lot of RV's there, too. If you compound that with a 25 foot RV 15 foot high and people trying to pull out of the post office and you trying to look down the boulevard at oncoming traffic, you're not going to be able to see those cars. Again, I would like to – I think there needs to be – I'm not entirely against it but I think there needs to be more work that maybe the lot gets developed. Maybe another ingress/egress gets put in. Maybe the application defines what types of stored vehicles are going to be there, the condition of the vehicles. I mean, I don't know that this is a message that we as a city want to send to other people, prospective businesses looking to come in to the city. I know there are people looking at El Rancho Market, things like that which are caddy corner from that. They may say, oh there's a used junk car lot across the street. That's really going to shine our business up. I mean, it is on the boulevard, we are trying to clean up some things. That's why the owner of the lot where Final Details was got rid of that because he wants to clean that up to attract other businesses so I think him making that point is also an avid point. The way it sits now, that lot is not ideal for this sort of business.

Minutes:

Steven Clutterham: As George Gault can tell you and probably the rest of you have heard from me, this has been an issue with me for some time, especially since Final Details did close. The next item on the agenda is a full-time code enforcement person. My suggestion is we approve this and the next one both and use that code enforcement person to make sure that people are either parking on her lot or they are ticketed. It is against the law to park any car for sale in a business parking lot with or without the owner's permission. It's against the law. This weekend there were five cars parked across from Wells Fargo. It looks like downtown Mexico. These cars have vinyl numbers on them, just like a used car dealer would have. I have been in the used car business for 40 years. I moved from California because I got tired of seeing this on every corner. I don't want it here. We have a chance now to clean it up. If she needs to make some changes to the lot to make it better, that's fine. It's not a junk lot, like they say. That's not what they're going to have there. You're going to have a lot transportation cars, mobile homes and boats there, probably some RV vehicles. This is what we need. We need somebody to do something to get rid of all these cars on every corner parked there. It was ridiculous this weekend having five on that one corner. It's been just as bad over across from the new U-Haul rental place. It's been just as bad there. Something has to be done and code enforcement has to do something to make sure that they are using her facility and not just parking them wherever they want. Thank you.

Minutes:

Mayor Litman closed this item to Public Hearing and returned it to Council.

Minutes

Council member Wursten: Are there going to be some specific guidelines that you set up as far as how they are able to put their signs in?

Minutes:

Ms. Barker: We are going to put RV's, or whatever, they are going to be lined up right in the very beginning – there should fit eight right in the front there. The middle section where the light is, the big light in the center, is where the people can park to see the RV's or whatever is selling at the moment. I will leave parking in the middle. Then, the other ones will be backed up towards where the office used to be. The back part that is not paved will not be used until it is paved.

Minutes:

Council member Wursten: As far as signage in the cars and stuff, are you -

Minutes:

Ms. Barker: There is going to be a for sale sign from the people explaining what it is. I will have a little ticket inside each one that shows what day that they paid and what day it needs to be removed. They will also sign a waiver that explains to them that if they do not have full coverage insurance on it that it waives everything to whoever, the city, us, whoever. There's a waiver on anything that happens on that lot and it will have a specific time they are allowed to show their RV or whatever it is.

Minutes:

Council member Gault: How will you enforce the time issue?

Minutes:

Ms. Barker: They have a gate there. There is a gate there and I will open and close the gate at the same time I come in every morning to Mesquite Auto. I don't know if anyone has noticed but Mesquite Auto looks pretty darn good. We keep that clean. Everything has been very organized. If you stop by when you walk inside the office, it looks really good. So, I'll keep that place up just as good as I keep the other one.

Council member Wursten moved to approve Conditional Use Permit Case No. CUP-19-004 (Park & Sell) to establish a pay to park lot for vehicle sales at 520 West Mesquite Boulevard, in the General Commercial (CR-2) Zone. Council member Ramaker seconded the motion.

Passed For: 4; Against: 0; Abstain: 0; Absent: 1 (Rapson)

14) Consideration for approval to change the existing Code Enforcement Officer position in the Development Services Department from part-time to full-time status.

- Public Comment
- Discussion and Possible Action

Minutes:

Mayor Litman read this item by its title.

Minutes:

Mayor Litman: That is an agenda item I am bringing forward. At one time, prior to the recession in Mesquite, we had one full-time code enforcement person and one half-time code enforcement person. With the recession in Mesquite, as well as everywhere else, we cut back to no position for quite some time. The results were pretty dramatically bad throughout the city in many areas. We have had a number of part-time code enforcement people come on board. After pretty much extensive training they realize that it's only a part-time job and they move onto a full-time position somewhere else and then we lose them and start all over again. The city has grown considerably and the responsibilities of a code enforcement person have grown dramatically. That's the reason I have brought this issue forward.

Minutes:

Mr. Secrist: What you said is true; we used to have a full-time code enforcement person. We actually had both full-time and a part-time and that's changed over time. The need is there, obviously. We could probably get about three times as much done with a full-time person as a part-time person. The cost is going to be about three times what we are paying now, too, as far as salary and benefits but you have to think that the community would notice the difference and the cases would get closed. It's a tough job; like you say, there's been a lot of turnover. Most people are not thrilled when the code enforcement guy shows up and tells them they have to do something but it needs to be done. We all want a community that looks good. Businesses want a community that looks good, so do the residents and it's a necessary function. So, I am in favor of making it full-time. It's a matter of finding the funding to do it.

Minutes:

Council member Wursten: I guess my comment, and we've worked with this for a number of years – what kind of teeth do we have for enforcement once we decide – what is the process there? I feel like sometimes we don't have the ability to be able to push through some of these issues that we have.

Minutes:

Mr. Secrist: The process is there are several steps. First of all, once we go out and look at the complaint and identify if there is a violation or not, a courtesy notice is sent to the property owner letting them know that they are in fact in violation from some code, whether it's landscaping or parking or whatever it is. We give them a time period to correct that violation, usually 10-14 days. If they don't correct it within that time, then a notice of violation is sent that lets them know that now you are in violation, you could be subject to fines and penalties if taken to court, and so forth. Again, a time period is given to correct it. If they don't, then we usually confer with the city attorney's office about bringing them to court and issuing citations. Generally, 98% or 99% of the time people are willing to comply. Sometimes it takes a little more time with some than others, especially if they are out of town owners, getting compliance. Generally, most people when they realize they are in violation, they want to correct it and get it fixed. There are some that just refuse and they just make us force them to do it. That's kind of the process. Let me just add one other thing, on occasion, especially if it's a big vacant lot that's overrun with weeds and debris, if we can't get the owner to do it – if it's an absentee owner or a bank owns it that won't respond – we will get the Public Works Department to use their crew to go in and clean the property and put a lien on it. We don't do that on every residential lot because there's just too many of them. They are too small, they can't get their equipment in to do it and frankly they have a lot of other things to do besides clear people's weeds for them.

Minutes:

Council member Gault: Is the current officer willing to go into full-time?

Minutes:

Mr. Secrist: He is interested in going full-time, yes. So, that's a good thing I think.

Minutes:

Mayor Litman opened up this item to Public Comment.

Minutes:

David Ballweg: Not talking about necessarily the merits or the need, I'm just absolutely shocked that we just went through budget and now the mayor, this isn't your department and Mr. Secrist didn't even bring it up. So, why are we here now? Then, it's listed on the cover sheet as, is this a budget item? No. Well, where is the extra \$45,000 going to come from if not a budget item? This is just really poor planning and management by the city that Mr. Secrist didn't bring it up and argue the fact that he needed it from the beginning and now Mayor Litman is bringing it upon himself, in essence, I think, force his opinion on the code enforcement after the fact. This should have all been negotiated ahead of time and not now. If we're going to continue to do this on the budgets, I don't think we're doing the citizens any type of favors to not look at it in the overall budget. We have added tons of personnel this year, an excessive amount, I think, in

personnel which goes to the operational budget and this is going to come back to bite us in the future. Thank you.

Minutes:

Adam Leveranz: I am not opposed to this but I kind of believe in full disclosure and want to bounce some thoughts off people. Reading from the materials that were provided for this item, "fiscal impact cost to the city will go from \$15,478, \$13,988 in wages and \$1,490 in benefits to \$74,437, \$45,717 in wages with \$28,720 in benefits. The net increase in cost is approximately \$58,959." Then on the second page, quoting again, "Council will have to decide of trebling the results of successful code enforcement cases is worth trebling the salary and benefit costs of this position." I'm going to read this from a piece in the Mesquite Local News, the week of June 6, 2019 regarding the Public Employer Retirement System or PERS. "PERS cost 2 billion dollars a year and the taxpayers are on the hook for 40 billion dollars in unfunded liabilities. According to an analysis by American Enterprise Institute, the average Nevada public employee pension is \$64,000 a year, the highest in the nation where the average Social Security annual benefit is \$16,000. Currently, more than 1,500 Nevada public employee pensioners are drawing more than \$100,000 a year." Now, the documents say that we're trebling the cost to get treble the results. In actuality, this is 4.8 times the current cost and if you look at the benefits, the cost of benefits is going up over 19 times what it is now. As I said, this is an important thing to have if it keeps the city looking nice and Mr. Litman said you can't keep people in the position because it's a part-time position, I would hope with a retirement community approaching 20,000 in population that maybe you could find a couple part-time people that would do this. If you had even three part-time people, the total cost would be \$46,434, a \$28,000 savings and with another full-time pension employee the costs just seem ridiculous to me; 4.8 times overall and 19 times more for the benefits and who knows how long that's going to go under the future paying pensions and I just would hope there is some option.

Minutes:

Mayor Litman: Mr. Barton, would you explain where the funds would come from and why it didn't come into the original -

Minutes:

Andy Barton: It would come from the General Fund. We will have sufficient revenue to do this by virtue of the year end savings that we have had this year. The \$59,000 is not going to be problematic. We will be able to meet that demand.

Minutes:

Council member Wursten: I do agree with Mr. Ballweg as far as going through the process of the budget but I also know this is something that we did spend some time on and we did not – and I don't know why on the second day we did not put this into the budget but I know it's something we had discussed as a Council and something that we felt like we wanted to do but we didn't get it done so I think part of the blame needs to come on the Council for not following through and getting that knocked out. We have had a lot of issues, I think, with code enforcement that we need to follow through with. I know it's going to cost the city some more money and I hope you understand that this is something that I feel like we need to do to keep – and I don't think most people are opposed to it but kind of the way this has gone down has not been probably the best way to do this for sure. I do think it is something that is necessary.

Minutes:

Mr. Barton: Mr. Secrist alluded to this; we've had a revolving door since we brought back the code enforcement position. Roughly, every six months – I think we're on our third person at this point. So, we are paying somebody for 19 hours a week with no benefits. It's turned into a revolving door and every few months or so Richard has to retrain a new person and we lose that person as soon as they have a job that is offered with a better salary and benefits. So, I think on balance this is a good thing for the city and it's worth the cost. Obviously, the Council will be the final decision maker in that regard but my recommendation would be yes on this as well.

Minutes:

Council member Ramaker: We did, on the very first day, when this first was almost one of the first items on the budget, I can remember myself bringing this up saying that I wanted to move it to a full-time position. The comments were made, well let's wait and see how many other things we need before we move forward on this. I think it was an agreement with all of us on the Council that we had thought and we had planned on bringing it back on the second day and it was just, I believe, an oversight because we were talking about hoping to find the money at the end and it just was something that we just didn't get back in there because we all discussed the fact that this was something that was important that we did want to move forward on because we have had a lot of issues on it. We have had a lot of people come forward and comment on the things that are going on out in the city that we had hoped that we would be able to have somebody to get these things looked at. We have a couple of areas in town that people have constantly complained about that we need this. I think this is important. I'm sorry that it didn't get done on the first thing on the budget but I think it is important that we have brought this back now and that we move forward on it. Thank you.

Minutes:

Council member Black: I want to echo with what Councilman Ballweg said. All of his comments I agree with. This should have been discussed in the budget and furthermore I think it speaks to something that I've been saying for months now which is Council needs to be included in these discussions preceding the budget coming out so that we are more prepared rather than sitting there trying to, as a group, figure all this out in two short work sessions. I think this issue has come to our attention via email – I'm pretty sure we have all gotten emails from citizens saying that they want us to work harder on code enforcement. I think had we sat down and really looked into this as a Council, we probably would have said, yes, we need to go to a full-time person or figured out another solution but I don't agree that we are doing this so close to the budget. I just don't agree with that.

Council member Wursten moved to approve the existing Code Enforcement Officer position in the Development Services Department from part-time to full-time status. Council member Ramaker seconded the motion.

Passed For: 3; Against: 1 (Black); Abstain: 0; Absent: 1 (Rapson)

- 15) Consideration of approval of the 2019-2020 Fire Captain Bargaining Unit, Fire Fighter Unit and General Sales Drivers, Delivery Drivers and Helpers and Public Sector, Teamsters Local Union No. 14 Bargaining Agreement.

- Public Comment

- Discussion and Possible Action

Minutes:

Mayor Litman read this item by its title and deferred to Robert Sweetin.

Minutes:

Mr. Sweetin: This was brought before Council a couple weeks ago in Tech Review and we bumped it to make some adjustments; those are all before you tonight. I will note, first the pay increases – as far as backup material goes, I'm going to be basing my comments tonight on the red-lined version of the Firefighter Agreement. The Firefighter Agreement and the Captain Agreement are almost identical. There are some changes but just for ease I am going to be working off the Firefighter Agreement to go over major provisions. The one thing I would note is that at the end of the agreement are the proposed wage schedules. What we're looking at is taking our Fire Department that was significantly off the county average and closing that gap a little bit. So, where we were at roughly 20% gap in some cases for comparable work between our Valley and Clark County agencies, we're closing that gap to about 10% which is about the equivalent of what our Police Department is off and what other city departments find theirselves off based on larger jurisdiction counterparts. What I will note is just a few provisions that are critical and I think important to go over. We have in section one, there is a definition of a catastrophic event. That is new language. What it essentially does is it allows the Fire Chief or the Mayor, if the Mayor declares a state of emergency under the Charter, it allows the Fire Chief to bring in as many folks as he needs to. He can't necessarily do away with the bargaining agreement but he can do away with provisions that relate to staffing and who can be on shift at what time so that we have a maximum number of emergency responders available. In Article 16 of the agreement, we have removed a provision that the city was not really using which was the educational assistance provision. This was a clause that was used years ago that assisted in furthering ones education, going back to college while you worked here at the city. That really wasn't used and what we did agree to, or proposed for your consideration tonight, is an educational incentive. This is in line with what the police department has in their department and similar rates. The one difference is that a master's degree requires approval and authorization from the fire chief to get compensation for that so the hope is that those master's degrees are in areas relevant to fire service, not something that is not. If we go to Article 17.6, that has to do with outside employment. This looks like a huge change but it really isn't. We just deleted a bunch of language that we figured out had kind of just been added over the years in the outside employment process and kicked it to a much more concise process that ultimately complies with city policy. The process before went to the manager at different levels; now it just shortcuts and we follow the policy which goes back to the manager. Article 18.4 includes a uniform allowance. Before the department had a couple of different allowances for boots and things like that. This actually allows for the provision of the employees to purchase the uniforms that are necessary. The way it worked before is that the fire department actually ran like a commissary and they would distribute uniforms to employees on an as-needed basis. That took a lot of administrative time. It took space, it took effort and now employees are simply going to be given a clothing allowance. Article 21.1 was a big move in the direction that I know some Council people have expressed interest in. This provision is an agreement to reach an agreement but that would potentially allow for peak staffing at the fire department and what that would be is at the fire department currently there is three shifts. Those shifts are 48 hours long so every employee on those shifts works for 48 hours. This would allow the ability to take a few employees from those 48 hour shifts and move them to 12 hour shifts and those employees would, according to the

fire chief, serve primarily between the hours of 8:00 a.m. and 8:00 p.m. which are the peak call hours. So instead of being too heavy on 48 hours shifts, having too many people working the middle of the night when calls tend to be a little slower, not always but sometimes they are a little slower, you are taking those bodies and moving them into the daytime when calls are often at their busiest. Article 24.2 adds for the position for an acting captain. When a captain is not available, firefighters, EMTs, paramedics are able to act up into a captain position and they are compensated for that. We also added provisions and the next article, Article 24.3 related to critical care and preceptor pay. Finally, Article 28, as was mentioned in the police one and will be mentioned in the forthcoming city employee agreement which we intend to bring next week, Article 28 is a residency reservation clause. This agreement is a little different than the police one where we just simply reserved it. We went a step further here and stated that if a residency requirement were to be reestablished that the city would meet with the union to negotiate residency parameters for those employees. It really is functionally not different than a reservation clause would be obligated to do that anyway. With that said, that's what we have. Towards the end of the agreement, you can see the monetary changes and I've discussed those. Those are now going to be as attachments to the agreement instead of embedded into the agreement itself. So, if there are no questions, I will submit the item for a vote.

Minutes:

Mayor Litman asked Council if they had any questions or comments. There were no speakers.

Minutes:

Mayor Litman opened up this item to Public Comment. There were no speakers.

Council member Wursten moved to Approve the 2019-2020 Fire Captain Bargaining Unit, Fire Fighter Unit and General Sales Drivers, Delivery Drivers and Helpers and Public Sector, Teamsters Local union No. 14 Bargaining Agreement. Council member Ramaker seconded the motion.

Passed For: 4; Against: 0; Abstain: 0; Absent: 1 (Rapson)

16) Discussion regarding the hiring of a new city manager and other matters related thereto.

- Public Comment
- Discussion and Possible Action

Minutes:

Mayor Litman read this item by its title.

Minutes:

Mayor Litman: That is my item. Under the City Charter I am obligated to nominate somebody for the position of City Manager with the advice and the consent by vote of the City Council. To that end, I am going forward with that and not nominating anybody to the position but putting this position out for regular advertising for a City Manager per job description, again, with the advice of the City Council.

Minutes:

Council member Wursten: I appreciate that you are putting that out there to see everything that we have available for us to look at for a City Manager position and I'm going to take this spot right here to tell Andy that we're going to miss him and we appreciate him very much.

Minutes:

Council member Ramaker: I do appreciate the fact that you are going to do that because I think as elected officials it is our responsibility to do our best to hire the best person there is out there, whether it be within our own city or elsewhere. Thank you.

Minutes:

Mayor Litman opened up this item to Public Comment.

Minutes:

Mayor Litman: We will be going through the process. There will be an interviewing team that we put together, somebody from out of city as well as in City Council.

Minutes:

Ernest Hoffman: I just have one question. Does that mean during the period of time – because Andy is leaving, I believe in September, it's going to put you without a City Manager for at least a couple months? You're not going to go out and hire somebody in 30 days.

Minutes:

Mayor Litman: We are currently---

Minutes:

Mr. Hoffman: Because you are not getting this out into almost August now and September is the next month. He's going to be gone so are you going to appoint a temporary or somebody locally to fill that hole?

Minutes:

Mayor Litman: If necessary an interim position. We are advertising currently effective tomorrow and we'll see what we find.

Public Comments

17) Public Comment

Minutes:

Mayor Litman opened up the meeting to final Public Comment.

Minutes:

David Ballweg: Mayor, I want to take you to task on your condemnation of Mr. Leverenz that you couldn't answer him but I spoke on an open agenda item and you chose not to address me

during that item when there could be a discussion on the previous merits of the potential bonding issue. So, you chose to, in a closed session after the agenda item was to address it so I think in some cases you are mixing issues together which aren't relevant.

Minutes:

Adam Leveranz: Believe it or not, I really don't enjoy speaking up here. I was going to speak during the last agenda item but I decided to hold it until the end. I wasn't going to say anything but Mr. Ballweg mentioned your comments after I had spoken. You are not being entirely accurate. I got documents that Mr. Sweetin has provided me. Usually I bring them every time; I didn't bring them tonight. You are allowed to have a discussion and interact with the public and not violate the open meeting law. You are not allowed to deliberate. This is clearly outlined and it specifically says in the documents I have that you can't tell people you can't talk about things. I'll bring them next time or whenever these minutes are up for approval. As far as the city manager, since I'm up here already, I have a bunch of highlighted sections from the job description, the Mesquite Municipal Code for his duties. Rather than ramble on about it, I'll send Council copies tomorrow with highlighted sections. In addition to Mayor and Council having authority to discipline employees, it is indicated by the job descriptions and duties of the City Manager that he too can discipline employees. As Mr. Litman said, this has been a long, long time going on. I have lived and worked from East Coast to West including Alaska and Hawaii. I would not have believed it would take nearly 10 years to find somebody in Mesquite who realizes that police can't tear gas and break into places without warrants, can't make evidence disappear, can't have a court clerk who violates statutory law regarding appointment of Council, etc. Yes, it's been a very long time. I'm tired of talking about it, I know you're tired of hearing about it but it's just ridiculous and at some point it should become evident that I'm a little bit determined that everywhere else I've been in America that understands these simple constitutional concepts; there should be somebody here that gets it. Good evening, thank you.

Adjournment

18) Adjournment

Minutes:

Mayor Litman adjourned the meeting at 6:35 PM

Allan S. Litman, Mayor

Tracy E. Beck, City Clerk



**Mesquite Technical Review Meeting
Council Chambers – 2nd Floor
10 E. Mesquite Blvd.
Tuesday, July 16, 2019; 1:30 PM**

Minutes of a scheduled meeting of the City Council held July 16, 2019 at 1:30 PM at City Hall. In attendance were Mayor Allan S. Litman, Council Members Annie Black, George Gault, George Rapson and Brian Wursten. Also in attendance were City Manager Andy Barton, City Attorney Robert Sweetin, City Clerk Tracy E. Beck, other city staff and 6 citizens.

Mayor Litman called the meeting to order at 1:30 PM and excused Council Member Sandra Ramaker. (Note: This meeting was recorded and will be retained in the City Clerk's Office for one year.)

Below is an agenda of all items scheduled to be considered. Unless otherwise stated, items may be taken out of the order presented on the agenda at the discretion of the Mayor and Council. Additionally, the Mayor and Council may combine two or more agenda items for consideration, and may remove an item from the agenda or delay discussion relating to an item on the agenda at any time. Public comment is limited to three minutes per person.

Public Comments

- 1) Public Comment

Minutes:

Mayor Litman opened the meeting to public comments. There were no speakers.

Consent Agenda

- 2) Consideration for approval of the Tuesday, July 23, 2019 Regular City Council Meeting agenda; the June 25, 2019 Regular City Council Meeting minutes and the July 2, 2019 Technical Review Meeting minutes.

- Public Comment
- Discussion and Possible Action

Minutes:

Mayor Litman read the item by its title and asked if there were any questions from Council. There were no speakers.

Minutes:

Mayor Litman opened this item to public comment. There were no speakers.

- 3) Consideration of approval of:
 - a) Notification of Budget Transfers
 - b) Notification of Budget Amendments
 - c) Notification of Bills Paid
 - d) Purchase Orders

- Public Comment
- Discussion and Possible Action

Minutes:
Mayor Litman read the item by its title and asked if there were any questions from Council. There were no speakers.

Minutes:
Mayor Litman opened this item to public comment. There were no speakers.

Special Items

- 4) Presentation from the Nevada League of Cities and other matters properly related thereto.

- Public Comment
- Discussion and Possible Action

Minutes:
Mayor Litman read the item by its title and asked if there were any questions from Council. There were no speakers.

Minutes:
Mayor Litman opened this item to public comment. There were no speakers.

Resolutions & Proclamations

- 5) Consideration for approval of Resolution 993, a resolution of the Mesquite City Council approving an Interlocal Agreement with Clark County Outside Agency Grant (OAG) Funds for the Recreation Center Services - 2019-2020.

- Public Comment
- Discussion and Possible Action

Minutes:
Mayor Litman read the item by its title and deferred to Nick Montoya.

Minutes:
Council member Rapson: Is that the correct terminology? Outside agenda grant or outside agency grant?

Minutes:
Nick Montoya: That will have to be changed on both; it's OAG which is Outside Area Grant, so that may have been my fault.

Minutes:
Mayor Litman: Okay, we'll change the typing on that.

Minutes:
Mayor Litman opened this item to public comment. There were no speakers.

- 6) Consideration for approval of Resolution 994, a resolution of the Mesquite City Council approving an Interlocal Agreement with Clark County outside Agency Grant (OAG) Funds for the Senior Center Services - 2019-2020.
- Public Comment
 - Discussion and Possible Action

Minutes:
Mayor Litman read the item by its title and noted the typo error in the item. Mayor then deferred to Aaron Baker and asked if there were any questions from council. There were no speakers.

Minutes:
Mayor Litman opened the item to public comment. There were no speakers.

Department Reports

- 7) Mayor's Comments and Reports

Minutes:
Mayor Litman had no comments at this time.

- 8) City Council and Staff Comments and Reports

Minutes:
Mayor Litman asked council and staff if there were any comments. There were no speakers.

Introduction of Bills

- 9) Consideration of the introduction of Bill No. 565 amending Mesquite Municipal Code Title 1 "Administration"; Chapter 7A "Advisory Boards"; creating Section 3 "Mesquite Arts Commission" and other matters properly related thereto.

- Public Comment
- Discussion and Possible Action

Minutes:

Mayor Litman read the item by its title and deferred to Council Member Gault.

Minutes:

Council Member Gault: I'm wearing another hat here today. I'm on the Board of Mesquite Opportunities Regional Fund. In 2015 that group held a couple of listening session with about 80 people in attendance talking about what they wanted Mesquite to look like. And we have worked recently with the city and city staff, especially on the bike path between Old Mill and Mesquite Boulevard to create an opportunity to enhance the place where we live. Early this year Mesquite Opportunities Regional Fund applied for and received a small grant from the State Downtown Program to participate in Exploring Downtown. And there's no money involved with it, but three of us did receive scholarships to go to the National Mainstreet Conference and we learned about something called 'Place Making', which is kind of what you do when you don't have a downtown to work with. You work with what you have to make it a better place and a place that people want to come back and spend time. And we think that stretch of bike path, which is about 1500 linear feet, with increased planning and opportunities to build straight structures and bring in some public art like Grand Junction has done with they're now over 200 pieces of sculpture on the streets of Grand Junction and Sheridan, Wyoming is over 100 sculptures there. And I know the people in Sheridan pretty well and have spent some time with them to find out how they set up their Arts Commission. In Sheridan, that group reviews and encourages everything from sculptures and mosaics to murals to stained glass. So, they were kind enough to share with us how they found the pieces of art, which is that they use a website called CaFé, which stands for Calls For Entry and it's a matching service that project like the bike path between Mesquite and Old Mill would post an entry that we're looking for sculpture to be placed in three locations along that part of the path. And the artist then would respond to that and that's how Sheridan has gotten its art and they work with the artist then the artist typically pay to ship the art. In Sheridan they do a \$1000 honorarium with the artist and sometimes the commission buys the piece, sometimes they simply put it up and its for sale or sometimes it becomes a permanent part of the collection. The other thing that I'd like to see happen, this is also an opportunity for people who are interested to actually invest directly into the community and they'll be able to buy a piece of art, put it up, so that's what this is about. Somebody told me today there was concern that this was somehow tied to the theatre proposal that's on the docket and it has no relation to that at all. It's simply an opportunity to make this a better place to live. Thanks.

Minutes:

Council Member Black: Is this commission going to be the commission that approves mural projects?

Minutes:

Council Member Gault: Yes.

Minutes:

Council Member Black: I'm curious about. So basically these are appointed positions by us?

Minutes:
Council Member Gault: Yes.

Minutes:
Mayor Litman opened this item to public comment. There were no speakers.

Public Comments

10) Public Comment

Minutes:
Mayor Litman opened public comment. There were no speakers.

Adjournment

11) Adjournment

Minutes:
Mayor Litman adjourned the meeting at 1:38 p.m.

Allan S. Litman, Mayor

Tracy E. Beck, City Clerk



City Council Meeting Agenda Item 3

Submitted by: Dodie Melendez
Submitting Department: Finance
Meeting Date: August 13, 2019

Subject:

Consideration of approval of:

- a) Notification of Budget Transfers
- b) Notification of Budget Amendments
- c) Notification of Bills Paid
- d) Purchase Orders

- Public Comment
- Discussion and Possible Action

Recommendation:

Approval of Budget Transfers, Budget Amendments, Bills Paid, and Purchase Orders

Petitioner:

David Empey – Financial Director/City Treasurer

Is this a budgeted item?

No

Fiscal Impact:

See Attached

Background:

See Attached

Attachments:

- [Check Register - City Council Agenda 07.04.19 to 07.21.19.pdf](#)
- [Combined Budget Trsfrs & POs for Council.pdf](#)

Report Criteria:

Report type: GL detail

[Report]. Check Issue Date = 06/30/2019,07/04/2019-07/21/2019

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
06/19	06/30/2019	177172	13293	JAMES E. GUESMAN	201906	1	10-51-310	.00	4,000.00	4,000.00
Total 177172:								.00		4,000.00
07/19	07/18/2019	177173	4200	OVERTON POWER	3549	1	10-54-281	.00	4,957.38	4,957.38
07/19	07/18/2019	177173	4200	OVERTON POWER	3549	2	10-55-281	.00	2,378.90	2,378.90
07/19	07/18/2019	177173	4200	OVERTON POWER	3549	3	10-57-281	.00	1,905.11	1,905.11
07/19	07/18/2019	177173	4200	OVERTON POWER	3549	4	10-49-281	.00	2,239.91	2,239.91
07/19	07/18/2019	177173	4200	OVERTON POWER	3549	5	10-63-281	.00	108.41	108.41
07/19	07/18/2019	177173	4200	OVERTON POWER	3549	6	10-65-281	.00	954.43	954.43
07/19	07/18/2019	177173	4200	OVERTON POWER	3549	7	10-66-281	.00	493.66	493.66
07/19	07/18/2019	177173	4200	OVERTON POWER	3549	8	10-70-281	.00	566.10	566.10
07/19	07/18/2019	177173	4200	OVERTON POWER	3549	9	10-81-281	.00	15,068.82	15,068.82
07/19	07/18/2019	177173	4200	OVERTON POWER	3549	10	10-82-281	.00	179.18	179.18
07/19	07/18/2019	177173	4200	OVERTON POWER	3549	11	12-87-281	.00	1,268.13	1,268.13
07/19	07/18/2019	177173	4200	OVERTON POWER	3549	12	16-71-281	.00	2,323.52	2,323.52
07/19	07/18/2019	177173	4200	OVERTON POWER	3549	13	52-40-280	.00	21,520.35	21,520.35
07/19	07/18/2019	177173	4200	OVERTON POWER	3549	14	10-49-281	.00	508.53	508.53
07/19	07/18/2019	177173	4200	OVERTON POWER	3549	15	10-65-280	.00	18,987.72	18,987.72
07/19	07/18/2019	177173	4200	OVERTON POWER	3549	16	10-38-701	.00	140.11	140.11
07/19	07/18/2019	177173	4200	OVERTON POWER	3549	17	10-38-701	.00	1,133.66	1,133.66
07/19	07/18/2019	177173	4200	OVERTON POWER	3549	18	10-81-281	.00	4,831.33	4,831.33
07/19	07/18/2019	177173	4200	OVERTON POWER	3549	19	10-49-281	.00	27.94	27.94
Total 177173:								.00		79,593.19
07/19	07/18/2019	177174	14628	AIR CONDITIONING DISCOUNT	13466	1	10-63-250	.00	35.57	35.57
07/19	07/18/2019	177174	14628	AIR CONDITIONING DISCOUNT	13474	1	10-63-250	.00	98.16	98.16
07/19	07/18/2019	177174	14628	AIR CONDITIONING DISCOUNT	13477	1	10-63-250	.00	127.58	127.58
Total 177174:								.00		261.31
07/19	07/18/2019	177175	3655	AIRGAS USA LLC	9090090475	1	10-57-615	.00	208.17	208.17
07/19	07/18/2019	177175	3655	AIRGAS USA LLC	9963167049	1	10-57-615	.00	260.86	260.86
07/19	07/18/2019	177175	3655	AIRGAS USA LLC	9963167050	1	10-57-615	.00	279.62	279.62

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 177175:								.00		748.65
07/19	07/18/2019	177176	8756	ALSCO	LSTG855284	1	10-66-610	.00	58.86	58.86
07/19	07/18/2019	177176	8756	ALSCO	LSTG856308	1	10-66-610	.00	38.64	38.64
07/19	07/18/2019	177176	8756	ALSCO	LSTG857340	1	16-71-485	.00	133.36	133.36
07/19	07/18/2019	177176	8756	ALSCO	LSTG857344	1	10-66-610	.00	62.27	62.27
07/19	07/18/2019	177176	8756	ALSCO	LSTG857357	1	10-60-310	.00	114.92	114.92
Total 177176:								.00		408.05
07/19	07/18/2019	177177	1050	AMERICAN SHOOTERS SUPPL	328959	1	10-54-260	.00	863.00	863.00
07/19	07/18/2019	177177	1050	AMERICAN SHOOTERS SUPPL	329704	1	23-85-610	.00	168.95	168.95
07/19	07/18/2019	177177	1050	AMERICAN SHOOTERS SUPPL	329979	1	10-54-610	.00	165.95	165.95
Total 177177:								.00		1,197.90
07/19	07/18/2019	177178	14353	AMERICAN TIRE DISTRIBUTOR	S125158118	1	10-66-245	.00	571.62	571.62
07/19	07/18/2019	177178	14353	AMERICAN TIRE DISTRIBUTOR	S125260358	1	10-66-245	.00	381.08	381.08
Total 177178:								.00		952.70
07/19	07/18/2019	177179	13582	ARCADIA PUBLISHING	21174095	1	10-82-610	.00	117.83	117.83
Total 177179:								.00		117.83
07/19	07/18/2019	177180	10454	AUTO AIR & MORE INC.	232463	1	10-66-480	.00	501.00	501.00
Total 177180:								.00		501.00
07/19	07/18/2019	177181	12319	AUTO ZONE	2230563075	1	10-66-480	.00	6.19	6.19
07/19	07/18/2019	177181	12319	AUTO ZONE	2230575691	1	10-66-480	.00	91.92-	91.92-
07/19	07/18/2019	177181	12319	AUTO ZONE	2230578700	1	10-66-250	.00	36.99	36.99
07/19	07/18/2019	177181	12319	AUTO ZONE	2230582931	1	10-66-260	.00	29.99	29.99
07/19	07/18/2019	177181	12319	AUTO ZONE	2230599479	1	10-66-250	.00	97.84	97.84
07/19	07/18/2019	177181	12319	AUTO ZONE	2230603203	1	10-66-250	.00	97.84-	97.84-
07/19	07/18/2019	177181	12319	AUTO ZONE	2230605831	1	10-66-250	.00	53.99	53.99
07/19	07/18/2019	177181	12319	AUTO ZONE	2230609726	1	10-66-250	.00	71.99	71.99

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 177181:								.00		107.23
07/19	07/18/2019	177182	9268	AUTOMOTIVE CERTIFIED TECH	87039	1	10-66-250	.00	63.72	63.72
Total 177182:								.00		63.72
07/19	07/18/2019	177183	15518	AUTOMOTIVE REBUILT EXCHA	272064	1	10-66-250	.00	870.00	870.00
Total 177183:								.00		870.00
07/19	07/18/2019	177184	14265	BEST DEAL SPRINGS INC	3031608	1	10-66-250	.00	81.02	81.02
Total 177184:								.00		81.02
07/19	07/18/2019	177185	13791	BULLDOG CAR WASH	203	1	10-66-610	.00	200.00	200.00
Total 177185:								.00		200.00
07/19	07/18/2019	177186	4755	CASELLE INC.	74283	1	10-46-230	.00	450.00	450.00
07/19	07/18/2019	177186	4755	CASELLE INC.	95891	1	83-81-610	.00	244.12	244.12
07/19	07/18/2019	177186	4755	CASELLE INC.	95891	2	10-46-310	.00	402.08	402.08
07/19	07/18/2019	177186	4755	CASELLE INC.	95891	3	52-40-310	.00	35.00	35.00
07/19	07/18/2019	177186	4755	CASELLE INC.	95891	4	10-46-310	.00	250.00	250.00
07/19	07/18/2019	177186	4755	CASELLE INC.	95891	5	10-46-310	.00	275.00	275.00
07/19	07/18/2019	177186	4755	CASELLE INC.	95891	6	10-46-310	.00	210.00	210.00
07/19	07/18/2019	177186	4755	CASELLE INC.	95891	7	10-46-310	.00	68.00	68.00
07/19	07/18/2019	177186	4755	CASELLE INC.	95891	8	52-40-310	.00	545.68	545.68
07/19	07/18/2019	177186	4755	CASELLE INC.	95891	9	83-82-610	.00	244.12	244.12
Total 177186:								.00		2,724.00
07/19	07/18/2019	177187	16123	CASHMAN EQUIPMENT COMPA	INPS296873	1	10-47-310	.00	1,000.00	1,000.00
Total 177187:								.00		1,000.00
07/19	07/18/2019	177188	11861	CEEL	070819	1	10-57-210	.00	159.00	159.00
07/19	07/18/2019	177188	11861	CEEL	07247823	1	10-57-210	.00	124.95	124.95

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 177188:								.00		283.95
07/19	07/18/2019	177189	15940	CITY OF HENDERSON	MSC-503160	1	10-54-310	.00	1,470.50	1,470.50
Total 177189:								.00		1,470.50
07/19	07/18/2019	177190	9547	CLARK CO. INFO TECH DEPT	90246718	1	10-47-310	.00	8,000.00	8,000.00
07/19	07/18/2019	177190	9547	CLARK CO. INFO TECH DEPT	90246871	1	10-57-310	.00	12.00	12.00
Total 177190:								.00		8,012.00
07/19	07/18/2019	177191	8793	CLASSY CLOSETS	62241	1	10-81-250	.00	595.00	595.00
Total 177191:								.00		595.00
07/19	07/18/2019	177192	12005	COYOTE CARPET CLEANING	3897	1	10-63-310	.00	2,100.00	2,100.00
Total 177192:								.00		2,100.00
07/19	07/18/2019	177193	10223	CRAFCO INC	9401887933	1	11-65-700	.00	17,485.65	17,485.65
07/19	07/18/2019	177193	10223	CRAFCO INC	9401890160	1	11-65-700	.00	17,485.65	17,485.65
07/19	07/18/2019	177193	10223	CRAFCO INC	9402069108	1	11-65-700	.00	18,963.00	18,963.00
Total 177193:								.00		18,963.00
07/19	07/18/2019	177194	16513	DENNIS RANDALL	1217	1	15-23200	.00	2,000.00	2,000.00
Total 177194:								.00		2,000.00
07/19	07/18/2019	177195	16523	DIANNE WITTUSEN	071819	1	10-34-400	.00	95.00	95.00
Total 177195:								.00		95.00
07/19	07/18/2019	177196	9676	DLT SOLUTIONS INC.	4752781A	1	10-47-310	.00	2,161.06	2,161.06
Total 177196:								.00		2,161.06
07/19	07/18/2019	177197	15964	EXCHANGE CLUB OF MESQUIT	397P	1	10-50-210	.00	40.00	40.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 177197:								.00		40.00
07/19	07/18/2019	177198	2150	FEDEX CORP.	6-604-53313	1	10-57-240	.00	17.72	17.72
Total 177198:								.00		17.72
07/19	07/18/2019	177199	14274	FRESHAIRE/AIREMASTER	89366	1	10-81-610	.00	70.00	70.00
Total 177199:								.00		70.00
07/19	07/18/2019	177200	16514	GENOVEVA LOPEZ	1219	1	15-23200	.00	250.00	250.00
Total 177200:								.00		250.00
07/19	07/18/2019	177201	10783	GOT BUGS?	33375	1	10-63-310	.00	400.00	400.00
Total 177201:								.00		400.00
07/19	07/18/2019	177202	2245	GRAINGER INC	9217392555	1	10-66-250	.00	47.20	47.20
Total 177202:								.00		47.20
07/19	07/18/2019	177203	16474	GRIMCO INC	22215004-00	1	11-65-740	.00	17,715.00	17,715.00
07/19	07/18/2019	177203	16474	GRIMCO INC	22228341-00	1	11-65-740	.00	810.00	810.00
Total 177203:								.00		18,525.00
07/19	07/18/2019	177204	8559	HACH COMPANY	11526440	1	52-40-260	.00	90.18	90.18
Total 177204:								.00		90.18
07/19	07/18/2019	177205	16515	HEDGEHOG ELECTRIC	070819	1	10-32-100	.00	245.00	245.00
Total 177205:								.00		245.00
07/19	07/18/2019	177206	2427	HELENA CHEMICAL COMPANY	63755921	1	10-76-610	.00	558.00	558.00
07/19	07/18/2019	177206	2427	HELENA CHEMICAL COMPANY	63755941	1	10-76-610	.00	578.75	578.75

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 177206:								.00		1,136.75
07/19	07/18/2019	177207	2452	HIGH DESERT SUPPLY	IN00186001	1	10-66-250	.00	117.37	117.37
07/19	07/18/2019	177207	2452	HIGH DESERT SUPPLY	IN00186091	1	10-66-250	.00	25.74	25.74
Total 177207:								.00		143.11
07/19	07/18/2019	177208	14966	HORROCKS ENGINEERS INC	51876	1	45-40-811	.00	393.02	393.02
Total 177208:								.00		393.02
07/19	07/18/2019	177209	2500	HUGHES OIL	19714	1	10-66-255	.00	1,671.00	1,671.00
07/19	07/18/2019	177209	2500	HUGHES OIL	19749	1	10-66-255	.00	878.42	878.42
Total 177209:								.00		2,549.42
07/19	07/18/2019	177210	9774	IAFC	IAFC 2020	1	10-57-210	.00	935.00	935.00
Total 177210:								.00		935.00
07/19	07/18/2019	177211	16490	ID CARD GROUP	INV6288733	1	90-26129	.00	5,471.93	5,471.93
Total 177211:								.00		5,471.93
07/19	07/18/2019	177212	16516	JEAN BATTAGLIA	070919	1	10-54-610	.00	88.00	88.00
07/19	07/18/2019	177212	16516	JEAN BATTAGLIA	071519	1	10-54-610	.00	162.32	162.32
Total 177212:								.00		250.32
07/19	07/18/2019	177213	13999	JO ANNE F SMITH	JULY 2019	1	16-71-230	.00	35.00	35.00
Total 177213:								.00		35.00
07/19	07/18/2019	177214	16289	JUNES LEGAL SERVICE INC	EP219122	1	10-50-310	.00	10.00	10.00
Total 177214:								.00		10.00
07/19	07/18/2019	177215	16524	KIM WITHE SIDES	1220	1	15-23200	.00	2,515.00	2,515.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 177215:								.00		2,515.00
07/19	07/18/2019	177216	10984	KOKOPELLI LANDSCAPING	122443	1	52-40-610	.00	500.00	500.00
07/19	07/18/2019	177216	10984	KOKOPELLI LANDSCAPING	123607	1	10-76-310	.00	1,100.00	1,100.00
07/19	07/18/2019	177216	10984	KOKOPELLI LANDSCAPING	123608	1	10-76-310	.00	1,995.00	1,995.00
07/19	07/18/2019	177216	10984	KOKOPELLI LANDSCAPING	124199	1	10-76-250	.00	8,275.00	8,275.00
07/19	07/18/2019	177216	10984	KOKOPELLI LANDSCAPING	124200	1	10-76-250	.00	1,875.00	1,875.00
07/19	07/18/2019	177216	10984	KOKOPELLI LANDSCAPING	124201	1	10-76-250	.00	1,875.00	1,875.00
07/19	07/18/2019	177216	10984	KOKOPELLI LANDSCAPING	124202	1	10-76-250	.00	1,875.00	1,875.00
Total 177216:								.00		17,495.00
07/19	07/18/2019	177217	11958	KRISSY THORNTON	JULY 2019	1	16-71-230	.00	35.00	35.00
Total 177217:								.00		35.00
07/19	07/18/2019	177218	3050	L V REVIEW-JOURNAL	0001056503	1	10-61-220	.00	133.32	133.32
07/19	07/18/2019	177218	3050	L V REVIEW-JOURNAL	0001058922	1	10-44-220	.00	109.44	109.44
Total 177218:								.00		242.76
07/19	07/18/2019	177219	15053	LAMPPOST ELECTRIC LLC	CITY 19-009	1	10-47-310	.00	495.00	495.00
Total 177219:								.00		495.00
07/19	07/18/2019	177220	12174	LEWIS AND ROCA LLP	1314570	1	10-48-310	.00	7,254.00	7,254.00
Total 177220:								.00		7,254.00
07/19	07/18/2019	177221	16498	LEXIPOL	30113	1	10-54-310	.00	19,460.00	19,460.00
07/19	07/18/2019	177221	16498	LEXIPOL	30115	1	10-54-310	.00	14,115.00	14,115.00
07/19	07/18/2019	177221	16498	LEXIPOL	30115	2	10-54-310	.00	145.00	145.00
Total 177221:								.00		33,720.00
07/19	07/18/2019	177222	9733	LEXISNEXIS RISK SOLUTIONS	6691073-201	1	15-70-340	.00	50.00	50.00
07/19	07/18/2019	177222	9733	LEXISNEXIS RISK SOLUTIONS	6691073-201	1	15-70-340	.00	50.00	50.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 177222:								.00		100.00
07/19	07/18/2019	177223	9516	LIFE ASSIST INC.	931857	1	10-57-615	.00	130.62	130.62
Total 177223:								.00		130.62
07/19	07/18/2019	177224	16517	MATT THOMAS	1216	1	15-23200	.00	1,325.00	1,325.00
Total 177224:								.00		1,325.00
07/19	07/18/2019	177225	16512	MATTHEW BENDER & CO., INC.	11655119	1	10-50-210	.00	88.08	88.08
Total 177225:								.00		88.08
07/19	07/18/2019	177226	9933	MEL HORRACE	071219	1	10-65-610	.00	112.25	112.25
Total 177226:								.00		112.25
07/19	07/18/2019	177227	10764	MESA VIEW REGIONAL HOSPIT	547-0519	1	10-57-320	.00	1,088.40	1,088.40
Total 177227:								.00		1,088.40
07/19	07/18/2019	177228	3344	MESQUITE CHAMBER OF COM	E4934	1	10-43-610	.00	20.00	20.00
Total 177228:								.00		20.00
07/19	07/18/2019	177229	11650	MESQUITE FORD	397385	1	10-66-250	.00	1,492.32	1,492.32
07/19	07/18/2019	177229	11650	MESQUITE FORD	397419	1	10-66-250	.00	417.98	417.98
07/19	07/18/2019	177229	11650	MESQUITE FORD	397489	1	10-66-250	.00	20.14	20.14
Total 177229:								.00		1,930.44
07/19	07/18/2019	177230	3500	MESQUITE LUMBER & SUPPLY	318955	1	10-76-250	.00	67.39	67.39
07/19	07/18/2019	177230	3500	MESQUITE LUMBER & SUPPLY	319227	1	10-63-610	.00	11.98	11.98
07/19	07/18/2019	177230	3500	MESQUITE LUMBER & SUPPLY	319256	1	10-63-610	.00	6.59	6.59
07/19	07/18/2019	177230	3500	MESQUITE LUMBER & SUPPLY	319403	1	10-76-250	.00	25.99	25.99
07/19	07/18/2019	177230	3500	MESQUITE LUMBER & SUPPLY	319440	1	10-63-610	.00	3.99	3.99
07/19	07/18/2019	177230	3500	MESQUITE LUMBER & SUPPLY	319559	1	10-63-610	.00	189.99	189.99

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07/19	07/18/2019	177230	3500	MESQUITE LUMBER & SUPPLY	319560	1	10-63-610	.00	345.00	345.00
07/19	07/18/2019	177230	3500	MESQUITE LUMBER & SUPPLY	319815	1	10-54-240	.00	2.59	2.59
07/19	07/18/2019	177230	3500	MESQUITE LUMBER & SUPPLY	319953	1	10-76-250	.00	8.98	8.98
07/19	07/18/2019	177230	3500	MESQUITE LUMBER & SUPPLY	320148	1	10-63-610	.00	39.92	39.92
07/19	07/18/2019	177230	3500	MESQUITE LUMBER & SUPPLY	320181	1	10-63-610	.00	14.99	14.99
07/19	07/18/2019	177230	3500	MESQUITE LUMBER & SUPPLY	320260	1	10-76-610	.00	29.90	29.90
07/19	07/18/2019	177230	3500	MESQUITE LUMBER & SUPPLY	320296	1	10-63-610	.00	116.53	116.53
07/19	07/18/2019	177230	3500	MESQUITE LUMBER & SUPPLY	320306	1	10-70-610	.00	159.80	159.80
07/19	07/18/2019	177230	3500	MESQUITE LUMBER & SUPPLY	320323	1	10-76-610	.00	35.91	35.91
07/19	07/18/2019	177230	3500	MESQUITE LUMBER & SUPPLY	320326	1	10-81-610	.00	35.96	35.96
07/19	07/18/2019	177230	3500	MESQUITE LUMBER & SUPPLY	320337	1	10-65-480	.00	120.88	120.88
07/19	07/18/2019	177230	3500	MESQUITE LUMBER & SUPPLY	320347	1	10-81-250	.00	62.93	62.93
07/19	07/18/2019	177230	3500	MESQUITE LUMBER & SUPPLY	320361	1	10-81-610	.00	47.94	47.94
07/19	07/18/2019	177230	3500	MESQUITE LUMBER & SUPPLY	320446	1	10-76-610	.00	37.15	37.15
07/19	07/18/2019	177230	3500	MESQUITE LUMBER & SUPPLY	320581	1	10-57-610	.00	119.92	119.92
07/19	07/18/2019	177230	3500	MESQUITE LUMBER & SUPPLY	320679	1	10-76-610	.00	28.44	28.44
07/19	07/18/2019	177230	3500	MESQUITE LUMBER & SUPPLY	320722	1	10-65-610	.00	10.78	10.78
07/19	07/18/2019	177230	3500	MESQUITE LUMBER & SUPPLY	320783	1	10-81-610	.00	74.94	74.94
07/19	07/18/2019	177230	3500	MESQUITE LUMBER & SUPPLY	320784	1	10-81-610	.00	15.96	15.96
07/19	07/18/2019	177230	3500	MESQUITE LUMBER & SUPPLY	320806	1	10-81-250	.00	15.98	15.98
07/19	07/18/2019	177230	3500	MESQUITE LUMBER & SUPPLY	320851	1	10-65-610	.00	23.46	23.46
07/19	07/18/2019	177230	3500	MESQUITE LUMBER & SUPPLY	320870	1	10-81-250	.00	94.94	94.94
07/19	07/18/2019	177230	3500	MESQUITE LUMBER & SUPPLY	320875	1	10-65-250	.00	41.44	41.44
07/19	07/18/2019	177230	3500	MESQUITE LUMBER & SUPPLY	320893	1	10-65-250	.00	9.54	9.54
07/19	07/18/2019	177230	3500	MESQUITE LUMBER & SUPPLY	320965	1	10-76-610	.00	17.45	17.45
07/19	07/18/2019	177230	3500	MESQUITE LUMBER & SUPPLY	321008	1	10-81-250	.00	23.33	23.33
07/19	07/18/2019	177230	3500	MESQUITE LUMBER & SUPPLY	JUNE 2019	1	10-38-900	.00	85.00-	85.00-
Total 177230:								.00		1,755.59
07/19	07/18/2019	177231	3457	MESQUITE VETERINARY CLINI	157953	1	10-70-310	.00	2,926.11	2,926.11
07/19	07/18/2019	177231	3457	MESQUITE VETERINARY CLINI	157954	1	10-70-310	.00	641.05	641.05
07/19	07/18/2019	177231	3457	MESQUITE VETERINARY CLINI	157955	1	10-70-610	.00	31.06	31.06
07/19	07/18/2019	177231	3457	MESQUITE VETERINARY CLINI	157956	2	10-70-310	.00	895.79	895.79
Total 177231:								.00		4,494.01
07/19	07/18/2019	177232	3653	MOUNT OLYMPUS WATERS, IN	10216681 07	1	10-51-610	.00	17.97	17.97
07/19	07/18/2019	177232	3653	MOUNT OLYMPUS WATERS, IN	10219327 06	1	12-87-610	.00	13.56	13.56

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07/19	07/18/2019	177232	3653	MOUNT OLYMPUS WATERS, IN	10219327 06	2	10-49-240	.00	85.45	85.45
07/19	07/18/2019	177232	3653	MOUNT OLYMPUS WATERS, IN	10219327 06	3	10-41-610	.00	53.90	53.90
07/19	07/18/2019	177232	3653	MOUNT OLYMPUS WATERS, IN	10219327 07	1	10-49-240	.00	85.49	85.49
07/19	07/18/2019	177232	3653	MOUNT OLYMPUS WATERS, IN	10219327 07	2	10-41-610	.00	13.98	13.98
07/19	07/18/2019	177232	3653	MOUNT OLYMPUS WATERS, IN	10219327 07	3	12-87-610	.00	28.58	28.58
Total 177232:								.00		298.93
07/19	07/18/2019	177233	14058	MTM CLEANING SERVICE	321	1	10-63-310	.00	1,010.00	1,010.00
Total 177233:								.00		1,010.00
07/19	07/18/2019	177234	16518	NAOMI NICHOLAS	1218	1	15-23200	.00	1,930.00	1,930.00
Total 177234:								.00		1,930.00
07/19	07/18/2019	177235	10733	NEVADA LEGAL NEWS	300502843	1	10-50-210	.00	11.00	11.00
Total 177235:								.00		11.00
07/19	07/18/2019	177236	15228	NOREX, INC	641434/0/HL	1	10-47-310	.00	1,630.00	1,630.00
Total 177236:								.00		1,630.00
07/19	07/18/2019	177237	3946	NV. MUNICIPAL CLERKS ASSO	071619	1	10-44-210	.00	75.00	75.00
Total 177237:								.00		75.00
07/19	07/18/2019	177238	4126	OFFICE DEPOT	3335458800	1	15-60-350	.00	19.22-	19.22-
07/19	07/18/2019	177238	4126	OFFICE DEPOT	3342246530	1	10-51-240	.00	152.46	152.46
07/19	07/18/2019	177238	4126	OFFICE DEPOT	3342246530	1	10-51-240	.00	10.78	10.78
07/19	07/18/2019	177238	4126	OFFICE DEPOT	3350227470	1	15-60-350	.00	231.70	231.70
07/19	07/18/2019	177238	4126	OFFICE DEPOT	3351839380	1	15-40-370	.00	35.48	35.48
07/19	07/18/2019	177238	4126	OFFICE DEPOT	3351865890	1	15-40-370	.00	26.58	26.58
07/19	07/18/2019	177238	4126	OFFICE DEPOT	3368064340	1	10-51-240	.00	21.12-	21.12-
Total 177238:								.00		416.66
07/19	07/18/2019	177239	14685	PASTPERFECT SOFTWARE, IN	2019-35075	1	10-82-310	.00	540.00	540.00

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Total 177239:								.00		540.00
07/19	07/18/2019	177240	8133	PITNEY BOWES INC	1013421850	1	10-49-240	.00	76.49	76.49
Total 177240:								.00		76.49
07/19	07/18/2019	177241	10243	PRECISION AGGREGATE PRO	49862	1	10-76-250	.00	639.08	639.08
07/19	07/18/2019	177241	10243	PRECISION AGGREGATE PRO	50001	1	10-76-250	.00	437.93	437.93
07/19	07/18/2019	177241	10243	PRECISION AGGREGATE PRO	50102	1	10-76-250	.00	89.17	89.17
Total 177241:								.00		1,166.18
07/19	07/18/2019	177242	4402	PRO GLASS & PAINT INC	6639	1	10-63-610	.00	294.00	294.00
Total 177242:								.00		294.00
07/19	07/18/2019	177243	15189	PUMP MANAGEMENT COMPAN	457	1	10-76-310	.00	2,196.61	2,196.61
07/19	07/18/2019	177243	15189	PUMP MANAGEMENT COMPAN	458	1	10-76-310	.00	440.00	440.00
07/19	07/18/2019	177243	15189	PUMP MANAGEMENT COMPAN	464	1	10-76-250	.00	560.00	560.00
07/19	07/18/2019	177243	15189	PUMP MANAGEMENT COMPAN	465	1	10-76-250	.00	1,250.00	1,250.00
Total 177243:								.00		4,446.61
07/19	07/18/2019	177244	9571	RANDON POTTER	071719	1	52-40-610	.00	112.25	112.25
Total 177244:								.00		112.25
07/19	07/18/2019	177245	13915	ROCKY MOUNTAIN INFO NTW, I	25120	1	10-54-310	.00	100.00	100.00
Total 177245:								.00		100.00
07/19	07/18/2019	177246	13373	SADA SYSTEMS INC	154777	1	10-47-310	.00	3,704.50	3,704.50
Total 177246:								.00		3,704.50
07/19	07/18/2019	177247	15430	SATELLITE TRACKING OF PEO	PJCTD06301	1	15-40-350	.00	52.25	52.25

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Total 177247:								.00		52.25
07/19	07/18/2019	177248	4750	SCHOLZEN PRODUCTS CO INC	6395258-00	1	10-66-250	.00	303.77	303.77
07/19	07/18/2019	177248	4750	SCHOLZEN PRODUCTS CO INC	6395259-00	1	10-65-250	.00	257.86	257.86
Total 177248:								.00		561.63
07/19	07/18/2019	177249	15836	SEVIER VALLEY OIL COMPANY	172291S	1	10-66-250	.00	241.50	241.50
Total 177249:								.00		241.50
07/19	07/18/2019	177250	12196	SHERWIN WILLIAMS STORE 85	4199-5	1	10-63-610	.00	20.30	20.30
07/19	07/18/2019	177250	12196	SHERWIN WILLIAMS STORE 85	4388-4	1	10-81-250	.00	322.76	322.76
07/19	07/18/2019	177250	12196	SHERWIN WILLIAMS STORE 85	4389-2	1	17-80-610	.00	136.68	136.68
07/19	07/18/2019	177250	12196	SHERWIN WILLIAMS STORE 85	7871-2	1	10-63-610	.00	135.90	135.90
07/19	07/18/2019	177250	12196	SHERWIN WILLIAMS STORE 85	7871-2	2	10-63-610	.00	256.19	256.19
07/19	07/18/2019	177250	12196	SHERWIN WILLIAMS STORE 85	7942-1	1	10-81-250	.00	100.43	100.43
Total 177250:								.00		972.26
07/19	07/18/2019	177251	14152	SHERWIN-WILLIAMS COMPANY	7692-2	1	10-81-250	.00	91.01	91.01
07/19	07/18/2019	177251	14152	SHERWIN-WILLIAMS COMPANY	7723-5	1	10-81-250	.00	11.37	11.37
Total 177251:								.00		102.38
07/19	07/18/2019	177252	13011	SILVERSTATE ANALYTICAL LA	LV240440	1	52-40-310	.00	453.00	453.00
07/19	07/18/2019	177252	13011	SILVERSTATE ANALYTICAL LA	LV240750	1	52-40-310	.00	453.00	453.00
Total 177252:								.00		906.00
07/19	07/18/2019	177253	14502	SIMPLIFILE	1500101351	1	10-44-310	.00	84.00	84.00
Total 177253:								.00		84.00
07/19	07/18/2019	177254	10743	SKM INC	17649	1	52-40-310	.00	1,181.97	1,181.97
Total 177254:								.00		1,181.97

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07/19	07/18/2019	177255	14706	SOLARWINDS, INC	IN437498	1	10-47-310	.00	5,604.00	5,604.00
Total 177255:								.00		5,604.00
07/19	07/18/2019	177256	11387	SOUTHERN NEVADA HEALTH D	IN0220459	1	16-71-620	.00	1,202.60	1,202.60
07/19	07/18/2019	177256	11387	SOUTHERN NEVADA HEALTH D	IN0221375	1	10-81-610	.00	1,934.00	1,934.00
07/19	07/18/2019	177256	11387	SOUTHERN NEVADA HEALTH D	IN0223161	1	17-80-485	.00	354.00	354.00
07/19	07/18/2019	177256	11387	SOUTHERN NEVADA HEALTH D	IN0224522	1	10-81-610	.00	912.00	912.00
Total 177256:								.00		4,402.60
07/19	07/18/2019	177257	15318	SOUTHERN UTAH POLYGRAPH	062619	1	10-54-320	.00	600.00	600.00
Total 177257:								.00		600.00
07/19	07/18/2019	177258	13068	SOUTHWEST PLUMBING SUPP	S3335219.00	1	10-63-610	.00	25.13	25.13
07/19	07/18/2019	177258	13068	SOUTHWEST PLUMBING SUPP	S3336989.00	1	10-63-610	.00	135.48	135.48
07/19	07/18/2019	177258	13068	SOUTHWEST PLUMBING SUPP	S3352419.00	1	10-81-250	.00	96.83	96.83
Total 177258:								.00		257.44
07/19	07/18/2019	177259	14397	SPECIAL SERVICES GROUP, LL	10734	1	10-54-310	.00	1,320.00	1,320.00
Total 177259:								.00		1,320.00
07/19	07/18/2019	177260	10591	SPRINKLER SUPPLY-ST. GEOR	R12250	1	10-76-610	.00	1,493.82	1,493.82
07/19	07/18/2019	177260	10591	SPRINKLER SUPPLY-ST. GEOR	R13973	1	10-76-610	.00	680.40	680.40
07/19	07/18/2019	177260	10591	SPRINKLER SUPPLY-ST. GEOR	R21392	1	10-76-610	.00	1,436.40	1,436.40
07/19	07/18/2019	177260	10591	SPRINKLER SUPPLY-ST. GEOR	R22964	1	10-76-610	.00	36.20	36.20
07/19	07/18/2019	177260	10591	SPRINKLER SUPPLY-ST. GEOR	R22965	1	10-76-610	.00	1,147.24	1,147.24
07/19	07/18/2019	177260	10591	SPRINKLER SUPPLY-ST. GEOR	R24516	1	10-76-610	.00	1,196.00	1,196.00
07/19	07/18/2019	177260	10591	SPRINKLER SUPPLY-ST. GEOR	R26137	1	10-76-610	.00	897.84	897.84
07/19	07/18/2019	177260	10591	SPRINKLER SUPPLY-ST. GEOR	R26138	1	10-76-610	.00	259.76	259.76
07/19	07/18/2019	177260	10591	SPRINKLER SUPPLY-ST. GEOR	R28586	1	10-76-610	.00	116.01	116.01
Total 177260:								.00		7,263.67
07/19	07/18/2019	177261	10558	ST. OF NV. PUBLIC EMP. BENE	JULY 2019	1	10-49-130	.00	468.43	468.43

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Total 177261:								.00		468.43
07/19	07/18/2019	177262	8989	STAPLES ADVANTAGE	3417623556	1	10-48-240	.00	46.65	46.65
07/19	07/18/2019	177262	8989	STAPLES ADVANTAGE	3417623556	2	10-50-240	.00	69.70	69.70
07/19	07/18/2019	177262	8989	STAPLES ADVANTAGE	3418916577	1	10-48-240	.00	46.65-	46.65-
07/19	07/18/2019	177262	8989	STAPLES ADVANTAGE	3418916577	2	10-50-240	.00	69.70-	69.70-
07/19	07/18/2019	177262	8989	STAPLES ADVANTAGE	3418916578	1	10-50-240	.00	19.66	19.66
07/19	07/18/2019	177262	8989	STAPLES ADVANTAGE	3418970770	1	10-48-240	.00	46.65	46.65
07/19	07/18/2019	177262	8989	STAPLES ADVANTAGE	3418970770	2	10-50-240	.00	69.70	69.70
07/19	07/18/2019	177262	8989	STAPLES ADVANTAGE	3418970771	1	10-81-240	.00	376.44	376.44
07/19	07/18/2019	177262	8989	STAPLES ADVANTAGE	3419098028	1	52-40-610	.00	12.70	12.70
Total 177262:								.00		525.15
07/19	07/18/2019	177263	14680	STAR NURSERY INC	1100200117	1	10-76-250	.00	199.40	199.40
07/19	07/18/2019	177263	14680	STAR NURSERY INC	1100200117	1	10-76-250	.00	330.00	330.00
07/19	07/18/2019	177263	14680	STAR NURSERY INC	1100200117	1	10-65-610	.00	115.99	115.99
07/19	07/18/2019	177263	14680	STAR NURSERY INC	1100200117	1	10-65-610	.00	40.00-	40.00-
07/19	07/18/2019	177263	14680	STAR NURSERY INC	1100200117	1	10-65-610	.00	89.00	89.00
07/19	07/18/2019	177263	14680	STAR NURSERY INC	1100200117	1	10-65-610	.00	40.00-	40.00-
Total 177263:								.00		654.39
07/19	07/18/2019	177264	3922	STATE OF NEVADA	50645	1	10-48-310	.00	110.25	110.25
07/19	07/18/2019	177264	3922	STATE OF NEVADA	50762	1	10-48-310	.00	220.50	220.50
07/19	07/18/2019	177264	3922	STATE OF NEVADA	50762	2	10-61-310	.00	36.75	36.75
07/19	07/18/2019	177264	3922	STATE OF NEVADA	50762	3	90-26129	.00	1,580.25	1,580.25
Total 177264:								.00		1,947.75
07/19	07/18/2019	177265	9870	STATE OF NEVADA	33451	1	12-87-610	.00	730.00	730.00
Total 177265:								.00		730.00
07/19	07/18/2019	177266	14500	STOTZ EQUIPMENT	E00723	1	10-76-740	.00	21,764.71	21,764.71
Total 177266:								.00		21,764.71

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07/19	07/18/2019	177267	3725	SUPREME COURT OF NEVADA	178	1	10-51-310	.00	8,500.00	8,500.00
Total 177267:								.00		8,500.00
07/19	07/18/2019	177268	12333	THE OCCASIONS GROUP	191682614	1	10-52-240	.00	63.20	63.20
Total 177268:								.00		63.20
07/19	07/18/2019	177269	11278	THOMAS PETROLEUM	134237C-CM	1	10-66-255	.00	12,564.32-	12,564.32-
07/19	07/18/2019	177269	11278	THOMAS PETROLEUM	134237R-DM	1	10-66-255	.00	12,564.32	12,564.32
07/19	07/18/2019	177269	11278	THOMAS PETROLEUM	2139536-CM	1	10-66-255	.00	14,976.17-	14,976.17-
07/19	07/18/2019	177269	11278	THOMAS PETROLEUM	2139537-DM	1	10-66-255	.00	14,976.17	14,976.17
07/19	07/18/2019	177269	11278	THOMAS PETROLEUM	2161096-IN	1	10-66-250	.00	1,411.57	1,411.57
07/19	07/18/2019	177269	11278	THOMAS PETROLEUM	2161106-IN	1	10-66-255	.00	13,113.44	13,113.44
Total 177269:								.00		14,525.01
07/19	07/18/2019	177270	16095	TRACTION GUEST INC	GUE-001704	1	10-82-610	.00	1,860.00	1,860.00
Total 177270:								.00		1,860.00
07/19	07/18/2019	177271	14456	TransUnion Risk & Alternative	37881-20190	1	10-54-310	.00	66.50	66.50
Total 177271:								.00		66.50
07/19	07/18/2019	177272	14904	TRUCKPRO LLC SIX STATES	15 349164	1	10-66-250	.00	311.20	311.20
Total 177272:								.00		311.20
07/19	07/18/2019	177273	8770	U.S. FOODSERVICE - L.V. DIV.	5000990	1	10-55-620	.00	457.01	457.01
07/19	07/18/2019	177273	8770	U.S. FOODSERVICE - L.V. DIV.	5020611	1	16-71-480	.00	1,339.50	1,339.50
07/19	07/18/2019	177273	8770	U.S. FOODSERVICE - L.V. DIV.	5020612	1	16-71-485	.00	46.93	46.93
07/19	07/18/2019	177273	8770	U.S. FOODSERVICE - L.V. DIV.	5124101	1	10-55-620	.00	642.98	642.98
07/19	07/18/2019	177273	8770	U.S. FOODSERVICE - L.V. DIV.	5176161	1	16-71-480	.00	1,468.75	1,468.75
07/19	07/18/2019	177273	8770	U.S. FOODSERVICE - L.V. DIV.	5305596	1	16-71-480	.00	1,946.55	1,946.55
07/19	07/18/2019	177273	8770	U.S. FOODSERVICE - L.V. DIV.	5305597	1	16-71-485	.00	125.11	125.11
Total 177273:								.00		6,026.83

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
07/19	07/18/2019	177274	5616	UNITED PARCEL SERVICE	00009E1629	1	10-49-240	.00	116.00	116.00
Total 177274:								.00		116.00
07/19	07/18/2019	177275	12230	VIEW ON MESQUITE, LLC	6433	1	25-85-620	.00	265.00	265.00
Total 177275:								.00		265.00
07/19	07/18/2019	177276	8748	VIRGIN VALLEY VETERINARY H	275085	1	10-70-310	.00	27.94	27.94
07/19	07/18/2019	177276	8748	VIRGIN VALLEY VETERINARY H	275612	1	10-70-310	.00	8.76	8.76
Total 177276:								.00		36.70
07/19	07/18/2019	177277	14468	WATERLOGIC USA INC	CNIV689650	1	10-81-610	.00	45.20	45.20
Total 177277:								.00		45.20
07/19	07/18/2019	177278	9788	WATERTECH INC	W066120	1	52-40-480	.00	2,916.00	2,916.00
Total 177278:								.00		2,916.00
07/19	07/18/2019	177279	10077	WELLS FARGO	061419 MC	1	10-54-230	.00	645.00	645.00
07/19	07/18/2019	177279	10077	WELLS FARGO	061419 MC	2	10-54-230	.00	645.00	645.00
07/19	07/18/2019	177279	10077	WELLS FARGO	061419 MC	3	10-54-230	.00	645.00	645.00
07/19	07/18/2019	177279	10077	WELLS FARGO	061419 MC	4	10-54-610	.00	90.25	90.25
07/19	07/18/2019	177279	10077	WELLS FARGO	061419 MC	5	10-54-610	.00	42.42	42.42
07/19	07/18/2019	177279	10077	WELLS FARGO	061419 MC	6	10-54-610	.00	178.58	178.58
07/19	07/18/2019	177279	10077	WELLS FARGO	061419 MC	7	23-85-610	.00	222.60	222.60
07/19	07/18/2019	177279	10077	WELLS FARGO	061419 MC	8	10-55-610	.00	222.60	222.60
07/19	07/18/2019	177279	10077	WELLS FARGO	061419 MC	9	10-55-230	.00	1,015.65	1,015.65
07/19	07/18/2019	177279	10077	WELLS FARGO	061419 MC	10	10-54-610	.00	20.15	20.15
07/19	07/18/2019	177279	10077	WELLS FARGO	061419 MC	11	10-54-702	.00	454.96	454.96
07/19	07/18/2019	177279	10077	WELLS FARGO	061419 MC	12	90-26117	.00	816.75	816.75
07/19	07/18/2019	177279	10077	WELLS FARGO	061419 MC	13	10-54-240	.00	20.53	20.53
07/19	07/18/2019	177279	10077	WELLS FARGO	061419 MC	14	10-54-610	.00	59.53	59.53
07/19	07/18/2019	177279	10077	WELLS FARGO	061419 MC	15	10-54-230	.00	1,042.12	1,042.12
07/19	07/18/2019	177279	10077	WELLS FARGO	061419 MC	16	10-54-610	.00	11.35	11.35
07/19	07/18/2019	177279	10077	WELLS FARGO	061419 MC	17	10-54-230	.00	291.47	291.47
07/19	07/18/2019	177279	10077	WELLS FARGO	061419 MC	18	10-54-610	.00	35.13	35.13

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
07/19	07/18/2019	177279	10077	WELLS FARGO	061419 MC	19	10-54-610	.00	59.53	59.53
07/19	07/18/2019	177279	10077	WELLS FARGO	061419 MC	20	10-54-610	.00	11.35	11.35
Total 177279:								.00		6,529.97
07/19	07/18/2019	177280	10942	WENDY MEDINA	070819	1	17-80-610	.00	65.00	65.00
Total 177280:								.00		65.00
07/19	07/18/2019	177281	8841	WEST PAYMENT CENTER	840523764	1	10-50-210	.00	572.22	572.22
Total 177281:								.00		572.22
07/19	07/18/2019	177282	14712	WESTERN ENVIRONMENTAL T	114630	1	52-40-310	.00	58.60	58.60
07/19	07/18/2019	177282	14712	WESTERN ENVIRONMENTAL T	114683	1	52-40-310	.00	58.60	58.60
07/19	07/18/2019	177282	14712	WESTERN ENVIRONMENTAL T	114748	1	52-40-310	.00	58.60	58.60
07/19	07/18/2019	177282	14712	WESTERN ENVIRONMENTAL T	114875	1	52-40-310	.00	58.60	58.60
Total 177282:								.00		234.40
07/19	07/18/2019	177283	11418	WHEELER'S ELECTRIC INC	071719	1	22-65-742	.00	26,852.50	26,852.50
07/19	07/18/2019	177283	11418	WHEELER'S ELECTRIC INC	071719	2	22-65-744	.00	1,575.00	1,575.00
07/19	07/18/2019	177283	11418	WHEELER'S ELECTRIC INC	071719 RT	1	22-21330	.00	1,342.63-	1,342.63-
07/19	07/18/2019	177283	11418	WHEELER'S ELECTRIC INC	071719 RT	2	22-21330	.00	78.75-	78.75-
Total 177283:								.00		27,006.12
07/19	07/15/2019	71519001	9127	TEAMSTERS SEC. FUND #14	AUGUST 20	1	10-22500	.00	13,260.00	13,260.00
Total 71519001:								.00		13,260.00
07/19	07/18/2019	72019001	9764	AMY GALE	071019	1	10-50-240	.00	54.11	54.11
Total 72019001:								.00		54.11
07/19	07/18/2019	72019002	2430	ANDERSON HERITAGE ELEC. I	15160	1	10-81-250	.00	678.00	678.00
07/19	07/18/2019	72019002	2430	ANDERSON HERITAGE ELEC. I	15166	1	10-81-250	.00	785.00	785.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 72019002:								.00		1,463.00
07/19	07/18/2019	72019003	16521	CARRIE ANN ROBERTS	072519	1	10-56-230	.00	253.00	253.00
Total 72019003:								.00		253.00
07/19	07/18/2019	72019004	16519	CHASIDY DAVIS	072519	1	10-56-230	.00	253.00	253.00
Total 72019004:								.00		253.00
07/19	07/18/2019	72019005	16522	CLINT ALDRED	072219	1	10-55-230	.00	1,152.00	1,152.00
Total 72019005:								.00		1,152.00
07/19	07/18/2019	72019006	15410	COMPUNET, INC.	131815	1	10-47-310	.00	16,015.81	16,015.81
Total 72019006:								.00		16,015.81
07/19	07/18/2019	72019007	10506	DAVE EMPEY	070919	1	10-46-230	.00	206.48	206.48
07/19	07/18/2019	72019007	10506	DAVE EMPEY	JULY 19	1	10-46-290	.00	75.00	75.00
Total 72019007:								.00		281.48
07/19	07/18/2019	72019008	16060	DAVISON VAN CLEVE PC	5243	1	10-50-310	.00	16,667.00	16,667.00
Total 72019008:								.00		16,667.00
07/19	07/18/2019	72019009	12119	DOROTHEA K. MELENDEZ	JULY 2019	1	10-46-290	.00	75.00	75.00
Total 72019009:								.00		75.00
07/19	07/18/2019	72019010	16372	GEORGE GAULT	JULY 2019	1	10-41-290	.00	75.00	75.00
Total 72019010:								.00		75.00
07/19	07/18/2019	72019011	2654	INTERSTATE FIRE PROTECTIO	190207-1	1	52-40-610	.00	210.00	210.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 72019011:								.00		210.00
07/19	07/18/2019	72019012	15504	ITSAVVY LLC	01119094	1	10-47-740	.00	4,576.88	4,576.88
07/19	07/18/2019	72019012	15504	ITSAVVY LLC	01119202	1	10-47-310	.00	4,684.21	4,684.21
07/19	07/18/2019	72019012	15504	ITSAVVY LLC	01119446	1	10-47-240	.00	338.69	338.69
Total 72019012:								.00		9,599.78
07/19	07/18/2019	72019013	13257	JAYSON ANDRUS	080619	1	10-57-230	.00	257.00	257.00
Total 72019013:								.00		257.00
07/19	07/18/2019	72019014	15479	KENNEDY ALEXANDER II	071019	1	10-57-230	.00	1,055.98	1,055.98
Total 72019014:								.00		1,055.98
07/19	07/18/2019	72019015	16520	KIMBERLY GRAFFAM	072519	1	10-56-230	.00	253.00	253.00
Total 72019015:								.00		253.00
07/19	07/18/2019	72019016	14407	MAQUADE CHESLEY	071919	1	10-54-330	.00	205.00	205.00
07/19	07/18/2019	72019016	14407	MAQUADE CHESLEY	080719	1	10-54-230	.00	219.00	219.00
Total 72019016:								.00		424.00
07/19	07/18/2019	72019017	16206	MARTINE GREEN	JULY 2019	1	10-43-290	.00	75.00	75.00
Total 72019017:								.00		75.00
07/19	07/18/2019	72019018	15902	MICHELLE WOODS	JULY 2019	1	17-80-310	.00	864.00	864.00
Total 72019018:								.00		864.00
07/19	07/18/2019	72019019	3580	MORCON INDUSTRIAL SPECIA	0024265-IN	1	10-63-610	.00	280.97	280.97
07/19	07/18/2019	72019019	3580	MORCON INDUSTRIAL SPECIA	0024268-IN	1	10-63-610	.00	39.16	39.16
07/19	07/18/2019	72019019	3580	MORCON INDUSTRIAL SPECIA	0024272-IN	1	52-40-610	.00	67.39	67.39
07/19	07/18/2019	72019019	3580	MORCON INDUSTRIAL SPECIA	0024295-IN	1	10-63-610	.00	75.00	75.00
07/19	07/18/2019	72019019	3580	MORCON INDUSTRIAL SPECIA	0024315-IN	1	52-40-610	.00	132.60	132.60

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
07/19	07/18/2019	72019019	3580	MORCON INDUSTRIAL SPECIA	0024317-IN	1	10-81-610	.00	31.64	31.64
07/19	07/18/2019	72019019	3580	MORCON INDUSTRIAL SPECIA	0024319-IN	1	10-66-610	.00	87.43	87.43
07/19	07/18/2019	72019019	3580	MORCON INDUSTRIAL SPECIA	0024320-IN	1	10-63-610	.00	49.43	49.43
07/19	07/18/2019	72019019	3580	MORCON INDUSTRIAL SPECIA	0024321-IN	1	10-66-610	.00	13.53	13.53
07/19	07/18/2019	72019019	3580	MORCON INDUSTRIAL SPECIA	0024345-IN	1	10-63-610	.00	173.98	173.98
07/19	07/18/2019	72019019	3580	MORCON INDUSTRIAL SPECIA	0024397-IN	1	10-55-610	.00	89.54	89.54
07/19	07/18/2019	72019019	3580	MORCON INDUSTRIAL SPECIA	0024452-IN	1	10-63-610	.00	55.25	55.25
Total 72019019:								.00		1,095.92
07/19	07/18/2019	72019020	10640	MOUNTAINLAND SUPPLY COM	S103048180.	1	10-65-615	.00	1,834.04	1,834.04
07/19	07/18/2019	72019020	10640	MOUNTAINLAND SUPPLY COM	S103132441.	1	52-40-610	.00	133.18	133.18
Total 72019020:								.00		1,967.22
07/19	07/18/2019	72019021	16273	SANDRA RAMAKER	01172019	1	10-41-610	.00	81.92	81.92
07/19	07/18/2019	72019021	16273	SANDRA RAMAKER	JULY 2019	1	10-41-290	.00	75.00	75.00
Total 72019021:								.00		156.92
07/19	07/18/2019	72019022	12338	SHAWN TOBLER	080619	1	10-57-230	.00	257.00	257.00
Total 72019022:								.00		257.00
07/19	07/18/2019	72019023	14264	TAYLOR BUNDY	070119	1	10-54-230	.00	133.50	133.50
Total 72019023:								.00		133.50
07/19	07/18/2019	72019024	5290	THATCHER COMPANY	5050650	1	10-81-610	.00	470.60	470.60
07/19	07/18/2019	72019024	5290	THATCHER COMPANY	5050719CR	1	10-81-610	.00	80.00-	80.00-
07/19	07/18/2019	72019024	5290	THATCHER COMPANY	5050889	1	10-81-610	.00	538.60	538.60
Total 72019024:								.00		929.20
07/19	07/18/2019	72019025	15287	TINK'S SUPERIOR AUTO PART	060728CR	1	10-66-250	.00	129.50-	129.50-
07/19	07/18/2019	72019025	15287	TINK'S SUPERIOR AUTO PART	060763	1	52-40-250	.00	189.80	189.80
07/19	07/18/2019	72019025	15287	TINK'S SUPERIOR AUTO PART	060896CR	1	52-40-250	.00	15.00-	15.00-
07/19	07/18/2019	72019025	15287	TINK'S SUPERIOR AUTO PART	061109	1	10-66-250	.00	361.16	361.16
07/19	07/18/2019	72019025	15287	TINK'S SUPERIOR AUTO PART	061264	1	10-66-250	.00	139.72	139.72

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
07/19	07/18/2019	72019025	15287	TINK'S SUPERIOR AUTO PART	061657	1	10-66-250	.00	313.63	313.63
07/19	07/18/2019	72019025	15287	TINK'S SUPERIOR AUTO PART	061675	1	10-66-480	.00	75.99	75.99
07/19	07/18/2019	72019025	15287	TINK'S SUPERIOR AUTO PART	061831	1	10-66-250	.00	230.03	230.03
07/19	07/18/2019	72019025	15287	TINK'S SUPERIOR AUTO PART	061838	1	10-66-480	.00	246.43	246.43
07/19	07/18/2019	72019025	15287	TINK'S SUPERIOR AUTO PART	061841CR	1	10-66-480	.00	119.37-	119.37-
07/19	07/18/2019	72019025	15287	TINK'S SUPERIOR AUTO PART	061841CR	2	10-66-250	.00	110.66-	110.66-
07/19	07/18/2019	72019025	15287	TINK'S SUPERIOR AUTO PART	061909	1	10-66-250	.00	126.50	126.50
07/19	07/18/2019	72019025	15287	TINK'S SUPERIOR AUTO PART	061910	1	10-66-480	.00	5.21	5.21
07/19	07/18/2019	72019025	15287	TINK'S SUPERIOR AUTO PART	061950	1	10-66-250	.00	181.80	181.80
07/19	07/18/2019	72019025	15287	TINK'S SUPERIOR AUTO PART	062036	1	10-66-480	.00	60.02	60.02
07/19	07/18/2019	72019025	15287	TINK'S SUPERIOR AUTO PART	062338	1	10-66-250	.00	4.76	4.76
07/19	07/18/2019	72019025	15287	TINK'S SUPERIOR AUTO PART	062476	1	10-66-250	.00	45.77	45.77
Total 72019025:								.00		1,606.29
07/19	07/18/2019	72019026	15445	TRACY E BECK	072819	1	10-44-230	.00	1,893.37	1,893.37
07/19	07/18/2019	72019026	15445	TRACY E BECK	JULY 2019	1	10-44-290	.00	70.00	70.00
Total 72019026:								.00		1,963.37
07/19	07/18/2019	72019027	15895	VALLEY COLLECTION SERVICE	4088	1	15-70-340	.00	162.50	162.50
Total 72019027:								.00		162.50
07/19	07/18/2019	72019028	15624	VIAM TRANSCRIPTION LLC	1181	1	10-54-310	.00	430.70	430.70
07/19	07/18/2019	72019028	15624	VIAM TRANSCRIPTION LLC	1192	1	10-54-310	.00	159.30	159.30
Total 72019028:								.00		590.00
07/19	07/18/2019	72019029	16298	VICKIE SORENSON	5558-45	1	10-55-610	.00	67.50	67.50
07/19	07/18/2019	72019029	16298	VICKIE SORENSON	5558-45	2	23-85-610	.00	67.50	67.50
07/19	07/18/2019	72019029	16298	VICKIE SORENSON	5558-47	1	23-85-610	.00	25.00	25.00
07/19	07/18/2019	72019029	16298	VICKIE SORENSON	5558-49	1	10-54-610	.00	15.00	15.00
07/19	07/18/2019	72019029	16298	VICKIE SORENSON	5558-50	1	10-55-610	.00	99.00	99.00
Total 72019029:								.00		274.00
07/19	07/18/2019	72019030	15678	VOLTA SYSTEM GROUP LLC	1888	1	10-47-740	.00	1,000.00	1,000.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 72019030:								.00		1,000.00
07/19	07/18/2019	72019031	14218	WARREN B HARDY II	1907	1	10-41-310	.00	4,000.00	4,000.00
Total 72019031:								.00		4,000.00
07/19	07/18/2019	72019032	12380	ZOLL MEDICAL CORPORATION	2728299	1	10-57-615	.00	367.50	367.50
07/19	07/18/2019	72019032	12380	ZOLL MEDICAL CORPORATION	2751623	1	10-57-615	.00	367.50	367.50
07/19	07/18/2019	72019032	12380	ZOLL MEDICAL CORPORATION	2897096	1	10-57-250	.00	480.00	480.00
07/19	07/18/2019	72019032	12380	ZOLL MEDICAL CORPORATION	90035540	1	10-57-250	.00	7,950.00	7,950.00
Total 72019032:								.00		9,165.00
Grand Totals:								.00		452,098.09

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:
Report type: GL detail
[Report].Check Issue Date = 06/30/2019,07/04/2019-07/21/2019

CITY OF MESQUITE
PURCHASE ORDERS REQUIRING COUNCIL APPROVAL
DATE OF COUNCIL MEETING: 8/13/2019

A. P.O's for Not Previously Budget-Approved Items...amounts exceed \$5,000

							For Fiscal Year 2019-2020		
				G/L	Account	Po's to be		Current	Remaining
				Account #	Description	Approved	Original	Budget	Budget
Vendor	Description	Requested By:	Department				Budget	Balance	(Over)Under

B. P.O's for Budgeted Items...amounts exceed \$25,000

							For Fiscal Year 2019-2020		
Adams Pool Solutions	Replaster Indoor Pool	N Montoya	Athletics	10-81-250	GF - Leisure Svcs Equipment Supplies & Maint NC	\$ 48,800	\$ 330,000	\$ 330,000	\$ 281,200
Adams Pool Solutions	Replaster Indoor Pool Deck	N Montoya	Athletics	10-81-250	GF - Leisure Svcs Equipment Supplies & Maint NC	\$ 39,140	\$ 330,000	\$ 281,200	\$ 242,060
Helena Agri Ent LLc	Fertizer, grass seed, insecticide, gypsum and sulper	N Montoya	Athletics	10-76-610	GF - Parks/Grounds Maint Misc Supplies	\$ 60,000	\$ 190,000	\$ 186,825	\$ 126,825
CIMLINE Pavement Maintenance Group	Expending our pavement preservation program emulsion storage tank	B Tanner	Public Works	11-65-740	Fund 11 - Streets & Drainage Capital Outlay	\$ 64,900	\$ 3,808,000	\$ 3,507,931	\$ 3,443,031
Stephen Wade Auto Centers	2020 Chevrolet Tahoe	S Taylor	Police - More Cops	23-85-740	Fund 23 - More Cops Capital Outlay	\$ 35,318	\$ 50,000	\$ 50,000	\$ 14,682
Mesquite Region Economic Development	Economic Development Services for FY 19-20	A Baker	City Manager	43-40-310	Fund 43 - City Marking SRF Prof & Tech Svcs	\$ 190,000	\$ 190,000	\$ 190,000	\$ 0

TRANSFERS FROM:				TRANSFERS TO:			
Fund	Account #	Account Description	Incr.<Decr>	Fund	Account #	Account Description	Incr.<Decr>

NRS 354.5980005
Budget appropriations may be transferred between functions, funds or contingency accounts in the following manner, if such a transfer does not increase the total appropriation for any fiscal year and is not in conflict with other statutory provisions:

- (a) The person designated to administer the budget for local government may transfer appropriations within any function.
- (b) The person designated to administer the budget may transfer appropriations between functions or programs within a fund, if:
 - (1) The governing body is advised of the action at the next regular meeting and
 - (2) The action is recorded in the official minutes of the meeting
- (c) Upon recommendation of the person designated to administer the budget, the governing body may authorize the transfer of appropriations between funds or from the contingency account, if:
 - (1) The governing body announces the transfer of appropriations of a regularly scheduled meeting and sets forth the each amount to be transferred and the accounts, functions, programs and funds affected;
 - (2) The governing body sets forth its reasons for the transfer; and
 - (3) The action is recorded in the official minutes of the meeting.

8/13/2019



City Council Meeting Agenda Item 4

Submitted by: Tracy Beck
Submitting Department: Mayor & Council
Meeting Date: August 13, 2019

Subject:

Presentation to all the local schools with the supplies collected from the public in concert with the July 9th Proclamation for the Back to School Supply Drive.

Recommendation:

Petitioner:

Sandra Ramaker, City Council member

Is this a budgeted item?

No

Fiscal Impact:

Background:

Attachments:

-



City Council Meeting Agenda Item 4

Submitted by: Tracy Beck
Submitting Department: Mayor & Council
Meeting Date: August 13, 2019

Subject:

Presentation to all the local schools with the supplies collected from the public in concert with the July 9th Proclamation for the Back to School Supply Drive.

Recommendation:

Petitioner:

Sandra Ramaker, City Council member

Is this a budgeted item?

No

Fiscal Impact:

Background:

Attachments:

-



PROCLAMATION

Women's Equality Day – August 26, 2019

Each year a special Presidential Proclamation is issued on August 26 to celebrate the ratification of the 19th Amendment to the Constitution, guaranteeing to American women the right to vote.

Next year will be the 100th Anniversary of the passage of the 19th Amendment.

Having the right to vote is one of our most fundamental constitutional rights, but it is not the same as having equal representation in government. Passage of the 19th Amendment did not guarantee that women's voices would be heard in the halls of government.

It has taken almost another 100 years after women suffrage for women to become active participants in our government institutions.

Today four-fifths of the states in our union have a larger population of women voters than of men, but their representation is nowhere near that ratio in many of their respective state legislatures.

The men and women of Nevada can be proud that ninety-nine years after the passage of the 19th Amendment, voters in our state took a history-making leadership role in the struggle for equal rights, by becoming the first state in the nation to elect a female majority state legislature.

Women's issues are everyone's issues. Greater participation by women in our government helps us build an America where the dignity of every person is respected, and where opportunity is within the reach of all its citizens.

On Women's Equality Day, we honor the contributions and accomplishments of women throughout our history, and pay tribute to all those who helped bring equality to women in America.

NOW, THEREFORE, I, and the Mesquite City Council, proclaim August 26, 2019 as Women's Equality Day in Mesquite Nevada.

Allan S. Litman, Mayor

Tracy E. Beck, City Clerk



City Council Meeting Agenda Item 6

Submitted by: Aaron Baker

Submitting Department: City Manager

Meeting Date: August 13, 2019

Subject:

Consideration of Resolution 995 finding that the sale of approximately 0.51 acres of city-owned property located at 225 Jody Court is in the best interest of the City of Mesquite, authorizing the sale to Scott E. Webb for appraised value, and other matters properly related thereto.

-Public Hearing

-Discussion and Possible Action

Recommendation:

Approve Resolution 995 finding that the sale of approximately 0.51 acres of city-owned property located at 225 Jody Court is in the best interest of the City of Mesquite, authorizing the sale to Scott E. Webb for appraised value, and other matters properly related thereto.

Petitioner:

Aaron Baker, Assistant to the City Manager

Is this a budgeted item?

No

Fiscal Impact:

Approximately \$40,000 of the proceeds would be used to repay Fund 11. The remainder would follow past resolutions dictating that 75% of land sale proceeds go in Fund 43 and the other 25% goes into Fund 44.

Background:

Recently, Mr. Scott E. Webb's real estate agent submitted purchase agreement to the City for 225 Jody Court. The City acquired this lot and two others when it finished the improvements in Leavitt Estates. Recently, the City sold the other two lots. This is the last City lot in Leavitt Estates.

The City Charter 2.330 outlines the process by which the City can dispose of real property that is less than 25,000 square feet.

First, the property must be less than 25,000 square feet. This lot is 22,268.

Second, a notice must be published at least once in the newspaper, setting forth the description of the property proposed to be sold. Staff has published the necessary requirements in the appropriate newspapers.

Third, the City Council must hold a public hearing on the matter not less than 10 days and not more than 20 days after the date of the publication of the notice. This agenda item meets this requirement.

Fourth, the City must obtain an appraisal of the property. An appraisal has been completed and is attached to this item.

Fifth, at the public hearing, the City Council must adopt a resolution finding that the sale of the property is in the best interest of the City without first offering the real property to the public. The draft resolution contains the requisite language.

The Charter requires that as part of the transfer, a provision be recorded with the transfer of the property that states that "Any change to an ordinance governing the zoning or use of the real property is void if the change takes place within 5 years after the date of the sale or lease, unless any such change applies to all real property within the applicable zoning district."

Mr. Webb has submitted his offer via a realtor. On these types of sales, the City does not pay a commission. Consequently, any compensation that the realtor would receive would not come from the City.

Mr. Webb is paying cash for the property. There will be a \$1,000 earnest money deposit and he will have until August 31, 2019 to close. For the last two sales, all closing costs, including the appraisal, were evenly split with the buyer. Staff would recommend the same in this case.

The buyer is asking to be able to take title in an LLC or other legal entity in which buyer has a majority interest. The City does not have a policy against that. Consequently, staff has no objection.

If this agenda item is approved by the Council, the purchase agreement will need to be updated to reflect the approved terms.

Attachments:

- [20190723 225 Jody CRT - Vacant Land Purchase Agreement.pdf](#)
- [Appraisal for 225 Jody Court.pdf](#)
- [Charter Sec 2 330 Sale of Property less than 25000 Square Feet.pdf](#)
- [Location Map for 225 Jody Court.pdf](#)
- [Resolution 995 - Land Sale 225 Jody Court \(1\).pdf](#)



VACANT LAND PURCHASE AGREEMENT

(Joint Escrow Instructions)

Date: 07/23/2019

Scott E. Webb ("Buyer"), hereby offers to purchase
225 Jody CRT ("Property/Legal"),
 consisting of Approximately .51 (X) acres () square feet of land, within the city or unincorporated area of
Mesquite, County of Clark, State of Nevada, Zip 89027,
 A.P.N. # 001-18-812-001 for the purchase price of \$ 75,000.00 ("Purchase Price")
 which is \$ 3.30 per (X) sq. ft. () acre on the following terms and conditions. If a survey determines there is a difference
 in net () acreage (X) square footage from that described above, the price () shall (X) shall not be adjusted based upon the per
 square foot/acreage purchase price.

Offer & Acceptance

1. FINANCIAL TERMS & CONDITIONS:

- \$ 1,000.00 **A. EARNEST MONEY DEPOSIT** ("EMD") is ☐ presented with this offer **-OR-** ☒ wired to escrow within 1 working day of acceptance. Upon Acceptance, Earnest Money to be deposited within one (1) business day from acceptance of offer (as defined in Section 22 herein) -OR- business days if wired to: ☒ Escrow Holder, ☐ Buyer's Broker's Trust Account, -OR- ☐ Seller's Broker's Trust Account. (NOTE: It is a felony in the State of Nevada—punishable by up to four years in prison and a \$5,000 fine—to write a check for which there are insufficient funds. NRS 193.130(2)(d).)
- \$ **B. ADDITIONAL DEPOSIT** to be placed in escrow on or before (date) . The additional deposit will – OR – will not be considered part of the EMD. (Any conditions on the additional deposit should be set forth in Section 27 herein.)
- \$ **C. CONTINGENCY DEPOSIT** to be placed in escrow on or before (date) . This deposit shall be released to seller upon removal of the contingencies described in Section 3 below. Buyer agrees to sign any documentation required by the title company to effectuate the release to the seller.
- \$ **D. THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING FOR A NEW LOAN:**
☐ Conventional ☐ Other (specify) .
- \$ **E. THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING TO ASSUME THE FOLLOWING EXISTING LOAN(S):** ☐ Conventional
☐ Other (specify) .
 Interest: ☐ Fixed rate, years – OR – ☐ Adjustable Rate, years. Seller further agrees to provide the Promissory Note and the most recent monthly statement of all loans to be assumed by Buyer within FIVE (5) calendar days of acceptance of offer.
- \$ **F. BUYER TO EXECUTE A PROMISSORY NOTE SECURED BY DEED OF TRUST PER TERMS IN THE "FINANCING ADDENDUM" which is attached hereto.**
- \$ 74,000.00 **G. BALANCE OF PURCHASE PRICE** (Balance of Down Payment) in Good Funds to be paid prior to Close of Escrow ("COE").
- \$ 75,000.00 **H. TOTAL PURCHASE PRICE.** (This price. DOES NOT include closing costs, prorations, or other fees and costs associated with the purchase of the Property as defined herein.)

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: Scott E. Webb BUYER(S) INITIALS: SW /

Property Address: 225 Jody CRT Mesquite 89027 SELLER(S) INITIALS: /

2. ADDITIONAL FINANCIAL TERMS & CONTINGENCIES:

A. CASH PURCHASE: Within 5 business days of Acceptance, Buyer agrees to provide written evidence from a bona fide financial institution of sufficient cash available to complete this purchase. If Buyer does not submit the written evidence within the above period, Seller reserves the right to terminate this Agreement.

3. ADDITIONAL CONTINGENCIES (MARK THOSE THAT APPLY):

- A. () Zoning: Buyer shall have _____ calendar days from acceptance to assure itself, at Buyer’s expense, of the availability of any necessary approval by governmental authorities for variances, zoning changes, annexation and or use permits.
- B. () Existing leases and service contracts: Within _____ calendar days of acceptance Seller shall deliver copies of all existing rental agreements and service contracts which run beyond closing. Buyer shall have _____ calendar days after receipt to approve of the leases and/or service contracts. Estoppel certificates: Seller shall deliver fully executed estoppel certificates if requested by the Buyer
- C. Within five (5) calendar days of acceptance Seller shall deliver to buyer copies of, all of the following items in Seller’s possession:
 - i. Soils, geotechnical reports, appraisals, environmental studies;
 - ii. Current zoning documentation;
 - iii. Vacant land disclosure;
 - iv. Open Range Disclosure pursuant to NRS 113.665;
 - v. Proof of beneficial use if water rights are being transferred with the sale of the Property as a part of this transaction;
 - vi. Hazardous Conditions: Buyer shall have _____ days to complete a Phase 1 environmental study, at Buyer’s expense, to satisfy itself with regard to the environmental aspects of the Property.
 - vii. Other _____

4. SELLER WARRANTIES:

- A. Seller warrants that Seller has not received nor is Seller aware of any notification, demand or request (or any pending or threatened action or litigation) from governmental or quasi-governmental authority having jurisdiction, requiring any work to be done on or affecting the property or indicating an intent to condemn the property or any portion thereof.
- B. Seller warrants that Seller has no actual knowledge of any violation of law, municipal or county ordinances or other legal requirements affecting the property, or with respect to the use of occupancy thereof, or construction thereon.
- C. Seller further warrants that in the event Seller acquires any such knowledge or receives any such notice or notices prior to the close of escrow Seller shall correct any problem at Seller's sole cost and expense on or before close of escrow, said information or notices shall be submitted to Buyer for its examination and written approval.

5. IRC 1031 EXCHANGE: Seller and/or Buyer may make this transaction part of an IRC 1031 exchange. The party electing to make this transaction part of an IRC 1031 exchange will pay all additional expenses associated therewith, at no cost to the other party. The other party agrees to execute any and all documents necessary to effectuate such an exchange.

6. ESCROW:

A. OPENING OF ESCROW: The purchase of the Property shall be consummated through Escrow (“Escrow”). Opening of Escrow shall take place by the end of one (1) calendar day after execution of this Agreement (Opening of Escrow”), at Fidelity National Title title or escrow company (“Escrow Company” or “Escrow Holder”) with Jennifer Melchor (“Escrow Officer”) (or such other escrow officer as Escrow Company may assign). Opening of Escrow shall occur upon Escrow Company’s receipt of this fully accepted Agreement and receipt of the EMD (if applicable). Escrow Holder will notify the Parties (through their respective Brokers) of the Opening date and the Escrow Number.

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer’s Name:
Scott E. Webb

BUYER(S) INITIALS:


Property Address:
225 Jody CRT
Mesquite
89027

SELLER(S) INITIALS:

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B. EARNEST MONEY: Upon Seller and Buyer signing this Agreement and all counteroffers or addenda, Buyer's EMD as shown in Paragraph 1(A), and 1(B) if applicable, of this Agreement, shall be deposited per the Earnest Money Receipt Notice and Instructions contained herein.

C. CLOSE OF ESCROW: Close of Escrow ("COE") shall be on (date) 08/31/2019. If the designated date falls on a weekend or holiday, COE shall be the next business day.

D. IRS DISCLOSURE: Seller is hereby made aware that there is a regulation that requires all ESCROW HOLDERS to complete a modified 1099 form, based upon specific information known only between parties in this transaction and the ESCROW HOLDER. Seller is also made aware that ESCROW HOLDER is required by federal law to provide this information to the Internal Revenue Service after COE in the manner prescribed by federal law.

7. BUYER'S DUE DILIGENCE: Buyer's obligation is x is not _____ conditioned on the Buyer's Due Diligence as defined in this section 7(A) below. This condition is referred to as the "Due Diligence Condition" if checked in the affirmative, Sections 7 (A) through (C) shall apply; otherwise they do not. Buyer shall have 10 calendar days from Acceptance (as defined in Section 22 herein) to complete Buyer's Due Diligence. Seller agrees to cooperate with Buyer's Due Diligence.

A. PROPERTY INSPECTION/CONDITION: During the Due Diligence Period, Buyer shall take such action as Buyer deems necessary to determine whether the Property is satisfactory to Buyer including, but not limited to, whether the Property is insurable to Buyer's satisfaction, whether there are unsatisfactory conditions surrounding or otherwise affecting the Property (such as location of flood zones, airport noise, noxious fumes or odors, environmental substances or hazards, whether the Property is properly zoned, locality to freeways, railroads, places of worship, schools, etc.) or any other concerns Buyer may have related to the Property. During such Period, Buyer shall have the right to conduct, non-invasive/non-destructive inspections through licensed and bonded contractors or other qualified professionals. Seller agrees to provide reasonable access to the Property to Buyer and Buyer's inspectors. Buyer agrees to indemnify and hold Seller harmless with respect to any injuries suffered by Buyer or third parties present at Buyer's request while on Seller's Property conducting such inspections, tests or walk-throughs. Buyer's indemnity shall not apply to any injuries suffered by Buyer or third parties present at Buyer's request that are the result of an intentional tort, gross negligence or any misconduct or omission by Seller, Seller's Agent or other third parties on the Property. Buyer is advised to consult with appropriate professionals regarding neighborhood or Property conditions, including but not limited to: schools; proximity and adequacy of law enforcement; proximity to commercial, industrial, or agricultural activities; crime statistics; fire protection; other governmental services; existing and proposed transportation; construction and development; noise or odor from any source; and other nuisances, hazards or circumstances. If Buyer cancels this Agreement due to a specific inspection report, Buyer shall provide Seller at the time of cancellation with a copy of the report containing the name, address, and telephone number of the inspector.

B. BUYER'S RIGHT TO CANCEL OR RESOLVE OBJECTIONS: If Buyer determines, in Buyer's sole discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence Deadline referenced in Section 7, cancel the Purchase Agreement by providing written notice to the Seller, whereupon the Earnest Money Deposit referenced in Section 1(A) shall be released to the Buyer without the requirement of further written authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 7, resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence.

C. FAILURE TO CANCEL OR RESOLVE OBJECTIONS: If Buyer fails to cancel the Purchase Agreement or fails to resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence, as provided in Section 7, **Buyer shall be deemed to have waived the Due Diligence Condition.**

BUYER(S) INITIALS: SW

D. INSPECTIONS: Acceptance of this offer is subject to the following reserved right. Buyer may have the Property inspected and select the licensed contractors, certified building inspectors and/or other qualified professionals who will inspect the Property. *It is strongly recommended that Buyer retain licensed Nevada professionals to conduct inspections.* If any inspection is not completed and requested repairs are not delivered to Seller within the Due Diligence Period, Buyer is deemed to have waived the right to that inspection and Seller's liability for the cost of all repairs that inspection would have

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: Scott E. Webb BUYER(S) INITIALS: SW / _____
 Property Address: 225 Jody CRT Mesquite 89027 SELLER(S) INITIALS: _____ / _____
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reasonably identified had it been conducted, except as otherwise provided by law. The foregoing expenses for inspections will be paid outside of Escrow unless the Parties present instructions to the contrary prior to COE, along with the applicable invoice.

(Identify which party shall pay for the inspection noted below either: SELLER, BUYER, 50/50, WAIVED or N/A.)

Type	Paid By	Type	Paid By	Type	Paid By
Survey (type):	Waived	Septic Inspection	N/A	Inspection	Buyer
Soils Inspection	Buyer	Well Inspection (Quantity)	N/A	Well Inspection (Quality)	Waived
Other:		Other:		Other:	

E. CERTIFICATIONS: In the event an inspection reveals areas of concern, Buyer reserves the right to require a certification. The expenses for certifications will be paid outside of Escrow unless the Parties present instructions to the contrary prior to COE (along with the applicable invoice). A certification is not a warranty.

8. FEES, AND PRORATIONS (Identify which party shall pay the costs noted below either: SELLER, BUYER, 50/50, WAIVED or N/A.)

A. TITLE, ESCROW & APPRAISAL FEES:

Type	Paid By	Type	Paid By	Type	Paid By
Escrow Fees	50/50	Appraisal	Buyer	Owner’s Title Policy	Seller
Real Property Transfer Tax	Seller	Other:		Other:	

B. PRORATIONS: Any and all rents, taxes, interest, Common Interest Community (CIC) fees, trash service fees, payments on bonds, SIDs, LIDs, and assessments assumed by the Buyer, and other expenses of the property shall be prorated as of the date of the recordation of the deed. Security deposits, advance rentals or considerations involving future lease credits shall be credited to the Buyer. All prorations will be based on a 30-day month and will be calculated as of COE. Prorations will be based upon figures available at closing. Any supplementals or adjustments that occur after COE will be handled by the parties outside of Escrow.

C. PRELIMINARY TITLE REPORT: Within ten (10) business days of Opening of Escrow, Title Company shall provide Buyer with a Preliminary Title Report (“PTR”) to review, which must be approved or rejected within five (5) business days of receipt thereof. If Buyer does not object to the PTR within the period specified above, the PTR shall be deemed accepted. If Buyer makes an objection to any item(s) contained within the PTR, Seller shall have five (5) business days after receipt of objections to correct or address the objections. If, within the time specified, Seller fails to have each such exception removed or to correct each such objection, Buyer shall have the option to: (a) terminate this Agreement by providing notice to Seller and Escrow Officer, entitling Buyer to a refund of the EMD or (b) elect to accept title to the Property as is. All title exceptions approved or deemed accepted are hereafter collectively referred to as the “Permitted Exceptions.”

9. TITLE INSURANCE: This Purchase Agreement is contingent upon the Seller’s ability to deliver, good and marketable title as evidenced by a policy of title insurance, naming Buyer as the insured in an amount equal to the purchase price, furnished by the title company identified in Section 6(A). Said policy shall be in the form necessary to effectuate marketable title or its equivalent and shall be paid for as set forth in Section 8(A).

10. COMMON-INTEREST COMMUNITIES: If the Property is subject to a Common Interest Community (“CIC”), Seller shall provide AT SELLER’S EXPENSE the CIC documents as required by NRS 116.4109 (collectively, the “resale package”). Seller shall request the resale package within two (2) business days of Acceptance and provide the same to Buyer within one (1) business day of Seller’s receipt thereof.

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer’s Name:

Scott E. Webb

BUYER(S) INITIALS:

Property Address:

225 Jody CRT
 Mesquite
 89027

SELLER(S) INITIALS:

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- Pursuant to NRS 116.4109, Buyer may cancel this Agreement without penalty until midnight of the fifth (5th) calendar day following the date of receipt of the resale package. If Buyer elects to cancel this Agreement pursuant to this statute, he/she must deliver, via hand delivery or prepaid U.S. mail, a written notice of cancellation to Seller or his authorized agent.
- If Buyer does not receive the resale package within fifteen (15) calendar days of Acceptance, this Agreement may be cancelled in full by Buyer without penalty. Notice of cancellation shall be delivered pursuant to Section 24 of the A.
- Upon such written cancellation, Buyer shall promptly receive a refund of the EMD. The parties agree to execute any documents requested by ESCROW HOLDER to facilitate the refund. If written cancellation is not received within the specified time period, the resale package will be deemed approved. Seller shall pay all outstanding CIC fines or penalties at COE.

A. **CIC RELATED EXPENSES:** (Identify which party shall pay the costs noted below either: SELLER, BUYER, 50/50, WAIVED or N/A.)

Type	Paid By	Type	Paid By	Type	Paid By
CIC Demand	N/A	CIC Capital Contribution	N/A	CIC Transfer Fees	N/A
Other: _____		Other: _____		Other: _____	

11. FEDERAL FAIR HOUSING COMPLIANCE AND DISCLOSURES: All properties are offered without regard to race, color, religion, sex, national origin, age, gender identity or expression, familial status, sexual orientation, ancestry, or handicap and any other current requirements of federal or state fair housing laws.

12. DELIVERY OF POSSESSION: Seller shall deliver the Property upon COE. Seller agrees to vacate the Property and leave the Property in a neat orderly condition and tender possession no later than X COE -OR- _____. In the event Seller does not vacate the Property by this time, Seller shall be considered a trespasser in addition to Buyer’s other legal and equitable remedies. Any personal property left on the Property after the date indicated in this section shall be considered abandoned by Seller.

13. WATER RIGHTS: The following water rights will be transferred with the sale of the Property with no real value unless stated otherwise herein: none (X) -OR- (____) none remaining with the property -OR- _____ shares permit #_____ certificate #_____. Should water rights be transferred with the sale of the Property proof of beneficial use shall be provided to the Buyer within five (5) days of Acceptance.

14. RISK OF LOSS: Risk of loss shall be governed by NRS 113.040. This law provides generally that if all or any material part of the Property is destroyed before transfer of legal title or possession, Seller cannot enforce the Agreement and Buyer is entitled to recover any portion of the sale price paid. If legal title or possession has transferred, risk of loss shall shift to Buyer.

15. ASSIGNMENT OF THIS AGREEMENT: Unless otherwise stated herein, this Agreement is non-assignable by Buyer.

16. CANCELLATION OF AGREEMENT: In the event this Agreement is properly cancelled in accordance with the terms contained herein, then Buyer will be entitled to a refund of the EMD. Neither Buyer nor Seller will be reimbursed for any expenses incurred in conjunction with due diligence, inspections, appraisals or any other matters pertaining to this transaction (unless otherwise provided herein).

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer’s Name: Scott E. Webb BUYER(S) INITIALS: SW / _____
 Property Address: 225 Jody CRT 89027 SELLER(S) INITIALS: _____ / _____
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A. MEDIATION: Before any legal action is taken to enforce any term or condition under this Agreement, the parties agree to engage in mediation, a dispute resolution process, through GLVAR or a mediator mutually agreed upon by the parties. Mediation fees, if any, shall be divided equally among the parties involved.



B. IF SELLER DEFAULTS: If Seller defaults in performance under this Agreement, Buyer reserves all legal equitable rights (such as specific performance) against Seller, and Buyer may seek to recover Buyer's actual damages by Buyer due to Seller's default.

Instructions to Escrow

19. UNCLAIMED FUNDS: In the event that funds from this transaction remain in an account, held by ESCROW HOLDER, for such a period of time that they are deemed “abandoned” under the provisions of Chapter 120A of the Nevada Revised Statutes, ESCROW HOLDER is hereby authorized to impose a charge upon the dormant escrow account. Said charge shall be no less than \$5.00 per month and may not exceed the highest rate of charge permitted by statute or regulation. ESCROW HOLDER is further authorized and directed to deduct the charge from the dormant escrow account for as long as the funds are held by ESCROW HOLDER.

Buyer's Name: Scott E. Webb BUYER(S) INITIALS: SW /
 Property Address: 225 Jody CRT Mesquite 89027 SELLER(S) INITIALS: /
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Brokers

20. BROKER FEES: Buyer herein requires, and Seller agrees, as a condition of this Agreement, that Seller will pay Listing Broker and Buyer’s Broker, who becomes by this clause a third party beneficiary to this Agreement, that certain sum and/or percentage of the purchase price (commission), that Seller, or Seller’s Broker, offered for the procurement of ready, willing and able Buyer via the Multiple Listing Service, any other advertisement or written offer. Seller understands and agrees that if Seller defaults hereunder, Buyer’s Broker, as a third-party beneficiary of this Agreement, has the right to pursue all legal recourse against Seller for any commission due. **In addition to any amount due to Buyer’s Broker from Seller or Seller’s Broker, Buyer ☒ will –OR– ☐ will not pay Buyer’s Broker additional compensation in an amount determined between the Buyer and Buyer’s Broker.**

21. WAIVER OF CLAIMS: Buyer and Seller agree that they are not relying upon any representations made by Brokers or Broker’s agent. Buyer acknowledges that at COE, the Property will be sold AS-IS, WHERE-IS without any representations or warranties, unless expressly stated herein. Buyer agrees to satisfy himself, as to the condition of the Property, prior to COE. Buyer acknowledges that any statements of acreage or square footage by Brokers are simply estimates, and Buyer agrees to make such measurements, as Buyer deems necessary, to ascertain actual acreage or square footage. Buyer waives all claims against Brokers for (a) defects in the Property; (b) inaccurate estimates of acreage or square footage; (c) environmental waste or hazards on the Property; (d) the fact that the Property may be in a flood zone; (e) the Property’s proximity to freeways, airports or other nuisances; (f) the zoning of the Property; (g) tax consequences; or (h) factors related to Buyer’s failure to conduct walk-throughs or inspections. Buyer assumes full responsibility for the foregoing and agrees to conduct such tests, walk-throughs, inspections and research, as Buyer deems necessary. In any event, Broker’s liability is limited, under any and all circumstances, to the amount of that Broker’s commission/fee received in this transaction.

Other Matters

22. DEFINITIONS: “Acceptance” means the date that both parties have consented to a final, binding contract by affixing their signatures to this Agreement and all counteroffers and said Agreement and all counteroffers have been delivered to both parties pursuant to Section 23 herein. “Agent” means a licensee working under a Broker. “Agreement” includes this document as well as all accepted counteroffers and addenda. “ALTA” means the American Land Title Association.” “Appurtenance” means an object attached to or a right to be used with land. “Bona Fide” means genuine. “Buyer” means one or more individuals or the entity that intends to purchase the Property. “Broker” means the Nevada licensed real estate broker listed herein representing Seller and/or Buyer (and all real estate agents associated therewith). “Calendar Day” means a calendar day from/to midnight unless otherwise specified. “CIC” means Common Interest Community (formerly known as “HOA” or homeowners associations). “CIC Capital Contribution” means a one-time, non-administrative fee, cost or assessment charged by the CIC upon change of ownership. “CIC Transfer Fees” means the administrative service fee charged by a CIC to transfer ownership records. “CLTA” means the California Land Title Association. “COE” means the time of recordation of the deed in Buyer’s name. “Default” means the failure of a Party to observe or perform any of its material obligations under this Agreement; also known as breach of contract. “Down Payment” is the Purchase Price less loan amount(s). “EMD” means Buyer’s earnest money deposit. “Escrow Holder” means the neutral party that will handle the escrow. “Estoppel” means to assess the existing terms of lease obligations of existing tenants in a tenant-occupied property transaction. “GLVAR” means the Greater Las Vegas Association of REALTORS®. “Good Funds” means an acceptable form of payment determined by ESCROW HOLDER in accordance with NRS 645A.171. “Gross Acres” means the entire acreage of a site including developable and undevelopable portions. “IRC” means the Internal Revenue Code (tax code). “LID” means Limited Improvement District. “MAI” means a Master of Appraisal Institute designee who is experienced in the valuation and evaluation of commercial, industrial, residential and other types of properties. “Net Acres” means the portion of a site that can actually be developed. “NRS” means Nevada Revised Statutes as Amended. “Party” or “Parties” means Buyer and Seller. “PTR” means Preliminary Title Report. “Property” means the real property and any personal property included in the sale as provided herein. “Receipt” means delivery to the party or the party’s agent. “Seller” means one or more individuals or the entity that is the owner of the Property. “SID” means Special Improvement District. “Title Company” means the company that will provide title insurance. “USC” is the United States Code.

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer’s Name: Scott E. Webb BUYER(S) INITIALS: [Signature] /
Property Address: 225 Jody CRT Mesquite 89027 SELLER(S) INITIALS: _____ /
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23. SIGNATURES, DELIVERY, AND NOTICES:

A. This Agreement may be signed by the parties on more than one copy, which, when taken together, each signed copy shall be read as one complete form. This Agreement (and documents related to any resulting transaction) may be signed by the parties manually or digitally. Facsimile signatures may be accepted as original.

B. Delivery of all instruments or documents associated with this Agreement shall be delivered to the Agent for Seller or Buyer.

C. Except as otherwise provided herein or by Nevada Statute, when a Party wishes to provide notice as required in this Agreement, such notice shall be sent regular mail and/or by facsimile or electronic transmission to the Agent for that Party. The notification shall be effective when mailed and/or faxed or received by electronic transmission. Any cancellation notice shall be sent to Escrow.

24. APPURTENANCES: The following appurtenances will be transferred with the sale of the Property with no real value unless stated otherwise herein: None.

25. OTHER ESSENTIAL TERMS: Time is of the essence. No change, modification or amendment of this Agreement shall be valid or binding unless such change, modification or amendment shall be in writing and signed by each party. This Agreement will be binding upon the heirs, beneficiaries and devisees of the parties hereto. This Agreement is executed and intended to be performed in the State of Nevada, and the laws of that state shall govern its interpretation and effect. The parties agree that the county and state in which the Property is located is the appropriate forum for any action relating to this Agreement. Should any party hereto retain counsel for the purpose of initiating litigation to enforce or prevent the breach of any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorneys fees and costs incurred by such prevailing party.

THIS IS A LEGALLY BINDING CONTRACT. All parties are advised to seek independent legal and tax advice to review the terms of this Agreement.

NO REAL ESTATE BROKER/AGENT MAY SIGN FOR A PARTY TO THIS AGREEMENT UNLESS THE BROKER OR AGENT HAS A PROPERLY EXECUTED POWER OF ATTORNEY TO DO SO.

THIS FORM HAS BEEN APPROVED BY THE GREATER LAS VEGAS ASSOCIATION OF REALTORS® (GLVAR). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

This form is available for use by the real estate industry. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark, which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

26. ADDENDUM(S) ATTACHED:
None

27. ADDITIONAL TERMS:
Buyer may take title in an LLC or other legal entity in which Buyer has a majority interest.

Buyer is aware that the property will be sold based on the appraised value, pursuant to the City of Mesquite's Real Estate Policy. Appraisal should take into consideration any fill that could be required.

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: Scott E. Webb BUYER(S) INITIALS: SW /
Property Address: 225 Jody CRT Mesquite 89027 SELLER(S) INITIALS: /
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Buyer's Acknowledgement of Offer

Confirmation of Representation: The Buyer is represented in this transaction by:

Buyer's Broker: <u>Richard Bowler</u>	Agent's Name: <u>Richard Bowler</u>
Company Name: <u>Bowler Realty</u>	Agent's License Number: <u>B.0032022</u>
Broker's License Number: <u>B.0032022</u>	Office Address: <u>12 W. Mesquite Blvd. #113</u>
Phone: <u>(702) 218-1195</u>	City, State, Zip: <u>Mesquite, NV 89027</u>
Fax: <u>(702) 346-7816</u>	Email: <u>rbowler1@me.com</u>

BUYER LICENSEE DISCLOSURE OF INTEREST: Pursuant to NRS 645.252(1)(c), a real estate licensee must disclose if he/she is a principal in a transaction or has an interest in a principal to the transaction. Licensee declares that he/she:

☒ **DOES NOT** have an interest in a principal to the transaction. **-OR-**
☐ **DOES** have the following interest, direct or indirect, in this transaction: ☐ Principal (Buyer) **-OR-** ☐ family or firm relationship with Buyer or ownership interest in Buyer (if Buyer is an entity): (specify relationship)

Seller must respond by: 5:00 (☐AM☒PM) on (month) August, (day) 10, (year) 2019. Unless this Agreement is accepted, rejected or countered below and delivered to the Buyer's Broker before the above date and time, this offer shall lapse and be of no further force and effect. Upon Acceptance, Buyer agrees to be bound by each provision of this Agreement, and all signed addenda, disclosures, and attachments.

	<u>Scott M. Webb</u>	<u>07/23/2019</u>	<u>10:56 AM</u>
Buyer's Signature	Buyer's Printed Name	Date	Time

_____	_____	_____	_____
Buyer's Signature	Buyer's Printed Name	Date	Time

Seller's Response

Confirmation of Representation: The Seller is represented in this transaction by:

Seller's Broker: _____	Agent's Name: _____
Company Name: _____	Agent's License Number: _____
Broker's License Number: _____	Office Address: _____
Phone: _____	City, State, Zip: _____
Fax: _____	Email: _____

SELLER LICENSEE DISCLOSURE OF INTEREST: Pursuant to NRS 645.252(1)(c), a real estate licensee must disclose if he/she is a principal in a transaction or has an interest in a principal to the transaction. Licensee declares that he/she:

☐ **DOES NOT** have an interest in a principal to the transaction. **-OR-**
☐ **DOES** have the following interest, direct or indirect, in this transaction: ☐ Principal (Seller) **-OR-** ☐ family or firm relationship with Seller or ownership interest in Seller (if Seller is an entity): (specify relationship)

FIRPTA: If applicable (as designated in the Seller's Response herein), Seller agrees to complete, sign, and deliver to Buyer's FIRPTA Designee a certificate indicating whether Seller is a foreign person or a nonresident alien pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA). A foreign person is a nonresident alien individual; a foreign corporation not treated as a domestic corporation; or a foreign partnership, trust or estate. A resident alien is not considered a foreign person under FIRPTA. Additional information for determining status may be found at www.irs.gov. Buyer and Seller understand that

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: <u>Scott E. Webb</u>	BUYER(S) INITIALS:  / _____
Property Address: <u>225 Jody CRT</u> <u>Mesquite</u> <u>89027</u>	SELLER(S) INITIALS: _____ / _____

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1 if Seller is a foreign person then the Buyer must withhold a tax in an amount to be determined by Buyer’s FIRPTA Designee in
2 accordance with FIRPTA, unless an exemption applies. Seller agrees to sign and deliver to the Buyer’s FIRPTA Designee the
3 necessary documents, to be provided by the Buyer’s FIRPTA Designee, to determine if withholding is required. (See 26 USC
4 Section 1445).

5
6 SELLER DECLARES that he/she _____ **is not –OR–** _____ **is** a foreign person therefore subjecting this transaction to FIRPTA
7 withholding. **SELLER(S) INITIALS:** _____/_____

8
9 _____ **ACCEPTANCE:** Seller(s) acknowledges that he/she accepts and agrees to be bound by each provision of this Agreement,
10 and all signed addenda, disclosures, and attachments.

11
12 _____ **COUNTER OFFER:** Seller accepts the terms of this Agreement subject to the attached Counter Offer #1.

13
14 _____ **REJECTION:** In accordance with NAC 645.632, Seller hereby informs Buyer the offer presented herein **is not** accepted.

15
16
17 _____: _____ ☐AM/☐PM
18 Seller’s Signature _____ Seller’s Printed Name _____ Date _____ Time _____

19
20
21 _____: _____ ☐AM/☐PM
22 Seller’s Signature _____ Seller’s Printed Name _____ Date _____ Time _____

23

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer’s Name: Scott E. Webb BUYER(S) INITIALS:  / _____
Property Address: 225 Jody CRT Mesquite 89027 SELLER(S) INITIALS: _____ / _____
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DUTIES OWED BY A NEVADA REAL ESTATE LICENSEE*This form does not constitute a contract for services nor an agreement to pay compensation.*

In Nevada, a real estate licensee is required to provide a form setting forth the duties owed by the licensee to:

- Each party for whom the licensee is acting as an agent in the real estate transaction, and
- Each unrepresented party to the real estate transaction, if any.

Licensee: The licensee in the real estate transaction is Richard Bowler
 whose license number is B.0032022. The licensee is acting for [client's name(s)] Scott E. Webb
 who is/are the ☐ Seller/Landlord; ☐ Buyer/Tenant.
Broker: The broker is Richard Bowler, whose company is Bowler Realty.
Are there additional licensees involved in this transaction? ☐ Yes ☐ No **If yes, Supplemental form 525A is required.**

Licensee's Duties Owed to All Parties:

A Nevada real estate licensee shall:

- Not deal with any party to a real estate transaction in a manner which is deceitful, fraudulent or dishonest.
- Exercise reasonable skill and care with respect to all parties to the real estate transaction.
- Disclose to each party to the real estate transaction as soon as practicable:
 - Any material and relevant facts, data or information which licensee knows, or with reasonable care and diligence the licensee should know, about the property.
 - Each source from which licensee will receive compensation.
- Abide by all other duties, responsibilities and obligations required of the licensee in law or regulations.

Licensee's Duties Owed to the Client:

A Nevada real estate licensee shall:

- Exercise reasonable skill and care to carry out the terms of the brokerage agreement and the licensee's duties in the brokerage agreement;
- Not disclose, except to the licensee's broker, confidential information relating to a client for 1 year after the revocation or termination of the brokerage agreement, unless licensee is required to do so by court order or the client gives written permission;
- Seek a sale, purchase, option, rental or lease of real property at the price and terms stated in the brokerage agreement or at a price acceptable to the client;
- Present all offers made to, or by the client as soon as practicable, unless the client chooses to waive the duty of the licensee to present all offers and signs a waiver of the duty on a form prescribed by the Division;
- Disclose to the client material facts of which the licensee has knowledge concerning the real estate transaction;
- Advise the client to obtain advice from an expert relating to matters which are beyond the expertise of the licensee; and
- Account to the client for all money and property the licensee receives in which the client may have an interest.

Duties Owed By a broker who assigns different licensees affiliated with the brokerage to separate parties.

Each licensee shall not disclose, except to the real estate broker, confidential information relating to client.

Licensee Acting for Both Parties:

The Licensee

MAY [] / [] **OR** MAY NOT [SW] / []
 in the future act for two or more parties who have interests adverse to each other. In acting for these parties, the licensee has a conflict of interest. Before a licensee may act for two or more parties, the licensee must give you a "Consent to Act" form to sign.

I/We acknowledge receipt of a copy of this list of licensee duties, and have read and understand this disclosure.

Seller/Landlord: _____ Date: _____ Time: _____

Seller/Landlord: _____ Date: _____ Time: _____

OR
 Buyer/Tenant: Scott Webb  Date: 07/23/2019 Time: 10:56 AM
 Scott M. Webb
 7/23/2019 10:56:46 AM PDT

Buyer/Tenant: _____ Date: _____ Time: _____

415

APPRAISAL OF REAL PROPERTY



LOCATED AT

225 Jody Ct
Mesquite, NV 89027
LEAVITT EST PLAT BOOK 131 PAGE 68 LOT 1

FOR

City of Mesquite
10 E Mesquite Blvd #10
Mesquite, NV 89027

OPINION OF VALUE

80,000

AS OF

07/25/2019

BY

Jim D Allen
Allen Appraisal Service
2226 Engelmann Place
St. George, UT 84790
(435) 229-7406
jim@allenappraisalservice.net
www.allenappraisalservice.net

Borrower/Client	N/A	File No.	001-18-812-001
Property Address	225 Jody Ct		
City	Mesquite	County	Clark
		State	NV
		Zip Code	89027
Lender	City of Mesquite		

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SUMMARY OF SALIENT FEATURES

SUBJECT INFORMATION	Subject Address	225 Jody Ct
	Legal Description	LEAVITT EST PLAT BOOK 131 PAGE 68 LOT 1
	City	Mesquite
	County	Clark
	State	NV
	Zip Code	89027
	Census Tract	32003-0059.05
	Map Reference	29820
SALES PRICE	Sale Price	\$ N/A
	Date of Sale	N/A
CLIENT	Borrower/Client	N/A
	Lender	City of Mesquite
DESCRIPTION OF IMPROVEMENTS	Size (Square Feet)	
	Price per Square Foot	\$
	Location	Mesquite
	Age	
	Condition	
	Total Rooms	
	Bedrooms	
	Baths	
APPRAISER	Appraiser	Jim D Allen
	Date of Appraised Value	07/25/2019
VALUE	Opinion of Value	\$ 80,000

Assumptions and Limiting Conditions

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal assignment, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. The appraiser has noted in this appraisal report any adverse conditions (such as the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent deficiencies or adverse conditions of the property (such as, but not limited to, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
5. If the appraiser has based his or her appraisal report and valuation conclusion for an appraisal subject to certain conditions, it is assumed that the conditions will be met in a satisfactory manner.

Certifications

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the subject property. I reported the site characteristics in factual, specific terms.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
9. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
10. I have knowledge and experience in appraising this type of property in this market area.
11. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
12. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
13. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
14. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
15. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
16. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
17. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
18. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
19. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.
20. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

Certifications

JIM1907232538
File # 001-18-812-001

21. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

22. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature", as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

23. Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

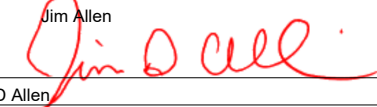
1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.

4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature", as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRaiser Jim Allen
Signature 
Name Jim D Allen
Company Name Allen Appraisal Service
Company Address 2226 Engelmman Place
St. George, UT 84790
Telephone Number (435) 229-7406
Email Address jim@allenappraisalservice.net
Date of Signature and Report 07/25/2019
Effective Date of Appraisal 07/25/2019
State Certification # A.0207403-CR
or State License # _____
or Other (describe) _____ State # _____
State NV
Expiration Date of Certification or License 08/31/2020

ADDRESS OF PROPERTY APPRAISED
225 Jody Ct
Mesquite, NV 89027
APPRAISED VALUE OF SUBJECT PROPERTY \$ 80,000
LENDER/CLIENT
Name A Baker
Company Name City of Mesquite
Company Address 10 E Mesquite Blvd #10
Mesquite, NV 89027
Email Address abaker@mesquitenv.gov

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
Name _____
Company Name _____
Company Address _____
Telephone Number _____
Email Address _____
Date of Signature _____
State Certification # _____
or State License # _____
State _____
Expiration Date of Certification or License _____

SUBJECT PROPERTY

☐ Did not inspect subject property
☐ Did inspect exterior of subject property from street
Date of Inspection _____
☐ Did inspect interior and exterior of subject property
Date of Inspection _____

COMPARABLE SALES

☐ Did not inspect exterior of comparable sales from street
☐ Did inspect exterior of comparable sales from street
Date of Inspection _____

LAND APPRAISAL REPORT

JIM1907232538

File No. 001-18-812-001

Appraisal Report

SUBJECT	Borrower <u>N/A</u>		Census Tract <u>32003-0059.05</u>		Map Reference <u>29820</u>	
	Property Address <u>225 Jody Ct</u>					
	City <u>Mesquite</u>		County <u>Clark</u>		State <u>NV</u> Zip Code <u>89027</u>	
	Legal Description <u>LEAVITT EST PLAT BOOK 131 PAGE 68 LOT 1</u>					
NEIGHBORHOOD	Sale Price \$ <u>N/A</u>		Date of Sale <u>N/A</u>		Loan Term <u>N/A</u> yrs.	
	Actual Real Estate Taxes \$ <u>777</u>		(yr)		Loan charges to be paid by seller \$ <u>N/A</u>	
	Lender/Client <u>City of Mesquite</u>		Address <u>10 E Mesquite Blvd #10, Mesquite, NV 89027</u>			
	Occupant <u>Vacant land</u>		Appraiser <u>Jim D Allen</u>		Instructions to Appraiser <u>Fee simple opinion of market value.</u>	
	Location ☐ Urban ☒ Suburban ☐ Rural					
	Built Up ☐ Over 75% ☒ 25% to 75% ☐ Under 25%					
	Growth Rate ☐ Fully Dev. ☐ Rapid ☒ Steady ☐ Slow					
	Property Values ☐ Increasing ☒ Stable ☐ Declining					
	Demand/Supply ☐ Shortage ☐ In Balance ☒ Oversupply					
	Marketing Time ☐ Under 3 Mos. ☐ 4-6 Mos. ☒ Over 6 Mos.					
Present <u>40</u> % One-Unit <u>3</u> % 2-4 Unit <u>2</u> % Apts. <u>5</u> % Condo <u>15</u> % Commercial						
Land Use <u>0</u> % Industrial <u>35</u> % Vacant <u></u> %						
Change in Present Land Use ☒ Not Likely ☐ Likely (*) ☐ Taking Place (*)						
Predominant Occupancy ☒ Owner ☐ Tenant <u>5</u> % Vacant						
One-Unit Price Range \$ <u>100</u> to \$ <u>500</u>		Predominant Value \$ <u>250</u>				
One-Unit Age Range <u>0</u> yrs. to <u>50</u> yrs.		Predominant Age <u>15</u> yrs.				
Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise)						
The neighborhood is a residential area located in close proximity to a Casino but no so close as to present unfavorable marketing conditions. It is located in newer subdivision consisting of new (custom) homes. The lot size (larger than normal for the area) is a positive for prospective buyers as it is rare to find a large lot near the center of town. Walking distance to parks, restaurants and other entertainment as well as driving distance to 7 golf courses. See addenda.						
SITE	Dimensions (approx) <u>152.28x100.85x177x127.52</u>		= <u>0.51</u> acres		☒ Corner Lot	
	Zoning Classification <u>SF</u>		Present Improvements ☒ Do ☐ Do Not Conform to Zoning Regulations			
	Highest and Best Use ☒ Present Use ☐ Other (specify)					
	Public ☒ Other (Describe)					
	Elec. ☒ Public		OFF SITE IMPROVEMENTS			
	Gas ☒ Propane		Street Access ☒ Public ☐ Private			
	Water ☒ Public		Surface <u>Asphalt</u>			
	San. Sewer ☒ Public		Maintenance ☒ Public ☐ Private			
	☒ Underground Elect. & Tel.		☒ Storm Sewer ☒ Curb/Gutter			
			☒ Sidewalk ☒ Street Lights			
Topo <u>Level</u>						
Size <u>0.51 acres / 22216 SF +/-</u>						
Shape <u>Rectangular</u>						
View <u>N:Res:Mtn</u>						
Drainage <u>Slope to street</u>						
Is the property located in a FEMA Special Flood Hazard Area?		☐ Yes ☒ No				
Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions)						
There are no apparent adverse easements, encroachments, etc. The subject is not located in a FEMA flood map zone. Appraiser certifies he is not an expert in this field.						
MARKET DATA ANALYSIS	The undersigned has recited the following recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.					
	ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1		COMPARABLE NO. 2	
	Address	<u>225 Jody Ct</u>	<u>254 Jody Ct</u>		<u>255 Jody Ct</u>	
		<u>Mesquite, NV 89027</u>	<u>Mesquite, NV 89027</u>		<u>Mesquite, NV 89027</u>	
	Proximity to Subject		<u>0.06 miles SE</u>		<u>0.05 miles S</u>	
	Sales Price	\$ <u>N/A</u>	\$ <u>80,000</u>		\$ <u>80,000</u>	
	Price /Sq. Ft.	\$	\$ <u>3.67</u>		\$ <u>3.40</u>	
	Data Source(s)	<u>Inspection</u>	<u>County Doc 20190320:01199</u>		<u>County Doc 20190705:00731</u>	
	ITEM	DESCRIPTION	DESCRIPTION	+/- \$ Adjust.	DESCRIPTION	+/- \$ Adjust.
	Date of Sale/Time Adj.	<u>N/A</u>	<u>03/20/2019 coe</u>		<u>07/05/2019 coe</u>	
	Location	<u>Mesquite</u>	<u>Mesquite</u>		<u>Mesquite</u>	
	Site/View	<u>0.51 acres / 22216 sf</u>	<u>0.50 acres / 21780 sf</u>		<u>0.54 acres / 23522 sf</u>	<u>0.54 acres / 23522 sf</u>
	View	<u>Mnt/neighbor</u>	<u>Mnt/neighbor</u>		<u>Mnt/neighbor</u>	
	Subdivided lot	<u>Yes</u>	<u>Yes</u>		<u>Yes</u>	
	Site improvements	<u>Partial block wall</u>	<u>Partial block wall</u>		<u>Partial block wall</u>	
Utilities stubbed	<u>Yes</u>	<u>Yes</u>		<u>Yes</u>		
Sales or Financing Concessions	<u>N/A</u>	<u>Unknown</u>		<u>Unknown</u>		
Net Adj. (Total)		☐ + ☐ - \$		☐ + ☐ - \$		
Indicated Value of Subject		<u>Net 0.0 %</u>	\$ <u>80,000</u>	<u>Net 0.0 %</u>	\$ <u>80,000</u>	
		<u>Gross %</u>		<u>Gross 6.0 %</u>	\$ <u>79,000</u>	
Comments on Market Data <u>Comps #1 and #2 had no MLS exposure, word of mouth by the city. Many people/builders we aware these lots were for sale (same subdivision as the subject). Comp #3 is located in a gated PUD and a location adjustment is needed. The remaining comps are from competing areas but are significantly smaller than the subject. Sales of lots in the 1/2 acre range are very rare in the city of Mesquite.</u>						
RECONCILIATION	Comments and Conditions of Appraisal <u>Fee simple appraisal of subdivided land in a subdivision. Lot is assumed to be buildable (all other lots in the area are). CC&R's reveal no unusual covenants or building restrictions. Lots above 0.40 acres must be over 2400 SF of GLA. Lots under 0.40 acres must have a minimum of 1500 SF GLA. Exteriors must be and/or: stucco, brick, metal, wood or stone. Roofing materials to be asphalt, wood, fiberglass or metal singles or materials. Sheds/outbuildings must be of the same exterior of the home.</u>					
	Final Reconciliation <u>The cost approach was not developed. The market approach is generally the best indicator of value in these market conditions. The income approach is not the best indicator of value for vacant land in this area of the city. See addenda for reconciliation comments.</u>					
	I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE SUBJECT PROPERTY AS OF <u>07/25/2019</u> TO BE \$ <u>80,000</u>					
	Appraiser <u>Jim D Allen</u>		Supervisory Appraiser (if applicable)			
	Date of Signature and Report <u>07/25/2019</u>		Date of Signature			
	Title <u>Certified Residential Appraiser</u>		Title			
	State Certification # <u>A.0207403-CR</u> ST <u>NV</u>		State Certification # ST			
	Or State License #		Or State License # ST			
	Expiration Date of State Certification or License <u>08/31/2020</u>		Expiration Date of State Certification or License			
	Date of Inspection (if applicable) <u>07/25/2019</u>		Date of Inspection			

ADDITIONAL COMPARABLE SALES

JIM1907232538

File No. 001-18-812-001

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 4		COMPARABLE NO. 5		COMPARABLE NO. 6	
Address	225 Jody Ct Mesquite, NV 89027	293 E Camellia Cir Mesquite, NV 89027		296 Gloria Way Mesquite, NV 89027		215 Habib Ct Mesquite, NV 89027	
Proximity to Subject		1.54 miles E		0.18 miles SE		0.09 miles E	
Sales Price	\$ N/A	\$ 74,000		\$ 60,000		\$ 62,800	
Price \$/Sq. Ft.	\$	\$ 6.53		\$ 5.99		\$ N/A	
Data Source(s)	Inspection	MREAmls#		MREAmls#		MREAmls#	
ITEM	DESCRIPTION	DESCRIPTION	++)\$ Adjust.	DESCRIPTION	++)\$ Adjust.	DESCRIPTION	++)\$ Adjust.
Date of Sale/Time Adj.	N/A	04/18/2019 coe		05/20/2019 coe		Listing	
Location	Mesquite	Mesquite		Mesquite		Mesquite	
Site/View	0.51 acres / 22216 sf	0.26 acres / 11326 sf	+12,500	0.23 acres / 10019 sf	+14,000	0.26 acres / 11326 sf	+12,500
View	Mnt/neighbor	Mnt/neighbor		Mnt/neighbor		Mnt/neighbor	
Subdivided lot	Yes	Yes		Yes		Yes	
Site improvements	Partial block wall	Partial block wall		Partial block wall		Partial block wall	
Utilities stubbed	Yes	Yes		Yes		Yes	
Sales or Financing Concessions	N/A	Cash		Cash		Active listing	
	None	None disclosed		None disclosed		Not a sale	
Net Adj. (Total)		☒ + ☐ - \$	12,500	☒ + ☐ - \$	14,000	☒ + ☐ - \$	12,500
Indicated Value of Subject		Net 16.9 %		Net 23.3 %		Net 19.9 %	
		Gross 16.9 %	\$ 86,500	Gross 23.3 %	\$ 74,000	Gross 19.9 %	\$ 75,300
Comments on Market Data See attached addenda, extensive commentary made that does not fit in this section.							
Subject prior sales/listing history, last 3 years: none.							
Comp(s) prior sales history, last year: none. All transactions were arms length.							

MARKET DATA ANALYSIS

Supplemental Addendum

File No. 001-18-812-001

Borrower/Client	N/A				
Property Address	225 Jody Ct				
City	Mesquite	County	Clark	State	NV Zip Code 89027
Lender	City of Mesquite				

• Summary of Sales Comparison Approach & Comparables 1-6:

A thorough search in the subject's market area was performed to determine the most comparable properties to the subject. The sales utilized are considered to be the most recent and pertinent sales in the subject neighborhood. All comparables are similar to the subject in terms of overall market appeal. All adjustments were based on the contributory market value of each relative to the subject. Overage adjusted @ \$50,000 an acre.

Search Parameters: My comparable search parameters consisted of: subdivided land, within +/- 1/4 acre of the subject, 3 mile radius, sales dates, 3 months or less from the effective date. Due to a lack of recent and comparable sales activity, the comparable search parameters were extended to 6 months from the effective date of appraisal. The comparable sales used in the appraisal were the most recent and overall similar sales within the subjects defined market area.

Comp #1, same subdivision as the subject.

Comp #2, same subdivision as the subject.

Comp #3, gated PUD and a location adjustment is needed. Used due to the lack of recent and comparable sized land sales.

Comp #4, competing development, no location adjustment is needed. Significantly smaller than the subject but used due to the lack of more recent and similar sales.

Comp #5, competing development, no location adjustment is needed. Significantly smaller than the subject but used due to the lack of more recent and similar sales.

Comp #6, same subdivision as the subject. Active listing.

I selected the sales presented above as direct comparables by first choosing those properties and sale transactions that are, in my opinion, among the most recent, similar and proximate to the subject property. I developed the adjustment factors for the remaining significant differences in attributes by comparing the sales data against each other. This process includes analysis of both the direct comps above as well as other less directly comparable sales data. I used an intimation process to identify the factors that resulted in the narrowest range of adjusted value indicators. This means that while I may have started with one factor for an individual attribute I ended up using the factor that, in my opinion, was the most effective within the context of this dataset. I have also relied in part on my own professional judgment, itself the product of my experience over the last 15 + years in real estate (Realtor and appraiser) and involving thousands of similar appraisal assignments, each including an extensive dataset of their own.

Analysis of the data contained in the 1004MC form shows market values in this area for similar sized land have stabilized after appreciating values in the prior year. Supply of similar lots is in the 14 +/- months range. Supply/balance analysis is maintained in the appraisal file and is not presented separately. Interest rates are low and points typically range from 0-3 points. At this time, there are very little sales concessions or special financing. Days on market are in the 6-9 month range for competitively price land. Median asking prices are stable as well.

The first three comps are the most recent and similar sales from the immediate area that would make a good substitute for the subject and required the fewest adjustments. These comps have been weighted the highest with consideration given to the competitive active listings in the area (principle of substitution).

Please note, the subjects opinion of value is higher than the unadjusted asking price of comp #6 (active listing) due to differences in size. It was used to help demonstrate current market trends in the subjects subdivision.

The opinion of market value lies above the neighborhood predominant value as is often typical within neighborhoods where a mixture of home sizes, design styles, and value ranges are present. The subjects opinion of value falls within the acceptable range of values for the neighborhood and the marketability is not affected because of its above position in relation to the predominant neighborhood value as estimated by the appraiser. This is evidenced by the relative number of sales both above and below the predominant neighborhood values as indicated on page two of this report.

EXPOSURE TIME: estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market. Exposure time is consistent with the comparables used in the 1004MC form, roughly 6-9 months.

The intended user of this appraisal report is the lender/client. The intended use is to evaluate the property that is the subject of this appraisal is for asset valuation; subject to the reporting requirements of the appraisal report form, and definition of market value. No additional intended users are identified by the appraiser.

Sales data verified via MLS, County records and/or interviews with selling/listing agents.

The fee received by this appraiser for this appraisal is \$300. The AMC fee is: no fee to disclose, not an AMC.

Appraiser has no current or prospective interest in the subject property or parties involved nor has the appraiser performed any services regarding the subject property within the 3 year period immediately preceding acceptance of this assignment (as an appraiser or in any other capacity).

Subject Photo Page

Borrower/Client	N/A					
Property Address	225 Jody Ct					
City	Mesquite	County	Clark	State	NV	Zip Code 89027
Lender	City of Mesquite					



Subject Front

225 Jody Ct

Sales PriceN/A

Gross Living Area

Total Rooms

Total Bedrooms

Total Bathrooms

LocationMesquite

View0.51 acres / 22216 sf

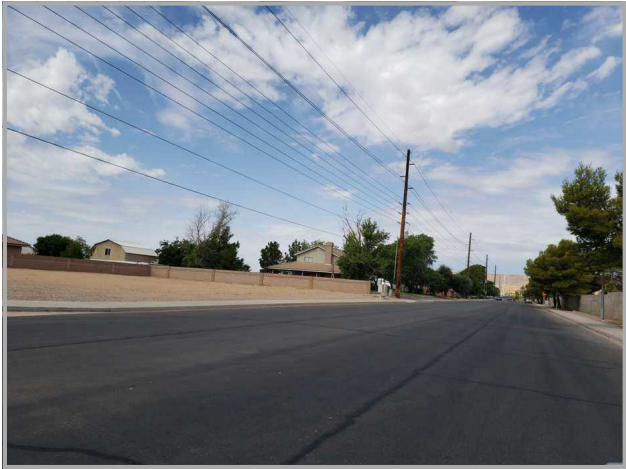
Site

Quality

Age



Subject Rear



Subject Street

Comparable Photo Page

Borrower/Client	N/A					
Property Address	225 Jody Ct					
City	Mesquite	County	Clark	State	NV	Zip Code 89027
Lender	City of Mesquite					



Comparable 1

254 Jody Ct
 Prox. to Subject 0.06 miles SE
 Sale Price 80,000
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location Mesquite
 View 0.50 acres / 21780 sf
 Site
 Quality
 Age



Comparable 2

255 Jody Ct
 Prox. to Subject 0.05 miles S
 Sale Price 80,000
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location Mesquite
 View 0.54 acres / 23522 sf
 Site
 Quality
 Age



Comparable 3

674 La Scala Dr
 Prox. to Subject 1.25 miles NE
 Sale Price 84,000
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location Mesquite/PUD
 View 0.54 acres / 23522 sf
 Site
 Quality
 Age

Comparable Photo Page

Borrower/Client	N/A					
Property Address	225 Jody Ct					
City	Mesquite	County	Clark	State	NV	Zip Code 89027
Lender	City of Mesquite					

**Comparable 4**

293 E Camellia Cir
Prox. to Subject 1.54 miles E
Sale Price 74,000
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location Mesquite
View 0.26 acres / 11326 sf
Site
Quality
Age

**Comparable 5**

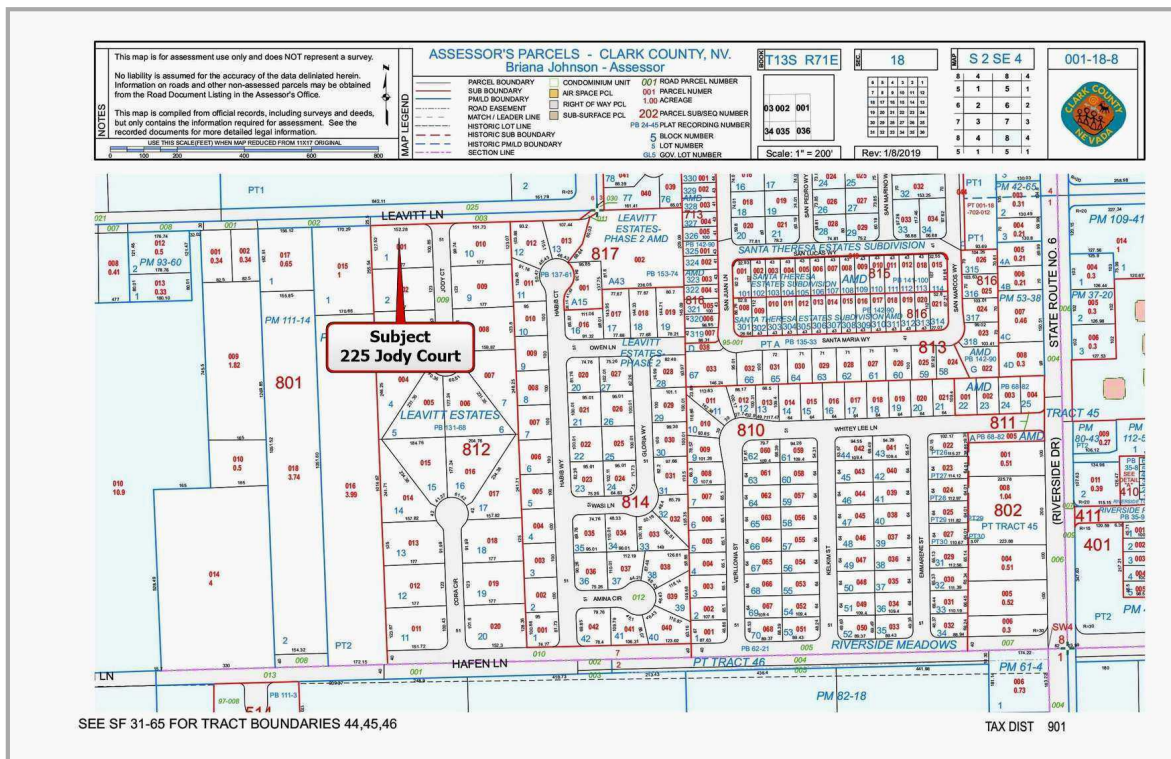
296 Gloria Way
Prox. to Subject 0.18 miles SE
Sale Price 60,000
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location Mesquite
View 0.23 acres / 10019 sf
Site
Quality
Age

**Comparable 6**

215 Habib Ct
Prox. to Subject 0.09 miles E
Sale Price 62,800
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location Mesquite
View 0.26 acres / 11326 sf
Site
Quality
Age

Plat Map

Borrower/Client	N/A				
Property Address	225 Jody Ct				
City	Mesquite	County	Clark	State	NV
Lender	City of Mesquite	Zip Code	89027		



County Records - Page 1

Borrower/Client	N/A					
Property Address	225 Jody Ct					
City	Mesquite	County	Clark	State	NV	Zip Code 89027
Lender	City of Mesquite					

7/25/2019

Clark County Real Property

GENERAL INFORMATION	
PARCEL NO.	001-18-812-001
OWNER AND MAILING ADDRESS	CITY OF MESQUITE 10 E MESQUITE BLVD MESQUITE NV 89027-4706
LOCATION ADDRESS CITY/UNINCORPORATED TOWN	225 JODY CT MESQUITE
ASSESSOR DESCRIPTION	LEAVITT EST PLAT BOOK 131 PAGE 68 LOT 1
RECORDED DOCUMENT NO.	* 20110610:00094
RECORDED DATE	Jun 10 2011
VESTING	NS

*Note: Only documents from September 15, 1999 through present are available for viewing.

ASSESSMENT INFORMATION AND VALUE EXCLUDED FROM PARTIAL ABATEMENT	
TAX DISTRICT	901
APPRAISAL YEAR	2018
FISCAL YEAR	2019-20
SUPPLEMENTAL IMPROVEMENT VALUE	0
INCREMENTAL LAND	0
INCREMENTAL IMPROVEMENTS	0

REAL PROPERTY ASSESSED VALUE		
FISCAL YEAR	2018-19	2019-20
LAND	26250	28000
IMPROVEMENTS	0	0
PERSONAL PROPERTY	0	0
EXEMPT	26250	28000
GROSS ASSESSED (SUBTOTAL)	26250	28000
TAXABLE LAND+IMP (SUBTOTAL)	75000	80000
COMMON ELEMENT ALLOCATION ASSD	0	0
TOTAL ASSESSED VALUE	26250	28000
TOTAL TAXABLE VALUE	75000	80000

ESTIMATED LOT SIZE AND APPRAISAL INFORMATION	
ESTIMATED SIZE	0.51 Acres
ORIGINAL CONST. YEAR	0
LAST SALE PRICE MONTH/YEAR SALE TYPE	46956 6/2011 M - Multiple-Parcel Sale
LAND USE	12.000 - Vacant - Single Family Residential
DWELLING UNITS	0

PRIMARY RESIDENTIAL STRUCTURE					
1ST FLOOR SQ. FT.	0	CASITA SQ. FT.	0	ADDN/CONV	
2ND FLOOR SQ. FT.	0	CARPORT SQ. FT.	0	POOL	NO

1/2

County Records - Page 2

Borrower/Client	N/A					
Property Address	225 Jody Ct					
City	Mesquite	County	Clark	State	NV	Zip Code 89027
Lender	City of Mesquite					

7/25/2019

Clark County Real Property

3RD FLOOR SQ. FT.	0	STYLE		SPA	NO
UNFINISHED BASEMENT SQ. FT.	0	BEDROOMS	0	TYPE OF CONSTRUCTION	
FINISHED BASEMENT SQ. FT.	0	BATHROOMS	0	ROOF TYPE	
BASEMENT GARAGE SQ. FT.	0	FIREPLACE	0		
TOTAL GARAGE SQ. FT.	0				

2/2

Aerial Map

Borrower/Client	N/A					
Property Address	225 Jody Ct					
City	Mesquite	County	Clark	State	NV	Zip Code 89027
Lender	City of Mesquite					



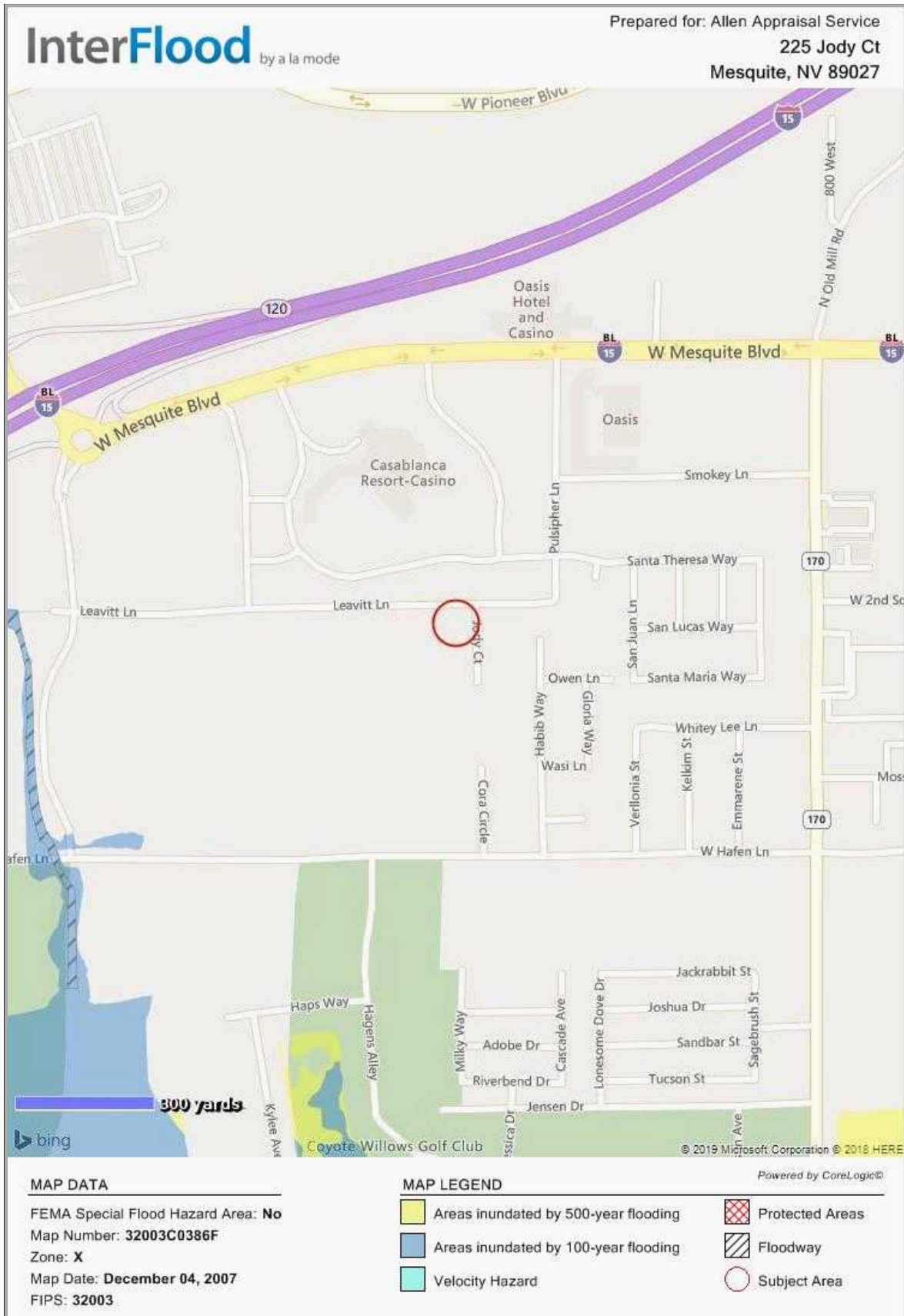
Location Map

Borrower/Client	N/A					
Property Address	225 Jody Ct					
City	Mesquite	County	Clark	State	NV	Zip Code 89027
Lender	City of Mesquite					



Flood Map

Borrower/Client	N/A					
Property Address	225 Jody Ct					
City	Mesquite	County	Clark	State	NV	Zip Code 89027
Lender	City of Mesquite					



1004MC - Page 1

Borrower/Client	N/A					
Property Address	225 Jody Ct					
City	Mesquite	County	Clark	State	NV	Zip Code 89027
Lender	City of Mesquite					

7/25/2019

1004MC Report

1004MC Report

This report is based on 46 selected comparable listings that were either **Active** or **Pending** on the last day of the given time period and/or that were sold (closed) during one of the time periods below.

Days on Market includes days the listing was **Active** and **Pending** (DOMT)

Note: It is possible (and likely) that some of these 46 listings will be counted in more than one category on this report.

Inventory Analysis	Prior 7-12 Months	Prior 4-6 Months	Last - 3 Months
	07/25/18 - 01/24/19	01/25/19 - 04/24/19	04/25/19 - 07/25/19
Total # of Comparable Sales (Date Closed)	12 sales	5 sales	3 sales
Absorption Rate (Total Sales ÷ # Months)	2 /month	1.67 /month	1 /month
Total # of Comparable Active/Pending Listings	23 listings	22 listings	14 listings
Months of Housing Supply (Total Listings ÷ Absorption Rate)	12 months	13 months	14 months
Median Sale & List Price, DOM, Sale/List %	Prior 7-12 Months	Prior 4-6 Months	Last - 3 Months
	07/25/18 - 01/24/19	01/25/19 - 04/24/19	04/25/19 - 07/25/19
Median Comparable Sale Price	\$55,000	\$60,000	\$60,000
Median Comparable Sales Days on Market	150 Days	306 Days	793 Days
Median Comparable List Price	\$60,000	\$60,000	\$60,000
Median Comparable Listings Days on Market	551 Days	641 Days	252 Days
Median Sale Price as % of List Price	100%	100%	100%

This report has been updated to reflect the new Fannie Mae requirements as of September 1st 2010.

Days on Market = Total number of days the listing was **Active** or **Pending** (DOMT) up to the sales date (for Sold Listings) or up to the last day of the period for **Active** or **Pending** listings.

Total # of Comparable Active/Pending Listings = Total number of listings that were **Active** or **Pending** on the last day of the given time period.

Months of Housing Supply = Total number of listings that were **Active** or **Pending** on the last day of the time period divided by Absorption Rate of the period.

Median Comparable Sale Price = The median (middle value of an ordered list) sales price of the comparable sales in the period.

Median Comparable Sales Days on Market = The median number of days on market (DOMT) for sales in the period.

Median Comparable List Price = The median list price of **Active** and **Pending** listings in the period.

Median Comparable Listings Days on Market = The median number of days on market (DOMT) for **Active** and **Pending** listings in the period.

Median Sale Price as % of List Price = It is calculated by first calculating the sales price as a percentage of the list price for each listing that closed in the time period, and then returning the median value of those percentages.

The accuracy of this information is not guaranteed. It is not to be relied upon and should be verified by the person preparing this report.

Guidelines for Using Form 1004MC

The Form 1004MC is intended to provide the lender with a clear and accurate understanding of the market trends and conditions prevalent in the subject neighborhood. The form provides the appraiser with a structured format to report the data and to more easily identify current market trends and conditions. The appraiser's conclusions are to be reported in the "Neighborhood" section of the appraisal report.

Inventory Analysis Section

The "Inventory Analysis" section assists the appraiser in analyzing important supply and demand factors in order to reach a conclusion regarding housing trends and market conditions. When completing this section, the appraiser must include the comparable data that reflects the total pool of comparable properties from which a buyer may select a property in order to analyze the sales activity and the local housing supply. One of the tools used to monitor these trends is the absorption rate. The absorption rate is the rate at which properties for sale have been or can be sold (marketed) within a given area. To determine the absorption rate, the appraiser divides the total number of settled sales by the time frame being analyzed. The months of housing supply is based on the total active listings on the last day of the period divided by the absorption rate.

Overall Trend Section

The "Overall Trend" section is designed to reflect potential positive trends, neutral trends, or negative trends in inventory, median sale and list price, days on market, list-to-sale price ratio, and seller concessions.

https://9d1.x1.realtypromis.com/mis_web/_search_listings/search_results.htm

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1004MC - Page 2

Borrower/Client	N/A					
Property Address	225 Jody Ct					
City	Mesquite	County	Clark	State	NV	Zip Code 89027
Lender	City of Mesquite					

7/25/2019

1004MC Report

EXAMPLE

An increase in the absorption rate is generally viewed as a positive trend, whereas a decrease in the absorption rate may be viewed as a negative trend. Furthermore, a decrease in the number of days on the market, either sales or listings, more than likely represents an overall positive trend.

Seller Concessions

Form 1004MC also provides a section for comments on the prevalence of seller concessions and the trend in seller concessions for the past 12 months. The change in seller concessions within the market provides the lender with additional insight into current market conditions. The appraiser should consider and report on seller-paid (or third-party) costs. Examples of these items include, but are not limited to mortgage payments, points and fees, and in condominium or cooperative projects, items such as homeowners' Association fees and guaranteed rental programs. Seller concessions must be carefully analyzed by the appraiser since excessive concessions often lead to inflated property values.

There are a number of markets across the country where, due to current conditions, there has been an increase in the prevalence of seller concessions being paid. The Fannie Mae Selling Guide provides guidance for these circumstances.

Foreclosure Sales and Summary/Analysis of Data

The presence and extent of foreclosure/REO sales is worthy of comment when analyzing market data and must be reported on the form. The form also allows for the appraiser to summarize the data and provide other data analysis or additional information, such as analysis of pending sales, which over time can show a market trend.

[Click here for more information on the 1004MC form.](#)

1004MC Search Parameters

Borrower/Client	N/A					
Property Address	225 Jody Ct					
City	Mesquite	County	Clark	State	NV	Zip Code 89027
Lender	City of Mesquite					

7/25/2019

Search Summary

MLS Listing Search Summary - 07/25/2019 at 3:35:pm

This report may be attached to reports printed from the MLS to show the criteria used to obtain the search results.

Summary of Search Criteria:

Search Field	Field Criteria
Property Type	SFL
Area/Community	South of I15

Summary of Search Results:

Property Types	#
Single Family Lot	46
Total Listings:	46

Listing Status	#
Active	12
Pending	2
Expired	11
Canceled	1
Closed	20
Total Listings:	46

https://9d1.x1.realtypromis.com/mls_web/_search_listings/search_results.htm

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Sales & Listings used in the 1004MC form - Page 1

Borrower/Client	N/A						
Property Address	225 Jody Ct						
City	Mesquite	County	Clark	State	NV	Zip Code	89027
Lender	City of Mesquite						

7/25/2019

Listing Report Statistics

Listing Statistics

46 Listings

MLS ID	Status	Address	List Price	Sold Price	B/B	Sq.Ft.	Acres	L PPSF	C PPSF	L PPA	C PPA	DOMA	DOMP	DOMT
1119590	Closed	807 Whitey Lee Ln	\$35,500	\$32,500	0/0	0	0.16			221,875	203,125	27	44	71
1119589	Closed	801 Whitey Lee Ln	\$38,500	\$32,500	0/0	0	0.17			226,471	191,176	27	44	71
1120070	Active	147 S Arrowhead Ln	\$39,900		0/0	0	0.16			249,375		121	6	127
1117495	Expired	465 Lewis St	\$40,000		0/0	0	0.17			235,294		719	6	725
1119903	Closed	465 Lewis St	\$40,000	\$35,000	0/0	0	0.17			235,294	205,882	2	29	31
1118126	Active	816 Hagens Alley	\$50,000		0/0	0	0.24			208,333		745		745
1118127	Active	662 Madison Ave	\$50,000		0/0	0	0.24			208,333		745		745
1118162	Expired	638 Madison Ave	\$50,000		0/0	0	0.25			200,000		731		731
1118163	Expired	622 Madison Ave	\$50,000		0/0	0	0.27			185,185		731		731
1117736	Canceled	395 Habib Way	\$55,000		0/0	0	0.22			250,000		656		656
1117722	Closed	255 Habib Way	\$55,000	\$55,000	0/0	0	0.22			250,000	250,000	747	54	801
1118974	Closed	274 Habib Way	\$55,000	\$55,000	0/0	0	0.22			250,000	250,000	251	23	274
1118975	Closed	335 Habib Way	\$55,000	\$55,000	0/0	0	0.22			250,000	250,000	173	21	194
1118976	Closed	355 Habib Way	\$55,000	\$55,000	0/0	0	0.22			250,000	250,000	209		209
1118977	Closed	375 Habib Way	\$55,000	\$55,000	0/0	0	0.22			250,000	250,000	302	32	334
1119326	Closed	395 Habib Way	\$55,000	\$55,000	0/0	0	0.22			250,000	250,000	1	17	17
1119422	Closed	879 Amina Cir	\$55,000	\$55,000	0/0	0	0.23			239,130	239,130	1		1
1119767	Closed	355 Habib Way	\$55,000	\$55,000	0/0	0	0.22			250,000	250,000	1	30	30
1117724	Active	235 Habib Ct	\$60,000		0/0	0	0.22			272,727		822	46	868
1117735	Active	225 Habib Ct.	\$60,000		0/0	0						863		863
1119661	Active	631 Madison Ave	\$60,000		0/0	0	0.25			240,000		253		253
1119662	Active	659 Madison Ave	\$60,000		0/0	0	0.27			222,222		253		253
1119663	Active	790 Hagens Alley	\$60,000		0/0	0	0.24			250,000		253		253
1119664	Active	782 Hagens Alley	\$60,000		0/0	0	0.25			240,000		253		253
1119665	Active	774 Hagens Alley	\$60,000		0/0	0	0.25			240,000		253		253
1119666	Active	768 Hagens Alley	\$60,000		0/0	0	0.24			250,000		253		253
1120174	Active	361 W First South St	\$60,000		0/0	0	0.22			272,727		95		95
1117723	Pending	245 Habib Ct	\$60,000		0/0	0	0.22			272,727		796	72	868
1118157	Expired	758 Hagens Alley	\$60,000		0/0	0	0.24			250,000		731		731
1118158	Expired	752 Hagens Alley	\$60,000		0/0	0	0.24			250,000		731		731
1118159	Expired	744 Hagens Alley	\$60,000		0/0	0	0.24			250,000		731		731
1118160	Expired	738 Hagens Alley	\$60,000		0/0	0	0.24			250,000		731		731
1117739	Closed	277 Gloria Way	\$60,000	\$60,000	0/0	0	0.22			272,727	272,727	783	10	793
1118204	Closed	250 Habib Ct	\$60,000	\$60,000	0/0	0	0.22			272,727	272,727	441		441
1118968	Closed	296 Gloria Way	\$60,000	\$60,000	0/0	0	0.23			260,870	260,870	341	62	403
1118970	Closed	262 Gloria Way	\$60,000	\$60,000	0/0	0	0.22			272,727	272,727	102	4	106
1118971	Closed	898 Owen Ln	\$60,000	\$60,000	0/0	0	0.22			272,727	272,727	292	14	306
1118973	Closed	307 Gloria Way	\$60,000	\$60,000	0/0	0	0.22			272,727	272,727	334	21	355
1120217	Pending	215 Habib Ct	\$62,800		0/0	0	0.26			241,538		9	72	81
1118084	Closed	789 Hagens Alley	\$70,000	\$70,000	0/0	0	0.25			280,000	280,000	429	56	485
1118080	Expired	781 Hagens Alley	\$79,000		0/0	0	0.25			316,000		531		531
1118081	Expired	797 Hagens Alley	\$79,000		0/0	0	0.25			316,000		531		531
1118082	Closed	805 Hagens Alley	\$79,000	\$79,000	0/0	0	0.25			316,000	316,000	490	20	510
1119732	Expired	293 Camellia Cir	\$79,900		0/0	0	0.26			307,308		25		25
1120104	Closed	293 Camellia Cir	\$79,900	\$74,000	0/0	0	0.26			307,308	284,615	1	18	18
1119175	Expired	478 Valley View Cir	\$460,000		0/0	0	0.26			1,769,231		78		78
Minimum:			35,500	32,500	/	0	0.16	0.00	0.00	185,185.19	191,176.47	1	4	1
Maximum:			460,000	79,000	/	0	0.27	0.00	0.00	1,769,230.77	316,000.00	863	72	868
Average:			66,924	56,150	n/a	0	0.23	0.00	0.00	287,724.13	254,721.78	382	32	398
Median:			60,000	55,000	n/a	0	0.23	0.00	0.00	250,000.00	250,000.00	297	26	320
Total (Sum):			3,078,500	1,123,000	n/a	0	10.31	n/a	n/a	n/a	n/a	17,594	701	18,292

https://9d1.x1.realtypromis.com/mls_web/_search_listings/calculate_totals.php

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Sales & Listings used in the 1004MC form - Page 2

Borrower/Client	N/A						
Property Address	225 Jody Ct						
City	Mesquite	County	Clark	State	NV	Zip Code	89027
Lender	City of Mesquite						

7/25/2019

Listing Report Statistics

- * B/B=Bedrooms/Bathrooms
 - * L PPSF=List Price/Sq. Ft. including the land (Based on List Price if Active. Based on List Price of Closed)
 - * C PPSF=Closed Price/Sq. Ft. including the land (Based on List Price if Active. Based on Sold Price of Closed)
 - * L PPA=List Price/Acre including any improvements (Based on List Price if Active. Based on List Price of Closed)
 - * DOMA= Days On Market Active (Actual days the listing has been Active)
 - * DOMP= Days On Market Pending (Actual days the listing has been Pending)
 - * DOMT= Days On Market Total (Actual days the listing has been Active or Pending)
- The above calculations exclude any listings from that calculation where the given value is blank or zero.
The accuracy of this information is not guaranteed. It is not to be relied upon and should be verified by the buyer.

https://9d1.x1.realtypromis.com/mis_web/_search_listings/calculate_totals.php

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USPAP ADDENDUM

FHA/VA Case No. Page # 24 of 29

JIM1907232538

File No. 001-18-812-001

Borrower	N/A		
Property Address	225 Jody Ct		
City	County	State	Zip Code
Mesquite	Clark	NV	89027
Lender	City of Mesquite		

This report was prepared under the following USPAP reporting option:

- ☒ Appraisal Report This report was prepared in accordance with USPAP Standards Rule 2-2(a).
- ☐ Restricted Appraisal Report This report was prepared in accordance with USPAP Standards Rule 2-2(b).

Reasonable Exposure Time

My opinion of a reasonable exposure time for the subject property at the market value stated in this report is:

6-9 months

Estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market. Exposure time is consistent with the comparables used in the 1004MC form, roughly 6-9 months.

Additional Certifications

I certify that, to the best of my knowledge and belief:

☒ I have NOT performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

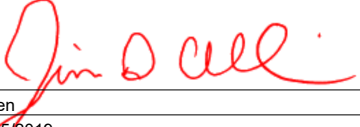
☐ I HAVE performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

Additional Comments

Appraiser has no current or prospective interest in the subject property or parties involved nor has the appraiser performed any services regarding the subject property within the 3 year period immediately preceding acceptance of this assignment (as an appraiser or in any other capacity).

APPRAISER:

Signature: 

Name: Jim D Allen

Date Signed: 07/25/2019

State Certification #: A.0207403-CR

or State License #:

State: NV

Expiration Date of Certification or License: 08/31/2020

Effective Date of Appraisal: 07/25/2019

SUPERVISORY APPRAISER: (only if required)

Signature: _____

Name: _____

Date Signed: _____

State Certification #: _____

or State License #: _____

State: _____

Expiration Date of Certification or License: _____

Supervisory Appraiser Inspection of Subject Property:

☐ Did Not ☐ Exterior-only from Street ☐ Interior and Exterior

UNIFORM APPRAISAL DATASET (UAD) DEFINITIONS ADDENDUM

(Source: Fannie Mae UAD Appendix D: UAD Field-Specific Standardization Requirements)

Condition Ratings and Definitions

C1

The improvements have been recently constructed and have not been previously occupied. The entire structure and all components are new and the dwelling features no physical depreciation.

Note: Newly constructed improvements that feature recycled or previously used materials and/or components can be considered new dwellings provided that the dwelling is placed on a 100 percent new foundation and the recycled materials and the recycled components have been rehabilitated/remanufactured into like-new condition. Improvements that have not been previously occupied are not considered "new" if they have any significant physical depreciation (that is, newly constructed dwellings that have been vacant for an extended period of time without adequate maintenance or upkeep).

C2

The improvements feature no deferred maintenance, little or no physical depreciation, and require no repairs. Virtually all building components are new or have been recently repaired, refinished, or rehabilitated. All outdated components and finishes have been updated and/or replaced with components that meet current standards. Dwellings in this category are either almost new or have been recently completely renovated and are similar in condition to new construction.

Note: The improvements represent a relatively new property that is well maintained with no deferred maintenance and little or no physical depreciation, or an older property that has been recently completely renovated.

C3

The improvements are well maintained and feature limited physical depreciation due to normal wear and tear. Some components, but not every major building component, may be updated or recently rehabilitated. The structure has been well maintained.

Note: The improvement is in its first-cycle of replacing short-lived building components (appliances, floor coverings, HVAC, etc.) and is being well maintained. Its estimated effective age is less than its actual age. It also may reflect a property in which the majority of short-lived building components have been replaced but not to the level of a complete renovation.

C4

The improvements feature some minor deferred maintenance and physical deterioration due to normal wear and tear. The dwelling has been adequately maintained and requires only minimal repairs to building components/mechanical systems and cosmetic repairs. All major building components have been adequately maintained and are functionally adequate.

Note: The estimated effective age may be close to or equal to its actual age. It reflects a property in which some of the short-lived building components have been replaced, and some short-lived building components are at or near the end of their physical life expectancy; however, they still function adequately. Most minor repairs have been addressed on an ongoing basis resulting in an adequately maintained property.

C5

The improvements feature obvious deferred maintenance and are in need of some significant repairs. Some building components need repairs, rehabilitation, or updating. The functional utility and overall livability is somewhat diminished due to condition, but the dwelling remains useable and functional as a residence.

Note: Some significant repairs are needed to the improvements due to the lack of adequate maintenance. It reflects a property in which many of its short-lived building components are at the end of or have exceeded their physical life expectancy but remain functional.

C6

The improvements have substantial damage or deferred maintenance with deficiencies or defects that are severe enough to affect the safety, soundness, or structural integrity of the improvements. The improvements are in need of substantial repairs and rehabilitation, including many or most major components.

Note: Substantial repairs are needed to the improvements due to the lack of adequate maintenance or property damage. It reflects a property with conditions severe enough to affect the safety, soundness, or structural integrity of the improvements.

Quality Ratings and Definitions

Q1

Dwellings with this quality rating are usually unique structures that are individually designed by an architect for a specified user. Such residences typically are constructed from detailed architectural plans and specifications and feature an exceptionally high level of workmanship and exceptionally high-grade materials throughout the interior and exterior of the structure. The design features exceptionally high-quality exterior refinements and ornamentation, and exceptionally high-quality interior refinements. The workmanship, materials, and finishes throughout the dwelling are of exceptionally high quality.

Q2

Dwellings with this quality rating are often custom designed for construction on an individual property owner's site. However, dwellings in this quality grade are also found in high-quality tract developments featuring residence constructed from individual plans or from highly modified or upgraded plans. The design features detailed, high quality exterior ornamentation, high-quality interior refinements, and detail. The workmanship, materials, and finishes throughout the dwelling are generally of high or very high quality.

UNIFORM APPRAISAL DATASET (UAD) DEFINITIONS ADDENDUM

(Source: Fannie Mae UAD Appendix D: UAD Field-Specific Standardization Requirements)

Quality Ratings and Definitions (continued)

Q3

Dwellings with this quality rating are residences of higher quality built from individual or readily available designer plans in above-standard residential tract developments or on an individual property owner's site. The design includes significant exterior ornamentation and interiors that are well finished. The workmanship exceeds acceptable standards and many materials and finishes throughout the dwelling have been upgraded from "stock" standards.

Q4

Dwellings with this quality rating meet or exceed the requirements of applicable building codes. Standard or modified standard building plans are utilized and the design includes adequate fenestration and some exterior ornamentation and interior refinements. Materials, workmanship, finish, and equipment are of stock or builder grade and may feature some upgrades.

Q5

Dwellings with this quality rating feature economy of construction and basic functionality as main considerations. Such dwellings feature a plain design using readily available or basic floor plans featuring minimal fenestration and basic finishes with minimal exterior ornamentation and limited interior detail. These dwellings meet minimum building codes and are constructed with inexpensive, stock materials with limited refinements and upgrades.

Q6

Dwellings with this quality rating are of basic quality and lower cost; some may not be suitable for year-round occupancy. Such dwellings are often built with simple plans or without plans, often utilizing the lowest quality building materials. Such dwellings are often built or expanded by persons who are professionally unskilled or possess only minimal construction skills. Electrical, plumbing, and other mechanical systems and equipment may be minimal or non-existent. Older dwellings may feature one or more substandard or non-conforming additions to the original structure

Definitions of Not Updated, Updated, and Remodeled

Not Updated

Little or no updating or modernization. This description includes, but is not limited to, new homes.

Residential properties of fifteen years of age or less often reflect an original condition with no updating, if no major components have been replaced or updated. Those over fifteen years of age are also considered not updated if the appliances, fixtures, and finishes are predominantly dated. An area that is 'Not Updated' may still be well maintained and fully functional, and this rating does not necessarily imply deferred maintenance or physical/functional deterioration.

Updated

The area of the home has been modified to meet current market expectations. These modifications are limited in terms of both scope and cost.

An updated area of the home should have an improved look and feel, or functional utility. Changes that constitute updates include refurbishment and/or replacing components to meet existing market expectations. Updates do not include significant alterations to the existing structure.

Remodeled

Significant finish and/or structural changes have been made that increase utility and appeal through complete replacement and/or expansion.

A remodeled area reflects fundamental changes that include multiple alterations. These alterations may include some or all of the following: replacement of a major component (cabinet(s), bathtub, or bathroom tile), relocation of plumbing/gas fixtures/appliances, significant structural alterations (relocating walls, and/or the addition of square footage). This would include a complete gutting and rebuild.

Explanation of Bathroom Count

Three-quarter baths are counted as a full bath in all cases. Quarter baths (baths that feature only a toilet) are not included in the bathroom count. The number of full and half baths is reported by separating the two values using a period, where the full bath count is represented to the left of the period and the half bath count is represented to the right of the period.

Example:

3.2 indicates three full baths and two half baths.

UNIFORM APPRAISAL DATASET (UAD) DEFINITIONS ADDENDUM

(Source: Fannie Mae UAD Appendix D: UAD Field-Specific Standardization Requirements)

Abbreviations Used in Data Standardization Text

Abbreviation	Full Name	Fields Where This Abbreviation May Appear
ac	Acres	Area, Site
AdjPrk	Adjacent to Park	Location
AdjPwr	Adjacent to Power Lines	Location
A	Adverse	Location & View
ArmlLth	Arms Length Sale	Sale or Financing Concessions
ba	Bathroom(s)	Basement & Finished Rooms Below Grade
br	Bedroom	Basement & Finished Rooms Below Grade
B	Beneficial	Location & View
Cash	Cash	Sale or Financing Concessions
CtySky	City View Skyline View	View
CtyStr	City Street View	View
Comm	Commercial Influence	Location
c	Contracted Date	Date of Sale/Time
Conv	Conventional	Sale or Financing Concessions
CrtOrd	Court Ordered Sale	Sale or Financing Concessions
DOM	Days On Market	Data Sources
e	Expiration Date	Date of Sale/Time
Estate	Estate Sale	Sale or Financing Concessions
FHA	Federal Housing Authority	Sale or Financing Concessions
GlfCse	Golf Course	Location
Glfvw	Golf Course View	View
Ind	Industrial	Location & View
in	Interior Only Stairs	Basement & Finished Rooms Below Grade
Lndfl	Landfill	Location
LtdSght	Limited Sight	View
Listing	Listing	Sale or Financing Concessions
Mtn	Mountain View	View
N	Neutral	Location & View
NonArm	Non-Arms Length Sale	Sale or Financing Concessions
BsyRd	Busy Road	Location
o	Other	Basement & Finished Rooms Below Grade
Prk	Park View	View
Pstrl	Pastoral View	View
PwrLn	Power Lines	View
PubTrm	Public Transportation	Location
rr	Recreational (Rec) Room	Basement & Finished Rooms Below Grade
Relo	Relocation Sale	Sale or Financing Concessions
REO	REO Sale	Sale or Financing Concessions
Res	Residential	Location & View
RH	USDA - Rural Housing	Sale or Financing Concessions
s	Settlement Date	Date of Sale/Time
Short	Short Sale	Sale or Financing Concessions
sf	Square Feet	Area, Site, Basement
sqm	Square Meters	Area, Site
Unk	Unknown	Date of Sale/Time
VA	Veterans Administration	Sale or Financing Concessions
w	Withdrawn Date	Date of Sale/Time
wo	Walk Out Basement	Basement & Finished Rooms Below Grade
wu	Walk Up Basement	Basement & Finished Rooms Below Grade
WtrFr	Water Frontage	Location
Wtr	Water View	View
Woods	Woods View	View

Other Appraiser-Defined Abbreviations

Abbreviation	Full Name	Fields Where This Abbreviation May Appear
dblpane,hieff	Double Paned windows, high efficiency insulation, etc	Energy efficient items in the sales comparison grid
GLA	Gross Living Area	Various text areas of the report
GBA	Gross Building Area	Various text areas of the report
sglpane,fair	Single paned windows, fair efficiency, insulation, etc	Energy efficient items in the sales comparison grid
WCB or WCBR	Washington County Board of Realtors	Various text areas of the report
OLP	Original List Price	Various text areas of the report
NMV	No Market Value	Various text areas of the report
SS	Short Sale	Various text areas of the report
REO	Real Estate Owned	Various text areas of the report

Resume/License - Page 1

Borrower/Client	N/A					
Property Address	225 Jody Ct					
City	Mesquite	County	Clark	State	NV	Zip Code 89027
Lender	City of Mesquite					

Curriculum Vitae

Jim Allen
 Allen Appraisal Service
www.allenappraisalservice.net
 2226 Engelmann Place.
 St. George, UT 84790
 (435) 229-7406 office

Professional Affiliations

International Association of Assessing Officers (IAAO)
 February 2004
 Utah State Tax Commission
 Ad Valorem Real Estate Appraiser, 07/2003
 State of Utah, Department of Commerce, Division of Real Estate
 Licensed Real Estate Agent, 12/1999
 Licensed/Certified Residential Appraiser, 07/2003

Education

Long Beach City College
 Los Angeles County Sheriff's Department Academy
 Detectives School, Long Beach Police Department
 The Real Estate Academy
 Utah State Tax Commission and IAAO pre and post-licensing classes

Employment History

01/06 to present Owner/Appraiser Allen Appraisal Service
 07/2003 to 07/06 Appraiser, Washington County Assessor's Office, St. George, Utah
 10/2001 to 2004 Realtor, ERA Brokers, St. George and Hurricane, Utah
 12/1999 to 2001 Realtor, Wardley Better Homes and Gardens, St. George, Utah
 1994 to 1999 Long Beach (California) Police Department
 1991 to 1994 Los Angeles County Sheriff's Department

Employment Experience (Appraisal)

Washington County Assessor's Office, St. George, Utah
 Allen Appraisal Service
 Contract (overflow) reviewer for Landsafe

Duties include the appraisal of a wide variety of residential properties throughout Washington County, on a mass and individual appraisal basis. Represent the County in tax appeals. Assist in the establishment and maintenance of a data base of residential properties. Assist property owner, title company representatives, real estate agents and appraisers by answering questions relating to property assessment and taxation in the county and assisting staff members in the Assessors office. Investigate market influences as it relates to market value and tax appeals. Manage and run an S-Corporation (Allen Investments INC. DBA: Allen Appraisal Service). Fee appraisals for mortgage finance purposes.

Resume/License - Page 2

Borrower/Client	N/A						
Property Address	225 Jody Ct						
City	Mesquite	County	Clark	State	NV	Zip Code	89027
Lender	City of Mesquite						

FHA/HUD appraisals conducted monthly. My previous law enforcement experience coupled with my appraisal and real estate experience allows me to specialize in forensic appraisal analysis, particularly in the appraisal/mortgage fraud fields.



Sec. 2.330 Sale or lease of real property owned by City: Sale of property less than 25,000 square feet.

1. The City Council may sell or lease any building or portion thereof or any other real property owned by the City that is less than 25,000 square feet if the City Council adopts a resolution stating that it is in the best interest of the City to sell or lease the real property:

- (a) Without offering the real property to the public; and
- (b) For less than the fair market value of the real property, if applicable.

2. The City Council shall:

- (a) Obtain an appraisal only if the real property is being sold;
- (b) Publish a notice at least once, in a newspaper qualified pursuant to the provisions of [chapter 238](#) of NRS that is published in Clark County, setting forth the description of the real property proposed to be sold or leased in such a manner as to make the real property identifiable; and

- (c) Hold a public hearing on the matter not less than 10 days and not more than 20 days after the date of the publication of the notice.

3. Any transaction made pursuant to this section may be made pursuant to any additional terms or conditions that the City Council deems proper.

4. If real property is sold or leased in violation of this section:

- (a) The sale or lease is void; and
- (b) Any change to an ordinance governing the zoning or use of the real property is void if the change takes place within 5 years after the date of the sale or lease, unless any such change applies to all real property within the applicable zoning district.

5. The provisions of paragraph (b) of subsection 4 must be included as part of an applicable lease or, if the real property is being sold, recorded with the real property as a condition of the sale.

(Ch. 325, [Stats. 2017 p. 1877](#))



The MAPS and DATA are provided without warranty of any kind, expressed or implied.
Date Created: 07/26/2019

Property Information

Parcel: 00118812001
Owner Name(s): CITY OF MESQUITE
Site Address: 225 JODY CT
Jurisdiction: Mesquite - 89027
Zoning Classification: Rural Residential (RE-3)

Planned Landuse:

Misc Information

Subdivision Name: LEAVITT EST
Lot Block: Lot:1 Block:
Sale Date: 06/2011
Sale Price: \$46,956
Recorded Doc Number: 20110610 00000094
Flight Date: Apr.17.2018

Construction Year:
T-R-S: 13-71-18
Census tract: 5614
Estimated Lot Size: 0.51

Elected Officials

Commission: B - Marilyn Kirkpatrick (D)
US Senate: Jacky Rosen , Catherine Cortez-Masto
State Senate: 12 - Joe Hardy (R)
School District: B - Christine "Chris" Garvey
Board of Education: 4 - Mark Newburn

City Ward:
US Congress: 4 - Steven A. Horsford (D)
State Assembly: 19 - Chris Edwards (R)
University Regent: 8 - Cathy McAdoo
Minor Civil Division: Mesquite



RESOLUTION NUMBER 995

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE FINDING THAT THE SALE OF APPROXIMATELY 0.51 ACRES OF CITY-OWNED PROPERTY LOCATED 225 JODY COURT IS IN THE BEST INTEREST OF THE CITY OF MESQUITE AND AUTHORIZING THE SALE TO SCOTT E. WEBB FOR APPRAISED VALUE.

WHEREAS, the City of Mesquite (City) owns property in the Leavitt Estates subdivision as a result of installing improvements in the subdivision; and

WHEREAS, the City Charter 2.330 defines a process to sell real property that is less than 25,000 square feet; and

WHEREAS, the City owns Lot 1 in Leavitt Estates that is 22,268 square feet (approximately 0.51 acres) of property at 225 Jody Court (APN: 001-18-812-001) ("Property"); and

WHEREAS, Scott E. Webb has expressed interest in purchasing the Property; and

WHEREAS, the City has obtained an appraisal of the Property; and

WHEREAS, a notice was published in a newspaper qualified pursuant to NRS 238, setting forth the description of the Property; and

WHEREAS, a public hearing was conducted regarding this matter on August 13, 2019.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Mayor and City Council of the City of Mesquite that it is in the best interest of the City of Mesquite to sell this Property without offering the real property to the public to Scott E. Webb for the appraised value; and

FURTHER, provisions shall be recorded with the transfer of the Property in conformance with Mesquite City Charter Sec. 2.330 Subsection 4 Paragraph (b); and

FURTHER, staff is authorized to execute all necessary measures to complete the sale.

Remainder of page is intentionally left blank

PASSED, ADOPTED AND APPROVED by the City Council of the City of Mesquite, Nevada on the 13th of August, 2019.

THE CITY OF MESQUITE:

By: _____
Allan S. Litman, Mayor

Attest:

By: _____
Tracy Beck, City Clerk

Approved as to form:

By: _____
Robert Sweetin, City Attorney



City Council Meeting Agenda Item 7

Submitted by: Aaron Baker

Submitting Department: City Manager

Meeting Date: August 13, 2019

Subject:

Consideration of Resolution 990 establishing a special revenue fund for the stabilization of the operations for the City of Mesquite, further committing the funds within the City of Mesquite's special revenue fund known as Stabilization of Operations Fund for the City of Mesquite in accordance with Governmental Accounting Standard Board pronouncement number 54 and other matters properly relating thereto.

-Public Comment

-Discussion and Possible Action

Recommendation:

Approve Resolution 990 establishing a special revenue fund for the stabilization of the operations for the City of Mesquite, further committing the funds within the City of Mesquite's special revenue fund known as Stabilization of Operations Fund for the City of Mesquite in accordance with Governmental Accounting Standard Board pronouncement number 54 and other matters properly relating thereto.

Petitioner:

Aaron Baker, Assistant to the City Manager and Dave Empey, Finance Director and Treasurer

Is this a budgeted item?

Yes

Fiscal Impact:

The funds sets transfers \$2,025,000 from the General Fund into the Stabilization of Operations fund. The transfer is not a new expense to the city. Historically, this amount has been accounted for in the annual audit in the General Fund balance.

Resolution 992 designates the long-term funding source for this fund.

Background:

Since at least 2002, the City has had a reserve policy. This purpose of the policy is to maintain the fund balance and net position of the various operating funds at levels sufficient to protect the City's creditworthiness as well as its financial position.

In 2012, the Council approved Resolution 777 to correspond with NRS 354.6115. Annually, the reserve funds are accounted for within the general fund during each annual financial statements.

In conjunction with NRS 354.6115 and Governmental Accounting Standards Board (GASB) Statement No. 54, Resolution 990 creates a special revenue fund for the stabilization of operations at the City. The fund balance is not to exceed 10% of the expenditures from the General Fund for the previous fiscal year.

If approved, the resolution will be effective for FY18-19.

Attachments:

- [NRS 354.6115.pdf](#)
- [Resolution 990 - Establish Stabilization Fund.docx](#)



RESOLUTION NUMBER 990

A RESOLUTION ESTABLISHING A SPECIAL REVENUE FUND FOR THE STABILIZATION OF THE OPERATIONS FOR THE CITY OF MESQUITE, FURTHER COMMITTING THE FUNDS WITHIN THE CITY OF MESQUITE'S SPECIAL REVENUE FUND KNOWN AS STABLIZATION OF OPERATIONS FUND FOR THE CITY OF MESQUITE IN ACCORDANCE WITH GOVERNMENTAL ACCOUNTING STANDARD BOARD PRONOUNCEMENT NUMBER 54 AND OTHER MATTERS PROPERLY RELATING THERETO.

WHEREAS, the City of Mesquite (City) recognizes the vulnerability of the revenue resources as a result of the dependence on Property Tax, and

WHEREAS, the City seeks to establish a Special Revenue Fund for the Stabilization of Operations for the City; and

WHEREAS, the City has placed specific committed revenues, a specific revenue source, in this Special Revenue Fund based on adopted Greater than Anticipated Property Tax over the past years in years of economic growth and expansion in the City; and

WHEREAS, Nevada Revised Statutes Chapter 354.6115 provides that a local government may create a fund to stabilize operations of local government and mitigate effects of natural disasters; and

WHEREAS, the balance in the fund must be used only:

(a) If the total actual revenue of the local government falls short of the total anticipated revenue in the general fund for the fiscal year in which the local government uses that money; or (b) To pay expenses incurred by the local government to mitigate the effects of a natural disaster; and

WHEREAS, the balance in the fund at the end of the fiscal year may not revert to any other fund or be a surplus for any purpose other than a purpose specified in this subsection; and

WHEREAS, the balance in the fund may not be used to mitigate actual revenue shortfalls , if the projected ending fund balance of the general fund is greater than two month's

worth of current year budgeted expenditures (16.67%), these events are not expected to occur routinely; and

WHEREAS, the balance in the fund may only be transferred to bring the projected ending fund balance to the recommended two month of expenditure balance (16.67%); and

WHEREAS, the balance in the fund may not be used to pay expenses incurred to mitigate the effects of a natural disaster until the governing body of the local government issues a formal declaration that a natural disaster exists. The governing body shall not make such a declaration unless a natural disaster, as defined in NRS 354.6115 8(b) as updated from time to time, is occurring or has occurred. Upon the issuance of such a declaration, the balance in the fund may be used for the payment of the following expenditures incurred by the local government as a result of the natural disaster:

- (a) The repair or replacement of roads, streets, bridges, water control facilities, public buildings, public utilities, recreational facilities and parks owned by the local government and damaged by the natural disaster;

- (b) Any emergency measures undertaken to save lives, protect public health and safety or protect property within the jurisdiction of the local government;

- (c) The removal of debris from publicly or privately owned land and waterways within the jurisdiction of the local government that was undertaken because of the natural disaster;

- (d) Expenses incurred by the local government for any overtime worked by an employee of the local government because of the natural disaster or any other extraordinary expenses incurred by the local government because of the natural disaster; and

- (e) The payment of any grant match the local government must provide to obtain a grant from a federal disaster assistance agency for an eligible project to repair damage caused by the natural disaster within the jurisdiction of the local government; and

- (f) The payment of any expenditures in categories a-e, as a response to a natural disaster, that are likely to be reimbursed by a federal or state agency, in order to affect a response and conserve operating funds that would otherwise be diverted from routine activities of the local government; and

WHEREAS, the balance in the fund must not exceed 10 percent of the expenditures from the general fund for the previous fiscal year, excluding any federal funds expended by the local government; and

WHEREAS, any transfer of money from a fund established pursuant to this section must be completed within 90 days after the end of the fiscal year in which a severe financial emergency or the natural disaster for which the fund was established occurs; and

WHEREAS, the Stabilization of Operations funding has existed for years within the General Fund as Unassigned Fund Balance and has an ending fund balance of \$2,057,850 as of June 30, 2018 which represents approximately 8.2% of current year general fund expenditures; and

WHEREAS, the City has experienced actual revenues in the general fund falling short of the projected budgeted revenues over the years, and has yet to transfer funds into the general fund thus demonstrating that any transfer would be considered non-routine; and

WHEREAS, the City would adopt Budget Mitigation measures that will not require accessing the Stabilization Fund due to projected ending fund balance in the general fund and develop a fiscal policy of not accessing these funds unless there is a severe financial emergency.

NOW, THEREFORE IT IS HEREBY RESOLVED by the Mayor and City Council of the City of Mesquite adopt this Resolution providing for the Stabilization Arrangement that allows for the funds to be used for specific circumstances and are not expected to occur routinely so that these funds within the Stabilization of Operations Fund be classified as committed funds in accordance with the Governmental Accounting Standards Board statement #54 on Fund Balance Reporting; and

BE IT FURTHER RESOLVED that General Fund transfer the committed fund balance of \$2,025,000 to the newly created Stabilization of Operations Fund prior to the fiscal year end June 30, 2019. These funds being transferred from prior years are deemed to primarily relate to revenue sources that the City is now specifically committing for the purposes of this fund.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Mesquite, Nevada
on the 13th of August, 2019.

THE CITY OF MESQUITE:

By: _____
Allan S. Litman, Mayor

Attest:

By: _____
Tracy Beck, City Clerk

Approved as to form:

By: _____
Robert Sweetin, City Attorney

NRS 354.6115 Fund to stabilize operation of local government and mitigate effects of natural disaster.

1. The governing body of a local government may, by resolution, establish a fund to stabilize the operation of the local government and mitigate the effects of natural disasters.

2. The money in the fund must be used only:

(a) If the total actual revenue of the local government falls short of the total anticipated revenue in the general fund for the fiscal year in which the local government uses that money; or

(b) To pay expenses incurred by the local government to mitigate the effects of a natural disaster.

➤ The money in the fund at the end of the fiscal year may not revert to any other fund or be a surplus for any purpose other than a purpose specified in this subsection.

3. The money in the fund may not be used to pay expenses incurred to mitigate the effects of a natural disaster until the governing body of the local government issues a formal declaration that a natural disaster exists. The governing body shall not make such a declaration unless a natural disaster is occurring or has occurred. Upon the issuance of such a declaration, the money in the fund may be used for the payment of the following expenses incurred by the local government as a result of the natural disaster:

(a) The repair or replacement of roads, streets, bridges, water control facilities, public buildings, public utilities, recreational facilities and parks owned by the local government and damaged by the natural disaster;

(b) Any emergency measures undertaken to save lives, protect public health and safety or protect property within the jurisdiction of the local government;

(c) The removal of debris from publicly or privately owned land and waterways within the jurisdiction of the local government that was undertaken because of the natural disaster;

(d) Expenses incurred by the local government for any overtime worked by an employee of the local government because of the natural disaster or any other extraordinary expenses incurred by the local government because of the natural disaster; and

(e) The payment of any grant match the local government must provide to obtain a grant from a federal disaster assistance agency for an eligible project to repair damage caused by the natural disaster within the jurisdiction of the local government.

4. The balance in the fund must not exceed 10 percent of the expenditures from the general fund for the previous fiscal year, excluding any federal funds expended by the local government.

5. The annual budget and audit report of the local government prepared pursuant to NRS 354.624 must specifically identify the fund.

6. The audit report prepared for the fund must include a statement by the auditor whether the local government has complied with the provisions of this section.

7. Any transfer of money from a fund established pursuant to this section must be completed within 90 days after the end of the fiscal year in which the natural disaster for which the fund was established occurs.

8. As used in this section:

(a) "Grant match" has the meaning ascribed to it in NRS 353.2725.

(b) "Natural disaster" means a fire, flood, earthquake, drought or any other occurrence that:

(1) Results in widespread or severe damage to property or injury to or the death of persons within the jurisdiction of the local government; and

(2) As determined by the governing body of the local government, requires immediate action to protect the health, safety and welfare of persons residing within the jurisdiction of the local government.

(Added to NRS by 1995, 2553; A 1999, 1660; 2001, 1808)



City Council Meeting Agenda Item 8

Submitted by: Aaron Baker

Submitting Department: City Manager

Meeting Date: August 13, 2019

Subject:

Consideration of Resolution 991 establishing a special revenue fund known as Compensated Absence Fund for the City of Mesquite and other matters properly relating thereto.

-Public Comment

-Discussion and Possible Action

Recommendation:

Approve Resolution 991 establishing a special revenue fund known as Compensated Absence Fund for the City of Mesquite and other matters properly relating thereto.

Petitioner:

Aaron Baker, Assistant to the City Manager and Dave Empey, Finance Director and Treasurer

Is this a budgeted item?

Yes

Fiscal Impact:

The funds sets transfers \$296,000 from the General Fund into the Compensated Absence Fund. The transfer is not a new expense to the city. Historically, this amount has been accounted for in the annual audit as "Committed for" and has remained in the General Fund balance.

Resolution 992 designates the long-term funding source for this fund.

Background:

Starting in FY16-17, the City started accounting for accumulated compensated absences earned by employees. The intent was to recognize the need to fund and minimize the unfunded liability for future payments. Currently, it is shown in the annual audit as "Committed for: Compensated absences."

As of June 30, 2018, the City had an unfunded general long-term liability of \$1,933,468.12 for accumulated compensated absences. Historically, the city has set aside \$296,000 to address a portion of this liability.

If approved, the resolution will be effective for FY18-19.

Attachments:

- [Resolution 991 - Establishing Compensated Absence Fund.docx](#)



RESOLUTION NUMBER 991

A RESOLUTION ESTABLISHING A SPECIAL REVENUE FUND KNOWN AS COMPENSATED ABSENCE FUND FOR THE CITY OF MESQUITE AND OTHER MATTERS PROPERLY RELATING THERETO.

WHEREAS, the City of Mesquite (City) is a political subdivision of the State of Nevada; and

WHEREAS, the City has policies related to the accumulated compensated absences earned by its employees; and

WHEREAS, the City recognizes the need to fund and minimize the unfunded liability for future payments; and

WHEREAS, it is in the best financial interest to establish a Special Revenue Fund to account for the compensated absences of the City; and

WHEREAS, all the specific committed revenue resources of this fund will include an apportionment of Property Tax and investment/interest income earned on the balance of the fund; and

WHEREAS, additional funding for this fund may come from the transfers for all funds that have salaries and benefits as a percentage of payroll or a fixed dollar amount per full-time equivalent (FTE) employee; and

WHEREAS, the City currently has an unfunded general long-term liability of \$1,933,468.12 as of June 30, 2018 as noted in the City's financial statements; and

WHEREAS, the goal shall be to fully fund the long-term compensated absences such that the fund balance shall be committed for such purpose and the amount as committed as computed by the legal liability created in granting compensated absences to employees; and

WHEREAS, the money in the fund may only be used for the purpose of paying off accrued compensated absences earned by City employees during their employment; and

WHEREAS, the money that remains in the account at the end of a fiscal year does not revert to

the City's General Fund, and the balance in the account must be carried forward to the next fiscal year; and

WHEREAS, the revenues in the Fund will be used for the purpose of the fund; and

WHEREAS, the money shall be expended in a manner that complies with the Nevada Revised Statutes.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Mayor and City Council of the City of Mesquite to adopt this Resolution providing for the establishment of this special revenue fund to be named "Compensated Absence Fund" which the revenues will be classified as specific committed revenues and the related expenditures be accounted for as required by NRS Chapter 354. This fund will pay for the accrued compensated absences of the City for employees who leave employment of the City.

BE IT FURTHER RESOLVED, that the accrued compensated balance as of June 30, 2018 of \$296,000 be transferred from the General Fund to the Compensated Absence Fund prior to June 30, 2019. These funds being transferred from prior years are deemed to primarily relate to revenue sources that the entity is now specifically committing for the purposes of this fund.

BE IT FURTHER RESOLVED, that this resolution shall be effective retroactive to the 1st day of July 2018.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Mesquite, Nevada on the 13th of August, 2019.

THE CITY OF MESQUITE:

By: _____
Allan S. Litman, Mayor

Attest:

By: _____
Tracy Beck, City Clerk

Approved as to form:

By: _____
Robert Sweetin, City Attorney



City Council Meeting Agenda Item 9

Submitted by: Aaron Baker

Submitting Department: City Manager

Meeting Date: August 13, 2019

Subject:

Consideration of Resolution 992 specifically committing revenue resources in accordance with the provisions of Statement Number 54 of Governmental Accounting Standard Board, fund balance reporting and governmental fund type for property taxes to remain until a similar board action is taken to change the commitment and other matters properly relating thereto.

-Public Comment

-Discussion and Possible Action

Recommendation:

Approve Resolution 992 specifically committing revenue resources in accordance with the provisions of Statement Number 54 of Governmental Accounting Standard Board, fund balance reporting and governmental fund type for property taxes to remain until a similar board action is taken to change the commitment and other matters properly relating thereto.

Petitioner:

Aaron Baker, Assistant to the City Manager and Dave Empey, Finance Director and Treasurer

Is this a budgeted item?

Yes

Fiscal Impact:

Property tax revenue received by the City will be apportioned first to the Stabilization of Operations Fund in the base amount of \$10,000.00 and remaining balance apportioned as determined in the Final Budget approved by the City Council sent to the Department of Taxation.

Second, property tax revenue will be apportioned to the Compensated Absence Fund in the base amount of \$10,000.00 and remaining balance apportioned as determined in the Final Budget approved by the City Council.

Additionally, the resolution states that any interest earnings on the fund balance of the Stabilization of Operations Fund and the Compensated Absence Fund shall be committed to their respective fund and be retained to support the purpose of that fund.

Background:

In order to properly implement Resolutions 990 and 991, the Governmental Accounting Standards Board through Statement 54, Fund Balance Reporting and Governmental Fund Type Definitions,

requires Special Revenue Funds to be used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditures for the specified purposes. Further, the proceeds of specific revenue resources establishes that one or more specific restricted or committed revenues should be the foundation for a special revenue fund.

This resolution specially commits revenues through the apportionment in the budget process for specific purposes pursuant to Resolutions 990 and 991.

If approved, the resolution will be effective for FY18-19.

Attachments:

- [Resolution 992 - Commitment of Specific Revenues.docx](#)



RESOLUTION NUMBER 992

A RESOLUTION SPECIFICALLY COMMITTING REVENUE RESOURCES IN ACCORDANCE WITH THE PROVISIONS OF STATEMENT NUMBER 54 OF GOVERNMENTAL ACCOUNTING STANDARD BOARD, FUND BALANCE REPORTING AND GOVERNMENTAL FUND TYPE FOR PROPERTY TAXES TO REMAIN UNTIL A SIMILAR BOARD ACTION IS TAKEN TO CHANGE THE COMMITMENT AND OTHER MATTERS PROPERLY RELATING THERETO.

WHEREAS, the Governmental Accounting Standards Board through Statement 54, Fund Balance Reporting and Governmental Fund Type Definitions, requires Special Revenue Funds to be used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditures for the specified purposes; and

WHEREAS, the proceeds of specific revenue resources establishes that one or more specific restricted or committed revenues should be the foundation for a special revenue fund; and

WHEREAS, the Mayor and City Council acting as the high level of governing authority for the City of Mesquite, shall specially commit revenues through the apportionment in the budget process; and

WHEREAS, the amounts committed can only be used for specific purposes pursuant to constraints imposed by formal action of the Mayor and City Council and reported as committed fund balance; and

WHEREAS, these committed amounts cannot be used for any other purpose unless the Mayor and City Council removes or changes the specified use by taking the same type of action it employed to previously commit these revenues resources, and

WHEREAS, the Mayor and City Council have previously approved an appropriate level of fund balance reporting policy that addresses fund balance reporting, classifications, governmental fund type definitions, minimum fund balance policies, flow of funds and fiscal year end commitment classifications.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Mayor and City Council to specifically commit Property Taxes allocated to the General Fund and Interest Income as noted in

Attachment A hereto as commitment base level of funding. This will result in a special commitment of these revenue resources to the various funds to be used specifically for the purposes of the fund. The commitment shall remain in effect until a similar action is taken by the Mayor and City Council.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Mesquite, Nevada on the 25th of June, 2019.

THE CITY OF MESQUITE:

By: _____
Allan S. Litman, Mayor

Attest:

By: _____
Tracy Beck, City Clerk

Approved as to form:

By: _____
Robert Sweetin, City Attorney

Attachment A

PROPERTY TAX REVENUES:

Property Tax revenues received by the City shall be apportioned first to the Stabilization of Operations Fund in the base amount of \$10,000.00 and remaining balance apportioned as determined in the Final Budget approved by the City Council sent to the Department of Taxation, second to the Compensated Absence Fund in the base amount of \$10,000.00 and remaining balance apportioned as determined in the Final Budget approved by the City Council sent to the Department of Taxation.

INTEREST EARNINGS:

Interest earnings on the fund balance of the Stabilization of Operations Fund and the Compensated Absence Fund shall be committed to their respective fund and be retained to support the purpose of that fund.



City Council Meeting Agenda Item 10

Submitted by: Tracy Beck
Submitting Department: Mayor & Council
Meeting Date: August 13, 2019

Subject:

Consideration of Resolution 996 opposing Bureau of Land Management Oil and Gas Lease Sales in the region and other matters properly related thereto.

- Public Comment
- Discussion and Possible Action

Recommendation:

Approve Resolution 996 opposing Bureau of Land Management Oil and Gas Lease Sales in the region and other matters properly related thereto.

Petitioner:

George Gault, Council Member

Is this a budgeted item?

No

Fiscal Impact:

Indeterminable at this time

Background:

By statute, the Bureau of Land Management (BLM) is required to offer quarterly oil and gas lease sales of available federal lands. Recently, the BLM notified the public that there will be a sale on Nov. 12, 2019. Some of the parcels included in the 2019 proposed sale are located directly above the region's water system's aquifer supply (Basin 222) and up gradient from the direction of groundwater flow to the region's water sources.

Included with this agenda item is are three maps showing the location of all the proposed sale parcels. In particular, Parcel Group C is located in Basin 222. In addition to the location maps is a map showing the parcel groups in relation to the water basins.

In 2015, the City submitted comments formally opposing a similar oil and gas lease sale. Ultimately, the parcels that the City opposed were withdrawn from consideration.

This resolution would create a formal City position opposing the proposed and future oil and gas lease sales in the region. That way, if this type of sale is proposed in the future, this resolution can be re-submitted for comment. Future councils can rescind or amend this resolution.

The Virgin Valley Water District has submitted a letter in opposition to the sale. Their comments are included in the back-up for this agenda item.

The BLM has created a website with the environmental documents, lists and maps of the parcels and attached stipulations: <https://go.usa.gov/xyE2r>

The comment period is 30 days and closes August 17, 2019.

Attachments:

- [Resolution 996 - Opposition to Oil and Gas Lease Sale.pdf](#)
- [Location Map for Parcel Group A.pdf](#)
- [Location Map for Parcel Group B.pdf](#)
- [Location Map for Parcel Group C.pdf](#)
- [Map of Lease Parcel Hydrographic Basins.pdf](#)
- [Virgin Valley Water District \(VVWD\) 2019 Oil and Gas Lease Comments 7_30_19.pdf](#)



RESOLUTION NUMBER 996

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE OPPOSING BUREAU OF LAND MANAGEMENT OIL AND GAS LEASE SALES IN THE REGION.

WHEREAS, from time to time the Bureau of Land Management (BLM) makes available federal lands for oil and gas lease sale; and

WHEREAS, in order to propose parcels for lease and gas sales, the BLM must conduct a preliminary Environmental Analysis; and

WHEREAS, the Environmental Analysis process includes a public comment period; and

WHEREAS, the BLM has notified the public regarding a preliminary Environmental Analysis for a proposed oil and gas lease sale; and

WHEREAS, the proposed oil and gas lease sale contains parcels that in located directly above the region's water system's aquifer supply (Basin 222) and up gradient from the direction of groundwater flow to the region's water sources; and

WHEREAS, all of the City of Mesquite (City) and the region's culinary water comes from Basin 222; and

WHEREAS, the Virgin Valley Water District (VVWD) is the City and region's water purveyor; and

WHEREAS, VVWD has formally submitted comments requesting that the BLM not allow any lease sales of parcels that could potentially impact their current and future water system; and

WHEREAS, the City recognizes the importance of natural resources to Nevada, but believes it is important to minimize adverse impacts of oil and gas resource development to the public's health, safety, and welfare; and

WHEREAS, many of the chemicals injected during the development of oil and gas resources have documented adverse health effects and/or adverse environmental impacts; and

WHEREAS, there have been documented cases of water contamination near oil and gas sites, including people lighting their drinking water on fire; and

WHEREAS, there is no scientific research unequivocally proving that VVWD's current and future water system will not be adversely impacted by this oil and gas lease sale; and

WHEREAS, the pollution of water caused the development of oil and gas resources also threatens the long term economic well being of Mesquite residents, businesses and visitors, which are all dependent on clean drinking water.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Mayor and City Council of the City of Mesquite that the City does hereby oppose oil and gas lease sales in the region and the officers of the City are directed to take all actions necessary to effectuate the intent of this resolution both now and for future lease sales.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Mesquite, Nevada on the 13th of August, 2019.

THE CITY OF MESQUITE:

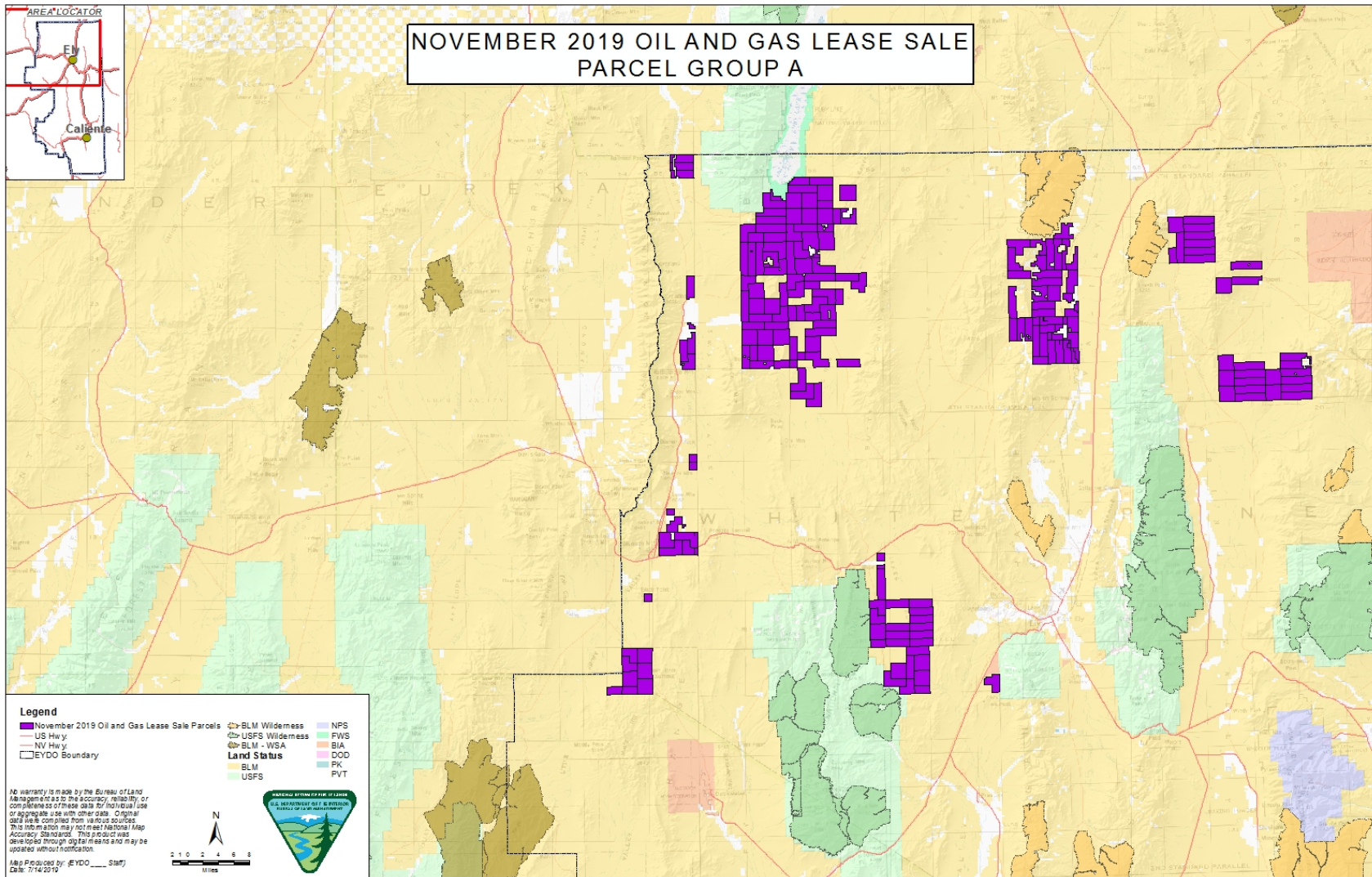
By: _____
Allan S. Litman, Mayor

Attest:

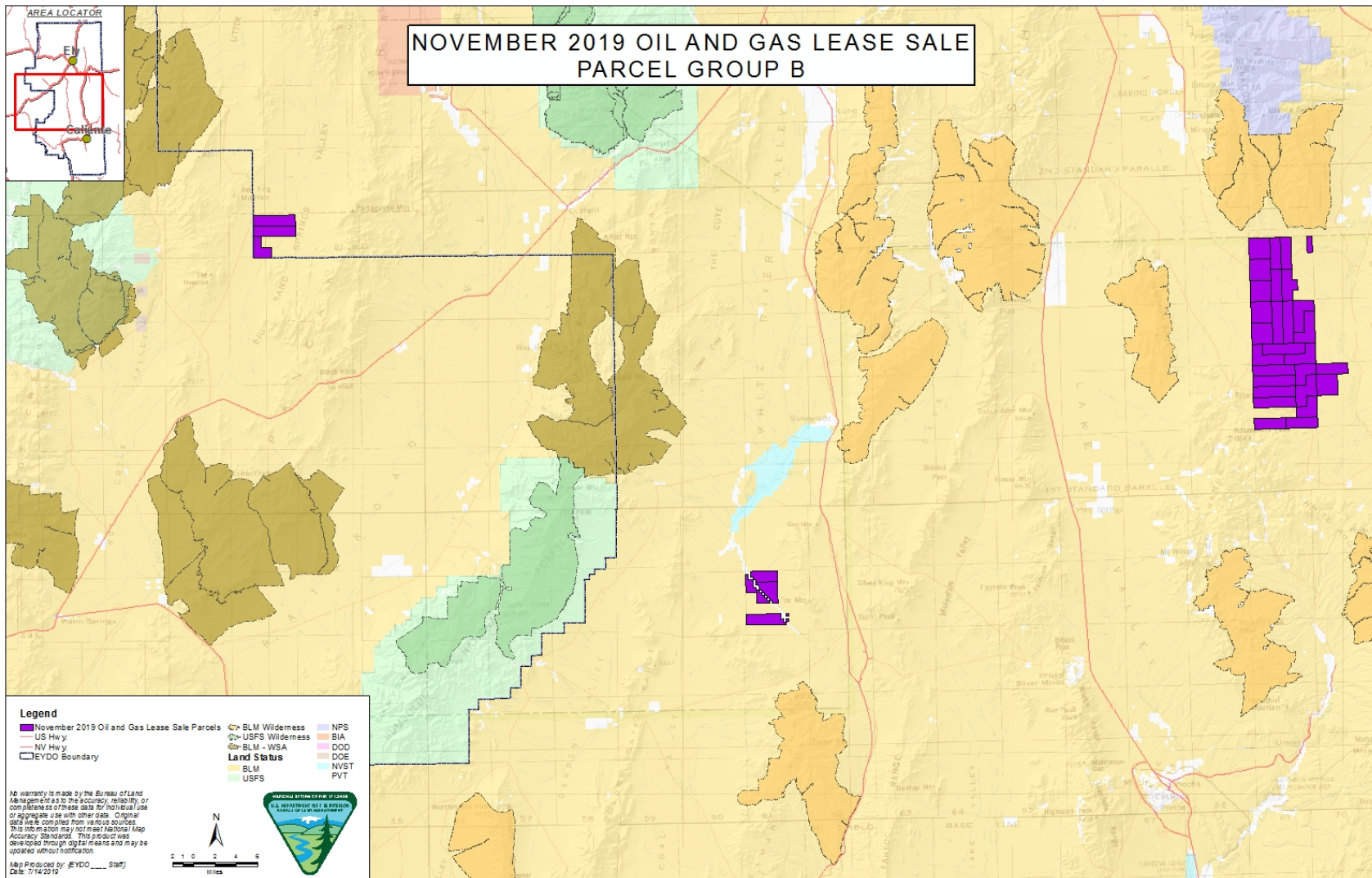
Approved as to form:

By: _____
Tracy Beck, City Clerk

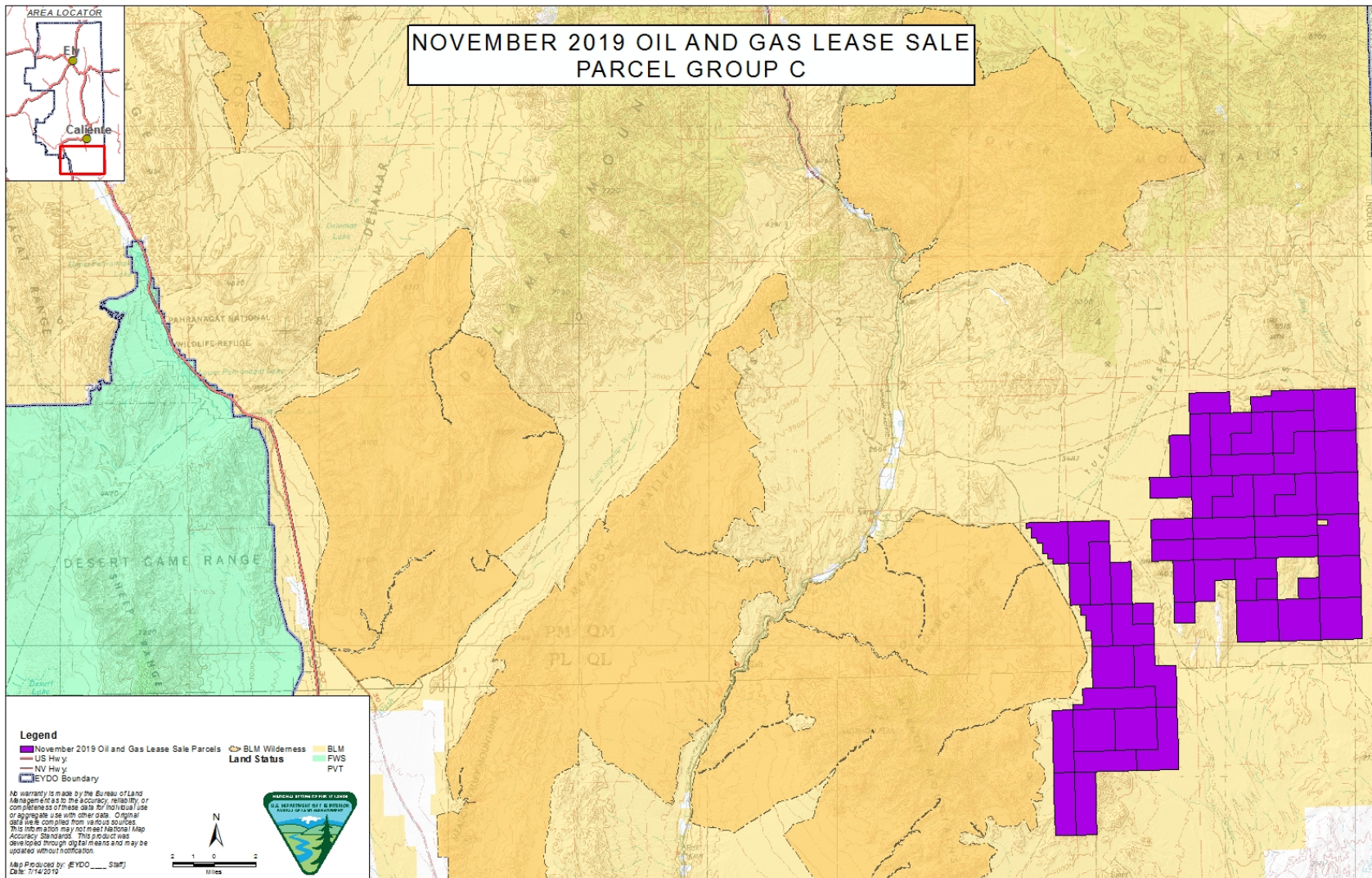
By: _____
Robert Sweetin, City Attorney



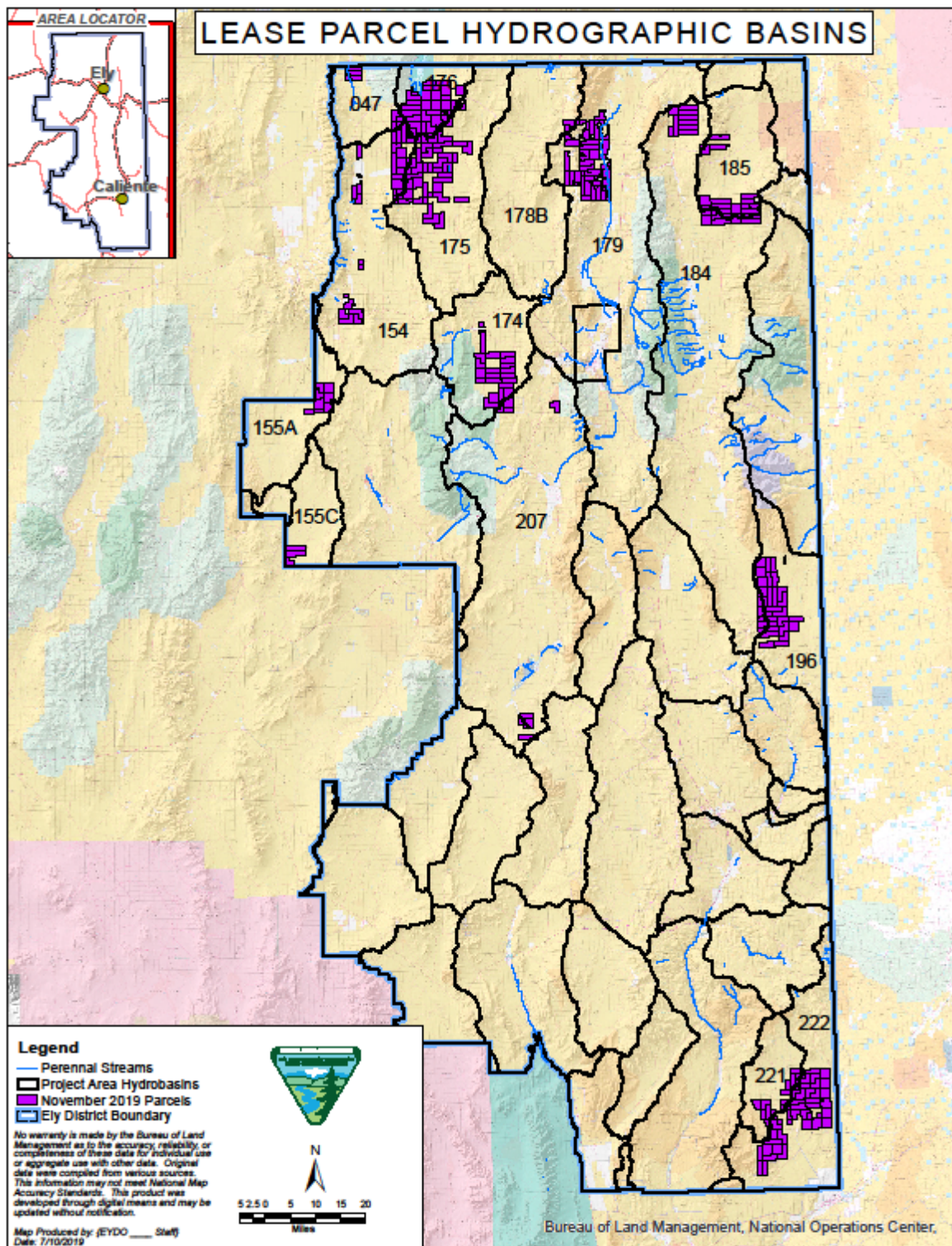
Map 1. November 2019 Oil and Gas Lease Sale Nominated Parcels – Group A



Map 2. November 2019 Oil and Gas Lease Sale Nominated Parcels – Group B



Map 3. November 2019 Oil and Gas Lease Sale Nominated Parcels – Group C



Map A. 1 Hydrographic Basins in Analysis Area



July 30, 2019

Bureau of Land Management
Attn: Tiera Arbogast
702 North Industrial Way
Ely, NV 89301
FAX: 775-289-1910

Subject: Comments on the Preliminary Environmental Assessment - November 2019
Competitive Oil and Gas Lease Sale: DOI-BLM-NV-L000-2019-0004-EA in Lincoln,
Nye, and White Pine Counties

Dear Ms. Arbogast:

The Virgin Valley Water District (VVWD) hereby submits our comments (Attachment A) regarding the subject proposed Oil and Gas Lease Sales. Our comments are primarily directed at the Parcels identified in the purple areas in Southeast Lincoln County identified on Map 3 titled: November 2019 Oil and Gas Lease Sale Nominated Parcels – Group C (Attachment B). The Group C Parcels the VVWD is concerned about are directly above our water system's aquifer supply (Basin 222) and up gradient from the direction of groundwater flow to our water sources. The Virgin Valley Water District provides culinary water to the 23,000+ citizens of Mesquite and Bunkerville, as well as visitors to the area. All of our current culinary water sources are groundwater based and come from water Basin 222 where the Parcels of concern are located.

Because of the proximity to our current and future well sites, and the recharge area for Basin 222, we request the Bureau of Land Management **not allow** any lease sales in the subject parcels because there is not enough scientific data to determine potential impacts of oil and gas exploration, development, and production to the Muddy Creek Aquifer, from which we draw the drinking water for the Town of Bunkerville and Mesquite City. Also, the future proposed areas for which we intend to drill additional water supply wells are near where the proposed parcels are located.

Our comments (Attachment A) are similar to previous comments VVWD has submitted for proposed oil and gas lease sales. The VVWD has significant concerns regarding the lack of specific discussion about the potential impacts to the VVWD's drinking water sources. The VVWD relies heavily on groundwater sources in Basin 222, where much of the Group C parcels are located. The VVWD holds 98.5% (12,271 acre-feet per year (afy) out of a total of 12,443 afy) of the permitted water rights in Basin 222. The VVWD's wells utilize the Muddy Creek Aquifer for the VVWD's water supply. The wells range from 600 feet deep to 2,500 feet deep.

145

VIRGIN VALLEY WATER DISTRICT

Two of the VVWD's nine wells and two more planned wells are located in southern Lincoln County just a few miles from the Parcels of concern. Because of the location of the VVWD's water sources, and the lack of detail on the potential impacts to those water sources, the VVWD requests the BLM **not allow** the Oil and Gas Lease Sale for the Parcels in the area of concern.

Thank you for the opportunity to comment and express our concerns. Should you have any questions, please contact me at 702-346-5731 and/or kbrown@vvh2o.com.

Sincerely,



Kevin W. Brown
General Manager, VVWD

Attachments

ATTACHMENT A

Virgin Valley Water District (VVWD) Comments

Proposed 2019 Oil and Gas Leases

The comments below relate to the specific pages and headings in the Preliminary Environmental Assessment - November 2019 Competitive Oil and Gas Lease Sale: DOI-BLM-NV-L000-2019-0004.

Page 2. Section 1.3 - Decision to be Made.

The proposed Group C parcels are up gradient from the VVWD's existing and proposed well sites. The VVWD requests the BLM **not allow** leasing of the Group C parcels because of the very close proximity to the VVWD's current wells, and a proposed well near the Group C parcel. The VVWD's wells utilize the Muddy Creek Aquifer for the VVWD's water supply. The wells range from 600 feet deep to 2,500 feet deep. Two of the VVWD's 8 wells are located in southern Lincoln County just a few miles from the Group C parcels. Not knowing the depth of oil and gas exploration, development, and production; it is unknown whether the VVWD's well sources may or may not be impacted. If the oil and gas lease sales are allowed to move forward, the VVWD will require that the lessee(s) of the Group C parcels install groundwater monitoring wells between the VVWD's well sites and the Group C parcels to be able to establish water table level and water quality baselines and monitor groundwater table reduction and water quality.

Page 3. Section 1.4.2 - Relationship to Statutes, Regulations, or Other Plans

The Virgin Valley Water District is regulated at the federal government level under the Safe Drinking Water Act. This section of the document should also make reference the federal Safe Drinking Water Act along with the other federal references cited.

Page 8. Map 3. November 2019 Oil and Gas Lease Sale Nominated Parcels – Group C

The referenced map is not of sufficient detail/scale to determine precise location of proposed parcels to VVWD's existing and planned culinary water wells. Based on the rough estimates, the proposed parcels are in a close proximity to VVWD's existing and proposed assets.

The proposed Group C parcels are up gradient from our existing and proposed well sites. The VVWD requests the BLM **not allow** leasing of the Group C parcels because of the very close proximity to the VVWD's current wells, and a proposed well near the Group C parcel. The VVWD's wells utilize the Muddy Creek Aquifer for the VVWD's water supply. The wells range from 600 feet deep to 2,500 feet deep. Two of the VVWD's 8 wells are located in southern Lincoln County just a few miles from the Group C parcels. Not knowing the depth of oil and gas exploration, development, and production; it is unknown whether the VVWD's well sources may

or may not be impacted. If the oil and gas lease sales are allowed to move forward, the VVWD will require that the lessee(s) of the Group C parcels install groundwater monitoring wells between the VVWD's well sites and the Group C parcels to be able to establish water table level and water quality baselines and monitor groundwater table reduction and water quality.

Page 12. Table 3.1 – Resources Considered (Supplemental Authorities)

Human Health and Safety. While no humans live in the proposed Group C parcel areas, humans do live in the Virgin Valley. The 23,000+ humans in Mesquite and Bunkerville consume groundwater that is pumped from wells that are down gradient from the Group C parcel areas. There are potential scenarios upon which, if oil and gas development goes awry, the culinary water for the humans living in Mesquite and Bunkerville could become compromised and human health could be at risk. VVWD believes this invaluable resource should have a check mark under the column “Present/May be Affected” and additional “Rationale” should be included (see language throughout this document).

Pages 20 – 23. Section 3.3.4 – Water Quality, Surface and Ground

Because Map 1.3, that displays Group C parcels, does not also display municipal wellhead groundwater protection zones, or even current and proposed municipal wells, it is hard to determine if any municipal wells could be affected by oil and gas development in the Group C parcel area. The VVWD requests the BLM **not allow** leasing of the Group C parcels because of the very close proximity to the VVWD's current wells, and a proposed well near the Group C parcel. The VVWD's wells utilize the Muddy Creek Aquifer for the VVWD's water supply. The wells range from 600 feet deep to 2,500 feet deep. Two of the VVWD's 8 wells are located in southern Lincoln County just a few miles from the Group C parcels. Not knowing the depth of oil and gas exploration, development, and production; it is unknown whether the VVWD's well sources may or may not be impacted. If the oil and gas lease sales are allowed to move forward, the VVWD will require that the lessee(s) of the Group C parcels install groundwater monitoring wells between the VVWD's well sites and the Group C parcels to be able to establish water table level and water quality baselines and monitor groundwater table reduction and water quality.

Also, this section needs to be quite clear that any water use for production of oil and gas purposes requires a valid Nevada Water Right. In Table 3.2, Hydrographic Basin Summary, the VVWD has been appropriated 12,271 acre-feet of the possible available 12,443 acre-feet available in Basin 222 where the proposed Group C parcels are located. The other 173 available acre-feet are also appropriated to other users. The bottom line is there is not sufficient groundwater available for oil and gas production in Basin 222.

Section 3.3.4 does not address the potential impacts to the aquifer by fracking.

The bottom line is the VVWD disagrees with the “No Action Alternative” because the VVWD believes necessary investigations regarding the impacts to existing and planned culinary deep wells and water rights has not been sufficiently performed.

Page 51, Chapter 5. Consultation and Coordination

The VVWD is troubled by the lack of individuals and organizations consulted with prior to the Public Comment Period. State agencies that were not listed but should have been included are the State Engineers Office, Nevada Department of Environmental Protection – Bureau of Safe Drinking Water, and the Nevada Division of Minerals. Also, the local jurisdictions of the City of Mesquite, Town of Bunkerville, Virgin Valley Water District, and Lincoln County Water District should have been coordinated with. Prior coordination with these entities may have addressed some of the issues being raised in VVWD's comments.

Page 55. Appendix A. Map A. 1 – Hydrographic Basins in Analysis Area

Because Map A.1 that displays Group C parcels does not also display Municipal Wellhead Zones, or even current and proposed municipal wells, it is hard to determine if any municipal wells could be affected by oil and gas development in the Group C parcel area. The VVWD requests the BLM **not allow** leasing of the Group C parcels because of the very close proximity to the VVWD's current wells, and a proposed well near the Group C parcel. The VVWD's wells utilize the Muddy Creek Aquifer for the VVWD's water supply. The wells range from 600 feet deep to 2,500 feet deep. Two of the VVWD's 8 wells are located in southern Lincoln County just a few miles from the Group C parcels. Not knowing the depth of oil and gas exploration, development, and production; it is unknown whether the VVWD's well sources may or may not be impacted. If the oil and gas lease sales are allowed to move forward, the VVWD will require that the lessee(s) of the Group C parcels install groundwater monitoring wells between the VVWD's well sites and the Group C parcels to be able to establish water table level and water quality baselines and monitor groundwater table reduction and water quality.

There are other maps depicting other critical environmental concerns which are much more detailed and infers that a much higher level of research had been performed regarding the specific issues (i.e., VRM Analysis, Greater Sage Grouse Winter Habitat, Wilderness Characteristics). Why was a water resources map not developed showing Basin hydro-geologic information (location of wells, groundwater flow direction, depths to groundwater, horizontal hydraulic conductivity, etc.)?

Page 126. Appendix D – Stipulations and Lease Notices

There are many stipulations regarding wildlife requirements. Should the BLM allow the oil and gas lease sales to move forward, which VVWD opposes, VVWD would like to participate in developing groundwater protection stipulations, some of which have been included in this document.

Page 212. Appendix E – Ely District Best Management Practices for Oil & Gas

Appendix E, Water Resources provides much information and direction regarding protection of surface waters during fire operations. However, there is little or no direction

regarding protection of groundwater during development, production, and well closeout phases. The VVWD feels strongly that Best Management Practices for protecting groundwater need to be included as part of Appendix E.

Page 220. Appendix F. Hydraulic Fracturing Technology Paper

This section also needs to refer to and/or include the Environmental Protection Agency's documentation on potential impacts on Drinking Water Resources:

"The hydraulic fracturing water cycle describes the use of water in hydraulic fracturing, from water withdrawals to make hydraulic fracturing fluids, through the mixing and injection of hydraulic fracturing fluids in oil and gas production wells, to the collection and disposal or reuse of produced water. These activities can impact drinking water resources under some circumstances. Impacts can range in frequency and severity, depending on the combination of hydraulic fracturing water cycle activities and local- or regional-scale factors."

<https://www.epa.gov/hfstudy>

The proposed Group C parcels are up gradient from our existing and proposed well sites. The VVWD requests the BLM **not allow** leasing of the Group C parcels because of the very close proximity to the VVWD's current wells, and a proposed well near the Group C parcel. The VVWD's wells utilize the Muddy Creek Aquifer for the VVWD's water supply. The wells range from 600 feet deep to 2,500 feet deep. Two of the VVWD's 8 wells are located in southern Lincoln County just a few miles from the Group C parcels. Not knowing the depth of oil and gas exploration, development, and production; it is unknown whether the VVWD's well sources may or may not be impacted. If the oil and gas lease sales are allowed to move forward, the VVWD will require that the lessee(s) of the Group C parcels install groundwater monitoring wells between the VVWD's well sites and the Group C parcels to be able to establish water table level and water quality baselines and monitor groundwater table reduction and water quality.

Page 223. Appendix F. Hydraulic Fracturing Technology Paper – Water Availability and Consumption Estimates

This section needs to be quite clear that any water use for production of oil and gas purposes requires a valid Nevada Water Right. In Section 3.3.4 of the Preliminary Environmental Assessment, Table 3.2, Hydrographic Basin Summary, the VVWD has been appropriated 12,271 acre-feet of the possible available 12,443 acre-feet available in Basin 222 where the proposed Group C parcels are located. The other 173 available acre-feet are also appropriated to other users. The bottom line is there is not sufficient groundwater available for oil and gas production in Basin 222.

Page 226. Appendix F. Hydraulic Fracturing Technology Paper – III. Potential Impacts to Usable Water Zones

The proposed Group C parcels are up gradient from our existing and proposed well sites. The VVWD requests the BLM **not allow** leasing of the Group C parcels because of the very close proximity to the VVWD's current wells, and a proposed well near the Group C parcel. The VVWD's wells utilize the Muddy Creek Aquifer for the VVWD's water supply. The wells range from 600 feet deep to 2,500 feet deep. Two of the VVWD's 8 wells are located in southern Lincoln County just a few miles from the Group C parcels. Not knowing the depth of oil and gas exploration, development, and production; it is unknown whether the VVWD's well sources may or may not be impacted. If the oil and gas lease sales are allowed to move forward, the VVWD will require that the lessee(s) of the Group C parcels install groundwater monitoring wells between the VVWD's well sites and the Group C parcels to be able to establish water table level and water quality baselines and monitor groundwater table reduction and water quality.

And again, this section also needs to refer to and/or include the Environmental Protection Agency's documentation on potential impacts on Drinking Water Resources:

"The hydraulic fracturing water cycle describes the use of water in hydraulic fracturing, from water withdrawals to make hydraulic fracturing fluids, through the mixing and injection of hydraulic fracturing fluids in oil and gas production wells, to the collection and disposal or reuse of produced water. These activities can impact drinking water resources under some circumstances. Impacts can range in frequency and severity, depending on the combination of hydraulic fracturing water cycle activities and local- or regional-scale factors."

<https://www.epa.gov/hfstudy>

Page 232. Appendix F. Hydraulic Fracturing Technology Paper – VI. Public Health and Safety

While no humans live in the proposed Group C parcel areas, humans do live in the Virgin Valley and depend 100% on the groundwater in hydro-geographic Basin 222 for their culinary water supply. The 23,000+ humans in Mesquite and Bunkerville consume groundwater that is pumped from wells that are immediately down gradient from the Group C parcel areas. There are potential scenarios upon which, if oil and gas development goes awry, the culinary water for the humans living in Mesquite and Bunkerville could become compromised and human health could be at risk.

Page 233. Appendix F. Hydraulic Fracturing Technology Paper – VIII. References

The second reference listed is outdated:

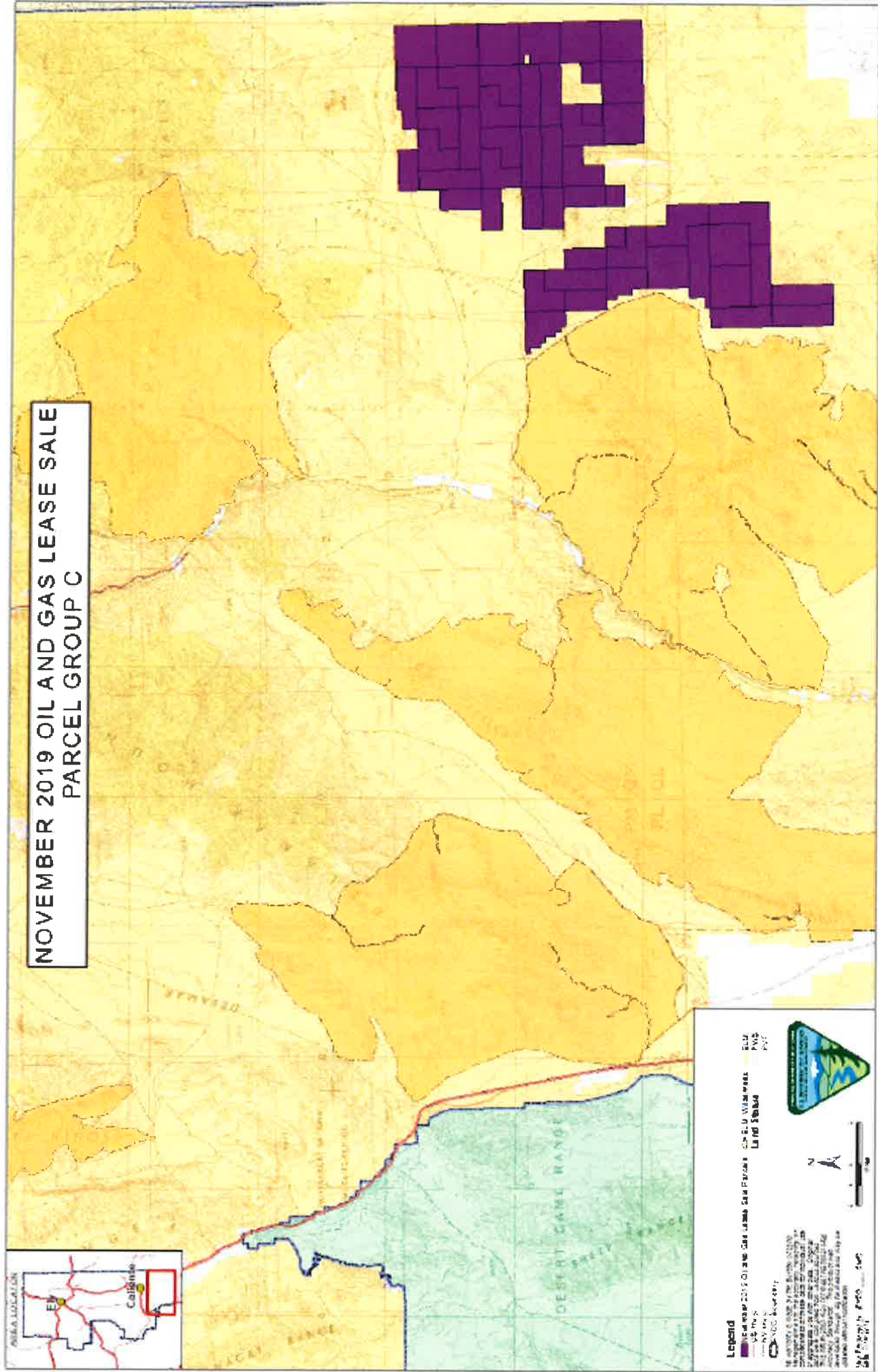
"EPA June 2010. U.S. Environmental Protection Agency, Office of Research and Development, "Hydraulic Fracturing Research Study". Website:

<http://www.epa.gov/ogwdw000/uic/pdfs/hfresearchstudyfs.pdf>

New reference should be:

EPA December 2016. U.S. Environmental Protection Agency, Office of Research and Development, "Hydraulic Fracturing For Oil and Gas: Impacts From The Hydraulic Fracturing Water Cycle On Drinking Water Resources In The United States (Final Report)" Website: <https://www.epa.gov/hfstudy>

Attachment B



Map 3. November 2019 Oil and Gas Lease Sale Nominated Parcels – Group C



City Council Meeting Agenda Item 11

Submitted by: Tracy Beck

Submitting Department: City Manager

Meeting Date: August 13, 2019

Subject:

Mayor's Comments and Reports

Recommendation:

Petitioner:

Andy Barton, City Manager

Is this a budgeted item?

No

Fiscal Impact:

Background:

Attachments:

-



City Council Meeting Agenda Item 12

Submitted by: Tracy Beck
Submitting Department: City Manager
Meeting Date: August 13, 2019

Subject:

City Council and Staff Reports and Comments.

Recommendation:

Petitioner:

Andy Barton, City Manager

Is this a budgeted item?

No

Fiscal Impact:

Background:

Attachments:

-



City Council Meeting Agenda Item 13

Submitted by: Richard Secrist

Submitting Department: Development Services

Meeting Date: August 13, 2019

Subject:

Consideration of Variance Case No. V-19-002 (Triangle Townhomes) to reduce the required setback from I-15 from 50 feet (as required in MMC 9-8-2C-7a) to 25 feet, located at 755 and 751 West Old Mill Road, in the Multi-Family (MF-1) Zone.

-Public Hearing

-Discussion and Possible Action

Recommendation:

Open the public hearing for comment and approve the variance.

Petitioner:

Richard Secrist, Development Services Director

Is this a budgeted item?

No

Fiscal Impact:

None

Background:

The applicant is requesting a variance from the 50-foot setback requirement for residential uses from the I-15 freeway right-of-way. The applicant seeks relief of 25-feet, in order for this property to be developed. The property is located on a triangular parcel between I-15 and Old Mill Road.

When the tentative map for this site was reviewed back in February of this year, the applicant was showing a 15-foot setback from the ROW line. Staff was not aware of the code section requiring a 50-foot setback, and so it wasn't brought up at the time. This particular code section did not come to light until the owners submitted plans for Final Map Approval, when staff happened to see it while reading the code.

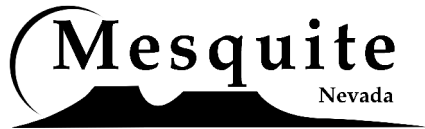
To help understand why this requirement could have been missed, it is located in Chapter 8 Supplementary Use and Development Standards, in Section 2 Area and Bulk Regulations, right after a section dealing with Sight Zones for Multi-Family and Non-Residential driveways. And it is titled – Special Conditions. In other words, it is not in a location one would normally look for required setbacks. Once discovered, staff alerted the applicants, and suggested they may want to consider a variance request.

Access to the property is from Old Mill Road via an “eye brow” turn-around at the curb-cut entry. Under the original plan, 5 dwelling units were proposed, 2 in a duplex building, and 3 other detached units. Now, if they succeed in getting the 25-foot variance, they hope to fit 4 units on the property. With a 50-foot setback the property is unbuildable.

Floor plans and architectural details will be submitted later with Architectural and Site Plan Review. Parking will be provided at the rate of 2 spaces per unit, with one space overall for visitor parking.

Attachments:

- [Memo_TriangleTownHomes_ V-19-002.doc](#)
- [V-19-002_App&Plans.pdf](#)



TO: Honorable Mayor and City Council

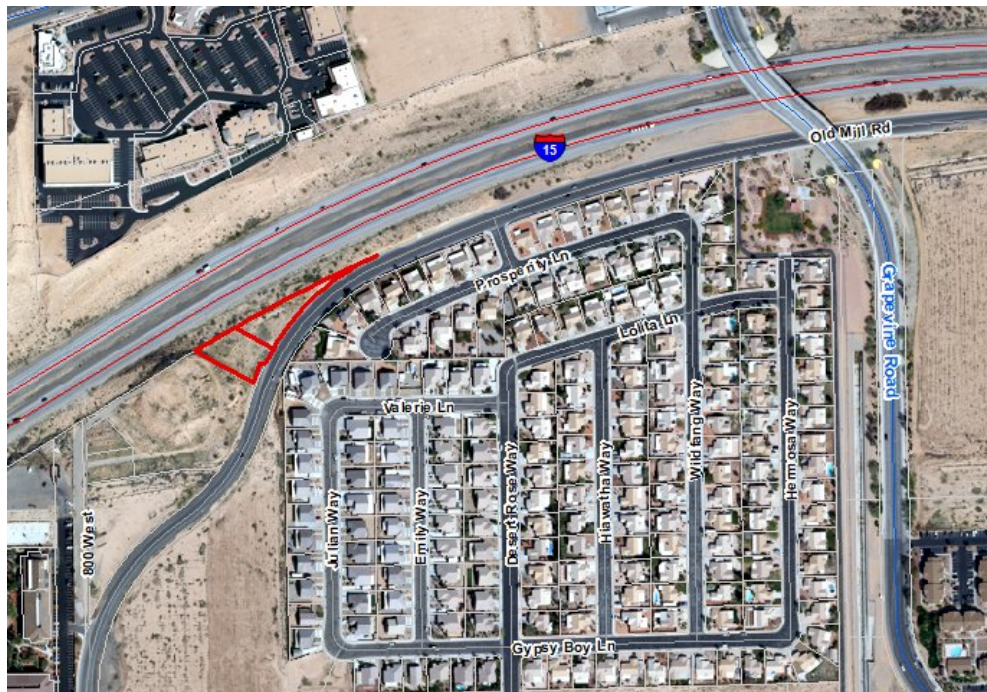
FROM: Richard Secrist, Development Services Director

DATE: August 13, 2019

RE: Consideration of Variance Case No. V-19-002 (Triangle Townhomes) to reduce the required setback from I-15 from 50 feet (as required in MMC 9-8-2C-7a) to 25 feet, located at 755 and 751 West Old Mill Road, in the Multi-Family (MF-1) Zone.

Background

The applicant is requesting a variance from the 50-foot setback requirement for residential uses from the I-15 freeway right-of-way. The applicant seeks relief of 25-feet, in order for this property to be developed. The property is located on a triangular parcel between I-15 and Old Mill Road.



When the tentative map for this site was reviewed back in February of this year, the applicant was showing a 15-foot setback from the ROW line. Staff was not aware of the code section requiring a 50-foot setback, and so it wasn't brought up at the time. This particular code section did not come to light until the owners

submitted plans for Final Map Approval, when staff happened to see it while reading the code.

To help understand why this requirement could have been missed, it is located in Chapter 8 Supplementary Use and Development Standards, in Section 2 Area and Bulk Regulations, right after a section dealing with Sight Zones for Multi-Family and Non-Residential driveways. And it is titled – Special Conditions. In other words, it is not in a location one would normally look for required setbacks. Once discovered, staff alerted the applicants, and suggested they may want to consider a variance request.

Access to the property is from Old Mill Road via an “eye brow” turn-around at the curb-cut entry. Under the original plan, 5 dwelling units were proposed, 2 in a duplex building, and 3 other detached units. Now, if they succeed in getting the 25-foot variance, they hope to fit 4 units on the property. With a 50-foot setback the property is unbuildable.

Floor plans and architectural details will be submitted later with Architectural and Site Plan Review. Parking will be provided at the rate of 2 spaces per unit, with one space overall for visitor parking.

Key Facts

- The proposed town homes are located across Old Mill Road from the Calistoga Ranch and Desert Springs Subdivisions.
- The subdivision will be a *common interest community*.
- MMC 9-8-2C-7a requires residential uses to be setback 50' from I-15 right-of-way.
- Applicant proposes 25' setback.

Analysis

Criteria: The *City Council* shall consider the following criteria when making its decision:

a. The variance requested arises from a condition or conditions which are unique to the property in question and which are not ordinarily found in the same zone or district; that the condition was not created by an action or actions of the property owner or applicant; and that the condition existed prior to enactment of these regulations;

Comment: There are some physical practical difficulties with this site. For example:

- This is a shallow, irregularly shaped property between two roadways.
- These are remnant parcels leftover from the dedication and construction of I-15 and Old Mill Road.

b. The granting of the permit for the variance will not adversely affect the rights of adjacent property owners or residents;

Comment: The granting of the setback variance should in no way adversely affect the rights of adjacent property owners.

c. The strict application of the provisions of these regulations would constitute unnecessary hardship upon the property owner;

Comment: Requiring the setback from rear property line (NDOT ROW) to be 50' renders the site unbuildable, and is unnecessary.

d. The variance desired will not adversely affect the public health, safety, morals, order, convenience, prosperity or general welfare;

Comment: There are no foreseeable health or moral issues. However, there could be safety issues if vehicles were to leave the I-15 right-of-way due to an accident or someone asleep at the wheel. Of course a masonry wall will be required along the rear property line to minimize such impacts, but it is a possible hazard.

e. The granting of the variance will not conflict with the general spirit and intent of these regulations.

Comment: Granting the variance allows the property to be put to productive use, without significantly impacting the general health, safety and welfare.

Previous Council Action

On May 16, 2019 city staff approved Boundary Line Adjustment Case No. BLA-19-005 (Triangle Town Homes) by incorporating the remnant parcel currently owned by Michael T. Black Family Trust into the current parcels owned by Frehner-Larkin, located generally at 755 W Old Mill Road. This will add 685 square feet to parcel 001-17-111-020 and 237 square feet to parcel 001-17-201-027.

On February 13, 2019 the City Council approved (5-00 Tentative Map Case No. TM-19-006 (Triangle Town Homes) to approve a development of 5 town homes on 0.80 acres at 751\ to 755 West Old Mill Road in the Multi-Family Attached Housing (MF-1) zoning district.

Recommendation

Approve Case No. V-019-002 (Triangle Town Homes) by granting a 25-foot setback variance from the I-15 right-of-way.

Building Division

1. Meet all applicable Building Codes and Standard Conditions.
2. Obtain necessary sign permit.

Environmental Planning

1. This project is in an area of on-going development – there are no specific environmental issues to address beyond the standard conditions.

Planning Division

1. Meet all applicable Zoning Codes and Standard Conditions.

Public Works

1. Standard Conditions as applicable.

Sanitation

1. Standard Conditions as applicable.

Solid Waste

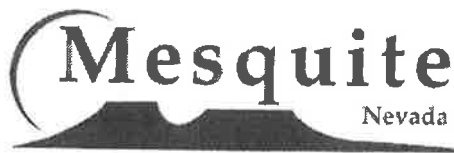
1. Standard Conditions as applicable.

Fire & Rescue Department

1. Meet all Fire Codes.

Police Department

1. No Concerns.



Variance

Project Information

Project Name Triangle Townhomes

Project Location 755 & 751 West Old Mill Road

Assessor's Parcel Number(s) 001-17-111-020, 001-17-111-021

Existing Zoning MF-1

Gross Acres 0.80

Variance from Mesquite Municipal Code (MMC) Section

Special Conditions 9-8-2(C)(7a)

☒ Please attach Justification Letter for this request (see checklist on back).

Applicant Signature

Date 6-6-19

Applicant Information

Property Owner(s) Frehner-Larkin Inc

Mailing Address 1286 W Lions Head Drive, Washington, UT 84780

Phone No 435-632-2341

Email larkinderrill@gmail.com

Fax No

Applicant (if different than Owner) SAME

Mailing Address

Phone No

Email

Fax No

Contact Person/Representative (if different than Owner) Victor Campbell

Mailing Address 750 W Pioneer Blvd, Mesquite, NV 89027

Phone No 702-346-5100

Email victor@bullochbrothers.com

Fax No

Office Use Only

Case No V-19-002

Application Fee \$

Date Received 6/12/19

Noticing Fee \$

Received By Jh

Planner RS/DC



Property Owner/Applicant Affidavit

Project Information

☐ Administrative Adjustment	☐ Development Agreement
☐ Temporary Commercial Permit	☐ Abandonment
☐ Development Code Amendment	☐ Tentative Map
☐ Annexation	☐ Extension of Time
☒ Variance	☐ Architectural / Site Plan Review
☐ Final Map	☐ Zoning / Master Plan Amendment
☐ Boundary Line Adjustment	☐ Parcel Map
☐ Zoning Verification	☐ Conditional Use Permit
☐ Street Name / Number Change	☐ Other _____

Project Location 755 & 751 West Old Mill Road

Assessor's Parcel No(s) 001-17-111-020, 001-17-111-021

Applicant Information

Property Owner(s) Frehner-Larkin Inc

Mailing Address 1286 W Lions Head Drive, Washington, UT 84780

Applicant (if different than Owner) SAME

Mailing Address _____

(I,We) the undersigned, being duly sworn, deposed and say that (I,We) are the applicant(s) and/or property owner(s) of record on the tax rolls of the property involved in the application, and that the information on the attached map and property owners list, all plans, drawings, and sketches attached hereto and all the statements and answers contained herein are in all respects true and correct to the best of my knowledge and belief, and the undersigned understands that the applicable application must be complete and accurate before a hearing can be advertised; that any application is neither finally granted nor denied until acted upon by the Mesquite City Council or the Director of the Planning Department or their designee, where applicable. The undersigned being duly sworn on oath further states that this affidavit is made and signed in connection with an Application for a Hearing before the Mesquite City Council and that the undersigned acknowledges that they have carefully read the application and notices included on this affidavit and they understand every part thereof, and are in consent with the information provided with said application. The undersigned further state that they rely wholly upon their own judgment and understanding in signing this affidavit and are not relying in any way upon an employee, officer, or other representative of the City of Mesquite.

Property Owner Signature

Print Name

Applicant Signature

Print Name

Notary Public

SUBSCRIBED AND SWORN TO BEFORE ME THIS

6th

DAY OF

June 2019

BY

Frehner Larkin Derrill

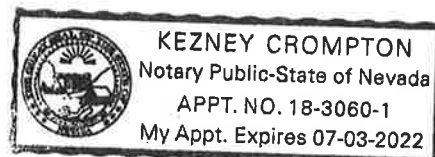
AS THE OWNER/APPLICANT

NOTARY PUBLIC

Kezney Crompton

MY COMMISSION EXPIRES 07-03-2022

Kezney Crompton



LEGAL DESCRIPTION

LOCATED IN TRACT 41, TOWNSHIP 13 SOUTH, RANGE 71 EAST, MOUNT DIABLO BASE AND MERIDIAN, WITHIN THE CITY OF MESQUITE, CLARK COUNTY, NEVADA AND BEING MORE PARTICULARLY DESCRIBED AS:

ALL OF PARCEL 2 AS RECORDED IN FILE 105, PAGE 06 OF PARCEL MAPS IN THE OFFICIAL RECORDS OF CLARK COUNTY, NEVADA.

TOGETHER WITH:

LOCATED IN TRACTS 41 AND 42, TOWNSHIP 13 SOUTH, RANGE 71 EAST, MOUNT DIABLO BASE AND MERIDIAN, WITHIN THE CITY OF MESQUITE, CLARK COUNTY, NEVADA AND BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF INTERSTATE 15 THAT IS THE SOUTHWEST CORNER OF PARCEL 1 AS RECORDED IN FILE 105, PAGE 06 OF PARCEL MAPS IN THE OFFICIAL RECORDS OF CLARK COUNTY, NEVADA AND RUNNING;

THENCE NORTHEASTERLY 134.91 FEET ALONG THE ARC OF A 5000.00 FOOT RADIUS CURVE TO THE RIGHT WITH A CENTRAL ANGLE OF 01°34'39" AND THE CENTER BEARS SOUTH 31°06'11" EAST, ALONG THE SAID SOUTHERLY LINE OF INTERSTATE 15 TO THE NORTHWEST CORNER OF SAID PARCEL 1;

THENCE SOUTH 60°32'42" EAST 126.45 FEET TO THE WESTERLY LINE OF OLD MILL ROAD (A 60.00 FOOT DEDICATED PUBLIC ROAD) AS RECORDED IN FILE 107, PAGE 78 OF PARCEL MAPS AND THE NORTHEAST CORNER OF SAID PARCEL 1;

THENCE SOUTHWESTERLY 109.47 FEET ALONG THE ARC OF A 670.00 FOOT RADIUS CURVE TO THE LEFT WITH A CENTRAL ANGLE OF 09°21'41" AND THE CENTER BEARS SOUTH 59°28'23" EAST, TO THE SAID WESTERLY LINE OF OLD MILL ROAD;

THENCE NORTH 62°39'32" WEST 201.39 FEET TO THE SAID SOUTHERLY LINE OF INTERSTATE 15, TO THE POINT OF BEGINNING.

CONTAINING 35,683 SQUARE FEET, 4 UNITS AND COMMON ELEMENTS "A" AND "B".

June 6, 2019

Mayor and City Council
City of Mesquite Planning Department
10 E. Mesquite Blvd.
Mesquite, NV 89027

Re: Triangle Townhomes
Variance Request
Special Conditions 9-8-2(C)(7a)
Frehner-Larkin, Inc.
755 & 751 West Old Mill Road
Multi-Family 1 (MF1)

Mayor and City Council,

Frehner-Larkin, Inc. received an approval letter from the City of Mesquite for Tentative Map approval dated February 13, 2019. During the improvement plan and final map process, Frehner-Larkin, Inc., was notified by the Planning and Development Department that a special condition in the MMC was over looked and the project layout needed to be revised.

The Planning and Development Director met with Bulloch Brothers Engineering to discuss the options of moving forward.

It was suggested that Frehner-Larkin, Inc. file a variance request to Mesquite City Council. Frehner-Larkin, Inc. is hereby requesting the 50.00 foot setback from the Right-of-Way of Interstate 15 be reduced to 25.00 feet.

As you can see on the "VARIANCE EXHIBIT" with the required setbacks, 20.00' front along Old Mill Road and the 50.00' along the Interstate, the two parcels owner by Frehner-Larkin, Inc. are basically unbuildable.

We would appreciate your consideration of granting this request, so that we may continue in providing housing in the City of Mesquite.

Derrill Larkin
Frehner-Larkin, Inc.



City Council Meeting Agenda Item 14

Submitted by: Michelle Reber
Submitting Department: City Attorney
Meeting Date: August 13, 2019

Subject:

Consideration of approval of the 2019-2022 Non-Supervisor and M1 & M2 Supervisor Labor Agreement between the City of Mesquite and Teamsters Local Union No. 14 Bargaining Unit.

-Public Comment
-Discussion and Possible Action

Recommendation:

Approve the 2019-2022 Non-Supervisor and M1 & M2 Supervisor Labor Agreement between the City of Mesquite and Teamsters Local Union No. 14 Bargaining Unit.

Petitioner:

Robert Sweetin, City Attorney

Is this a budgeted item?

Yes

Fiscal Impact:

Initial Year 1 Impact= \$375,970.65
Total 3 Year Impact= \$994,061.44

Background:

Rather than discussing every change under this section, referenced below are each section where important changes are proposed. Attached for back-up are the summary of changes, clean, and "red-line" versions of the CBA's so that it is clear what portions of the agreement are being added, deleted, or amended.

Changes to Articles

Article 4: Union Memberships

Article 5: Hiring Procedures

Article 6: Seniority

Article 7: Reduction in Force & Recall Procedure

Article 8: Recruitment, Selection, Placement, Promotions, and Transfers

Article 9: Discharge, Discipline, and Personnel Files

Article 12: Safety and Health
Article 20: Insurance
Article 25: Annual Leave
Article 26: Bereavement Leave
Article 28: Leave of Absence
Article 19: Compensation for On-Duty Injuries
Article 29: Court Leave
Article 30: Sick Leave
Article 31: Shift Arrangements
Article 32: Lunch and Break Periods
Article 38: Outside Employment
Article 28: Residency
Article 39: Residency Requirement
Article 42: Duration of Agreement

Attachments:

- [Ratification Summary of Changes Non-Supr 7-8-19.docx](#)
- [Redline Version M1 & M2 CBA 7.29.19.docx](#)
- [Redline Version Non-Supervisor CBA 7.29.19.docx](#)
- [Clean Version M1 & M2 CBA 8.6.19.docx](#)
- [Clean Version Non-Supervisor CBA 8.6.19.docx](#)

Summary of Changes

Teamsters Local 14 and the City of Mesquite 2019
Negotiations

*Non-Supervisor
and M1 & M2 Contracts*

PREAMBLE

This Agreement is effective this 1st day of July, 2013, by and between the CITY OF MESQUITE, whose address is 10 East Mesquite Boulevard, Mesquite, Nevada, (hereinafter referred to as the "City") and the TEAMSTERS LOCAL UNION NO. 14, whose address is ~~1250 South Burnham Avenue~~, **8951 West Sahara Ave.** Las Vegas, Nevada, **89117** (hereinafter referred to as the "Union") as a product of the good faith bargaining efforts of both Parties and for the purpose of promoting harmonious employer/employee relationships and the efficiency of the City operations. The City and the Union are referred to collectively as the "Parties."

ARTICLE 4 - UNION MEMBERSHIP

- 4.1 Union membership shall be at the sole discretion of the employee.
- 4.2 The Union will notify the City, **via email in-writing**, of all current officers of the Union who are authorized to represent eligible employees under this Agreement.

ARTICLE 5 - HIRING PROCEDURES

- 5.1 The City shall post all regular position openings and provide a written copy of such notice to the Union.
- 5.2 The Union may refer applicants for open positions.
- 5.3 Union membership shall have no effect on employment with the City.
- 5.4 Initial employment with the City shall be based upon competitive examination.
- 5.5 The City will notify the Union, **via email in-writing**, of all new hires and terminations within the bargaining unit. **It is the Union's responsibility to provide the City with the appropriate email address(s).**
- 5.6 All initial appointments shall be subject to a probationary period of six (6) months, with an additional six (6) months, if necessary, with notification to the employee and Union. **This probationary period begins upon completion of the formalized training program for Communication Dispatcher.** The City reserves the right, for valid reason(s), to extend said probationary period for an additional six (6) months or fraction thereof, not to exceed a total of twelve (12) months. The Union shall be notified, **via email in-writing**, of such extensions. Notwithstanding the foregoing, an employee placed on a regular status from a temporary full-time appointment of six (6) months or longer **in the same position, will be**

~~considered to have completed their probationary period. required to serve one six (6) month probationary period after placement in the regular position.~~

ARTICLE 6 - SENIORITY

6.1 Seniority shall be granted on the basis of the employee's continuous service to the City. Continuous service is defined as that not broken by dismissal or resignation without reinstatement. Division seniority shall apply in cases of shift bidding and vacation leave, and in these specific cases, Division seniority shall be determined by the length of continuous service within the City of Mesquite Department/Division Chart attached as Appendix C.

6.2 Seniority shall commence from the original date of hire as a full-time, regular employee ~~The term "regular" employee shall mean an employee who has satisfactorily completed probation in the work force of the City~~ in a classification designated in Appendix A.

6.3 An employee shall not be entitled to any seniority rights during the initial probationary period of employment, but shall accrue seniority rights upon conclusion of the probationary period from the original date of hire. Seniority is defined as the length of an employee's continuous service with the City from the date of hire. Continuous service is defined as service not broken by dismissal or resignation with reinstatement. City **Seniority shall apply for City-provided benefits as defined within this Agreement and those available to employees outside of this Agreement. City Seniority will also apply for the purposes of layoff and recall as defined in Article 7 of this Agreement.**

6.4 Seniority begins from the original date of hire of employees who are regularly scheduled to work thirty (30) hours or more in a seven (7) day work week.

~~**6.5**—An employee placed on a regular status from a temporary full-time appointment of six (6) months or longer will be required to serve one six (6) month probationary period after placement in the permanent position.~~

ARTICLE 7 - REDUCTION IN FORCE & RECALL PROCEDURE

7.3 RECALL

If the City decides to recall from a layoff, laid off employees shall be recalled to the jobs from which they were laid off in the inverse order of layoff. The City shall notify recalled employees either by telephone, in person, ~~or by return receipt telegram~~ or by certified letter to the employee's last address on record, it being the responsibility of each employee to keep the City informed of his/her current correct address. The City may fill the vacancy on a temporary basis pending the return of such employee. An employee so notified shall report for work or notify the City of his/her intention to report for work within five (5) working days after notification has been given to the employee to report for work. The employee shall return to work on the

agreed-upon date, but not later than five (5) working days after receipt of such notice recall notification unless a reason satisfactory to the City is given. For purposes of this Article, it shall be conclusively assumed that employees have received such notice to report for work ten (10) working days after notice is sent by certified mail ~~or telegram~~ to their last known address, unless, in fact, such notice was received prior thereto. If an employee fails to comply with any of the provisions of this Section, the employee may be terminated. Recall rights shall expire nine (9) months from the effective date the employee was laid off by the City. If an employee, who was vested with the City prior to the layoff is recalled, that employee shall receive the same benefit package as he/she had before the layoff if it is still offered to other vested City employees. The term "vested" means an employee who has been employed full time by the City of Mesquite for five (5) years.

ARTICLE 8 - RECRUITMENT, SELECTION, PLACEMENT, PROMOTIONS AND TRANSFERS

8.5 Applications for promotional examinations will be accepted ~~from the initial posting~~ from regular ~~and part-time~~ employees of the City who meet the qualifications announced in the job posting. ~~Part-time employees will only be considered if there is not a qualified full-time regular employee.~~ Probationary employees, temporary employees and employees in a qualifying period may not apply. Applications for open competitive examinations will be accepted from the general public ~~as well as any City employee~~ who meet the qualifications announced in the job posting, ~~should there be no internal candidate to fill the position.~~ If a multi-part selection process is used, applicants must pass the preceding part in order to be admitted to the next part. In open competitive examinations where a multi-part selection process is used, all City employees who pass a preceding part will be admitted to the next part.

8.7 Vacancies may be filled following posting of the vacancy from the following sources; ~~transfers or promotions of bargaining unit employees from applicant pools and existing eligibility lists from outside applicants.~~ ~~or hiring a new employee.~~

~~**8.8** — An equal number of outside applicants and qualified employees, if available, shall be referred to the hiring authority.~~

8.10 GENERAL PROVISIONS

A. Involuntary transfers may be made by the City at any time independent of the selection process described in this Article, but may not be made for disciplinary purposes.

~~B.~~ Nothing in this Article will preclude the City from filling positions on a provisional or temporary basis pending completion of the selection process. In the event that a vacant position is not to be filled temporarily and a qualified employee exists, except when business needs dictate otherwise, the initial vacancy shall be filled through the temporary

assignment of a bargaining employee. The City is not obligated to continue this process for subsequent vacancies created due to the temporary assignment. The selection process for the temporary assignments is not governed by other provisions of this Article. ~~nor is it subject to the provisions of Article 10—Grievance and Arbitration.~~

- ~~C.~~ The **non-discriminatory** testing and ranking procedures **are** at the sole discretion of the City. ~~shall not be subject to grievance nor shall the final selection or placement.~~

It is the mutual intent of the City and the Union to improve training and inter-departmental opportunities.

8.11 When a bargaining unit opening is filled, the City, through the Human Resources Department, shall notify the Union, **via email in writing**, of the employee's name, date of hire, classification and rate of pay.

8.12 The City shall notify the Union, **via email in writing**, of all posted vacancies prior to the position being filled. Such notice shall include the job description.

ARTICLE 9 - DISCHARGE, DISCIPLINE, AND PERSONNEL FILES

9.3 The City shall notify the Union within five (5) days after the issuance of a written reprimand.

~~**9.4**—The City shall notify the Union of the City's intent to suspend an employee. When suspension is contemplated, the last phase of the investigation process shall be a meeting wherein the employee and Union representative are informed of the allegations and given the opportunity to respond. The discipline may be postponed, in the City's sole and absolute discretion, to allow for consideration of evidence the employee produced or further investigation of the employee's response.~~

9.4 The City shall notify the Union of the City's intent to potentially suspend an employee. When suspension is contemplated, the **last initial** phase of the investigation process shall be a meeting wherein the employee and Union representative ~~are informed of the allegations and~~ given the opportunity to respond **to the issues raised by the City. The City will provide the employee and the Union, no less than four (4) working days prior to this meeting, with all information they have gathered throughout the investigation of the incident. At the conclusion of this meeting, the City will have five (5) working days to make the determination on potential discipline. The City's decision will be provided to the employee in writing, with a copy to the Union.** ~~The discipline may be postponed, in the City's sole and absolute discretion, to allow for consideration of evidence the employee produced or further investigation of the employee's response.~~

9.5 The City may not discharge an employee for cause without first giving the employee and the Union written notice. ~~of a minimum of two (2) working days~~ **four (4) working days** prior to

~~the action being taken. The written notice shall include the following:~~

- ~~A. A statement that discharge is proposed and the specific charges.~~
- ~~B. Copies of any materials or documents upon which the proposed action is based.~~
- ~~C. A statement that the employee has two (2) working days to meet with the City to discuss the proposed action.~~

~~The employee and a Union Representative shall meet with the City to review the charges and be given an opportunity to state their position as to whether there are true and reasonable grounds for the proposed action. The discipline may be postponed, in the City's sole and absolute discretion, to allow for consideration of evidence the employee produced or further investigation of the employee's response.~~

9.5 The City may not discharge an employee for cause without first giving the employee and the Union written notice. **The City shall notify the Union of the City's intent to potentially terminate an employee. When termination is contemplated, the investigation process shall be a meeting wherein the employee and Union representative are given the opportunity to respond to the issues raised by the City. The City will provide the employee and the Union, no less than four (4) working days prior to this meeting, with all information they have gathered throughout the investigation of the incident(s). At the conclusion of this meeting, the City will have five (5) working days to make the determination on the potential termination or some other form of discipline. The City's decision will be provided to the employee in writing, with a copy to the Union.**

ARTICLE 12 - SAFETY AND HEALTH

ARTICLE 12 - SAFETY AND HEALTH

12.1 The City shall remain in compliance with state and federal law with respect to the health and safety of the employees during their employment. The City shall furnish to employees, **in the classifications listed below**, at the City's expense, any required personal standard safety and protective devices (including ~~\$150.00~~ **two hundred dollars (\$200.00)** per year for safety boots or ~~\$35.00~~ **eighty dollars (\$80.00)** for non-slip footwear in areas needed and **three hundred dollars (\$300.00) for appropriate work pants**), for which the Employees shall thereafter be responsible for maintaining said safety and/or protective devices. **Animal Control Officers receive a clothing allowance of one-thousand dollars (\$1000.00) annually.** The City will furnish coveralls to employees who are required to participate in crack sealing operations. **Certain Departments may also purchase City-identifying shirts for employees use.**

Uniform Allowance Eligible Positions	
Animal Control Officer	Animal Control/Receptionist
Automotive Technician I	Building Inspector
Automotive Technician II	Code Enforcement

Automotive Technician III	Collection System Operator
Automotive Technician/Service Writer	Crew Leader
Engineer Technician	Crew Leader/HVAC Technician
Facilities Division Manager	HVAC
Maintenance Worker I	Off-site Inspector
Maintenance Worker II	Parks Superintendent
Maintenance Worker III	Recreation Coordinator
Senior Center Staff	Streets & Drainage Supervisor
Utility Maintenance I	WWTP Operator
Utility Maintenance II	WWTP Operator II
	WWTP Supervisor

12.12 The City agrees to waive, after an insurance payment, any applicable balance due or charges related to City provided ambulance service, transportation by City ambulance or medical treatment provided by City ambulance service to employees and their immediate family members.

ARTICLE 20 – INSURANCE

Section 26.1 A Health and Welfare Taft-Hartley Trust known as Teamsters Security Fund for Southern Nevada, Local 14 has been established by an agreement and Declaration of Trust dated October 1, 2014.

The Employer agrees to abide by said Agreement and Declaration of Trust and, further, to make payments to the Fund in the amount designated below for such benefits as determined by the Trustees. The current benefits (“Benefits”) provided by the Fund per Trustee actions are comprehensive medical, dental, and vision benefits. Additional benefits include Employee Assistance (EAP) and Life Insurance. Employer agrees to make contributions and seek refunds of contributions to the Fund per the provision outlined in Appendix A of this Agreement.

The Employer monthly contributions to the Fund for the term of this Agreement are:

Effective Date	7/1/19	7/1/20	7/1/21
Employer	\$1020	\$1020	\$1050

~~For employees hired before the ratification date of this agreement by the Parties, the City shall contribute the premium amount not to exceed \$850.00, from July 1, 2013 through June 30, 2014, not to exceed \$875.00 from July 1, 2014 through June 30, 2015, and not to exceed \$900.00 from July 1, 2015 through June 30, 2016 for each full-time, regular Local Teamsters 14 Member Employee with family coverage through the Teamsters Security Fund for Southern Nevada, Locals 14 and 995. For employees hired after the ratification date of this Agreement by the Parties, the City shall contribute thirty-three percent (33%) of the premium amounts detailed above for each full-time, regular Local Teamsters 14 Member Employee with coverage through the Teamsters Security Fund for Southern Nevada, Locals 14 and 995.~~

20.1 The City shall transmit monthly the premium amount to the insurance program designated in writing by the Union.

20.2 The open enrollment period for the Health and Welfare Insurance Plan **will occur during the months of October and November each year.** ~~is June 1 through June 30 of each year.~~

20.3 The Union also agrees to accept all other City employees, officers, and elected officials into the Union's health insurance plan during the term of this Agreement for the same dollar amount as contributed on behalf of Union members, pursuant to the terms of this Agreement.

~~**20.4**—Elected officials of the City of Mesquite may elect to opt in for coverage under the Union's health insurance plan during the term of this Agreement or elect not to be so covered. In the event an elected official opts in for such coverage, the City shall contribute thirty-three percent (33%) of the premium amounts detailed above with coverage through the Teamsters Security Fund for Southern Nevada, Locals 14, and 995.~~

ARTICLE 24 - HOLIDAYS

24.5 The City may, at its discretion, require employees to work on a holiday. An employee required to work on a holiday shall receive, in addition to their holiday pay, pay at the applicable overtime hourly rate, for hours worked on that day. ~~unless over forty (40) hours for the work week.~~

ARTICLE 25 - ANNUAL LEAVE

25.1 Each employee is entitled to paid annual leave.

25.2 Employee will accrue annual leave as specified below:

~~Beginning the Pay Period Following:~~	~~Through the Pay Period During Which the Employee Completes~~	~~Hours Accrued for Each Regularly Scheduled Hour on Paid Status~~
~~Date of hire to an eligible position~~	~~2 years of eligible employment~~	~~0.0385 (80 hours)~~
~~2 years of eligible employment~~	~~5 years of eligible employment~~	~~0.05 (104 hours)~~
~~5 years of eligible employment~~	~~10 years of eligible employment~~	~~0.0577 (120 hours)~~
~~10 years of eligible employment~~	~~15 years of eligible employment~~	~~0.0692 (144 hours)~~
~~15 years of eligible employment~~		~~0.0769 (160 hours)~~

Forty-hour Schedules		
Years of Service Thresholds	Hours per Pay Period	Annual Hours
Date of hire through 1st year	1.538	40
More than 1 through 5 years	4.615	120
More than 6 through 14 years	6.154	160
15th year and beyond	7.692	200

25.3 Annual leave shall accrue each pay period, provided that the employee received at least sixty (60) paid hours that pay period.

25.4 Annual leave may be accumulated up to a maximum of two hundred-forty (240) hours on the employee's service date. The City will continue its present practice of notification to employees when their annual leave accrual balance exceeds two hundred-forty (240) hours.

An employee may sell back accrued leave in excess of two hundred and forty (240) hours on their service date if, during the preceding twelve (12) months, the employee, after reasonably timely request(s) to do so, took a minimum of forty (40) hours annual leave as time off. ~~Employees who have in excess of hours and do not qualify to "sell back" may bank the hours to be applied to insurance coverage upon retirement.~~

Annual leave payout will be consistent with the City of Mesquite Personnel Policies Manual.

25.5 Annual leave must be scheduled in advance, whenever possible, and will be scheduled by the City to minimize interference with normal operations. Leave requests shall be acted upon in a timely manner and shall not be unnecessarily delayed. Except for previously scheduled preventive examinations, annual leave shall not be used for disability leave purposes unless all disability leave is exhausted. **Annual leave scheduled and approved in advanced will be considered time worked for the purpose of calculating overtime. Approved in advance is defined as approval from the employee's supervisor/manager prior to the end of the previous days shift**

25.6 Annual leave shall be paid at the employee's regular rate of pay ~~(excluding shift differentials)~~ in effect on the shift immediately preceding the day the leave commences.

ARTICLE 26 - BEREAVEMENT LEAVE

26.1 Full-time employees will be granted **three (3) ~~two (2)~~** working days off with pay in the event of a death in an employee's immediate family. Immediate family shall mean a person listed on the City of Mesquite Consanguinity/Affinity Chart attached hereto as Appendix B. **The three (3) shifts may not be consecutive due to an extended time for the actual funeral service and the third shift will not be later than twenty-one (21) days after the death of the immediate family member without approval from the City Manager.**

26.2 In compelling circumstances, such as distance between the City and site of the funeral, the employee may be granted up to five (5) days of paid bereavement leave.

ARTICLE 28 - LEAVE OF ABSENCE

28.1 FAMILY AND MEDICAL LEAVE

Family and medical leaves of absence **with and** without pay shall be granted to eligible classified employees in compliance with the provisions of the Family Medical Leave Act of 1993.

ARTICLE 29 - COURT LEAVE

29.1 A leave of absence with pay shall be granted to any employee for the time required in service:

On a jury; (Employees called but not selected to serve on the jury shall report back to work immediately upon being excused if one-half (1/2) or more of the assigned shift remains at time of being excused); **Those Communication Dispatcher on a shift starting at 7:00 PM the day prior to reporting for jury duty will be released with pay for that day.**

- A. In court proceedings when the employee or the employee's spouse or child is a victim of a crime against the person (this is voluntary at the employee's option);
- B. Under subpoena to testify in court or to be deposed as a direct result of performance of the employee's duties with the City of Mesquite. This leave will be at the employee's regular rate **for the lost regular hours** for the duration of such duty. **The employee will sign over to the City minus** any monies paid to employee for jury duty or witness fees. **The employee will retain any mileage reimbursement(s).**

ARTICLE 30 - SICK LEAVE

30.4 Sick Leave will accrue to a maximum of ~~five hundred (500)~~ **seven hundred fifty (750)** hours as of December 31 each calendar year. so long as this is the uniform maximum accrual for all negotiating groups in the City. It is agreed that if any other negotiating group is allowed to accrue a larger number of hours, this Agreement will be revised to the same number of maximum accrual hours as the other group. The revision will be retroactive to the date of this Agreement. Any hours above the maximum accrual as of December 31 in a year will be paid to the employee at his/her regular rate of pay at fifty percent (50%).

30.5 Sick leave may be used by an employee who is:

- A. Incapacitated from the performance of his/her duties by illness or injury; or

B. Whose attendance is prevented by public health requirements: or

~~C. Who is required to absent himself/herself from work for the purpose of keeping a doctor's appointment. The City may, in its discretion, require an employee to submit documentation of medical appointments in the event of excessive absences for medical reasons; or~~

D. Who is required to absent himself/herself from work to personally care for a member of his/her family as outlined in Appendix B, The City's Consanguinity/Affinity Chart, during family emergencies that require the employee's prompt attention, **and for doctor and/or dentist appointments for themselves and immediate family as defined in Appendix B. The City may, in its discretion, require an employee to submit documentation of medical appointments in the event of excessive absences for medical reasons.**

E. Sick leave scheduled and approved in advanced will be considered time worked for the purpose of calculating overtime. Approved in advance is defined as approval from the employee's supervisor/manager prior to the end of the previous days shift

30.6 With the exception of such sick leave depletion, annual leave shall not be used in place of sick leave except as previously approved.

30.7 When using sick leave, an employee who does not become ill on the job will give as much advance notice of absence as possible and ~~in no event less than~~ **unless precluded by an emergency at** least one (1) hour ~~after~~ **before** the beginning of his/her regular shift.

30.10 Upon separation from employment with the City, employees with more than five (5) years of continuous full-time City service, ~~upon separation from City service and~~ who voluntarily resign or are terminated for reasons other than with cause, any reason including disciplinary termination, will be paid for accrued sick leave **at their base hourly rate rate of fifty percent (50%) of the value of the employee's accrued sick leave hours** at the time of separation **as follows:**

Years of Service	Percentage of 750 Hours Paid
0-5	Not Eligible
6-10	Fifty Percent (50%)
11-15	Sixty-two- and one-half Percent (62.5%)
16-20	Seventy-five Percent (75%)
21-25	Eighty-seven and one-half Percent (87.5%)
26+	One Hundred Percent (100%)

30.12 Employees with one or more years of full-time service who use no more than the sick leave ~~usage~~ outlined below during the fiscal year shall receive bonus hours credited to their vacation accrual balance in July annually on the following schedule:

Sick Leave Usage ————— Bonus Hours Awarded

0 — 1 day ————— 8 hours

1.1 — 2 days ————— 4 hours

Days of Sick Leave Used	Bonus Hours Awarded
Zero (0) to One (1) Day	Eight (8) Hours
One point one (1.1) to two (2) Days	Four (4) Hours

ARTICLE 31 - SHIFT ARRANGEMENTS

31.2 OVERTIME

One-and-one-half (1-1/2) times an employee's regular hourly rate shall be paid for any hours in paid status in excess of forty (40) in any work week. Employees who are required to work overtime will not be forced to take time off to offset payment of overtime.

The City has the sole right to require overtime services, to determine when overtime shall be worked, and who shall work overtime. However, the City will endeavor to distribute overtime assignments within the applicable classification as equitably as business demands will permit. An overtime roster will be maintained for each work unit. The supervisor will have a copy available for review by work unit employees and a copy will be provided to the Union, **if requested**. When an employee takes scheduled time off or is off work due to a holiday on a normal work day, the paid time off will count as hours worked for the computation of overtime. Overtime must be authorized by an employee's supervisor prior to the time such work is performed, and all overtime shall be compensated to the ~~nearest next- 1/25~~ **one quarter (1/4)** of an hour. However, if the period of overtime **is infrequent and insignificant periods of time beyond the scheduled working hours, which cannot as a practical matter be precisely recorded for payroll purposes, less** than seven (7) minutes total, the time is considered 'de minimis' and is not subject to compensation.

31.3 COMPENSATORY TIME

The maximum amount of compensatory time an employee may accrue is **one-hundred-twenty (120) ~~forty (40)~~** hours. In lieu of overtime pay, compensatory (comp) time may be accrued at the employee's option if the employee has a comp time balance that will accommodate the additional time without exceeding the **one-hundred-twenty (120) ~~forty (40)~~** hour maximum.

31.4 SCHEDULED OVERTIME

When an employee is assigned in advance to work overtime outside of (and not in conjunction with) their normally scheduled shift, it shall be considered as scheduled overtime **and paid at time and one half the employees' base hourly rate plus shift differential if applicable**.

WORK THROUGH OVERTIME

Overtime that is worked whether immediately before or after an employee's regular shift, whether or not previously scheduled, is considered work thru overtime **and paid at time and one half the employees' base hourly rate plus shift differential if applicable.**

~~Such overtime qualifies for a shift differential, where applicable. However, when work through overtime is scheduled in advance and then cancelled, employees shall receive a minimum of two (2) hours overtime pay unless the employee is given notice of the cancellation prior to the end of shift of the day before the overtime was scheduled to be worked.~~

31.5 CALL OUT OVERTIME

An off-duty employee called out to work is **paid at time and one half the employees' base hourly rate plus shift differential if applicable,** ~~paid on a straight time basis (unless over forty (40) hours for the work week) for all hours worked;~~ with a minimum two (2) hours **of overtime** guaranteed.

- A. Employees shall be paid on an overtime basis for a minimum of two (2) hours per call out except in the following instances:
- ~~a.~~ When the call out runs into an employee's normal work shift, the employee shall be paid at the overtime rate only **up to their normal start time at which time they are paid the applicable base hourly rate.** ~~for the time worked over forty (40) hours for the workweek.~~
 - b. When an employee actually works less than two (2) hours on the initial call out and is then called out a second time within the initial two (2) hour period, there will be no additional overtime pay unless the aggregate time worked for both occurrences exceeds two (2) hours.

An employee will be eligible for call out pay if he is in route to or arrives at the designated destination prepared to work and the call out is canceled; however, the employee is ~~not~~ eligible for call out pay of **one (1) hour** if he is notified of the cancellation of such call out prior to the employee leaving his residence.

31.6 CALL BACK OVERTIME

Call-back overtime is defined by the Nevada Public Employees Retirement System (PERS) as overtime that is scheduled after the employee is no longer in pay status, is called to report to work and must report within twelve (12) hours of the time of call. For employees enrolled in Nevada PERS prior to July 1, 2008, this overtime is considered PERS-eligible compensation.

ARTICLE 32 - LUNCH AND BREAK PERIODS

32.3 Employees working overtime are entitled to breaks, or rest periods in the following instances;

- A. Employees who have worked more than three (3) hours of overtime immediately prior to the beginning of the regular scheduled shift are entitled to a fifteen (15) minute paid break period prior to beginning the regular shift.
- B. Employees who are working overtime at the end of the shift that is anticipated to last more than the three (3) hours are entitled to a fifteen (15) minute paid break period prior to beginning the overtime work.
- C. Employees working overtime on a scheduled day off are entitled to a fifteen (15) minute paid break for every four (4) hour work period, or major fraction thereof. Such breaks are to be taken near the middle of such work period and may not be 'tagged on' to the period of overtime for purposes of compensation.
- D. Employees working a full shift of overtime will be entitled to the breaks and lunch period that they would have on a normal work day.**

33.3 PAY ADMINISTRATION

Except in circumstances specifically indicated otherwise in (a) through (f) below, no regular employee will be paid below the entry rate for a position nor shall any wage rate exceed the merit maximum for the position.

- A. Promotion. Employees who are promoted to a new job classification in a higher salary range shall receive a promotional increase of **to the Step that provides a minimum of a** five percent (5%) increase or to the entry level of the new range, whichever is greater. If the new **Grade range** is not sufficient to permit a five percent (5%) increase, the employee will be paid at the topped-out ~~point~~ **wage** of the new range.
- ~~B. The Director of Human Resources may, with agreement of the Union, set the promotional increase above five percent (5%), not to exceed ten percent (10%), if such is warranted taking into consideration the length of time since the last merit increase and the rates of pay of employees in the same class and work group. Promotional increases above five percent (5%) as set forth herein are not subject to the Grievance and Arbitration Procedure of this Agreement.~~
- C. Leave Payouts. Yearly annual and sick leave payouts will be included in the first (1st) check in November each year.**
- D. Longevity Payment. Employees will receive their annual longevity payment in the first (1st) check in November each year. Employees who have reached their**

anniversary date in a calendar year, and end their employment with the City during that calendar, will receive their longevity payment in their final check.

33.5 SALARY/WAGES

~~The City and Union agree to maintain the current hourly wage schedule with no increase for fiscal year 2013–2014; however, if any other group receives any monetary gain in the negotiated collective bargaining agreements for 2013/14–2015/16, other than for a necessary job reclassification, an equal monetary gain shall be given to all employees subject to this Agreement. Pursuant to Section 31.1, all hourly wage employees shall be paid for a forty (40) hour week effective July 1, 2013. The Parties agree that all salary/wage issues covered in this Section are subject to reopening prior to the second year and third year of the Agreement commencing July 1, 2014, and July 1, 2015, respectively.~~

The City and Union agree to the wage schedules included in this Agreement as Exhibit A. The movement within these schedules is defined in Exhibit A.

33.6 SHIFT DIFFERENTIAL

~~Employees in the Police Dispatcher Classification regularly assigned to the shift commencing no earlier than 5:00 P.M., and ending no later than 5:59 A.M will receive a shift differential of seventy-five (\$75.00) per pay period effective July 1, 2013. This shift differential pay only applies to those working in Police Dispatch and no other City job classification(s) shall qualify for shift differential pay.~~

33.6 SHIFT DIFFERENTIALS

Those employees whose 51% of the hours regularly worked falls after 2:00 p.m. shall receive a four percent (4%) swing shift differential add to their base pay. Those employees whose 51% of the hours regularly worked fall after 5:00 p.m. shall receive a six percent (6%) night shift differential added to their base pay.

A. Shift differential pay is temporary monetary compensation paid to the Bargaining Unit personnel assigned to the shifts indicated above. Shift differential shall continue to be paid during vacation leave, sick leave, other paid leaves, and while temporarily assigned to another shift.

33.7 BONUSES

~~Teamsters Local Union No. 14 promises to reduce the proposed health insurance rates for the years 2013, 2014, and 2015, as follows:~~

~~July 1, 2013 to June 30, 2014 from \$875.00 to \$850.00
July 1, 2014 to June 30, 2015 from \$925.00 to \$875.00
July 1, 2015 to June 30, 2016 from \$975.00 to \$900.00~~

~~Based upon the savings for the promised reduced rate, each year the savings for that year from the proposed rate to the final reduced rate shall be divided equally between the full-time employees and paid in a lump sum at the end of that calendar year in the same payroll check as the yearly longevity pay. The bonus for each full-time employee shall be at least \$300.00 for year 2013/2014, \$600.00 for year 2014/2015, and \$900.00 for year 2015/2016.~~

33.8 Lead Pay

Any employee assigned lead responsibilities in the absence of the manager/supervisor will receive an additional 5% added to their base pay for all hours worked in that capacity. Absence is defined as not in the work area, not available to take phone calls and requires the employee assigned as lead to make decisions that would normally be made by the manager/supervisor.

33.9 Training Pay

Employees assigned to train other employees receive an additional five percent (5%) differential pay for the hours they actually performing training duties.

ARTICLE 38 - OUTSIDE EMPLOYMENT

38.1 All employees covered by the Agreement and wishing to work another job in conjunction with the employee's current position with the City must receive prior written approval from the Department Director.

38.2 All requests for and performance of outside employment shall conform to the requirements of ~~NRS 281.481~~ and **City Policy 3.19.**

ARTICLE 39 - RESIDENCY REQUIREMENT

39.1 ~~Should the City wish to re-establish a residency requirement; the City agrees to meet with the Union for the purpose of negotiating the residency parameters.~~

~~**39.1**—Every person first employed by the City of Mesquite on or after the Ratification Date of this Agreement by the Parties shall be a resident of the City of Mesquite, and shall not cease to be a resident of the City of Mesquite during his/her employment by the City. Every employee first employed by the City of Mesquite before the Ratification Date of this Agreement by the Parties, who resides within fifteen (15) miles of the City of Mesquite boundaries as of the Ratification Date by both Parties, shall not cease to reside within fifteen (15) miles of the City of Mesquite during his/her employment by the City. Every employee first employed by the City of Mesquite before the Ratification Date by both Parties of this Agreement, who is not a resident of the City of Mesquite nor resides within fifteen (15) miles of the City boundaries as of the Ratification Date by both Parties, shall have no obligation to maintain his/her primary residence in the City of Mesquite or within fifteen (15) miles of the City; provided however, that if said employee at any time after the Ratification Date becomes a resident of the City of Mesquite or resides within fifteen (15) miles of the City boundaries, he/she shall not cease to be a resident of the City of Mesquite~~

~~or reside within fifteen (15) miles of the City boundaries during his/her employment—the failure to do so shall be determined to be a voluntary termination of employment.~~

~~**39.2**—Upon taking employment with the City, and annually on the first day of February thereafter, every employee subject to this Section shall file with the City a certificate, signed under penalties of perjury, stating his or her name, and place of residence. Upon receipt of a certificate indicating a place or residence not in conformity with the requirements of this Section, or if no such certificate is filed, the City shall contact the employee and the Union and provide thirty (30) calendar days for the employee to conform with the requirements of this Section. In the event the employee fails to conform with the requirements of this Section within that period, the City shall forthwith strike the name of the employee from the payroll, that person shall cease to be employed by the City, and the City shall give notice of this action to the City Clerk, who shall transmit the same to the City Council and the Mayor. No person so stricken from a payroll, shall be reemployed by the City for a period of one (1) year following the cessation of his or her employment. Every employee shall be furnished a copy of the residency requirement language when hired and annually thereafter, but failure to receive a copy shall not be held to excuse any violation.~~

~~**39.3**—In the event that this Section shall be deemed to be in conflict with a provision of any general or special law, the provision of that general or special law shall govern, and shall not defeat the application of this Section with respect to any position not governed by that law.~~

~~**39.4**—The provisions hereof shall not be waived by the Mayor or the City Council with respect to a particular person or position. With respect to previous written waivers exempting a particular person or position from the residency requirement, such written waivers shall continue until such time as the waived individual terminates employment or the waived position becomes vacant.~~

~~**39.5**—The provisions hereof are severable, and the action of any court of competent jurisdiction in declaring any part or portion hereof invalid, shall not act to defeat any remaining part or portion hereof, and any such action declaring this Section invalid with respect to any position or person shall not be held to apply to any other person or position.~~

~~**39.6**—In construing this Section, primary residence shall be the actual principal residence of the individual, where he or she normally eats and sleeps and maintains his or her normal personal and household effects and is registered to vote.~~

ARTICLE 42 - DURATION OF AGREEMENT

42.1 This Agreement shall have a term dating from July 1, **2019** through June 30, **2022**. The term "Effective Date" of this Agreement shall be the date of approval by the Mesquite City Council.

~~**42.2**—The Parties agree that all salary/wage issues in Section 34.5 of this Agreement are subject to reopening for the second year of the Agreement commencing prior to July 1,~~

~~2014, and the third year of the Agreement commencing prior to July 1, 2015 subject to the provisions of Chapter 288 of Nevada Revised Statutes, as amended.~~

42.3 In the event either Party desires to open negotiations concerning a subject beyond the term of this Agreement, written notice of such desire shall be given on or before February 1, **2022**.

42.4 In the event the Parties cannot negotiate a new Agreement to be effective retroactive to July 1, **2022**, it is agreed that the Parties shall comply with statutory impasse procedures.

**LABOR AGREEMENT
BETWEEN THE
CITY OF MESQUITE,
NEVADA**

AND

**GENERAL SALES DRIVERS, DELIVERY DRIVERS, AND HELPERS &
REPRESENTING THE PUBLIC SECTOR TEAMSTERS LOCAL UNION NO. 14**

DURATION

**July 1, 2013 through June 30,
2016**

M-1 AND M-2 SUPERVISOR BARGAINING UNIT

TABLE OF CONTENTS

PREAMBLE

This Agreement is effective this 1st day of July, 2013, by and between the CITY OF MESQUITE, whose address is 10 East Mesquite Boulevard, Mesquite, Nevada, (hereinafter referred to as the "City") and the TEAMSTERS LOCAL UNION NO. 14, whose address is ~~1250 South Burnham Avenue~~, **8951 West Sahara Avenue**, Las Vegas, Nevada, **89117** (hereinafter referred to as the "Union") as a product of the good faith bargaining efforts of both Parties and for the purpose of promoting harmonious employer/employee relationships and the efficiency of the City operations. The City and the Union are referred to collectively as the "Parties."

ARTICLE 1 - RECOGNITION

1.1 The City recognizes the Union as the exclusive collective bargaining representative for all regular full-time employees in the M-1 and M-2 Supervisor Class.

1.2 The City shall notify the Union, in writing, of its intent to establish or exclude any new position or classification and the City shall indicate its belief as to whether or not the new classification and/or position is a bargaining unit classification. The Union shall notify the City within ten (10) working days of receipt of notification within the meaning of Section 1.3 of any disagreement if the Union believes a newly-established classification belongs in the bargaining unit. The City and the Union shall meet and resolve the disagreement within five (5) working days of the Union's notice to the City. If the Parties are unable to reach an agreement at that meeting, or at subsequent mutually agreed-upon meetings, the City may post and fill the position, and the dispute shall be resolved by the Local Government Employee-Management Relations Board as provided under NRS 288.170.

1.3 If the newly-established classification position and/or position is agreed to be, or is determined by the Employee-Management Relations Board to be, a bargaining unit classification, Parties shall meet promptly pursuant to the provisions of Article 34, Section 34.1 (Determining Classifications/ and Rates of Pay).

1.4 The rate of Pay determined for a newly-established classification shall be retro-active from the affected employee's date of employment in the new classification upon resolution.

ARTICLE 2 - UNION REPRESENTATION

2.1 The Union's Secretary-Treasurer and/or Business Agent and/or Shop Steward may enter the premises of the City during any shift to investigate working conditions or unit employees, to assist in the settlement of grievances arising under this Agreement, to post notices regarding Union activities and to ascertain that the Agreement is being adhered to provided, however, that said Union representative provides notify the City's designated representative 24 hours' advance

notice of the visit and notifies the City's designated representative of their his/her presence upon arrival. Union will provide 24 hours' notice of visiting the City.

2.2 Shop Stewards will also be permitted to use a reasonable amount of release time for the investigation of grievances. Release time will not be unreasonably withheld; however, the Shop Steward shall request the use of such time in advance and the granting of the request shall be subject to, but will be granted only upon advance approval by of the supervisors involved, which will not be unreasonably withheld, and the release time will be scheduled by the supervisors so as to minimize interruption disruption of the City's business.

- A. It is agreed that the Union Representative shall not interfere with the efficient operation of the City.
- B. Release time for employee representatives will be requested pursuant to the established procedure.

2.3 The City shall provide the Union exclusive bulletin board space to the Union in the designated break area. Any posted material will be signed by the Union's Secretary/Treasurer, Business Agent, officer, or board member and the Union agrees to submit one (1) copy of all posted material to the Office of the City Manager and one (1) copy to the City's Human Resources Manager.

2.4 The Union shall, upon written request, and subject to other scheduled events, be permitted reasonable use of meeting space at reasonable times and places. The Union shall be subject to reasonable charge for any clean-up or other extra services provided by the City.

The City agrees to allow three (3) employee representatives and the Head Shop Steward to sit at the bargaining table for the purpose of negotiations. Employee committee members shall not suffer loss of pay or deduction from leave time; however, no overtime will be paid for meetings outside of an employee's normal work hours.

If, for any reason, additional employees are needed for informational purposes, upon agreements by the City and the Union, said employee(s) will be called into the meeting without loss of pay or leave time.

On-duty employees shall return to their regular duty assignment immediately at the end of said meetings.

ARTICLE 3 - EFFECT OF AGREEMENT

3.1 The Union and City agree that this Agreement is intended to cover all matters affecting wages, hours, and other terms and all conditions of employment and similar or related subjects, and that during the term of this Agreement neither the City nor Union will be required to negotiate any further regarding such matters affecting these, except as specifically provided herein. Certain managerial decisions may legally require the City to

bargain with the Union over the effects of such decisions, and the Union does not waive the right to such "effects bargaining".

ARTICLE 4 - UNION MEMBERSHIP

4.1 Union membership shall be at the sole discretion of the employee.

4.2 The Union will notify the City, **via email in-writing**, of all current officers of the Union who are authorized to represent eligible employees under this Agreement.

4.3 The Union will notify the City of the names of Shop Stewards appointed by the Union within fifteen (15) calendar days of their said appointment.

4.4 The Union recognizes its responsibility as a bargaining agent and agrees to fairly represent all employees in the bargaining unit. The City recognizes the right of the Union to charge nonmembers of the bargaining unit a reasonable service fee for representation in appeals, grievances and hearings. The City understands that the Union has adopted a Resolution establishing fees for nonmembers of the bargaining unit who request the assistance of Union representation with appeals, grievances and hearings and that the Union has the authority to change those fees from time to time.

4.5 In reliance on the Nevada Supreme Court Opinion issued in *the case of Cone v. Nevada Service Employees Union/SIEU Local 1007*, 116 Nevada Adv. Op. No. 54 (May 4, 2000) ("*Cone*"), Teamsters Local 14 Union recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the bargaining unit. The City recognizes the right of the Union Teamsters Local 14 to charge non-members of the bargaining unit a reasonable service fee for representation in appeals, grievances and hearings. The City understands that, pursuant to *Cone*, the Union Teamsters Local 14 has adopted a Resolution establishing fees for non-members of the bargaining unit who request the assistance of the Union Teamsters Local 14 with appeals, grievances and hearings and that the Union Teamsters Local 14 has the authority, pursuant to *Cone*, to change those fees from time-to-time.

ARTICLE 5 - HIRING PROCEDURES

5.1 The City shall post all regular position openings and provide a written copy of such notice to the Union.

5.2 The Union may refer applicants for open positions.

5.3 Union membership shall have no effect on employment with the City.

5.4 Initial employment with the City shall be based upon competitive examination.

5.5 The City will notify the Union, **via email in writing**, of all new hires and terminations within the bargaining unit. **It is the Union's responsibility to provide the City with the appropriate email address(s).**

5.6 All initial appointments shall be subject to a probationary period of six (6) months, with an additional six (6) months, if necessary, with notification to the employee and Union. The City reserves the right, for valid reason(s), to extend said probationary period for an additional six (6) months or fraction thereof, not to exceed a total of twelve (12) months. The Union shall be notified, **via email in writing**, of such extensions. Notwithstanding the foregoing, an employee placed on a regular status from a temporary full-time appointment of six (6) months or longer **in the same position, will be considered to have completed their probationary period.** ~~required to serve one six (6) month probationary period after placement in the regular position.~~

ARTICLE 6 - SENIORITY

6.1 Seniority shall be granted on the basis of the employee's continuous service to the City. Continuous service is defined as that not broken by dismissal or resignation without reinstatement. Division seniority shall apply in cases of shift bidding and vacation leave, and in these specific cases, Division seniority shall be determined by the length of continuous service within the City of Mesquite Department/Division Chart attached as Appendix C.

6.2 Seniority shall commence from the original date of hire as a full-time, regular employee ~~The term "regular" employee shall mean an employee who has satisfactorily completed probation in the work force of the City~~ in a classification designated in Appendix A.

6.3 An employee shall not be entitled to any seniority rights during the initial probationary period of employment, but shall accrue seniority rights upon conclusion of the probationary period from the original date of hire. Seniority is defined as the length of an employee's continuous service with the City from the date of hire. Continuous service is defined as service not broken by dismissal or resignation with reinstatement. City **Seniority shall apply for City-provided benefits as defined within this Agreement and those available to employees outside of this Agreement. City Seniority will also apply for the purposes of layoff and recall as defined in Article 7 of this Agreement.**

6.4 Seniority begins from the original date of hire of employees who are regularly scheduled to work thirty (30) hours or more in a seven (7) day work week.

~~6.5—An employee placed on a regular status from a temporary full-time appointment of six (6) months or longer will be required to serve one six (6) month probationary period after placement in the permanent position.~~

ARTICLE 7 - REDUCTION IN FORCE & RECALL PROCEDURE

7.1 **REDUCTION IN FORCE**

If the City, in its sole and absolute discretion, determines that a reduction in force is found to be necessary, the City shall, except in cases of unusual emergency, provide thirty (30) calendar days prior notice to the affected employee and the Union.

When a layoff becomes necessary, employees shall be laid off by City seniority from the affected job classifications as follows:

- A. Temporary employees;
- B. Initial hire probationary employees;
- C. Part-time employees;
- D. All other employees required to be removed, provided the remaining employees are capable of performing the remaining work at required performance levels and standards.

7.2 **BUMPING**

Employees who are subject to layoff, but who have greater City seniority than employees in another, lower or equal paid classification may, if the City concludes that they are qualified, be permitted to bump the least senior employee from the lower paid classification.

Regular employees not in the bargaining unit represented by the Union and who are subject to layoff may bump into the bargaining unit under the following procedure:

- A. The employee must have exhausted all bumping opportunities outside of the bargaining unit to avoid layoff.
- B. The employee may then bump into the bargaining unit by filling vacancies provided the employee meets the qualifications of the vacancy.
- C. If no vacancies are available to the employee, the employee may bump the least senior employee from an equal or lower job classification within the bargaining unit and must meet the qualifications for the position.

7.3 **RECALL**

If the City decides to recall from a layoff, laid off employees shall be recalled to the jobs from which they were laid off in the inverse order of layoff. The City shall notify recalled employees either by telephone, in person, ~~or by return receipt telegram~~ or by certified letter to the employee's last address on record, it being the responsibility of each employee to keep the City informed of his/her current correct address. The City may fill the vacancy on a temporary basis pending the return of such employee. An employee so notified shall report for work or notify

the City of his/her intention to report for work within five (5) working days after notification has been given to the employee to report for work. The employee shall return to work on the agreed-upon date, but not later than five (5) working days after receipt of such notice recall notification unless a reason satisfactory to the City is given. For purposes of this Article, it shall be conclusively assumed that employees have received such notice to report for work ten (10) working days after notice is sent by certified mail ~~or telegram~~ to their last known address, unless, in fact, such notice was received prior thereto. If an employee fails to comply with any of the provisions of this Section, the employee may be terminated. Recall rights shall expire nine (9) months from the effective date the employee was laid off by the City. If an employee, who was vested with the City prior to the layoff is recalled, that employee shall receive the same benefit package as he/she had before the layoff if it is still offered to other vested City employees. The term "vested" means an employee who has been employed full time by the City of Mesquite for five (5) years.

7.4 The City and the Union agree to recognize the principle of Seniority regarding reductions in force, bumping, and recalls, with the following factors considered:

- A. Length of Seniority
- B. Knowledge of the job
- C. Skill and efficiency for the job.

Decisions as to the balancing and weight of the aforementioned factors shall be seniority first and if the most senior employee meets the factors listed in b. and c., that employee shall be offered first.

ARTICLE 8 - RECRUITMENT, SELECTION, PLACEMENT, PROMOTIONS AND TRANSFERS

8.1 Notice of all bargaining unit vacancies shall be posted for not less than five (5) working days, prior to the position being filled. Posting locations will be clearly recognizable in each City facility. Should additional facilities be added during the term of this Agreement and such additional facilities include work areas housing members of this unit, additional posting locations will be identified as appropriate. The City also agrees to post non-bargaining unit vacancies below the level of department head, but the remainder of this Article does not apply to such postings.

8.2 The job posting notice, at a minimum, should include the following information, none of which is to be considered as a limitation of the employee's duty assignments once hired:

- A. Title and job description of the position.
- B. Wage range on hiring date.
- C. Work location (general information, subject to change).

- D. Minimum qualifications and any necessary or desirable requirements for the classification or position.
- E. Selection criteria to be used.
- F. Eligibility requirement(s) including education, employment, training or experience, and whether equivalent factors will be recognized.
- G. Address and deadline for filing applications.
- H. Number of hours per day (general information, subject to change)
- I. Regular assigned work times (general information, subject to change)
- J. Statement that the City is an affirmative action equal opportunity employer.

8.3 When a new regular position is created, or an existing regular position becomes vacant, the hiring authority may, at any time during the selection process, fill the position by transfer of a regular non-probationary employee who has the same classification as that of the vacancy. A transfer is a change in an employee's department, division or work location without any change to the employee's classification and rate of pay. Any regular non-probationary employee having the same job classification as that of the vacancy shall be considered for transfer by having filed a request for transfer, on the prescribed form, with the City's Human Resources Department.

8.4 The City may use a single or combination of selection devices to assist in determining the qualifications of applicants. The form, content and administration of such selection devices shall be at the sole discretion of the City. All examinations shall be under the supervision of the City's Human Resource Department with input from the relevant department director. The City may decide whether there should be only a promotional list, or both a promotional list and also an open competitive list established. Applications shall be accepted only during the period stated in a job posting.

8.5 Applications for promotional examinations will be accepted **from the initial posting** from regular **and part-time** employees of the City who meet the qualifications announced in the job posting. **Part-time employees will only be considered if there is not a qualified full-time regular employee.** Probationary employees, temporary employees and employees in a qualifying period may not apply. Applications for open competitive examinations will be accepted from the general public ~~as well as any City employee~~ who meet the qualifications announced in the job posting, **should there be no internal candidate to fill the position.** If a multi-part selection process is used, applicants must pass the preceding part in order to be admitted to the next part. In open competitive examinations where a multi-part selection process is used, all City employees who pass a preceding part will be admitted to the next part.

8.6 Eligibility lists for the posted vacancy may be established when the selection process

is completed. The names of all applicants successfully completing all parts of the selection process will be placed on an eligibility list. However, the decisions regarding whether to establish an eligibility list, and, if so, for what length of time it will be retained, are solely within the discretion of the City.

8.7 Vacancies may be filled following posting of the vacancy from the following sources; **transfers or promotions of bargaining unit employees from applicant pools and existing eligibility lists from outside applicants.** ~~or hiring a new employee.~~

~~**8.8**—An equal number of outside applicants and qualified employees, if available, shall be referred to the hiring authority.~~

8.9 When all qualifications and factors are equal, the bargaining unit vacancies shall be filled by the applicant who has the most City seniority.

8.10 GENERAL PROVISIONS

A. Involuntary transfers may be made by the City at any time independent of the selection process described in this Article, but may not be made for disciplinary purposes.

~~B.~~ Nothing in this Article will preclude the City from filling positions on a provisional or temporary basis pending completion of the selection process. In the event that a vacant position is not to be filled temporarily and a qualified employee exists, except when business needs dictate otherwise, the initial vacancy shall be filled through the temporary assignment of a bargaining employee. The City is not obligated to continue this process for subsequent vacancies created due to the temporary assignment. The selection process for the temporary assignments is not governed by other provisions of this Article. ~~nor is it subject to the provisions of Article 10—Grievance and Arbitration.~~

~~C.~~ The **non-discriminatory** testing and ranking procedures **are** at the sole discretion of the City. ~~shall not be subject to grievance nor shall the final selection or placement.~~

It is the mutual intent of the City and the Union to improve training and inter-departmental opportunities.

8.11 When a bargaining unit opening is filled, the City, through the Human Resources Department, shall notify the Union, **via email in writing**, of the employee's name, date of hire, classification and rate of pay.

8.12 The City shall notify the Union, **via email in writing**, of all posted vacancies prior to the position being filled. Such notice shall include the job description.

ARTICLE 9 - DISCHARGE, DISCIPLINE, AND PERSONNEL FILES

9.1 The right to maintain discipline and efficiency of employees is vested exclusively in the City.

9.2 The City shall have the right to discharge or discipline any employee for cause, but in determining discipline, the City shall not transfer, reassign, reclassify or demote any employee for disciplinary purposes. The City shall be reasonable in determining "cause" in any particular case. The concept of "for cause" includes the principle of progressive discipline for minor offenses. However, the City shall retain the right to skip "steps" of progressive discipline depending upon the gravity of the situation. The imposition of one form of discipline for a certain offense is not to be considered a binding practice as to future cases involving the same or similar offenses.

9.3 The City shall notify the Union within five (5) days after the issuance of a written reprimand.

~~**9.4** The City shall notify the Union of the City's intent to suspend an employee. When suspension is contemplated, the last phase of the investigation process shall be a meeting wherein the employee and Union representative are informed of the allegations and given the opportunity to respond. The discipline may be postponed, in the City's sole and absolute discretion, to allow for consideration of evidence the employee produced or further investigation of the employee's response.~~

9.4 The City shall notify the Union of the City's intent to potentially suspend an employee. When suspension is contemplated, the ~~last~~ **initial** phase of the investigation process shall be a meeting wherein the employee and Union representative ~~are informed of the allegations and given the opportunity to respond~~ **to the issues raised by the City. The City will provide the employee and the Union, no less than four (4) working days prior to this meeting, with all information they have gathered throughout the investigation of the incident. At the conclusion of this meeting, the City will have five (5) working days to make the determination on potential discipline. The City's decision will be provided to the employee in writing, with a copy to the Union.** ~~The discipline may be postponed, in the City's sole and absolute discretion, to allow for consideration of evidence the employee produced or further investigation of the employee's response.~~

9.5 The City may not discharge an employee for cause without first giving the employee and the Union written notice. ~~of a minimum of two (2) working days~~ **four (4) working days** prior to the action being taken. ~~The written notice shall include the following:~~

~~A. A statement that discharge is proposed and the specific charges.~~

~~B. Copies of any materials or documents upon which the proposed action is based.~~

~~C. A statement that the employee has two (2) working days to meet with the City to discuss the proposed action.~~

~~The employee and a Union Representative shall meet with the City to review the charges and be given an opportunity to state their position as to whether there are true and reasonable grounds for the proposed action. The discipline may be postponed, in the City's sole and absolute discretion, to allow for consideration of evidence the employee produced or further investigation of the employee's response.~~

9.5 The City may not discharge an employee for cause without first giving the employee and the Union written notice. **The City shall notify the Union of the City's intent to potentially terminate an employee. When termination is contemplated, the investigation process shall be a meeting wherein the employee and Union representative are given the opportunity to respond to the issues raised by the City. The City will provide the employee and the Union, no less than four (4) working days prior to this meeting, with all information they have gathered throughout the investigation of the incident(s). At the conclusion of this meeting, the City will have five (5) working days to make the determination on the potential termination or some other form of discipline. The City's decision will be provided to the employee in writing, with a copy to the Union.**

9.6 Notwithstanding anything herein to the contrary, the City may place an employee on suspension (with pay) pending investigation of any matter in which disciplinary action is contemplated. In cases of contemplated discharge or suspension concerning misconduct which present possible harm to persons or property or pending criminal charges which adversely and directly affect the City or substantially disrupts City operations, when an employee is suspended pending investigation, the City shall promptly notify them immediately suspend the employee with pay upon giving the appropriate notice in Sections above to the Shop Steward or his/her designee of said suspension.

9.7 Records of disciplinary action, excluding oral warnings, will be retained in the employee's official personnel file for a one-year (1) period, unless other disciplinary action occurs. If one year has passed without any further discipline, the disciplinary record will be removed from the personnel file upon written request of the affected employee when initiated by the employee in writing. After removal from the personnel file, these records will be subject to consideration in conjunction with further discipline for a period of one (1) year from the date of removal. Formal period evaluations are exempt from any removal requirement.

The employee shall have access to his or her personnel file and the employee's representative shall also have access upon prior written authorization of the employee. An employee may insert into the personnel file a rebuttal statement, which is directly in response to written reprimands or other negative commentary in the file.

9.8 Any record of discipline not previously provided to the employee will not be used as a basis for subsequent progressive discipline.

ARTICLE 10 - GRIEVANCE AND ARBITRATION PROCEDURE

10.1 GRIEVANCE

The purpose of the Grievance and Arbitration Procedure shall be to settle all grievances between the City and the Union or a represented employee as quickly as possible to ensure efficiency and promote employee morale. The term "grievance," as used herein, means any alleged violation, misinterpretation or misapplication of this Agreement, any claim of unjust discrimination and any matter or condition affecting health and safety beyond normal working conditions. A grievance may be raised by an individual employee or group of employees covered by this Agreement, or by the Union on behalf of an individual employee or group of employees covered by this Agreement or by the City.

10.2 EMPLOYEE GRIEVANCES

All employee grievances, whether raised by an individual employee or group of employees covered by this Agreement, or by the Union on behalf of an individual employee or group of employees, shall be processed in accordance with the provisions of this Section 10.2. All employee grievances must be submitted to the City, in writing, within fifteen (15) working days after the matter in dispute or disagreement is alleged to have occurred; provided, however, a grievance concerning rates of pay covered by this Agreement shall be presented within fifteen (15) working days of the date the employee could reasonably be expected to discover the alleged improper payment. Complaints not filed within this time limit shall be rendered invalid and not subject to the grievance and arbitration machinery herein established.

Step 1. All employee grievances, whether raised by an individual employee or group of employees covered by this Agreement, or by the Union on behalf of an individual employee or group of employees, shall first be discussed with the Union Steward, employee, and the immediate supervisor within fifteen (15) working days of its occurrence. If the grievance is not settled during this informal discussion, it may be processed to Step 2.

Step 2. Within five (5) working days from the date of informal discussion ~~with~~ the immediate **supervisor's response**, the Union Business Representative shall present the grievance, in writing, to the relevant department director or his/her designee. The department director or his/her designee shall arrange for a meeting with the Union and make such investigations as are necessary to enable him/her to respond in writing to the aggrieved within seven (7) working days of the receipt of said grievance. If this answer does not resolve the grievance, it may be processed to Step 3.

Step 3. Within five (5) working days from receipt of the written response from the department director or the date the response was due, the Union Business Representative shall present the grievance, in writing, to the City Manager, accompanied by all correspondence on the matter. The City Manager, after consultation with the aggrieved employee and/or Union representative, will then make a final determination, within seven (7) working days from the date of submission.

Step 4. If a mutually satisfactory settlement cannot be reached between the City Manager and the Union, the Union shall have the right to appeal to binding arbitration, as set forth in Section 10.4, any dispute arising out of the interpretation or application of the Agreement. If the Union elects to do so, it must notify the City Manager of its decision, in writing, within seven (7) working days from the date of expiration of the seven-working day period for settlement with the City Manager.

10.3 CITY GRIEVANCES

All grievances of the City shall be processed in accordance with the provisions of this Section 10.3. City grievances must be submitted to the Union, in writing, within fifteen (15) working days after the matter in dispute or disagreement is alleged to have occurred. Complaints not filed within this time limit shall be rendered invalid and not subject to the grievance and arbitration machinery herein established.

Step 1. Within five (5) working days of receipt by the Union of a written grievance from the City, the Union Business Representative or other representative shall meet with the City Manager or his designee for an informal discussion of the grievance. If the grievance is not settled during this informal discussion, it may be processed to Step 2.

Step 2. Within five (5) working days from the date of informal discussion between the City and the Union, the Union shall provide to the City Manager a written response regarding the City's grievance. If this answer does not resolve the grievance, it may be processed to Step 3.

Step 3. If the City is not satisfied with the Union's response to the City's grievance and/or the Union does not respond in writing as required under Step 2, the City shall have the right to submit its grievance to binding arbitration, as set forth in Section 10.4. If the City elects to do so, it must notify the Union of its decision, in writing, within seven (7) working days from the date of expiration of the period specified in Step 2 of Section 10.3.

10.4 ARBITRATION

Within five (5) working days of receipt by the other party of a written request to submit an unresolved grievance to binding arbitration, the City and Union representative shall jointly request from the Federal Mediation and Conciliation Service the names of seven (7) arbitrators experienced in the field to be arbitrated.

- A. One arbitrator shall be selected by alternately striking names from the list until only one arbitrator remains. The party initiating the grievance and request for arbitration shall make the first strike.
- B. Arbitration shall be pursuant to the rules of the Federal Mediation and Conciliation Service or the American Arbitration Association as prescribed by the arbitrator selected.

- C. The arbitrator shall have no power to add to, subtract from, or modify the terms of the Agreement or to rule on any matter after this Agreement terminates.
- D. The arbitrator's decision shall be final and binding.
- E. The cost of the arbitrator's fee(s) shall be borne equally between the Union and the City. The cost of the hearing room and cost of a shorthand reporter, if requested by the FMCS arbitrator, shall be borne equally by both Parties. All other expenses shall be paid by the party incurring them.
- F. Should any employee, group of employees, or the City feel aggrieved as a result of the interpretation or application of this Agreement, including the claim of unjust discrimination or any matter or condition affecting health and safety beyond those normally encountered in all phases of normal work requirements, adjustments shall be sought in accordance with the following provisions.
- G. In order to promote harmony, the Union and the City agree that an employee shall first discuss matters in dispute with the immediate supervisor prior to the actual filing of a written grievance. Such discussions may include a Union Steward, should the employee so desire, and should take place as soon as possible after the event giving rise to the dispute or disagreement.
- H. **Step 1.** If the matter is not resolved informally, within five (5) working days from the date of informal discussion with the immediate supervisor(s), but not later than eight (8) working days after the act or omission giving rise to the grievance or the date the employee could reasonably be expected to discover an alleged improper payment, the Union Representative shall present the grievance, in writing to the appropriate director or his representative. The department director or his representative shall arrange for such meetings with the Union and make such investigations as are necessary. The department director shall respond in writing to the aggrieved within ten (10) working days of his receipt of said grievance. If the response does not resolve the grievance, it may proceed to Step 2.
- I. **Step 2.** Within three (3) working days from receipt of the written response from the department director, the Union representative shall present the grievance, in writing, to the City Manager accompanied by all correspondence and existing evidence on the matter. The City Manager or designated representative, after consultation with the aggrieved employee and/or Union representative, will then make a determination within five (5) working days from the date of submission to the employee.
- J. **Step 3.** If a mutually satisfactory settlement cannot be reached between the City Manager, or designated representative, and the Union, the Union or the City shall have the right to each designate a representative to consider all evidence and within five (5) working days thereafter, render a final and binding decision or request alternate dispute resolution through FMCS. The party seeking such final determination must notify the other of its decision in writing within five (5) working

days from the date of the expiration of the five (5) day period for settlement with the City Manager or the grievance shall be deemed withdrawn with prejudice.

- K. **ARBITRATION CONTINUED** In the event the City and Union Representative cannot agree within five (5) days after the receipt of the "Notice" to arbitrate, the parties shall jointly request The Federal Mediation and Conciliation Service for the names of five (5) arbitrators experienced in the field to be arbitrated. One arbitrator shall be selected by alternately striking names from the list and the dispute shall be submitted to the arbitrator then remaining. The party to strike first shall be determined by lot. Such arbitration shall be under the rules of the Federal Mediation and Conciliation Service, or the American Arbitration Association as prescribed by the arbitrator selected.
- L. The Arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement or to rule on any matter after this Agreement terminates.
- M. The Arbitrator retains jurisdiction for a period of 120 calendar days from issuance of an award for the limited purpose of clarifying or interpreting the award. Either party, after first having requested the participation of the other party for a joint request, may unilaterally request clarification or interpretation within sixty (60) calendar days of the date the award was issued. The moving party then has fifteen (15) calendar days to submit any information it wishes to provide for the Arbitrator's consideration. Each party must simultaneously provide to the other party copies of any communications or information submitted to the Arbitrator.
- N. If the Arbitrator finds that the City has discharged an employee without cause and orders reinstatement with back pay, all earnings received by the employee and back wages and benefits for any comparable employment refused by the employee shall be credited against back pay. The employee will provide such evidence regarding the aforementioned terms as is required by the City.

10.5 TIME LIMITS

The Arbitrator's decision shall be final and binding as to all issues submitted for resolution, and related expenses of the arbitration will be shared between the Union and the City. The parties shall bear their own expenses for attorneys, court reporter, and other related arbitration expenses.

Grievances not filed, processed, or responded to within the time limits set forth above and not extended by agreement in writing, shall be deemed waived or admitted, and the grievance shall be irrefutably presumed denied or sustained, as the case may be. However, in no instance will a grievance remedy be implemented that is not consistent with or directly related to a term or condition of this Agreement. Additionally, any grievance waived or admitted through this "default" provisions will NOT be considered precedent setting and will have no significance in future matters of same or similar nature.

In computing time limits in this article, "working day" shall be defined as a day City main office are open for business.

Any time limits in this Article may be extended by mutual written consent.

ARTICLE 11 - LABOR/ MANAGEMENT COMMITTEE

11.1 A Committee of the City and Union shall meet quarterly. The meetings will be held at mutually agreed times and places and shall be for the purpose of:

- A. Discussing the administration of this Agreement in conjunction with the City of Mesquite Personnel Policies Manual;
- B. Exchanging general information of interest to the Parties; and
- C. Giving the Union the opportunity to share the views of its members and/or make suggestions on subjects of interest to its members.

11.2 Meetings held pursuant to this Article may be cancelled or postponed and may not be subject to grievance procedure.

11.3 Any issues to be discussed shall be advanced by the requesting party to the other at least seventy-two (72) hours prior to the scheduled meeting time.

11.4 Any conclusions or mutual recommendations of this Committee shall be reduced to writing. It is understood that this Agreement cannot be amended except by decision of the City Council following mutual agreement between the Parties hereto. However, matters of interpretation and clarification can be resolved by written agreement between designated representatives of the City and Union.

ARTICLE 12 - SAFETY AND HEALTH

12.1 The City shall remain in compliance with state and federal law with respect to the health and safety of the employees during their employment. The City shall furnish to employees, **in the classifications listed below**, at the City's expense, any required personal standard safety and protective devices (including ~~\$150.00~~ **two hundred dollars (\$200.00)** per year for safety boots or ~~\$35.00~~ **eighty dollars (\$80.00)** for non-slip footwear in areas needed and **three hundred dollars (\$300.00) for appropriate work pants**), for which the Employees shall thereafter be responsible for maintaining said safety and/or protective devices. **Animal Control Officers receive a clothing allowance of one-thousand dollars (\$1000.00) annually.** The City will furnish coveralls to employees who are required to participate in crack sealing operations. **Certain Departments may also purchase City-identifying shirts for employees use.**

Uniform Allowance Eligible Positions	
Animal Control Officer	Animal Control/Receptionist
Automotive Technician I	Building Inspector
Automotive Technician II	Code Enforcement
Automotive Technician III	Collection System Operator
Automotive Technician/Service Writer	Crew Leader
Engineer Technician	Crew Leader/HVAC Technician
Facilities Division Manager	HVAC
Maintenance Worker I	Off-site Inspector
Maintenance Worker II	Parks Superintendent
Maintenance Worker III	Recreation Coordinator
Senior Center Staff	Streets & Drainage Supervisor
Utility Maintenance I	WWTP Operator
Utility Maintenance II	WWTP Operator II
	WWTP Supervisor

12.2 When weather conditions warrant, the City shall make rain gear available for employees.

12.3 The City shall determine the uniform, if any, and the policy for its wear for all employees. The City will provide, and, as necessary, replace said uniforms of its choice, to all applicable employees as needed. Enough uniforms will be provided so that each employee will have a clean uniform for each regular workday.

12.4 Employees shall comply with all safety policies, practices and rules established by the City from time-to-time, and shall cooperate with management in enforcing all safety measures.

12.5 Effective not later than July 1, 2013, Employees in jobs that require safety glasses shall be eligible for an eighty (\$80) allowance per year for prescription safety glasses. This allowance will be provided through a vendor selected by the City. It is mutually agreed that all frames must be ANSI (American National Standards Institute) certified and have side shields for employee protection.

12.6 Each employee is responsible for the loss of any City-supplied clothing, safety equipment or shoes provided by the City. The City shall replace the above if damaged or destroyed in the course of an employee's work.

12.7 The City shall furnish the employees with ice water and tablets for avoidance of dehydration as reasonably appropriate to weather conditions of heat and/or humidity.

12.8 The City shall continue its current practices with respect to furnishing protection from the elements.

12.9 No employee shall be required to work on any energized electrical potential unless qualified or without the assistance of a qualified person as defined by OSHA. To be a qualified person, the person must understand the construction and operation of the equipment, system or process that he/she has been asked to work on or around as well as how to avoid the associated hazards. The City will provide necessary training, to ensure that all personnel, including non-electrical tradespersons, are properly trained.

12.10 The City will partner with management toward the continuing objective of providing a safe and healthy working environment for all employees and making all reasonable provisions for the safety and health of employees and the public.

12.11 The fringe benefit of a free family membership at the Mesquite Recreation Center will continue through the term of this Agreement.

12.12 The City agrees to waive, after an insurance payment, any applicable balance due or charges related to City provided ambulance service, transportation by City ambulance or medical treatment provided by City ambulance service to employees and their immediate family members.

ARTICLE 13 - MANAGEMENT RIGHTS

13.1 RETENTION OF MANAGEMENT PEROGATIVES

Except as expressly modified or restricted by a specific provision of this Agreement, the management of the City and the direction of the work force, including but not limited to, the services performed; the location of the work force; the schedules and fair standards of employee performance; the schedules and hours of shifts; the methods, processes, and means of providing services; the processes, services; and materials to be purchased, contracted and sub-contracted; the right to hire, promote, demote, and transfer employees, to establish reasonable rules of conduct, to discharge or discipline for cause, and maintain the efficiency of employees are the sole and exclusive rights and responsibilities of the City. The City's failure to exercise any right, prerogative or function hereby reserved to it, or the City's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the City's right to exercises such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

13.2 NON-MANDATORY SUBJECTS OF BARGAINING

The Union acknowledges that in respect to any non-mandatory subjects of bargaining, as defined in NRS 288.150, which are included in this Agreement, the City is not waiving, or in any way limiting its rights under NRS 288.150 to refuse to bargain over non-mandatory subjects during these or in future negotiations of this Agreement. The right pursuant to NRS 288 to take whatever actions may be necessary to carry out its responsibilities in situations of emergency such as riot, military action, natural disaster, fiscal emergency or a civil disorder.

Except as expressly modified or restricted by a specific provision of this Agreement, the

management of the City and the direction of the work force, including but not limited to, the services performed; the location of the work force; the schedules and fair standards of employee performance; the schedules and hours of shifts; the methods, processes, and means of providing services; the processes, services; and materials to be purchased, contracted and sub-contracted; the right to hire, promote, demote, and transfer employees, to establish reasonable rules of conduct, to discharge or discipline for cause, and maintain the efficiency of employees are the sole and exclusive rights and responsibilities of the City. The City's failure to exercise any right, prerogative or function hereby reserved to it, or the City's exercises of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the City's right to exercises such right, prerogative, or function or preclude it from exercising the same insome other way not in conflict with the express provisions of this Agreement.

ARTICLE 14 - STRIKES AND LOCKOUTS

14.1 The Union, on behalf of itself, its members, agents, and the employees it represents, hereby pledges not to strike (as defined in NRS 288.070) nor to call, authorize, participate or engage in a strike, including but not limited to any picketing, sympathy strike work stoppage, slow-down or sit-down against the City under any circumstances.

14.2 This Agreement is a guarantee by the Parties that for its duration there will be no lock-outs, strikes, suspension of work, slow-downs, or sick-outs, and that all complaints, grievances, or disputes arising out of the interpretation of this Agreement will be settled pursuant to the Grievance and Arbitration Procedures contained in Article 10 of this Agreement.

14.3 Nothing contained herein is intended to require performance of duties under circumstances in which there is a reasonable likelihood of injury to the employee.

ARTICLE 15 - CHECK-OFF

15.1 The City agrees to deduct from the paycheck of each employee within the bargaining unit who has signed an authorized payroll deduction card, such amount as has been designated by the Union as Union dues and initiation fees and is so certified to the City, in writing, to be the current rate of membership dues. The City will be notified of any change in the rate of membership dues thirty (30) days prior to the effective date of such change.

15.2 The employee's authorization for such deductions is revocable subject to the conditions outlined on the check-off authorization or upon termination of employment.

15.3 Such funds shall be remitted by the City to the Treasurer of the Union within fifteen (15) days after such deductions. The employee's authorization for such deduction is revocable subject to the conditions outlined on the check-off authorization or upon termination of employment.

15.4 If any controversy arises on account of such deductions and such deduction were erroneously authorized or approved by the Union, the Union will furnish, at no expense to the City, competent legal counsel of the City's choosing and the Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

15.5 The City will not be required to honor any monthly deduction authorizations that are delivered to the payroll section after the beginning of the pay period during which the deductions should start.

15.6 The Union agrees to refund to the City any monies paid to it in error on account of the payroll deduction provisions herein upon presentation of proper evidence thereof.

ARTICLE 16 - WARRANTY OF AUTHORITY

The officials executing this Agreement on behalf of the City and on behalf of the Union hereby warrant and guarantee that they have the authority to act for, bind and collectively bargain on behalf of the organizations, which they represent during the term of this Agreement.

ARTICLE 17 - SAVINGS CLAUSE

Should any valid federal or state law or final determination of any of any administrative agency or court of competent jurisdiction affect any provision of this Agreement, the provision or provisions so affected shall be made to conform to the law or determination, and otherwise this Agreement shall continue in full force and effect. It is agreed that, in the event of a provision that this Agreement is so judged to be invalid or unlawful, the City and the Union shall meet immediately and commence negotiations to modify and bring the invalidated provision into compliance.

ARTICLE 18 - FIDELITY BOND

When the city requires a fidelity bond of any employee, the premium of said bond shall be paid by the City.

ARTICLE 19 - INDEMNIFICATION FOR ORDINARY NEGLIGENCE

Except for instances of gross or wanton negligence or intentional or reckless misconduct by a bargaining unit employee, the city shall indemnify all the affected bargaining unit employee(s) from liability arising from accidents occurring while in performance of their official duties from claims brought by the public as well as other city employees.

ARTICLE 20 – INSURANCE

Section 26.1 A Health and Welfare Taft-Hartley Trust known as Teamsters Security Fund for Southern Nevada, Local 14 has been established by an agreement and Declaration of Trust dated October 1, 2014.

The Employer agrees to abide by said Agreement and Declaration of Trust and, further, to make payments to the Fund in the amount designated below for such benefits as determined by the Trustees. The current benefits (“Benefits”) provided by the Fund per Trustee actions are comprehensive medical, dental, and vision benefits. Additional benefits include Employee Assistance (EAP) and Life Insurance. Employer agrees to make contributions and seek refunds of contributions to the Fund per the provision outlined in Appendix A of this Agreement.

The Employer monthly contributions to the Fund for the term of this Agreement are:

Effective Date	7/1/19	7/1/20	7/1/21
Employer	\$1020	\$1020	\$1050

~~For employees hired before the ratification date of this agreement by the Parties, the City shall contribute the premium amount not to exceed \$850.00, from July 1, 2013 through June 30, 2014, not to exceed \$875.00 from July 1, 2014 through June 30, 2015, and not to exceed \$900.00 from July 1, 2015 through June 30, 2016 for each full-time, regular Local Teamsters 14 Member Employee with family coverage through the Teamsters Security Fund for Southern Nevada, Locals 14 and 995. For employees hired after the ratification date of this Agreement by the Parties, the City shall contribute thirty-three percent (33%) of the premium amounts detailed above for each full-time, regular Local Teamsters 14 Member Employee with coverage through the Teamsters Security Fund for Southern Nevada, Locals 14 and 995.~~

20.1 The City shall transmit monthly the premium amount to the insurance program designated in writing by the Union.

20.2 The open enrollment period for the Health and Welfare Insurance Plan **will occur during the months of October and November each year.** ~~is June 1 through June 30 of each year.~~

20.3 The Union also agrees to accept all other City employees, officers, and elected officials into the Union's health insurance plan during the term of this Agreement for the same dollar amount as contributed on behalf of Union members, pursuant to the terms of this Agreement.

~~**20.4**—Elected officials of the City of Mesquite may elect to opt in for coverage under the Union's health insurance plan during the term of this Agreement or elect not to be so covered. In~~

~~the event an elected official opts in for such coverage, the City shall contribute thirty-three percent (33%) of the premium amounts detailed above with coverage through the Teamsters Security Fund for Southern Nevada, Locals 14. and 995.~~

ARTICLE 21 - COMPENSATION FOR SERVICE INCURRED ACCIDENT OR ILLNESS

Since Nevada State Law prescribes all employees to be covered under worker's compensation benefits, payment for medical and surgical treatment as well as compensation for lost work time, return to work and other benefits associated with industrial injury or injury shall be as determined pursuant to applicable chapters of the Nevada Revised Statutes and the Nevada Administrative Code.

ARTICLE 22 - PENSION/ RETIREMENT

22.1 All employees covered by this Agreement shall participate in the Public Employees Retirement System of the State of Nevada in accordance with the rules of that system.

22.2 The City agrees to pay one hundred (100%) of contributions to Public Employees Retirement System ("PERS") as it changes from time-to-time.

22.3 The City shall comply with all provisions of NRS 286.421 for the purpose of payment of the employee's retirement contribution, but will not pay for the purchase of eligible service.

ARTICLE 23 - TIME RECORDS

23.1 The employee shall sign and submit to the employee's supervisor a time sheet or time card, as directed by the Employer City, indicating the exact hours worked daily. The City reserves the right to request additional information concerning the time sheet or time card, as it the City deems necessary.

23.2 The department director or designee shall verify the accuracy of each time sheet, or time card, and shall sign and submit it to the Payroll Office.

ARTICLE 24 - HOLIDAYS

24.1 The City shall observe the following holidays:

New Year's Day (January 1)
Martin Luther King, Jr. Birthday (3rd Monday in January)
President's Day (3rd Monday in February)
Memorial Day (Last Monday in May)

Independence Day (July 4)
 Labor Day (1st Monday in September)
 Nevada Day (Last Friday in October)
 Veterans Day (November 11)
 Thanksgiving Day (4th Thursday in November)
 Family Day (Day after Thanksgiving)
 Christmas Eve (December 24)
 Christmas Day (December 25)

Any day that may be declared by the Governor as a legal holiday and confirmed by City Council shall be considered as an additional paid holiday. If any of the above holidays falls on an employee's scheduled day off, the employee will receive 8 hours of holiday pay at their regular pay rate excluding any pay premiums.

24.2 An employee will be entitled to holiday pay if they are in pay status on the last working day before, and on their first working day after, the holiday.

24.3 If a holiday occurs during an employee's annual leave, it will be paid as holiday and not charged against accrued annual leave.

24.4 Eligible employees who are able to take the holiday off shall receive pay equal to their established workday at their regular hourly rate, including shift differential, as holiday pay.

24.5 The City may, at its discretion, require employees to work on a holiday. An employee required to work on a holiday shall receive, in addition to their holiday pay, pay at the applicable overtime hourly rate, for hours worked on that day. ~~unless over forty (40) hours for the work-week.~~

ARTICLE 25 - ANNUAL LEAVE

25.1 Each employee is entitled to paid annual leave.

25.2 Employee will accrue annual leave as specified below:

~~Beginning the Pay Period- Following:~~	~~Through the Pay Period- During Which the Employee Completes~~	~~Hours Accrued for Each Regularly Scheduled Hour on Paid Status~~
~~Date of hire to an eligible position~~	~~2 years of eligible employment~~	~~0.0385 (80 hours)~~
~~2 years of eligible employment~~	~~5 years of eligible employment~~	~~0.05 (104 hours)~~
~~5 years of eligible employment~~	~~10 years of eligible employment~~	~~0.0577 (120 hours)~~

10 years of eligible employment	15 years of eligible employment	0.0692 (144 hours)
15 years of eligible employment		0.0769 (160 hours)

Forty-hour Schedules		
Years of Service Thresholds	Hours per Pay Period	Annual Hours
Date of hire through 1st year	1.538	40
More than 1 through 5 years	4.615	120
More than 6 through 14 years	6.154	160
15 th year and beyond	7.692	200

25.3 Annual leave shall accrue each pay period, provided that the employee received at least sixty (60) paid hours that pay period.

25.4 Annual leave may be accumulated up to a maximum of two hundred-forty (240) hours on the employee's service date. The City will continue its present practice of notification to employees when their annual leave accrual balance exceeds two hundred-forty (240) hours.

An employee may sell back accrued leave in excess of two hundred and forty (240) hours on their service date if, during the preceding twelve (12) months, the employee, after reasonably timely request(s) to do so, took a minimum of forty (40) hours annual leave as time off. ~~Employees who have in excess of hours and do not qualify to "sell back" may bank the hours to be applied to insurance coverage upon retirement.~~

Annual leave payout will be consistent with the City of Mesquite Personnel Policies Manual.

25.5 Annual leave must be scheduled in advance, whenever possible, and will be scheduled by the City to minimize interference with normal operations. Leave requests shall be acted upon in a timely manner and shall not be unnecessarily delayed. Except for previously scheduled preventive examinations, annual leave shall not be used for disability leave purposes unless all disability leave is exhausted. **Annual leave scheduled and approved in advanced will be considered time worked for the purpose of calculating overtime. Approved in advance is defined as approval from the employee's supervisor/manager prior to the end of the previous days shift**

25.6 Annual leave shall be paid at the employee's regular rate of pay ~~(excluding shift differentials)~~ in effect on the shift immediately preceding the day the leave commences.

An employee shall accumulate paid annual leave on a pay period basis. Upon separation from employment with the City, employees with more than one (1) year of service and who voluntarily resign or are terminated for reasons other than with cause, and upon termination of their employment shall be paid for all accumulated leave time not previously taken.

Probationary employees are not entitled to payment for leave upon separation.

25.7 LEAVE REQUEST RESCINDED

Except in the case of emergency as determined in the City's sole and absolute discretion, if the City rescinds a previously granted leave request which results in a non-refundable loss to an employee, the employee shall be reimbursed for such non-refundable loss. All airline tickets and receipts evidencing non-refundable expenditures shall be submitted to the City prior to payment. In the case of airline tickets if a fee may be paid for rescheduling of non-refundable airline tickets, the City will pay the rescheduling fee if it is less than the cost of the tickets. An employee is required to advise the City of any such loss immediately upon rescission of any previously granted annual leave and provide documentation of the loss within thirty (30) days thereof. If the employee purchased nonrefundable airline tickets or other non-refundable expenses which may be used at a future date, the City Manager will determine employee eligibility for reimbursement on a case-by-case basis.

ARTICLE 26 - ADMINISTRATIVE LEAVE

Each employee is entitled to earn forty (40) hours of administrative leave every six (6) months on the first day of January and the first day of July. The hours may be used at the complete discretion of the employee, but must be used by December 31st of each year. The hours will be lost if not used by December 31st of each year.

ARTICLE 27 - BEREAVEMENT LEAVE

27.1 Full-time employees will be granted **three (3) ~~two (2)~~** working days off with pay in the event of a death in an employee's immediate family. Immediate family shall mean a person listed on the City of Mesquite Consanguinity/Affinity Chart attached hereto as Appendix B. **The three (3) shifts may not be consecutive due to an extended time for the actual funeral service and the third shift will not be later than twenty-one (21) days after the death of the immediate family member without approval from the City Manager.**

27.2 In compelling circumstances, such as distance between the City and site of the funeral, the employee may be granted up to five (5) days of paid bereavement leave.

ARTICLE 28 - MILITARY LEAVE.

28.1 Military leave shall be granted as follows: When an employee enters the Armed Forces of the United States, whether by enlistment or by selective service, the following rules shall apply:

- A. The employee shall be given military leave without pay.

- B. During the period of military service, the employee shall retain all rights to which they are entitled under the provisions of this Agreement and state and federal laws provided that during a period of military leave in excess of thirty (30) days, annual leave or disability leave credit shall not accumulate according to applicable laws.
- C. Reinstatement after the completion of military service. The employee will be restored to their former position or an equivalent position in accordance with Title 38 or the U.S. Code Annotated or any other state or federal law relating to Veterans re-employment rights shall be in accordance with applicable laws.
- D. Persons employed to fill positions becoming vacant under these rules shall hold such positions subject to being transferred to another post, if available, or terminated upon the reinstatement of the returning an employee to their former position in accordance with Subsection (c).
- E. An employee in the competitive service having a reserve status in any of the regular branches of the Armed Services of the United States or Nevada National Guard, upon request to serve under orders for training duty shall be relieved from their duties, upon request, to serve under orders for training duty without loss of pay for a period not to exceed fifteen (15) consecutive working days for 40-hour employees in any one (1) calendar year. The employee shall file with the City, a copy of such orders which includes the date said duty is to commence and the date the duty is to cease. The employee shall receive regular compensation in addition to their military pay. It is understood that this provision is in accordance with NRS 281.145. An employee who is an active member of the United States Army Reserve, the United States Naval Reserve, the United States Marine Corps Reserve, the United States Coast Guard Reserve, the United States Air Force Reserve, or the Nevada National Guard shall be granted leave with pay to serve under orders for a period of not more than fifteen (15) working days in any one (1) calendar year. Such leave shall not be counted against the employee's available annual leave. As soon as practicable, the employee shall file with the City a copy of such orders which includes the date said duty is to commence and the date duty is to cease.

ARTICLE 29 - LEAVE OF ABSENCE

29.1 FAMILY AND MEDICAL LEAVE

Family and medical leaves of absence **with and** without pay shall be granted to eligible classified employees in compliance with the provisions of the Family Medical Leave Act of 1993.

29.2 LEAVES OF ABSENCE WITHOUT PAY

The City may grant leaves of absence without pay for up to six (6) months only for exceptional circumstances and conditions, such as education or prolonged illness, when the appropriate authority determines the granting of such leave is consistent with the good of the City service. Such leaves may be extended for an additional period of up to six (6) months. Such leaves of absence are granted at the discretion of the City. Leaves of absence without pay may be granted when the work of the department will not be impeded by the employee's absence. Disputes arising from this Article are not subject to Grievance and Arbitration Procedure.

ARTICLE 30 - COURT LEAVE

30.1 A leave of absence with pay shall be granted to any employee for the time required in service:

On a jury; (Employees called but not selected to serve on the jury shall report back to work immediately upon being excused if one-half (1/2) or more of the assigned shift remains at time of being excused); **Those Communication Dispatcher on a shift starting at 7:00 PM the day prior to reporting for jury duty will be released with pay for that day.**

- A. In court proceedings when the employee or the employee's spouse or child is a victim of a crime against the person (this is voluntary at the employee's option);
- B. Under subpoena to testify in court or to be deposed as a direct result of performance of the employee's duties with the City of Mesquite. This leave will be at the employee's regular rate **for the lost regular hours** for the duration of such duty. **The employee will sign over to the City minus** any monies paid to employee for jury duty or witness fees. **The employee will retain any mileage reimbursement(s).**

30.2 Employees involved in other civil, administrative or criminal proceedings may utilize accrued annual leave to attend any meeting, hearings or proceedings required such proceedings or other meetings related thereto.

ARTICLE 31 - SICK LEAVE

31.1 Sick leave will be accrued and determined in accordance with Section 8.2 of the Mesquite Personnel Policies Manual.

31.2 In the event of a leave pursuant to Family Medical Leave, referring to the Family Medical Leave Act of 1993, as amended, an employee's sick leave balance will be charged against any family leave time, in accordance with the Family Medical Leave Act Policy of the City, as contained in the Mesquite Personnel Policies Manual.

31.3 In the event of the death of an employee, one hundred percent (100%) of the

employee's unused sick leave shall be paid to the employee's beneficiaries.

31.4 Sick Leave will accrue to a maximum of ~~five hundred (500)~~ **seven hundred fifty (750)** hours as of December 31 each calendar year. so long as this is the uniform maximum accrual for all negotiating groups in the City. It is agreed that if any other negotiating group is allowed to accrue a larger number of hours, this Agreement will be revised to the same number of maximum accrual hours as the other group. The revision will be retroactive to the date of this Agreement. Any hours above the maximum accrual as of December 31 in a year will be paid to the employee at his/her regular rate of pay at fifty percent (50%).

31.5 Sick leave may be used by an employee who is:

- A. Incapacitated from the performance of his/her duties by illness or injury; or
- B. Whose attendance is prevented by public health requirements; or
- ~~C. Who is required to absent himself/herself from work for the purpose of keeping a doctor's appointment. The City may, in its discretion, require an employee to submit documentation of medical appointments in the event of excessive absences for medical reasons; or~~
- D. Who is required to absent himself/herself from work to personally care for a member of his/her family as outlined in Appendix B, The City's Consanguinity/Affinity Chart, during family emergencies that require the employee's prompt attention, and for doctor and/or dentist appointments for themselves and immediate family as defined in Appendix B. The City may, in its discretion, require an employee to submit documentation of medical appointments in the event of excessive absences for medical reasons.**
- E. Sick leave scheduled and approved in advanced will be considered time worked for the purpose of calculating overtime. Approved in advance is defined as approval from the employee's supervisor/manager prior to the end of the previous days shift**

31.6 With the exception of such sick leave depletion, annual leave shall not be used in place of sick leave except as previously approved.

31.7 When using sick leave, an employee who does not become ill on the job will give as much advance notice of absence as possible and ~~in no event less than~~ **unless precluded by an emergency at** least one (1) hour ~~after~~ **before** the beginning of his/her regular shift.

31.8 Any full-time employee who has exhausted his accumulated sick leave may utilize accrued annual leave. Should an employee exhaust both his/her accumulated sick leave and accumulated annual leave, he/she may be granted leave without pay in accordance with applicable laws.

31.9 Employees covered by this Agreement shall be subject to the following requirements for payment of such leave:

- A. The department director or designee may require that an employee submit a certificate signed by a physician in the event of excessive use of sick leave. "Excessive" shall mean in excess of six (6) incidents of personal sick leave in a twelve (12) month period. Use of sick leave for a funeral, a family illness or a scheduled medical or dental appointment shall not constitute a personal incident of sick leave.
- B. Employees shall report to work if recovery of illness is made during normal work hours. Pursuit of any outside gainful employment, personal business, recreation, travel for recreation or non-sick leave purposes, or other such activity when an employee is on such leave is considered evidence of abuse of sick leave unless approved in advance, by the department director or designee.

31.10 Upon separation from employment with the City, employees with more than five (5) years of continuous full-time City service, ~~upon separation from City service and~~ who voluntarily resign or are terminated for reasons other than with cause, any reason including disciplinary termination, will be paid for accrued sick leave **at their base hourly rate rate- of fifty percent (50%) of the value of the employee's accrued sick leave hours** at the time of separation **as follows:**

Years of Service	Percentage of 750 Hours Paid
0-5	Not Eligible
6-10	Fifty Percent (50%)
11-15	Sixty-two- and one-half Percent (62.5%)
16-20	Seventy-five Percent (75%)
21-25	Eighty-seven and one-half Percent (87.5%)
26+	One Hundred Percent (100%)

31.11 Employees found guilty of excessive or misuse of sick leave shall be subject to disciplinary action.

31.12 Employees with one or more years of full-time service who use no more than the sick leave ~~usage~~ outlined below during the fiscal year shall receive bonus hours credited to their vacation accrual balance in July annually on the following schedule:

<u>Sick Leave Usage</u>	<u>Bonus Hours Awarded</u>
~~0 — 1 day~~	~~8 hours~~
~~1.1 — 2 days~~	~~4 hours~~

Days of Sick Leave Used	Bonus Hours Awarded
Zero (0) to One (1) Day	Eight (8) Hours
One point one (1.1) to two (2) Days	Four (4) Hours

ARTICLE 32 - SHIFT ARRANGEMENTS

32.1 HOURS AND WORKWEEK

The standard workweek is forty (40) hours or the individual's designated work week. Specific schedules of days and hours of work are determined in accordance with business needs within individual divisions or work units. However, most employees will work ten (10) hour days, where possible, based upon a particular job, from 7:00 AM to 5:30 PM with a one-half (1/2) hour lunch period. The normal work week for such employees shall be either Monday through Thursday or Tuesday through Friday, as specified in the sole and absolute discretion of the City. The City reserves the sole and exclusive right to modify work schedules as business needs dictate

Whenever deviations from regular shift hours are necessary, a supervisor shall provide employees with as much advance notification prior to such deviation as possible in the circumstances. Sufficient advance notification is deemed to be a minimum of seventy-two (72) hours. Such advance notification shall not be required for emergency work.

32.2 OVERTIME. M-1 and M-2 Class employees are exempt from overtime pursuant to FLSA Guidelines.

ARTICLE 33 - LUNCH AND BREAK PERIODS

33.1 The normal shift schedule for employees shall include an unpaid lunch period of one-half (1/2) hour to one (1) hour, depending upon the needs of the department involved.

33.2 Employees shall receive two (2) fifteen-minute paid break periods each day; one break period before the lunch period and one (1) break period after the lunch period. Specific break periods may be scheduled by an employee's supervisor to ensure that work needs are met and several employees may take breaks at the same time as long as it does not disrupt service to the public. Break periods will not be scheduled within one (1) hour of starting time, lunch breaks, or quitting time. Employees not at their primary job site are expected to use their best judgment in meeting work requirements and taking breaks consistent with the intent of this provision.

ARTICLE 34 – WAGES, CLASSIFICATIONS & RATES OF PAY.

34.1 DETERMINING CLASSIFICATIONS/RATES OF PAY

Newly created job classifications in the bargaining unit and any changes to the job classifications as set forth in Appendix A, are subject to discussion with the Union prior to implementation. The City shall notify the Union, in writing, of any proposed new or

modified job classifications. The Parties shall meet promptly, but no later than ten (10) working days following notification if the position is vacant, or thirty (30) days if it is not vacant, before any City action is taken.

The City shall have the exclusive right to determine the duties, responsibilities, qualifications and description of new or revised job classifications.

Wage rates for newly created job classification and for changed classifications shall be comparable, based upon job duties and responsibilities with the wage assignments contained in this Agreement. Disputes under this provision are subject to Grievance and Arbitration Procedures.

34.2 RECLASSIFICATION REQUESTS

Employees may request a reclassification study if they reasonably believe their duties and/or responsibilities of their position have changed significantly. Such request shall be submitted in writing to the Human Resources Department.

If the request is deemed appropriate by the Human Resources Department, that Department shall conduct a job audit of the position and shall respond in writing as to its estimate of when the audit can be completed.

The employee and the Union shall be provided with a written decision upon completion of the audit which shall include the reasons for the City's decision.

If a position is reclassified, the effective date of the reclassification is upon approval of the Mesquite City Counsel.

34.3 PAY ADMINISTRATION

Except in circumstances specifically indicated otherwise in (a) through (f) below, no regular employee will be paid below the entry rate for a position nor shall any wage rate exceed the merit maximum for the position.

- A. Promotion. Employees who are promoted to a new job classification in a higher salary range shall receive a promotional increase of **to the Step that provides a minimum of a** five percent (5%) increase or to the entry level of the new range, whichever is greater. If the new **Grade range** is not sufficient to permit a five percent (5%) increase, the employee will be paid at the topped-out **point wage** of the new range.

~~B. The Director of Human Resources may, with agreement of the Union, set the promotional increase above five percent (5%), not to exceed ten percent (10%), if such is warranted taking into consideration the length of time since the last merit increase and the rates of pay of employees in the same class and work group. Promotional increases above five percent (5%) as set forth herein are not subject to the Grievance and Arbitration Procedure of this Agreement.~~

- C. Transfer. When an employee transfers to a different position, whether the same or a different title/classification, but in the same salary range, the employee shall retain the same rate of pay.
- D. Reinstatement. When an employee is reinstated to a position upon return from a layoff (recall) or an extended leave of absence, the salary rate shall be established as the same rate the employee was earning immediately prior to the layoff/leave of absence, subject to any economic adjustment. If the employee is reinstated to a position in a lower grade/range than previously held, the employee will be paid the rate of pay in effect for the newly reinstated position at the beginning range of the grade. However, if the employee is reinstated to a different position in the department, he/she was employed in prior to the layoff or extended leave of absence, the salary rate shall be established as the same rate the employee was earning immediately prior to the layoff/leave of absence, subject to any economic adjustment.
- E. Demotion. If an employee is demoted, whether voluntarily or involuntarily (including the avoidance of a layoff), the employee will be paid the rate of pay in effect for the newly demoted position at the beginning of the grade.

If an employee is returned, or demoted, to a former or comparable job classification after or during the qualifying period following a promotion, the employee shall be paid the rate of pay in effect immediately prior to the promotion, including any economic adjustments.

- F. Reclassification. In the event that a position with an incumbent is re-classified to a different salary range, the following applies:
 - a. If the reclassification results in a higher salary range, the incumbent is not given a salary adjustment at the time of the reclassification unless the employee's salary is lower than the new entry level for the position, in which case the employee's salary is adjusted to the entry level.
 - b. If the reclassification results in a lower salary range and the employee's salary is higher than the merit maximum of the new range, the employee's salary will remain at the current level until exceeded by the merit maximum.
 - c. In either of the above instances, the employee's previously established merit review cycle remains unchanged.

G. Leave Payouts. Yearly annual and sick leave payouts will be included in the first (1st) check in November each year.

H. Longevity Payment. Employees will receive their annual longevity payment in the first (1st) check in November each year. Employees who have reached their anniversary date in a calendar year, and end their employment with the City during that calendar, will receive their longevity payment in their final check.

34.4 WORK OUT OF CLASS

When an employee is assigned for a full day, on a temporary basis, to a higher classification, the pay increment will be five percent (5%), except for positions responsible for supervision. Temporary assignments in supervisory/managerial classifications will receive ten percent (10%). If the percentage increase falls below the entry for the higher classification, the employee will be paid at the entry level.

Pay increments are for assignments consistent with minimum performance requirements and are paid as follows:

- A. The pay increment will be applicable at the beginning of each full day worked in the higher classification. Should an employee work overtime during the assigned period, such overtime shall be paid at the temporary assignment rate only if the work being performed is applicable to the higher classification. Previously scheduled appointment or emergencies requiring leave or less than two (2) hours duration will not cause the loss of the 'full day' status.
- B. If a holiday falls during the assignment, the employee will receive holiday pay at the higher rate if the employee works in the higher classification both the last working day before and the first working day after the holiday.
- C. When an assignment is made, the supervisor will confirm such an assignment to the employee in writing 'for the record.' In no event will the City reschedule employees under this provision solely to avoid the payment of the premium provided herein.

34.5 SALARY/WAGES

~~The City and Union agree to maintain the current hourly wage schedule with no increase for fiscal year 2013 – 2014; however, if any other group receives any monetary gain in the negotiated collective bargaining agreements for 2013/14 – 2015/16, other than for a necessary job reclassification, an equal monetary gain shall be given to all employees subject to this Agreement. Pursuant to Section 31.1, all hourly wage employees shall be paid for a forty (40) hour week effective July 1, 2013. The Parties agree that all salary/wage issues covered in this Section are subject to reopening prior to the second year and third year of the Agreement commencing July 1, 2014, and July 1, 2015, respectively.~~

The City and Union agree to the wage schedules included in this Agreement as Exhibit A. The movement within these schedules are defined in Exhibit A.

~~34.6 BONUSES~~

~~Teamsters Local Union No. 14 promises to reduce the proposed health insurance rates for the years 2013, 2014, and 2015, as follows:~~

~~July 1, 2013 to June 30, 2014 from \$875.00 to \$850.00
July 1, 2014 to June 30, 2015 from \$925.00 to \$875.00
July 1, 2015 to June 30, 2016 from \$975.00 to \$900.00~~

~~Based upon the savings for the promised reduced rate, each year the savings for that year from the proposed rate to the final reduced rate shall be divided equally between the full-time employees and paid in a lump sum at the end of that calendar year in the same payroll check as the yearly longevity pay. The bonus for each full-time employee shall be at least \$300.00 for year 2013/2014, \$600.00 for year 2014/2015, and \$900.00 for year 2015/2016.~~

34.6 SHIFT DIFFERENTIALS

Those employees whose 51% of the hours regularly worked falls after 2:00 p.m. shall receive a four percent (4%) swing shift differential add to their base pay. Those employees whose 51% of the hours regularly worked fall after 5:00 p.m. shall receive a six percent (6%) night shift differential added to their base pay.

A. Shift differential pay is temporary monetary compensation paid to the Bargaining Unit personnel assigned to the shifts indicated above. Shift differential shall continue to be paid during vacation leave, sick leave, other paid leaves, and while temporarily assigned to another shift.

ARTICLE 35 - PAYDAY

35.1 Payday shall be bi-weekly except for circumstances beyond the control of the City.

35.2 Employees shall be paid prior to the end of their assigned shift, no later than the first Thursday following the closing of the pay period.

ARTICLE 36 - SERVICE RECOGNITION /LONGEVITY

Employees hired by the City before the Ratification Date of this Agreement by the Parties shall receive service recognition according to the following scale:

Every employee who has completed three (3) years of service as of December 31 shall receive service recognition to be paid on the first pay date in December as follows:

3 - 9 years of service, the employee will receive \$100.00 for each year of service.
10 - 19 years of service, an employee will receive \$125.00 for each year of service.
20 - over years of service an employee will receive \$150.00 for each year of service.

Such pay is not part of base pay for purposes of computing leave cash outs, or any other payments.

ARTICLE 37 - MEAL POLICY

The City will provide meals for employees working during an emergency if the employees are unable to leave the job site due to the emergency.

ARTICLE 38 - NON-DISCRIMINATION

The City and Union will comply with all applicable federal and state laws and executive orders pertaining to non-discrimination and equal employment opportunities.

ARTICLE 39 - OUTSIDE EMPLOYMENT

39.1 All employees covered by the Agreement and wishing to work another job in conjunction with the employee's current position with the City must receive prior written approval from the Department Director.

39.2 All requests for and performance of outside employment shall conform to the requirements of ~~NRS 281.481~~ and **City Policy 3.19**.

ARTICLE 40 - RESIDENCY REQUIREMENT

40.1 Should the City wish to re-establish a residency requirement; the City agrees to meet with the Union for the purpose of negotiating the residency parameters.

~~**40.1**—Every person first employed by the City of Mesquite on or after the Ratification Date of this Agreement by the Parties shall be a resident of the City of Mesquite, and shall not cease to be a resident of the City of Mesquite during his/her employment by the City. Every employee first employed by the City of Mesquite before the Ratification Date of this Agreement by the Parties, who resides within fifteen (15) miles of the City of Mesquite boundaries as of the Ratification Date by both Parties, shall not cease to reside within fifteen (15) miles of the City of Mesquite during his/her employment by the City. Every employee first employed by the City of Mesquite before the Ratification Date by both Parties of this Agreement, who is not a resident of the City of Mesquite nor resides within fifteen (15) miles of the City boundaries as of the Ratification Date by both Parties, shall have no obligation to maintain his/her primary residence in the City of Mesquite or within fifteen (15) miles of the City; provided however, that if said employee at any time after the Ratification Date becomes a resident of the City of Mesquite or resides within fifteen (15) miles of the City boundaries, he/she shall not cease to be a resident of the City of Mesquite or reside within fifteen (15) miles of the City boundaries during his/her employment—the failure to do so shall be determined to be a voluntary termination of employment.~~

~~**40.2**—Upon taking employment with the City, and annually on the first day of February—~~

~~thereafter, every employee subject to this Section shall file with the City a certificate, signed under penalties of perjury, stating his or her name, and place of residence. Upon receipt of a certificate indicating a place or residence not in conformity with the requirements of this Section, or if no such certificate is filed, the City shall contact the employee and the Union and provide thirty (30) calendar days for the employee to conform with the requirements of this Section. In the event the employee fails to conform with the requirements of this Section within that period, the City shall forthwith strike the name of the employee from the payroll, that person shall cease to be employed by the City, and the City shall give notice of this action to the City Clerk, who shall transmit the same to the City Council and the Mayor. No person so stricken from a payroll, shall be reemployed by the City for a period of one (1) year following the cessation of his or her employment. Every employee shall be furnished a copy of the residency requirement language when hired and annually thereafter, but failure to receive a copy shall not be held to excuse any violation.~~

~~40.3 — In the event that this Section shall be deemed to be in conflict with a provision of any general or special law, the provision of that general or special law shall govern, and shall not defeat the application of this Section with respect to any position not governed by that law.~~

~~40.4 — The provisions hereof shall not be waived by the Mayor or the City Council with respect to a particular person or position. With respect to previous written waivers exempting a particular person or position from the residency requirement, such written waivers shall continue until such time as the waived individual terminates employment or the waived position becomes vacant.~~

~~40.5 — The provisions hereof are severable, and the action of any court of competent jurisdiction in declaring any part or portion hereof invalid, shall not act to defeat any remaining part or portion hereof, and any such action declaring this Section invalid with respect to any position or person shall not be held to apply to any other person or position.~~

~~40.6 — In construing this Section, primary residence shall be the actual principal residence of the individual, where he or she normally eats and sleeps and maintains his or her normal personal and household effects and is registered to vote.~~

ARTICLE 41 - EDUCATIONAL ASSISTANCE

41.1 Educational assistance to employees in the bargaining unit will be that set forth in Section 5.14 of the Mesquite Personnel Policies.

41.2 The City shall pay all applicable certification fees or expenses required to perform the job. This includes CDL license and renewal, as well as medical exams.

ARTICLE 42 - SOLE AND ENTIRE AGREEMENT

42.1 The Parties agree that they have negotiated fully with respect to all mandatory

subjects of bargaining and that this Agreement constitutes the Parties' complete and final understanding, except for Letters of Understanding attached to this Agreement or such additional Letters as the Parties may sign.

42.2 The City and Union agree that each shall pay one-half (1/2) the cost of printing this Agreement.

ARTICLE 43 - DURATION OF AGREEMENT

43.1 This Agreement shall have a term dating from July 1, **2019** through June 30, **2022**. The term "Effective Date" of this Agreement shall be the date of approval by the Mesquite City Council.

~~**43.2** The Parties agree that all salary/wage issues in Section 34.5 of this Agreement are subject to reopening for the second year of the Agreement commencing prior to July 1, 2014, and the third year of the Agreement commencing prior to July 1, 2015 subject to the provisions of Chapter 288 of Nevada Revised Statutes, as amended.~~

43.3 In the event either Party desires to open negotiations concerning a subject beyond the term of this Agreement, written notice of such desire shall be given on or before February 1, **2022**.

43.4 In the event the Parties cannot negotiate a new Agreement to be effective retroactive to July 1, **2022**, it is agreed that the Parties shall comply with statutory impasse procedures.

43.5 Each party reserves its rights established by Chapter 288 of the Nevada Revised Statutes, as amended.

The City agrees that it will not layoff, nor threaten employees of layoff, any employees covered under the CBAs during the term of this Agreement. In the event the City suffers unforeseen decreases in revenue or mandatory increases in City services, the City will request meetings with the Union to discuss and negotiate the economic situation. However, the City retains the ultimate decision regarding layoffs if the City and Union are unable to negotiate concessions to avoid layoffs. The City reserves sole right to determine appropriate employment level based on workload and to determine whether to fill positions that may become vacant due to natural attrition.

**LABOR AGREEMENT
BETWEEN THE
CITY OF MESQUITE,
NEVADA**

AND

**GENERAL SALES DRIVERS, DELIVERY DRIVERS, AND HELPERS &
REPRESENTING THE PUBLIC SECTOR TEAMSTERS LOCAL UNION NO. 14**

DURATION

**July 1, 2019 through
June 30, 2022**

NON-SUPERVISOR BARGAINING UNIT

TABLE OF CONTENTS

PREAMBLE

This Agreement is effective this 1st day of July, 2013, by and between the CITY OF MESQUITE, whose address is 10 East Mesquite Boulevard, Mesquite, Nevada, (hereinafter referred to as the "City") and the TEAMSTERS LOCAL UNION NO. 14, whose address is ~~1250 South Burnham Avenue~~, **8951 West Sahara Ave.** Las Vegas, Nevada, **89117** (hereinafter referred to as the "Union") as a product of the good faith bargaining efforts of both Parties and for the purpose of promoting harmonious employer/employee relationships and the efficiency of the City operations. The City and the Union are referred to collectively as the "Parties."

ARTICLE 1 - RECOGNITION

1.1 The City recognizes the Union as the exclusive collective bargaining representative for all regular full-time employees in the classification listed in Appendix A.

1.2 The City shall notify the Union, in writing, of its intent to establish or exclude any new position or classification and the City shall indicate its belief as to whether or not the new classification and/or position is a bargaining unit classification. The Union shall notify the City within ten (10) working days of receipt of notification within the meaning of Section 1.3 of any disagreement if the Union believes a newly-established classification belongs in the bargaining unit. The City and the Union shall meet and resolve the disagreement within five (5) working days of the Union's notice to the City. If the Parties are unable to reach an agreement at that meeting, or at subsequent mutually agreed-upon meetings, the City may post and fill the position, and the dispute shall be resolved by the Local Government Employee-Management Relations Board as provided under NRS 288.170.

1.3 If the newly-established classification position and/or position is agreed to be, or is determined by the Employee-Management Relations Board to be, a bargaining unit classification, Parties shall meet promptly pursuant to the provisions of Article 34, Section 34.1 (Determining Classifications/ and Rates of Pay).

1.4 The rate of Pay determined for a newly-established classification shall be retro-active from the affected employee's date of employment in the new classification upon resolution.

ARTICLE 2 - UNION REPRESENTATION

2.1 The Union's Secretary-Treasurer and/or Business Agent and/or Shop Steward may enter the premises of the City during any shift to investigate working conditions or unit employees, to assist in the settlement of grievances arising under this Agreement, to post notices regarding Union activities and to ascertain that the Agreement is being adhered to provided, however, that said Union representative provides notify the City's designated representative 24 hours' advance

notice of the visit and notifies the City's designated representative of their his/her presence upon arrival. Union will provide 24 hours' notice of visiting the City.

2.2 Shop Stewards will also be permitted to use a reasonable amount of release time for the investigation of grievances. Release time will not be unreasonably withheld; however, the Shop Steward shall request the use of such time in advance and the granting of the request shall be subject to, but will be granted only upon advance approval by of the supervisors involved, which will not be unreasonably withheld, and the release time will be scheduled by the supervisors so as to minimize interruption disruption of the City's business.

- A. It is agreed that the Union Representative shall not interfere with the efficient operation of the City.
- B. Release time for employee representatives will be requested pursuant to the established procedure.

2.3 The City shall provide the Union exclusive bulletin board space to the Union in the designated break area. Any posted material will be signed by the Union's Secretary/Treasurer, Business Agent, officer, or board member and the Union agrees to submit one (1) copy of all posted material to the Office of the City Manager and one (1) copy to the City's Human Resources Manager.

2.4 The Union shall, upon written request, and subject to other scheduled events, be permitted reasonable use of meeting space at reasonable times and places. The Union shall be subject to reasonable charge for any clean-up or other extra services provided by the City.

The City agrees to allow three (3) employee representatives and the Head Shop Steward to sit at the bargaining table for the purpose of negotiations. Employee committee members shall not suffer loss of pay or deduction from leave time; however, no overtime will be paid for meetings outside of an employee's normal work hours.

If, for any reason, additional employees are needed for informational purposes, upon agreements by the City and the Union, said employee(s) will be called into the meeting without loss of pay or leave time.

On-duty employees shall return to their regular duty assignment immediately at the end of said meetings.

ARTICLE 3 - EFFECT OF AGREEMENT

3.1 The Union and City agree that this Agreement is intended to cover all matters affecting wages, hours, and other terms and all conditions of employment and similar or related subjects, and that during the term of this Agreement neither the City nor Union will be required to negotiate any further regarding such matters affecting these, except as specifically provided herein. Certain managerial decisions may legally require the City to

bargain with the Union over the effects of such decisions, and the Union does not waive the right to such "effects bargaining".

ARTICLE 4 - UNION MEMBERSHIP

4.1 Union membership shall be at the sole discretion of the employee.

4.2 The Union will notify the City, **via email in-writing**, of all current officers of the Union who are authorized to represent eligible employees under this Agreement.

4.3 The Union will notify the City of the names of Shop Stewards appointed by the Union within fifteen (15) calendar days of their said appointment.

4.4 The Union recognizes its responsibility as a bargaining agent and agrees to fairly represent all employees in the bargaining unit. The City recognizes the right of the Union to charge nonmembers of the bargaining unit a reasonable service fee for representation in appeals, grievances and hearings. The City understands that the Union has adopted a Resolution establishing fees for nonmembers of the bargaining unit who request the assistance of Union representation with appeals, grievances and hearings and that the Union has the authority to change those fees from time to time.

4.5 In reliance on the Nevada Supreme Court Opinion issued in *the case of Cone v. Nevada Service Employees Union/SIEU Local 1007*, 116 Nevada Adv. Op. No. 54 (May 4, 2000) ("*Cone*"), Teamsters Local 14 Union recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the bargaining unit. The City recognizes the right of the Union Teamsters Local 14 to charge non-members of the bargaining unit a reasonable service fee for representation in appeals, grievances and hearings. The City understands that, pursuant to *Cone*, the Union Teamsters Local 14 has adopted a Resolution establishing fees for non-members of the bargaining unit who request the assistance of the Union Teamsters Local 14 with appeals, grievances and hearings and that the Union Teamsters Local 14 has the authority, pursuant to *Cone*, to change those fees from time-to-time.

ARTICLE 5 - HIRING PROCEDURES

5.1 The City shall post all regular position openings and provide a written copy of such notice to the Union.

5.2 The Union may refer applicants for open positions.

5.3 Union membership shall have no effect on employment with the City.

5.4 Initial employment with the City shall be based upon competitive examination.

5.5 The City will notify the Union, **via email in writing**, of all new hires and terminations within the bargaining unit. **It is the Union's responsibility to provide the City with the appropriate email address(s).**

5.6 All initial appointments shall be subject to a probationary period of six (6) months, with an additional six (6) months, if necessary, with notification to the employee and Union. **This probationary period begins upon completion of the formalized training program for Communication Dispatcher.** The City reserves the right, for valid reason(s), to extend said probationary period for an additional six (6) months or fraction thereof, not to exceed a total of twelve (12) months. The Union shall be notified, **via email in writing**, of such extensions. Notwithstanding the foregoing, an employee placed on a regular status from a temporary full-time appointment of six (6) months or longer **in the same position, will be considered to have completed their probationary period.** ~~required to serve one six (6)-month probationary period after placement in the regular position.~~

ARTICLE 6 - SENIORITY

6.1 Seniority shall be granted on the basis of the employee's continuous service to the City. Continuous service is defined as that not broken by dismissal or resignation without reinstatement. Division seniority shall apply in cases of shift bidding and vacation leave, and in these specific cases, Division seniority shall be determined by the length of continuous service within the City of Mesquite Department/Division Chart attached as Appendix C.

6.2 Seniority shall commence from the original date of hire as a full-time, regular employee ~~The term "regular" employee shall mean an employee who has satisfactorily completed probation in the work force of the City~~ in a classification designated in Appendix A.

6.3 An employee shall not be entitled to any seniority rights during the initial probationary period of employment, but shall accrue seniority rights upon conclusion of the probationary period from the original date of hire. Seniority is defined as the length of an employee's continuous service with the City from the date of hire. Continuous service is defined as service not broken by dismissal or resignation with reinstatement. City **Seniority shall apply for City-provided benefits as defined within this Agreement and those available to employees outside of this Agreement. City Seniority will also apply for the purposes of layoff and recall as defined in Article 7 of this Agreement.**

6.4 Seniority begins from the original date of hire of employees who are regularly scheduled to work thirty (30) hours or more in a seven (7) day work week.

~~6.5 An employee placed on a regular status from a temporary full-time appointment of six (6) months or longer will be required to serve one six (6)-month probationary period after placement in the permanent position.~~

ARTICLE 7 - REDUCTION IN FORCE & RECALL PROCEDURE

7.1 REDUCTION IN FORCE

If the City, in its sole and absolute discretion, determines that a reduction in force is found to be necessary, the City shall, except in cases of unusual emergency, provide thirty (30) calendar days prior notice to the affected employee and the Union.

When a layoff becomes necessary, employees shall be laid off by City seniority from the affected job classifications as follows:

- A. Temporary employees;
- B. Initial hire probationary employees;
- C. Part-time employees;
- D. All other employees required to be removed, provided the remaining employees are capable of performing the remaining work at required performance levels and standards.

7.2 BUMPING

Employees who are subject to layoff, but who have greater City seniority than employees in another, lower or equal paid classification may, if the City concludes that they are qualified, be permitted to bump the least senior employee from the lower paid classification.

Regular employees not in the bargaining unit represented by the Union and who are subject to layoff may bump into the bargaining unit under the following procedure:

- A. The employee must have exhausted all bumping opportunities outside of the bargaining unit to avoid layoff.
- B. The employee may then bump into the bargaining unit by filling vacancies provided the employee meets the qualifications of the vacancy.
- C. If no vacancies are available to the employee, the employee may bump the least senior employee from an equal or lower job classification within the bargaining unit and must meet the qualifications for the position.

7.3 RECALL

If the City decides to recall from a layoff, laid off employees shall be recalled to the jobs from which they were laid off in the inverse order of layoff. The City shall notify recalled employees either by telephone, in person, ~~or by return receipt telegram~~ or by certified letter to the employee's last address on record, it being the responsibility of each employee to keep the City informed of his/her current correct address. The City may fill the vacancy on a temporary basis

pending the return of such employee. An employee so notified shall report for work or notify the City of his/her intention to report for work within five (5) working days after notification has been given to the employee to report for work. The employee shall return to work on the agreed-upon date, but not later than five (5) working days after receipt of such notice recall notification unless a reason satisfactory to the City is given. For purposes of this Article, it shall be conclusively assumed that employees have received such notice to report for work ten (10) working days after notice is sent by certified mail ~~or telegram~~ to their last known address, unless, in fact, such notice was received prior thereto. If an employee fails to comply with any of the provisions of this Section, the employee may be terminated. Recall rights shall expire nine (9) months from the effective date the employee was laid off by the City. If an employee, who was vested with the City prior to the layoff is recalled, that employee shall receive the same benefit package as he/she had before the layoff if it is still offered to other vested City employees. The term "vested" means an employee who has been employed full time by the City of Mesquite for five (5) years.

7.4 The City and the Union agree to recognize the principle of Seniority regarding reductions in force, bumping, and recalls, with the following factors considered:

- A. Length of Seniority
- B. Knowledge of the job
- C. Skill and efficiency for the job.

Decisions as to the balancing and weight of the aforementioned factors shall be seniority first and if the most senior employee meets the factors listed in b. and c., that employee shall be offered first.

ARTICLE 8 - RECRUITMENT, SELECTION, PLACEMENT. PROMOTIONS AND TRANSFERS

8.1 Notice of all bargaining unit vacancies shall be posted for not less than five (5) working days, prior to the position being filled. Posting locations will be clearly recognizable in each City facility. Should additional facilities be added during the term of this Agreement and such additional facilities include work areas housing members of this unit, additional posting locations will be identified as appropriate. The City also agrees to post non-bargaining unit vacancies below the level of department head, but the remainder of this Article does not apply to such postings.

8.2 The job posting notice, at a minimum, should include the following information, none of which is to be considered as a limitation of the employee's duty assignments once hired:

- A. Title and job description of the position.
- B. Wage range on hiring date.
- C. Work location (general information, subject to change).

- D. Minimum qualifications and any necessary or desirable requirements for the classification or position.
- E. Selection criteria to be used.
- F. Eligibility requirement(s) including education, employment, training or experience, and whether equivalent factors will be recognized.
- G. Address and deadline for filing applications.
- H. Number of hours per day (general information, subject to change)
- I. Regular assigned work times (general information, subject to change)
- J. Statement that the City is an affirmative action equal opportunity employer.

8.3 When a new regular position is created, or an existing regular position becomes vacant, the hiring authority may, at any time during the selection process, fill the position by transfer of a regular non-probationary employee who has the same classification as that of the vacancy. A transfer is a change in an employee's department, division or work location without any change to the employee's classification and rate of pay. Any regular non-probationary employee having the same job classification as that of the vacancy shall be considered for transfer by having filed a request for transfer, on the prescribed form, with the City's Human Resources Department.

8.4 The City may use a single or combination of selection devices to assist in determining the qualifications of applicants. The form, content and administration of such selection devices shall be at the sole discretion of the City. All examinations shall be under the supervision of the City's Human Resource Department with input from the relevant department director. The City may decide whether there should be only a promotional list, or both a promotional list and also an open competitive list established. Applications shall be accepted only during the period stated in a job posting.

8.5 Applications for promotional examinations will be accepted **from the initial posting** from regular **and part-time** employees of the City who meet the qualifications announced in the job posting. **Part-time employees will only be considered if there is not a qualified full-time regular employee.** Probationary employees, temporary employees and employees in a qualifying period may not apply. Applications for open competitive examinations will be accepted from the general public ~~as well as any City employee~~ who meet the qualifications announced in the job posting, **should there be no internal candidate to fill the position.** If a multi-part selection process is used, applicants must pass the preceding part in order to be admitted to the next part. In open competitive examinations where a multi-part selection process is used, all City employees who pass a preceding part will be admitted to the next part.

8.6 Eligibility lists for the posted vacancy may be established when the selection process

is completed. The names of all applicants successfully completing all parts of the selection process will be placed on an eligibility list. However, the decisions regarding whether to establish an eligibility list, and, if so, for what length of time it will be retained, are solely within the discretion of the City.

8.7 Vacancies may be filled following posting of the vacancy from the following sources; **transfers or promotions of bargaining unit employees from applicant pools and existing eligibility lists from outside applicants.** ~~or hiring a new employee.~~

~~**8.8**—An equal number of outside applicants and qualified employees, if available, shall be referred to the hiring authority.~~

8.9 When all qualifications and factors are equal, the bargaining unit vacancies shall be filled by the applicant who has the most City seniority.

8.10 GENERAL PROVISIONS

A. Involuntary transfers may be made by the City at any time independent of the selection process described in this Article, but may not be made for disciplinary purposes.

~~B.~~ Nothing in this Article will preclude the City from filling positions on a provisional or temporary basis pending completion of the selection process. In the event that a vacant position is not to be filled temporarily and a qualified employee exists, except when business needs dictate otherwise, the initial vacancy shall be filled through the temporary assignment of a bargaining employee. The City is not obligated to continue this process for subsequent vacancies created due to the temporary assignment. The selection process for the temporary assignments is not governed by other provisions of this Article. ~~nor is it subject to the provisions of Article 10—Grievance and Arbitration.~~

~~C.~~ The **non-discriminatory** testing and ranking procedures **are** at the sole discretion of the City. ~~shall not be subject to grievance nor shall the final selection or placement.~~

It is the mutual intent of the City and the Union to improve training and inter-departmental opportunities.

8.11 When a bargaining unit opening is filled, the City, through the Human Resources Department, shall notify the Union, **via email in writing**, of the employee's name, date of hire, classification and rate of pay.

8.12 The City shall notify the Union, **via email in writing**, of all posted vacancies prior to the position being filled. Such notice shall include the job description.

ARTICLE 9 - DISCHARGE, DISCIPLINE, AND PERSONNEL FILES

9.1 The right to maintain discipline and efficiency of employees is vested exclusively in the City.

9.2 The City shall have the right to discharge or discipline any employee for cause, but in determining discipline, the City shall not transfer, reassign, reclassify or demote any employee for disciplinary purposes. The City shall be reasonable in determining "cause" in any particular case. The concept of "for cause" includes the principle of progressive discipline for minor offenses. However, the City shall retain the right to skip "steps" of progressive discipline depending upon the gravity of the situation. The imposition of one form of discipline for a certain offense is not to be considered a binding practice as to future cases involving the same or similar offenses.

9.3 The City shall notify the Union within five (5) days after the issuance of a written reprimand.

~~**9.4** The City shall notify the Union of the City's intent to suspend an employee. When suspension is contemplated, the last phase of the investigation process shall be a meeting wherein the employee and Union representative are informed of the allegations and given the opportunity to respond. The discipline may be postponed, in the City's sole and absolute discretion, to allow for consideration of evidence the employee produced or further investigation of the employee's response.~~

9.4 The City shall notify the Union of the City's intent to potentially suspend an employee. When suspension is contemplated, the ~~last~~ **initial** phase of the investigation process shall be a meeting wherein the employee and Union representative ~~are informed of the allegations and given the opportunity to respond~~ **to the issues raised by the City. The City will provide the employee and the Union, no less than four (4) working days prior to this meeting, with all information they have gathered throughout the investigation of the incident. At the conclusion of this meeting, the City will have five (5) working days to make the determination on potential discipline. The City's decision will be provided to the employee in writing, with a copy to the Union.** ~~The discipline may be postponed, in the City's sole and absolute discretion, to allow for consideration of evidence the employee produced or further investigation of the employee's response.~~

9.5 The City may not discharge an employee for cause without first giving the employee and the Union written notice. ~~of a minimum of two (2) working days~~ **four (4) working days** prior to the action being taken. ~~The written notice shall include the following:~~

~~A. A statement that discharge is proposed and the specific charges.~~

~~B. Copies of any materials or documents upon which the proposed action is based.~~

~~C. A statement that the employee has two (2) working days to meet with the City to discuss the proposed action.~~

~~The employee and a Union Representative shall meet with the City to review the charges and be given an opportunity to state their position as to whether there are true and reasonable grounds for the proposed action. The discipline may be postponed, in the City's sole and absolute discretion, to allow for consideration of evidence the employee produced or further investigation of the employee's response.~~

9.5 The City may not discharge an employee for cause without first giving the employee and the Union written notice. **The City shall notify the Union of the City's intent to potentially terminate an employee. When termination is contemplated, the investigation process shall be a meeting wherein the employee and Union representative are given the opportunity to respond to the issues raised by the City. The City will provide the employee and the Union, no less than four (4) working days prior to this meeting, with all information they have gathered throughout the investigation of the incident(s). At the conclusion of this meeting, the City will have five (5) working days to make the determination on the potential termination or some other form of discipline. The City's decision will be provided to the employee in writing, with a copy to the Union.**

9.6 Notwithstanding anything herein to the contrary, the City may place an employee on suspension (with pay) pending investigation of any matter in which disciplinary action is contemplated. In cases of contemplated discharge or suspension concerning misconduct which present possible harm to persons or property or pending criminal charges which adversely and directly affect the City or substantially disrupts City operations, when an employee is suspended pending investigation, the City shall promptly notify them immediately suspend the employee with pay upon giving the appropriate notice in Sections above to the Shop Steward or his/her designee of said suspension.

9.7 Records of disciplinary action, excluding oral warnings, will be retained in the employee's official personnel file for a one-year (1) period, unless other disciplinary action occurs. If one year has passed without any further discipline, the disciplinary record will be removed from the personnel file upon written request of the affected employee when initiated by the employee in writing. After removal from the personnel file, these records will be subject to consideration in conjunction with further discipline for a period of one (1) year from the date of removal. Formal period evaluations are exempt from any removal requirement.

The employee shall have access to his or her personnel file and the employee's representative shall also have access upon prior written authorization of the employee. An employee may insert into the personnel file a rebuttal statement, which is directly in response to written reprimands or other negative commentary in the file.

9.8 Any record of discipline not previously provided to the employee will not be used as a basis for subsequent progressive discipline.

ARTICLE 10 - GRIEVANCE AND ARBITRATION PROCEDURE

10.1 GRIEVANCE

The purpose of the Grievance and Arbitration Procedure shall be to settle all grievances between the City and the Union or a represented employee as quickly as possible to ensure efficiency and promote employee morale. The term "grievance," as used herein, means any alleged violation, misinterpretation or misapplication of this Agreement, any claim of unjust discrimination and any matter or condition affecting health and safety beyond normal working conditions. A grievance may be raised by an individual employee or group of employees covered by this Agreement, or by the Union on behalf of an individual employee or group of employees covered by this Agreement or by the City.

10.2 EMPLOYEE GRIEVANCES

All employee grievances, whether raised by an individual employee or group of employees covered by this Agreement, or by the Union on behalf of an individual employee or group of employees, shall be processed in accordance with the provisions of this Section 10.2. All employee grievances must be submitted to the City, in writing, within fifteen (15) working days after the matter in dispute or disagreement is alleged to have occurred; provided, however, a grievance concerning rates of pay covered by this Agreement shall be presented within fifteen (15) working days of the date the employee could reasonably be expected to discover the alleged improper payment. Complaints not filed within this time limit shall be rendered invalid and not subject to the grievance and arbitration machinery herein established.

Step 1. All employee grievances, whether raised by an individual employee or group of employees covered by this Agreement, or by the Union on behalf of an individual employee or group of employees, shall first be discussed with the Union Steward, employee, and the immediate supervisor within fifteen (15) working days of its occurrence. If the grievance is not settled during this informal discussion, it may be processed to Step 2.

Step 2. Within five (5) working days from the date of informal discussion ~~with~~ and the immediate **supervisor's response**, the Union Business Representative shall present the grievance, in writing, to the relevant department director or his/her designee. The department director or his/her designee shall arrange for a meeting with the Union and make such investigations as are necessary to enable him/her to respond in writing to the aggrieved within seven (7) working days of the receipt of said grievance. If this answer does not resolve the grievance, it may be processed to Step 3.

Step 3. Within five (5) working days from receipt of the written response from the department director or the date the response was due, the Union Business Representative shall present the grievance, in writing, to the City Manager, accompanied by all correspondence on the matter. The City Manager, after consultation with the aggrieved employee and/or Union representative, will then make a final determination, within seven (7) working days from the date of submission.

Step 4. If a mutually satisfactory settlement cannot be reached between the City Manager and the Union, the Union shall have the right to appeal to binding arbitration, as set forth in Section 10.4, any dispute arising out of the interpretation or application of the Agreement. If the Union elects to do so, it must notify the City Manager of its decision, in writing, within seven (7) working days from the date of expiration of the seven-working day period for settlement with the City Manager.

10.3 CITY GRIEVANCES

All grievances of the City shall be processed in accordance with the provisions of this Section 10.3. City grievances must be submitted to the Union, in writing, within fifteen (15) working days after the matter in dispute or disagreement is alleged to have occurred. Complaints not filed within this time limit shall be rendered invalid and not subject to the grievance and arbitration machinery herein established.

Step 1. Within five (5) working days of receipt by the Union of a written grievance from the City, the Union Business Representative or other representative shall meet with the City Manager or his designee for an informal discussion of the grievance. If the grievance is not settled during this informal discussion, it may be processed to Step 2.

Step 2. Within five (5) working days from the date of informal discussion between the City and the Union, the Union shall provide to the City Manager a written response regarding the City's grievance. If this answer does not resolve the grievance, it may be processed to Step 3.

Step 3. If the City is not satisfied with the Union's response to the City's grievance and/or the Union does not respond in writing as required under Step 2, the City shall have the right to submit its grievance to binding arbitration, as set forth in Section 10.4. If the City elects to do so, it must notify the Union of its decision, in writing, within seven (7) working days from the date of expiration of the period specified in Step 2 of Section 10.3.

10.4 ARBITRATION

Within five (5) working days of receipt by the other party of a written request to submit an unresolved grievance to binding arbitration, the City and Union representative shall jointly request from the Federal Mediation and Conciliation Service the names of seven (7) arbitrators experienced in the field to be arbitrated.

- A. One arbitrator shall be selected by alternately striking names from the list until only one arbitrator remains. The party initiating the grievance and request for arbitration shall make the first strike.
- B. Arbitration shall be pursuant to the rules of the Federal Mediation and Conciliation Service or the American Arbitration Association as prescribed by the arbitrator selected.

- C. The arbitrator shall have no power to add to, subtract from, or modify the terms of the Agreement or to rule on any matter after this Agreement terminates.
- D. The arbitrator's decision shall be final and binding.
- E. The cost of the arbitrator's fee(s) shall be borne equally between the Union and the City. The cost of the hearing room and cost of a ~~shorthand~~ **court** reporter, if requested by the FMCS arbitrator, shall be borne equally by both Parties. All other expenses shall be paid by the party incurring them.
- F. Should any employee, group of employees, or the City feel aggrieved as a result of the interpretation or application of this Agreement, including the claim of unjust discrimination or any matter or condition affecting health and safety beyond those normally encountered in all phases of normal work requirements, adjustments shall be sought in accordance with the following provisions.
- G. In order to promote harmony, the Union and the City agree that an employee shall first discuss matters in dispute with the immediate supervisor prior to the actual filing of a written grievance. Such discussions may include a Union Steward, should the employee so desire, and should take place as soon as possible after the event giving rise to the dispute or disagreement.
- H. **Step 1.** If the matter is not resolved informally, within five (5) working days from the date of informal discussion with the immediate supervisor(s), but not later than eight (8) working days after the act or omission giving rise to the grievance or the date the employee could reasonably be expected to discover an alleged improper payment, the Union Representative shall present the grievance, in writing to the appropriate director or his representative. The department director or his representative shall arrange for such meetings with the Union and make such investigations as are necessary. The department director shall respond in writing to the aggrieved within ten (10) working days of his receipt of said grievance. If the response does not resolve the grievance, it may proceed to Step 2.
- I. **Step 2.** Within three (3) working days from receipt of the written response from the department director, the Union representative shall present the grievance, in writing, to the City Manager accompanied by all correspondence and existing evidence on the matter. The City Manager or designated representative, after consultation with the aggrieved employee and/or Union representative, will then make a determination within five (5) working days from the date of submission to the employee.
- J. **Step 3.** If a mutually satisfactory settlement cannot be reached between the City Manager, or designated representative, and the Union, the Union or the City shall have the right to each designate a representative to consider all evidence and within five (5) working days thereafter, render a final and binding decision or request alternate dispute resolution through FMCS. The party seeking such final determination must notify the other of its decision in writing within five (5) working

days from the date of the expiration of the five (5) day period for settlement with the City Manager or the grievance shall be deemed withdrawn with prejudice.

- K. **ARBITRATION CONTINUED** In the event the City and Union Representative cannot agree within five (5) days after the receipt of the "Notice" to arbitrate, the parties shall jointly request The Federal Mediation and Conciliation Service for the names of five (5) arbitrators experienced in the field to be arbitrated. One arbitrator shall be selected by alternately striking names from the list and the dispute shall be submitted to the arbitrator then remaining. The party to strike first shall be determined by lot. Such arbitration shall be under the rules of the Federal Mediation and Conciliation Service, or the American Arbitration Association as prescribed by the arbitrator selected.
- L. The Arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement or to rule on any matter after this Agreement terminates.
- M. The Arbitrator retains jurisdiction for a period of 120 calendar days from issuance of an award for the limited purpose of clarifying or interpreting the award. Either party, after first having requested the participation of the other party for a joint request, may unilaterally request clarification or interpretation within sixty (60) calendar days of the date the award was issued. The moving party then has fifteen (15) calendar days to submit any information it wishes to provide for the Arbitrator's consideration. Each party must simultaneously provide to the other party copies of any communications or information submitted to the Arbitrator.
- N. If the Arbitrator finds that the City has discharged an employee without cause and orders reinstatement with back pay, all earnings received by the employee and back wages and benefits for any comparable employment refused by the employee shall be credited against back pay. The employee will provide such evidence regarding the aforementioned terms as is required by the City.

10.5 TIME LIMITS

The Arbitrator's decision shall be final and binding as to all issues submitted for resolution, and related expenses of the arbitration will be shared between the Union and the City. The parties shall bear their own expenses for attorneys, court reporter, and other related arbitration expenses.

Grievances not filed, processed, or responded to within the time limits set forth above and not extended by agreement in writing, shall be deemed waived or admitted, and the grievance shall be irrefutably presumed denied or sustained, as the case may be. However, in no instance will a grievance remedy be implemented that is not consistent with or directly related to a term or condition of this Agreement. Additionally, any grievance waived or admitted through this "default" provisions will NOT be considered precedent setting and will have no significance in future matters of same or similar nature.

In computing time limits in this article, "working day" shall be defined as a day City main office are open for business.

Any time limits in this Article may be extended by mutual written consent.

ARTICLE 11 - LABOR/ MANAGEMENT COMMITTEE

11.1 A Committee of the City and Union shall meet quarterly. The meetings will be held at mutually agreed times and places and shall be for the purpose of:

- A. Discussing the administration of this Agreement in conjunction with the City of Mesquite Personnel Policies Manual;
- B. Exchanging general information of interest to the Parties; and
- C. Giving the Union the opportunity to share the views of its members and/or make suggestions on subjects of interest to its members.

11.2 Meetings held pursuant to this Article may be cancelled or postponed and may not be subject to grievance procedure.

11.3 Any issues to be discussed shall be advanced by the requesting party to the other at least seventy-two (72) hours prior to the scheduled meeting time.

11.4 Any conclusions or mutual recommendations of this Committee shall be reduced to writing. It is understood that this Agreement cannot be amended except by decision of the City Council following mutual agreement between the Parties hereto. However, matters of interpretation and clarification can be resolved by written agreement between designated representatives of the City and Union.

ARTICLE 12 - SAFETY AND HEALTH

12.1 The City shall remain in compliance with state and federal law with respect to the health and safety of the employees during their employment. The City shall furnish to employees, **in the classifications listed below**, at the City's expense, any required personal standard safety and protective devices (including ~~\$150.00~~ **two hundred dollars (\$200.00)** per year for safety boots or ~~\$35.00~~ **eighty dollars (\$80.00)** for non-slip footwear in areas needed and **three hundred dollars (\$300.00) for appropriate work pants**), for which the Employees shall thereafter be responsible for maintaining said safety and/or protective devices. **Animal Control Officers receive a clothing allowance of one-thousand dollars (\$1000.00) annually.** The City will furnish coveralls to employees who are required to participate in crack sealing operations. **Certain Departments may also purchase City-identifying shirts for employees use.**

Uniform Allowance Eligible Positions	
Animal Control Officer	Animal Control/Receptionist
Automotive Technician I	Building Inspector
Automotive Technician II	Code Enforcement
Automotive Technician III	Collection System Operator
Automotive Technician/Service Writer	Crew Leader
Engineer Technician	Crew Leader/HVAC Technician
Facilities Division Manager	HVAC
Maintenance Worker I	Off-site Inspector
Maintenance Worker II	Parks Superintendent
Maintenance Worker III	Recreation Coordinator
Senior Center Staff	Streets & Drainage Supervisor
Utility Maintenance I	WWTP Operator
Utility Maintenance II	WWTP Operator II
	WWTP Supervisor

12.2 When weather conditions warrant, the City shall make rain gear available for employees.

12.3 The City shall determine the uniform, if any, and the policy for its wear for all employees. The City will provide, and, as necessary, replace said uniforms of its choice, to all applicable employees as needed. Enough uniforms will be provided so that each employee will have a clean uniform for each regular workday.

12.4 Employees shall comply with all safety policies, practices and rules established by the City from time-to-time, and shall cooperate with management in enforcing all safety measures.

12.5 Effective not later than July 1, 2013, Employees in jobs that require safety glasses shall be eligible for an eighty (\$80) allowance per year for prescription safety glasses. This allowance will be provided through a vendor selected by the City. It is mutually agreed that all frames must be ANSI (American National Standards Institute) certified and have side shields for employee protection.

12.6 Each employee is responsible for the loss of any City-supplied clothing, safety equipment or shoes provided by the City. The City shall replace the above if damaged or destroyed in the course of an employee's work.

12.7 The City shall furnish the employees with ice water and tablets for avoidance of dehydration as reasonably appropriate to weather conditions of heat and/or humidity.

12.8 The City shall continue its current practices with respect to furnishing protection from the elements.

12.9 No employee shall be required to work on any energized electrical potential unless qualified or without the assistance of a qualified person as defined by OSHA. To be a qualified person, the person must understand the construction and operation of the equipment, system or process that he/she has been asked to work on or around as well as how to avoid the associated hazards. The City will provide necessary training, to ensure that all personnel, including non-electrical tradespersons, are properly trained.

12.10 The City will partner with management toward the continuing objective of providing a safe and healthy working environment for all employees and making all reasonable provisions for the safety and health of employees and the public.

12.11 The fringe benefit of a free family membership at the Mesquite Recreation Center will continue through the term of this Agreement.

12.12 The City agrees to waive, after an insurance payment, any applicable balance due or charges related to City provided ambulance service, transportation by City ambulance or medical treatment provided by City ambulance service to employees and their immediate family members.

ARTICLE 13 - MANAGEMENT RIGHTS

13.1 RETENTION OF MANAGEMENT PEROGATIVES

Except as expressly modified or restricted by a specific provision of this Agreement, the management of the City and the direction of the work force, including but not limited to, the services performed; the location of the work force; the schedules and fair standards of employee performance; the schedules and hours of shifts; the methods, processes, and means of providing services; the processes, services; and materials to be purchased, contracted and sub-contracted; the right to hire, promote, demote, and transfer employees, to establish reasonable rules of conduct, to discharge or discipline for cause, and maintain the efficiency of employees are the sole and exclusive rights and responsibilities of the City. The City's failure to exercise any right, prerogative or function hereby reserved to it, or the City's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the City's right to exercises such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

13.2 NON-MANDATORY SUBJECTS OF BARGAINING

The Union acknowledges that in respect to any non-mandatory subjects of bargaining, as defined in NRS 288.150, which are included in this Agreement, the City is not waiving, or in any way limiting its rights under NRS 288.150 to refuse to bargain over non-mandatory subjects during these or in future negotiations of this Agreement. The right pursuant to NRS 288 to take whatever actions may be necessary to carry out its responsibilities in situations of emergency such as riot, military action, natural disaster, fiscal emergency or a civil disorder.

Except as expressly modified or restricted by a specific provision of this Agreement, the management of the City and the direction of the work force, including but not limited to, the services performed; the location of the work force; the schedules and fair standards of employee performance; the schedules and hours of shifts; the methods, processes, and means of providing services; the processes, services; and materials to be purchased, contracted and sub-contracted; the right to hire, promote, demote, and transfer employees, to establish reasonable rules of conduct, to discharge or discipline for cause, and maintain the efficiency of employees are the sole and exclusive rights and responsibilities of the City. The City's failure to exercise any right, prerogative or function hereby reserved to it, or the City's exercises of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the City's right to exercises such right, prerogative, or function or preclude it from exercising the same insome other way not in conflict with the express provisions of this Agreement.

ARTICLE 14 - STRIKES AND LOCKOUTS

14.1 The Union, on behalf of itself, its members, agents, and the employees it represents, hereby pledges not to strike (as defined in NRS 288.070) nor to call, authorize, participate or engage in a strike, including but not limited to any picketing, sympathy strike work stoppage, slow-down or sit-down against the City under any circumstances.

14.2 This Agreement is a guarantee by the Parties that for its duration there will be no lock-outs, strikes, suspension of work, slow-downs, or sick-outs, and that all complaints, grievances, or disputes arising out of the interpretation of this Agreement will be settled pursuant to the Grievance and Arbitration Procedures contained in Article 10 of this Agreement.

14.3 Nothing contained herein is intended to require performance of duties under circumstances in which there is a reasonable likelihood of injury to the employee.

ARTICLE 15 - CHECK-OFF

15.1 The City agrees to deduct from the paycheck of each employee within the bargaining unit who has signed an authorized payroll deduction card, such amount as has been designated by the Union as Union dues and initiation fees and is so certified to the City, in writing, to be the current rate of membership dues. The City will be notified of any change in the rate of membership dues thirty (30) days prior to the effective date of such change.

15.2 The employee's authorization for such deductions is revocable subject to the conditions outlined on the check-off authorization or upon termination of employment.

15.3 Such funds shall be remitted by the City to the Treasurer of the Union within fifteen (15) days after such deductions. The employee's authorization for such deduction is revocable subject to the conditions outlined on the check-off authorization or upon

termination of employment.

15.4 If any controversy arises on account of such deductions and such deduction were erroneously authorized or approved by the Union, the Union will furnish, at no expense to the City, competent legal counsel of the City's choosing and the Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

15.5 The City will not be required to honor any monthly deduction authorizations that are delivered to the payroll section after the beginning of the pay period during which the deductions should start.

15.6 The Union agrees to refund to the City any monies paid to it in error on account of the payroll deduction provisions herein upon presentation of proper evidence thereof.

ARTICLE 16 - WARRANTY OF AUTHORITY

The officials executing this Agreement on behalf of the City and on behalf of the Union hereby warrant and guarantee that they have the authority to act for, bind and collectively bargain on behalf of the organizations, which they represent during the term of this Agreement.

ARTICLE 17 - SAVINGS CLAUSE

Should any valid federal or state law or final determination of any of any administrative agency or court of competent jurisdiction affect any provision of this Agreement, the provision or provisions so affected shall be made to conform to the law or determination, and otherwise this Agreement shall continue in full force and effect. It is agreed that, in the event of a provision that this Agreement is so judged to be invalid or unlawful, the City and the Union shall meet immediately and commence negotiations to modify and bring the invalidated provision into compliance.

ARTICLE 18 - FIDELITY BOND

When the city requires a fidelity bond of any employee, the premium of said bond shall be paid by the City.

ARTICLE 19 - INDEMNIFICATION FOR ORDINARY NEGLIGENCE

Except for instances of gross or wanton negligence or intentional or reckless misconduct by a bargaining unit employee, the city shall indemnify all the affected bargaining unit employee(s)

from liability arising from accidents occurring while in performance of their official duties from claims brought by the public as well as other city employees.

ARTICLE 20 – INSURANCE

Section 26.1 A Health and Welfare Taft-Hartley Trust known as Teamsters Security Fund for Southern Nevada, Local 14 has been established by an agreement and Declaration of Trust dated October 1, 2014.

The Employer agrees to abide by said Agreement and Declaration of Trust and, further, to make payments to the Fund in the amount designated below for such benefits as determined by the Trustees. The current benefits (“Benefits”) provided by the Fund per Trustee actions are comprehensive medical, dental, and vision benefits. Additional benefits include Employee Assistance (EAP) and Life Insurance. Employer agrees to make contributions and seek refunds of contributions to the Fund per the provision outlined in Appendix A of this Agreement.

The Employer monthly contributions to the Fund for the term of this Agreement are:

Effective Date	7/1/19	7/1/20	7/1/21
Employer	\$1020	\$1020	\$1050

~~For employees hired before the ratification date of this agreement by the Parties, the City shall contribute the premium amount not to exceed \$850.00, from July 1, 2013 through June 30, 2014, not to exceed \$875.00 from July 1, 2014 through June 30, 2015, and not to exceed \$900.00 from July 1, 2015 through June 30, 2016 for each full-time, regular Local-Teamsters 14 Member Employee with family coverage through the Teamsters Security Fund for Southern Nevada, Locals 14 and 995. For employees hired after the ratification date of this Agreement by the Parties, the City shall contribute thirty-three percent (33%) of the premium amounts detailed above for each full-time, regular Local Teamsters 14 Member Employee with coverage through the Teamsters Security Fund for Southern Nevada, Locals 14 and 995.~~

20.1 The City shall transmit monthly the premium amount to the insurance program designated in writing by the Union.

20.2 The open enrollment period for the Health and Welfare Insurance Plan **will occur during the months of October and November each year.** ~~is June 1 through June 30 of each year.~~

20.3 The Union also agrees to accept all other City employees, officers, and elected officials into the Union's health insurance plan during the term of this Agreement for the same dollar

amount as contributed on behalf of Union members, pursuant to the terms of this Agreement.

~~20.4 — Elected officials of the City of Mesquite may elect to opt in for coverage under the Union's health insurance plan during the term of this Agreement or elect not to be so covered. In the event an elected official opts in for such coverage, the City shall contribute thirty-three percent (33%) of the premium amounts detailed above with coverage through the Teamsters Security Fund for Southern Nevada, Locals 14. and 995.~~

ARTICLE 21 - COMPENSATION FOR SERVICE INCURRED ACCIDENT OR ILLNESS

Since Nevada State Law prescribes all employees to be covered under worker's compensation benefits, payment for medical and surgical treatment as well as compensation for lost work time, return to work and other benefits associated with industrial injury or injury shall be as determined pursuant to applicable chapters of the Nevada Revised Statutes and the Nevada Administrative Code.

ARTICLE 22 - PENSION/ RETIREMENT

22.1 All employees covered by this Agreement shall participate in the Public Employees Retirement System of the State of Nevada in accordance with the rules of that system.

22.2 The City agrees to pay one hundred (100%) of contributions to Public Employees Retirement System ("PERS") as it changes from time-to-time.

22.3 The City shall comply with all provisions of NRS 286.421 for the purpose of payment of the employee's retirement contribution, but will not pay for the purchase of eligible service.

ARTICLE 23 - TIME RECORDS

23.1 The employee shall sign and submit to the employee's supervisor a time sheet or time card, as directed by the Employer City, indicating the exact hours worked daily. The City reserves the right to request additional information concerning the time sheet or time card, as it the City deems necessary.

23.2 The department director or designee shall verify the accuracy of each time sheet, or time card, and shall sign and submit it to the Payroll Office.

ARTICLE 24 - HOLIDAYS

24.1 The City shall observe the following holidays:

New Year's Day (January 1)

Martin Luther King, Jr. Birthday (3rd Monday in January)
 President's Day (3rd Monday in February)
 Memorial Day (Last Monday in May)
 Independence Day (July 4)
 Labor Day (1st Monday in September)
 Nevada Day (Last Friday in October)
 Veterans Day (November 11)
 Thanksgiving Day (4th Thursday in November)
 Family Day (Day after Thanksgiving)
 Christmas Eve (December 24)
 Christmas Day (December 25)

Any day that may be declared by the Governor as a legal holiday and confirmed by City Council shall be considered as an additional paid holiday. If any of the above holidays falls on an employee's scheduled day off, the employee will receive 8 hours of holiday pay at their regular pay rate excluding any pay premiums.

24.2 An employee will be entitled to holiday pay if they are in pay status on the last working day before, and on their first working day after, the holiday.

24.3 If a holiday occurs during an employee's annual leave, it will be paid as holiday and not charged against accrued annual leave.

24.4 Eligible employees who are able to take the holiday off shall receive pay equal to their established workday at their regular hourly rate, including shift differential, as holiday pay.

24.5 The City may, at its discretion, require employees to work on a holiday. An employee required to work on a holiday shall receive, in addition to their holiday pay, pay at the applicable overtime hourly rate, for hours worked on that day. ~~unless over forty (40) hours for the work week.~~

ARTICLE 25 - ANNUAL LEAVE

25.1 Each employee is entitled to paid annual leave.

25.2 Employee will accrue annual leave as specified below:

~~Beginning the Pay Period- Following:~~	~~Through the Pay Period- During Which the Employee Completes~~	~~Hours Accrued for Each Regularly Scheduled Hour on Paid Status~~
~~Date of hire to an eligible position~~	~~2-years of eligible employment~~	~~0.0385 (80 hours)~~
~~2-years of eligible employment~~	~~5-years of eligible employment~~	~~0.05 (104 hours)~~

~~5 years of eligible employment~~	~~10 years of eligible employment~~	~~0.0577 (120 hours)~~
~~10 years of eligible employment~~	~~15 years of eligible employment~~	~~0.0692 (144 hours)~~
~~15 years of eligible employment~~		~~0.0769 (160 hours)~~

Forty-hour Schedules		
Years of Service Thresholds	Hours per Pay Period	Annual Hours
Date of hire through 1st year	1.538	40
More than 1 through 5 years	4.615	120
More than 6 through 14 years	6.154	160
15th year and beyond	7.692	200

25.3 Annual leave shall accrue each pay period, provided that the employee received at least sixty (60) paid hours that pay period.

25.4 Annual leave may be accumulated up to a maximum of two hundred-forty (240) hours on the employee's service date. The City will continue its present practice of notification to employees when their annual leave accrual balance exceeds two hundred-forty (240) hours.

An employee may sell back accrued leave in excess of two hundred and forty (240) hours on their service date if, during the preceding twelve (12) months, the employee, after reasonably timely request(s) to do so, took a minimum of forty (40) hours annual leave as time off. ~~Employees who have in excess of hours and do not qualify to "sell back" may bank the hours to be applied to insurance coverage upon retirement.~~

Annual leave payout will be consistent with the City of Mesquite Personnel Policies Manual.

25.5 Annual leave must be scheduled in advance, whenever possible, and will be scheduled by the City to minimize interference with normal operations. Leave requests shall be acted upon in a timely manner and shall not be unnecessarily delayed. Except for previously scheduled preventive examinations, annual leave shall not be used for disability leave purposes unless all disability leave is exhausted. **Annual leave scheduled and approved in advance will be considered time worked for the purpose of calculating overtime. Approved in advance is defined as approval from the employee's supervisor/manager prior to the end of the previous days shift**

25.6 Annual leave shall be paid at the employee's regular rate of pay ~~(excluding shift differentials)~~ in effect on the shift immediately preceding the day the leave commences.

An employee shall accumulate paid annual leave on a pay period basis. Upon separation from employment with the City, employees with more than one (1) year of service and who

voluntarily resign or are terminated for reasons other than with cause, and upon termination of their employment shall be paid for all accumulated leave time not previously taken. Probationary employees are not entitled to payment for leave upon separation.

25.7 LEAVE REQUEST RESCINDED

Except in the case of emergency as determined in the City's sole and absolute discretion, if the City rescinds a previously granted leave request which results in a non-refundable loss to an employee, the employee shall be reimbursed for such non-refundable loss. All airline tickets and receipts evidencing non-refundable expenditures shall be submitted to the City prior to payment. In the case of airline tickets if a fee may be paid for rescheduling of non-refundable airline tickets, the City will pay the rescheduling fee if it is less than the cost of the tickets. An employee is required to advise the City of any such loss immediately upon rescission of any previously granted annual leave and provide documentation of the loss within thirty (30) days thereof. If the employee purchased nonrefundable airline tickets or other non-refundable expenses which may be used at a future date, the City Manager will determine employee eligibility for reimbursement on a case-by-case basis.

ARTICLE 26 - BEREAVEMENT LEAVE

26.1 Full-time employees will be granted **three (3) ~~two (2)~~** working days off with pay in the event of a death in an employee's immediate family. Immediate family shall mean a person listed on the City of Mesquite Consanguinity/Affinity Chart attached hereto as Appendix B. **The three (3) shifts may not be consecutive due to an extended time for the actual funeral service and the third shift will not be later than twenty-one (21) days after the death of the immediate family member without approval from the City Manager.**

26.2 In compelling circumstances, such as distance between the City and site of the funeral, the employee may be granted up to five (5) days of paid bereavement leave.

ARTICLE 27 - MILITARY LEAVE.

27.1 Military leave shall be granted as follows: When an employee enters the Armed Forces of the United States, whether by enlistment or by selective service, the following rules shall apply:

- A. The employee shall be given military leave without pay.
- B. During the period of military service, the employee shall retain all rights to which they are entitled under the provisions of this Agreement and state and federal laws provided that during a period of military leave in excess of thirty (30) days, annual leave or disability leave credit shall not accumulate according to applicable laws.
- C. Reinstatement after the completion of military service. The employee will be

restored to their former position or an equivalent position in accordance with Title 38 or the U.S. Code Annotated or any other state or federal law relating to Veterans re-employment rights shall be in accordance with applicable laws.

- D. Persons employed to fill positions becoming vacant under these rules shall hold such positions subject to being transferred to another post, if available, or terminated upon the reinstatement of the returning an employee to their former position in accordance with Subsection (c).
- E. An employee in the competitive service having a reserve status in any of the regular branches of the Armed Services of the United States or Nevada National Guard, upon request to serve under orders for training duty shall be relieved from their duties, upon request, to serve under orders for training duty without loss of pay for a period not to exceed fifteen (15) consecutive working days for 40-hour employees in any one (1) calendar year. The employee shall file with the City, a copy of such orders which includes the date said duty is to commence and the date the duty is to cease. The employee shall receive regular compensation in addition to their military pay. It is understood that this provision is in accordance with NRS 281.145. An employee who is an active member of the United States Army Reserve, the United States Naval Reserve, the United States Marine Corps Reserve, the United States Coast Guard Reserve, the United States Air Force Reserve, or the Nevada National Guard shall be granted leave with pay to serve under orders for a period of not more than fifteen (15) working days in any one (1) calendar year. Such leave shall not be counted against the employee's available annual leave. As soon as practicable, the employee shall file with the City a copy of such orders which includes the date said duty is to commence and the date duty is to cease.

ARTICLE 28 - LEAVE OF ABSENCE

28.1 FAMILY AND MEDICAL LEAVE

Family and medical leaves of absence **with and** without pay shall be granted to eligible classified employees in compliance with the provisions of the Family Medical Leave Act of 1993.

28.2 LEAVES OF ABSENCE WITHOUT PAY

The City may grant leaves of absence without pay for up to six (6) months only for exceptional circumstances and conditions, such as education or prolonged illness, when the appropriate authority determines the granting of such leave is consistent with the good of the City service. Such leaves may be extended for an additional period of up to six (6) months. Such leaves of absence are granted at the discretion of the City. Leaves of absence without pay may be granted when the work of the department will not be impeded by the employee's absence. Disputes arising from this Article are not subject to Grievance and Arbitration Procedure.

ARTICLE 29 - COURT LEAVE

29.1 A leave of absence with pay shall be granted to any employee for the time required in service:

On a jury; (Employees called but not selected to serve on the jury shall report back to work immediately upon being excused if one-half (1/2) or more of the assigned shift remains at time of being excused); **Those Communication Dispatcher on a shift starting at 7:00 PM the day prior to reporting for jury duty will be released with pay for that day.**

- A. In court proceedings when the employee or the employee's spouse or child is a victim of a crime against the person (this is voluntary at the employee's option);
- B. Under subpoena to testify in court or to be deposed as a direct result of performance of the employee's duties with the City of Mesquite. This leave will be at the employee's regular rate **for the lost regular hours** for the duration of such duty. **The employee will sign over to the City minus** any monies paid to employee for jury duty or witness fees. **The employee will retain any mileage reimbursement(s).**

29.2 Employees involved in other civil, administrative or criminal proceedings may utilize accrued annual leave to attend any meeting, hearings or proceedings required such proceedings or other meetings related thereto.

ARTICLE 30 - SICK LEAVE

30.1 Sick leave will be accrued and determined in accordance with Section 8.2 of the Mesquite Personnel Policies Manual.

30.2 In the event of a leave pursuant to Family Medical Leave, referring to the Family Medical Leave Act of 1993, as amended, an employee's sick leave balance will be charged against any family leave time, in accordance with the Family Medical Leave Act Policy of the City, as contained in the Mesquite Personnel Policies Manual.

30.3 In the event of the death of an employee, one hundred percent (100%) of the employee's unused sick leave shall be paid to the employee's beneficiaries.

30.4 Sick Leave will accrue to a maximum of ~~five hundred (500)~~ **seven hundred fifty (750)** hours as of December 31 each calendar year. so long as this is the uniform maximum accrual for all negotiating groups in the City. It is agreed that if any other negotiating group is allowed to accrue a larger number of hours, this Agreement will be revised to the same number of maximum accrual hours as the other group. The revision will be retroactive to the date of this Agreement. Any hours above the maximum accrual as of December 31 in a year will be paid to the employee at his/her regular rate of pay at fifty percent (50%).

30.5 Sick leave may be used by an employee who is:

- A. Incapacitated from the performance of his/her duties by illness or injury; or
- B. Whose attendance is prevented by public health requirements; or
- ~~C. Who is required to absent himself/herself from work for the purpose of keeping a doctor's appointment. The City may, in its discretion, require an employee to submit documentation of medical appointments in the event of excessive absences for medical reasons; or~~
- D. Who is required to absent himself/herself from work to personally care for a member of his/her family as outlined in Appendix B, The City's Consanguinity/Affinity Chart, during family emergencies that require the employee's prompt attention, **and for doctor and/or dentist appointments for themselves and immediate family as defined in Appendix B. The City may, in its discretion, require an employee to submit documentation of medical appointments in the event of excessive absences for medical reasons.**
- E. **Sick leave scheduled and approved in advanced will be considered time worked for the purpose of calculating overtime. Approved in advance is defined as approval from the employee's supervisor/manager prior to the end of the previous days shift**

30.6 With the exception of such sick leave depletion, annual leave shall not be used in place of sick leave except as previously approved.

30.7 When using sick leave, an employee who does not become ill on the job will give as much advance notice of absence as possible and ~~in no event less than~~ **unless precluded by an emergency at** least one (1) hour ~~after~~ **before** the beginning of his/her regular shift.

30.8 Any full-time employee who has exhausted his accumulated sick leave may utilize accrued annual leave. Should an employee exhaust both his/her accumulated sick leave and accumulated annual leave, he/she may be granted leave without pay in accordance with applicable laws.

30.9 Employees covered by this Agreement shall be subject to the following requirements for payment of such leave:

- A. The department director or designee may require that an employee submit a certificate signed by a physician in the event of excessive use of sick leave. "Excessive" shall mean in excess of six (6) incidents of personal sick leave in a twelve (12) month period. Use of sick leave for a funeral, a family illness or a scheduled medical or dental appointment shall not constitute a personal incident of sick leave.
- B. Employees shall report to work if recovery of illness is made during normal work hours. Pursuit of any outside gainful employment, personal business, recreation, travel for recreation or non-sick leave purposes, or other such activity when an employee is on such leave is considered evidence of abuse of sick leave unless approved in advance, by the department director or designee.

30.10 Upon separation from employment with the City, employees with more than five (5) years of continuous full-time City service, ~~upon separation from City service and~~ who voluntarily resign or are terminated for reasons other than with cause, any reason including disciplinary termination, will be paid for accrued sick leave **at their base hourly rate** ~~rate of fifty percent (50%) of the value of the employee's accrued sick leave hours~~ at the time of separation **as follows:**

Years of Service	Percentage of 750 Hours Paid
0-5	Not Eligible
6-10	Fifty Percent (50%)
11-15	Sixty-two- and one-half Percent (62.5%)
16-20	Seventy-five Percent (75%)
21-25	Eighty-seven and one-half Percent (87.5%)
26+	One Hundred Percent (100%)

30.11 Employees found guilty of excessive or misuse of sick leave shall be subject to disciplinary action.

30.12 Employees with one or more years of full-time service who use no more than the sick leave ~~usage~~ outlined below during the fiscal year shall receive bonus hours credited to their vacation accrual balance in July annually on the following schedule:

~~Sick Leave Usage~~	~~Bonus Hours Awarded~~
~~0 — 1 day~~	~~8 hours~~
~~1.1 — 2 days~~	~~4 hours~~

Days of Sick Leave Used	Bonus Hours Awarded
Zero (0) to One (1) Day	Eight (8) Hours
One point one (1.1) to two (2) Days	Four (4) Hours

ARTICLE 31 - SHIFT ARRANGEMENTS

31.1 HOURS AND WORKWEEK

The standard workweek is forty (40) hours or the individual's designated work week. Specific schedules of days and hours of work are determined in accordance with business needs within individual divisions or work units. However, most employees will work ten (10) hour days, where possible, based upon a particular job, from 7:00 AM to 5:30 PM with a one-half (1/2) hour lunch period. The normal work week for such employees shall be either Monday through Thursday or Tuesday through Friday, as specified in the sole and absolute discretion of the City. The City reserves the sole and exclusive right to modify work schedules as business needs dictate

Whenever deviations from regular shift hours are necessary, a supervisor shall provide employees with as much advance notification prior to such deviation as possible in the circumstances. Sufficient advance notification is deemed to be a minimum of seventy-two (72) hours. Such advance notification shall not be required for emergency work.

31.2 OVERTIME

One-and-one-half (1-1/2) times an employee's regular hourly rate shall be paid for any hours in paid status in excess of forty (40) in any work week. Employees who are required to work overtime will not be forced to take time off to offset payment of overtime.

The City has the sole right to require overtime services, to determine when overtime shall be worked, and who shall work overtime. However, the City will endeavor to distribute overtime assignments within the applicable classification as equitably as business demands will permit. An overtime roster will be maintained for each work unit. The supervisor will have a copy available for review by work unit employees and a copy will be provided to the Union, **if requested**. When an employee takes scheduled time off or is off work due to a holiday on a normal work day, the paid time off will count as hours worked for the computation of overtime. Overtime must be authorized by an employee's supervisor prior to the time such work is performed, and all overtime shall be compensated to the ~~nearest next- 1/25~~ **one quarter (1/4)** of an hour. However, if the period of overtime **is infrequent and insignificant periods of time beyond the scheduled working hours, which cannot as a practical matter be precisely recorded for payroll purposes, less** than seven (7) minutes total, the time is considered 'de minimis' and is not subject to compensation.

31.3 COMPENSATORY TIME

The maximum amount of compensatory time an employee may accrue is **one-hundred-twenty (120)** ~~forty (40)~~ hours. In lieu of overtime pay, compensatory (comp) time may be accrued at the employee's option if the employee has a comp time balance that will accommodate the additional time without exceeding the **one-hundred-twenty (120)** ~~forty (40)~~ hour maximum.

When an employee opts for comp time instead of overtime pay, the comp time shall accrue at the same rate the overtime would have been paid.

Compensatory time may be 'cashed out' once a year. Requests must be made with a minimum of five (5) working days' written notice for processing and must be for a minimum of twenty (20) hours.

31.4 SCHEDULED OVERTIME

When an employee is assigned in advance to work overtime outside of (and not in conjunction with) their normally scheduled shift, it shall be considered as scheduled overtime **and paid at time and one half the employees' base hourly rate plus shift differential if applicable**.

In scheduling such overtime, the employee shall be provided a minimum of sixteen (16) hours' notice prior to the start of the scheduled overtime and prior to the employee leaving their last shift; otherwise, such work shall be considered a call out subject to the premium pay. It is understood that this provision excludes overtime hours when the employee works as an extension of their regular shift.

WORK THROUGH OVERTIME

Overtime that is worked whether immediately before or after an employee's regular shift, whether or not previously scheduled, is considered work thru overtime **and paid at time and one half the employees' base hourly rate plus shift differential if applicable.**

~~Such overtime qualifies for a shift differential, where applicable.~~ However, when work through overtime is scheduled in advance and then cancelled, employees shall receive a minimum of two (2) hours overtime pay unless the employee is given notice of the cancellation prior to the end of shift of the day before the overtime was scheduled to be worked.

31.5 CALL OUT OVERTIME

An off-duty employee called out to work is **paid at time and one half the employees' base hourly rate plus shift differential if applicable,** ~~paid on a straight time basis (unless over forty (40) hours for the work week) for all hours worked,~~ with a minimum two (2) hours of **overtime** guaranteed.

- A. Employees shall be paid on an overtime basis for a minimum of two (2) hours per call out except in the following instances:
 - a. When the call out runs into an employee's normal work shift, the employee shall be paid at the overtime rate only **up to their normal start time at which time they are paid the applicable base hourly rate.** ~~for the time worked over forty (40) hours for the workweek.~~
 - b. When an employee actually works less than two (2) hours on the initial call out and is then called out a second time within the initial two (2) hour period, there will be no additional overtime pay unless the aggregate time worked for both occurrences exceeds two (2) hours.

An employee will be eligible for call out pay if he is in route to or arrives at the designated destination prepared to work and the call out is canceled; however, the employee is ~~not~~ eligible for call out pay of **one (1) hour** if he is notified of the cancellation of such call out prior to the employee leaving his residence.

The City shall adopt a reasonable system for fairly distributing call out assignments within the applicable classification(s).

31.6 CALL BACK OVERTIME

Call-back overtime is defined by the Nevada Public Employees Retirement System (PERS) as overtime that is scheduled after the employee is no longer in pay status, is called to report to work and must report within twelve (12) hours of the time of call. For employees enrolled in Nevada PERS prior to July 1, 2008, this overtime is considered PERS-eligible compensation.

ARTICLE 32 - LUNCH AND BREAK PERIODS

32.1 The normal shift schedule for employees shall include an unpaid lunch period of one-half (1/2) hour to one (1) hour, depending upon the needs of the department involved.

32.2 Employees shall receive two (2) fifteen-minute paid break periods each day; one break period before the lunch period and one (1) break period after the lunch period. Specific break periods may be scheduled by an employee's supervisor to ensure that work needs are met and several employees may take breaks at the same time as long as it does not disrupt service to the public. Break periods will not be scheduled within one (1) hour of starting time, lunch breaks, or quitting time. Employees not at their primary job site are expected to use their best judgment in meeting work requirements and taking breaks consistent with the intent of this provision.

32.3 Employees working overtime are entitled to breaks, or rest periods in the following instances;

- A. Employees who have worked more than three (3) hours of overtime immediately prior to the beginning of the regular scheduled shift are entitled to a fifteen (15) minute paid break period prior to beginning the regular shift.
- B. Employees who are working overtime at the end of the shift that is anticipated to last more than the three (3) hours are entitled to a fifteen (15) minute paid break period prior to beginning the overtime work.
- C. Employees working overtime on a scheduled day off are entitled to a fifteen (15) minute paid break for every four (4) hour work period, or major fraction thereof. Such breaks are to be taken near the middle of such work period and may not be 'tagged on' to the period of overtime for purposes of compensation.
- D. Employees working a full shift of overtime will be entitled to the breaks and lunch period that they would have on a normal work day.**

ARTICLE 33 – WAGES, CLASSIFICATIONS & RATES OF PAY.

33.1 DETERMINING CLASSIFICATIONS/RATES OF PAY

Newly created job classifications in the bargaining unit and any changes to the job

classifications as set forth in Appendix A, are subject to discussion with the Union prior to implementation. The City shall notify the Union, in writing, or any proposed new or modified job classifications. The Parties shall meet promptly, but no later than ten (10) working days following notification if the position is vacant, or thirty (30) days if it is not vacant, before any City action is taken.

The City shall have the exclusive right to determine the duties, responsibilities, qualifications and description of new or revised job classifications.

Wage rates for newly created job classification and for changed classifications shall be comparable, based upon job duties and responsibilities with the wage assignments contained in this Agreement. Disputes under this provision are subject to Grievance and Arbitration Procedures.

33.2 RECLASSIFICATION REQUESTS

Employees may request a reclassification study if they reasonably believe their duties and/or responsibilities of their position have changed significantly. Such request shall be submitted in writing to the Human Resources Department.

If the request is deemed appropriate by the Human Resources Department, that Department shall conduct a job audit of the position and shall respond in writing as to its estimate of when the audit can be completed.

The employee and the Union shall be provided with a written decision upon completion of the audit which shall include the reasons for the City's decision.

If a position is reclassified, the effective date of the reclassification is upon approval of the Mesquite City Council.

33.3 PAY ADMINISTRATION

Except in circumstances specifically indicated otherwise in (a) through (f) below, no regular employee will be paid below the entry rate for a position nor shall any wage rate exceed the merit maximum for the position.

A. Promotion. Employees who are promoted to a new job classification in a higher salary range shall receive a promotional increase ~~of~~ **to the Step that provides a minimum of a** five percent (5%) increase or to the entry level of the new range, whichever is greater. If the new ~~Grade range~~ **Grade range** is not sufficient to permit a five percent (5%) increase, the employee will be paid at the topped-out ~~point~~ **wage** of the new range.

~~B. The Director of Human Resources may, with agreement of the Union, set the promotional increase above five percent (5%), not to exceed ten percent (10%), if such is warranted taking into consideration the length of time since the last merit increase and the rates of pay of employees in the same class and work group. Promotional increases above five-~~

~~percent (5%) as set forth herein are not subject to the Grievance and Arbitration Procedure of this Agreement.~~

- C. Transfer. When an employee transfers to a different position, whether the same or a different title/classification, but in the same salary range, the employee shall retain the same rate of pay.
- D. Reinstatement. When an employee is reinstated to a position upon return from a layoff (recall) or an extended leave of absence, the salary rate shall be established as the same rate the employee was earning immediately prior to the layoff/leave of absence, subject to any economic adjustment. If the employee is reinstated to a position in a lower grade/range than previously held, the employee will be paid the rate of pay in effect for the newly reinstated position at the beginning range of the grade. However, if the employee is reinstated to a different position in the department, he/she was employed in prior to the layoff or extended leave of absence, the salary rate shall be established as the same rate the employee was earning immediately prior to the layoff/leave of absence, subject to any economic adjustment.
- E. Demotion. If an employee is demoted, whether voluntarily or involuntarily (including the avoidance of a layoff), the employee will be paid the rate of pay in effect for the newly demoted position at the beginning of the grade.

If an employee is returned, or demoted, to a former or comparable job classification after or during the qualifying period following a promotion, the employee shall be paid the rate of pay in effect immediately prior to the promotion, including any economic adjustments.

- F. Reclassification. In the event that a position with an incumbent is re- classified to a different salary range, the following applies:
 - a. If the reclassification results in a higher salary range, the incumbent is not given a salary adjustment at the time of the reclassification unless the employee's salary is lower than the new entry level for the position, in which case the employee's salary is adjusted to the entry level.
 - b. If the reclassification results in a lower salary range and the employee's salary is higher than the merit maximum of the new range, the employee's salary will remain at the current level until exceeded by the merit maximum.
 - c. In either of the above instances, the employee's previously established merit review cycle remains unchanged.

G. Leave Payouts. Yearly annual and sick leave payouts will be included in the first (1st) check in November each year.

H. Longevity Payment. Employees will receive their annual longevity payment in the first (1st) check in November each year. Employees who have reached their anniversary date in a calendar year, and end their employment with the City during

that calendar, will receive their longevity payment in their final check.

33.4 WORK OUT OF CLASS

When an employee is assigned for a full day, on a temporary basis, to a higher classification, the pay increment will be five percent (5%), except for positions responsible for supervision. Temporary assignments in supervisory/managerial classifications will receive ten percent (10%). If the percentage increase falls below the entry for the higher classification, the employee will be paid at the entry level.

Pay increments are for assignments consistent with minimum performance requirements and are paid as follows:

- A. The pay increment will be applicable at the beginning of each full day worked in the higher classification. Should an employee work overtime during the assigned period, such overtime shall be paid at the temporary assignment rate only if the work being performed is applicable to the higher classification. Previously scheduled appointment or emergencies requiring leave or less than two (2) hours duration will not cause the loss of the 'full day' status.
- B. If a holiday falls during the assignment, the employee will receive holiday pay at the higher rate if the employee works in the higher classification both the last working day before and the first working day after the holiday.
- C. When an assignment is made, the supervisor will confirm such an assignment to the employee in writing 'for the record.' In no event will the City reschedule employees under this provision solely to avoid the payment of the premium provided herein.

33.5 SALARY/WAGES

~~The City and Union agree to maintain the current hourly wage schedule with no increase for fiscal year 2013–2014; however, if any other group receives any monetary gain in the negotiated collective bargaining agreements for 2013/14–2015/16, other than for a necessary job reclassification, an equal monetary gain shall be given to all employees subject to this Agreement. Pursuant to Section 31.1, all hourly wage employees shall be paid for a forty (40)-hour week effective July 1, 2013. The Parties agree that all salary/wage issues covered in this Section are subject to reopening prior to the second year and third year of the Agreement commencing July 1, 2014, and July 1, 2015, respectively.~~

The City and Union agree to the wage schedules included in this Agreement as Exhibit A. The movement within these schedules are defined in Exhibit A.

33.6 SHIFT DIFFERENTIAL

~~Employees in the Police Dispatcher Classification regularly assigned to the shift commencing no earlier than 5:00 P.M., and ending no later than 5:59 A.M will receive a shift differential of-~~

~~seventy-five (\$75.00) per pay period effective July 1, 2013. This shift differential pay only applies to those working in Police Dispatch and no other City job classification(s) shall qualify for shift differential pay.~~

33.6 SHIFT DIFFERENTIALS

Those employees whose 51% of the hours regularly worked falls after 2:00 p.m. shall receive a four percent (4%) swing shift differential add to their base pay. Those employees whose 51% of the hours regularly worked fall after 5:00 p.m. shall receive a six percent (6%) night shift differential added to their base pay.

- A. Shift differential pay is temporary monetary compensation paid to the Bargaining Unit personnel assigned to the shifts indicated above. Shift differential shall continue to be paid during vacation leave, sick leave, other paid leaves, and while temporarily assigned to another shift.

33.7 BONUSES

~~Teamsters Local Union No. 14 promises to reduce the proposed health insurance rates for the years 2013, 2014, and 2015, as follows:~~

~~July 1, 2013 to June 30, 2014 from \$875.00 to \$850.00
July 1, 2014 to June 30, 2015 from \$925.00 to \$875.00
July 1, 2015 to June 30, 2016 from \$975.00 to \$900.00~~

~~Based upon the savings for the promised reduced rate, each year the savings for that year from the proposed rate to the final reduced rate shall be divided equally between the full-time employees and paid in a lump sum at the end of that calendar year in the same payroll check as the yearly longevity pay. The bonus for each full-time employee shall be at least \$300.00 for year 2013/2014, \$600.00 for year 2014/2015, and \$900.00 for year 2015/2016.~~

33.8 Lead Pay

Any employee assigned lead responsibilities in the absence of the manager/supervisor will receive an additional 5% added to their base pay for all hours worked in that capacity. Absence is defined as not in the work area, not available to take phone calls and requires the employee assigned as lead to make decisions that would normally be made by the manager/supervisor.

33.9 Training Pay

Employees assigned to train other employees receive an additional five percent (5%) differential pay for the hours they actually performing training duties.

ARTICLE 34 - PAYDAY

34.1 Payday shall be bi-weekly except for circumstances beyond the control of the City.

34.2 Employees shall be paid prior to the end of their assigned shift, no later than the first Thursday following the closing of the pay period.

ARTICLE 35 - SERVICE RECOGNITION /LONGEVITY

Employees hired by the City before the Ratification Date of this Agreement by the Parties shall receive service recognition according to the following scale:

Every employee who has completed three (3) years of service as of December 31 shall receive service recognition to be paid on the first pay date in December as follows:

3 - 9 years of service, the employee will receive \$100.00 for each year of service.

10 - 19 years of service, an employee will receive \$125.00 for each year of service.

20 - over years of service an employee will receive \$150.00 for each year of service.

Such pay is not part of base pay for purposes of computing leave cash outs, or any other payments.

ARTICLE 36 - MEAL POLICY

The City will provide meals for employees working during an emergency if the employees are unable to leave the job site due to the emergency.

ARTICLE 37 - NON-DISCRIMINATION

The City and Union will comply with all applicable federal and state laws and executive orders pertaining to non-discrimination and equal employment opportunities.

ARTICLE 38 - OUTSIDE EMPLOYMENT

38.1 All employees covered by the Agreement and wishing to work another job in conjunction with the employee's current position with the City must receive prior written approval from the Department Director.

38.2 All requests for and performance of outside employment shall conform to the requirements of ~~NRS 281.481~~ and **City Policy 3.19.**

ARTICLE 39 - RESIDENCY REQUIREMENT

39.1 Should the City wish to re-establish a residency requirement; the City agrees to meet

with the Union for the purpose of negotiating the residency parameters.

39.1—~~Every person first employed by the City of Mesquite on or after the Ratification Date of this Agreement by the Parties shall be a resident of the City of Mesquite, and shall not cease to be a resident of the City of Mesquite during his/her employment by the City. Every employee first employed by the City of Mesquite before the Ratification Date of this Agreement by the Parties, who resides within fifteen (15) miles of the City of Mesquite boundaries as of the Ratification Date by both Parties, shall not cease to reside within fifteen (15) miles of the City of Mesquite during his/her employment by the City. Every employee first employed by the City of Mesquite before the Ratification Date by both Parties of this Agreement, who is not a resident of the City of Mesquite nor resides within fifteen (15) miles of the City boundaries as of the Ratification Date by both Parties, shall have no obligation to maintain his/her primary residence in the City of Mesquite or within fifteen (15) miles of the City; provided however, that if said employee at any time after the Ratification Date becomes a resident of the City of Mesquite or resides within fifteen (15) miles of the City boundaries, he/she shall not cease to be a resident of the City of Mesquite or reside within fifteen (15) miles of the City boundaries during his/her employment—the failure to do so shall be determined to be a voluntary termination of employment.~~

39.2—~~Upon taking employment with the City, and annually on the first day of February thereafter, every employee subject to this Section shall file with the City a certificate, signed under penalties of perjury, stating his or her name, and place of residence. Upon receipt of a certificate indicating a place or residence not in conformity with the requirements of this Section, or if no such certificate is filed, the City shall contact the employee and the Union and provide thirty (30) calendar days for the employee to conform with the requirements of this Section. In the event the employee fails to conform with the requirements of this Section within that period, the City shall forthwith strike the name of the employee from the payroll, that person shall cease to be employed by the City, and the City shall give notice of this action to the City Clerk, who shall transmit the same to the City Council and the Mayor. No person so stricken from a payroll, shall be reemployed by the City for a period of one (1) year following the cessation of his or her employment. Every employee shall be furnished a copy of the residency requirement language when hired and annually thereafter, but failure to receive a copy shall not be held to excuse any violation.~~

39.3—~~In the event that this Section shall be deemed to be in conflict with a provision of any general or special law, the provision of that general or special law shall govern, and shall not defeat the application of this Section with respect to any position not governed by that law.~~

39.4—~~The provisions hereof shall not be waived by the Mayor or the City Council with respect to a particular person or position. With respect to previous written waivers exempting a particular person or position from the residency requirement, such written waivers shall continue until such time as the waived individual terminates employment or the waived position becomes vacant.~~

39.5—~~The provisions hereof are severable, and the action of any court of competent jurisdiction in declaring any part or portion hereof invalid, shall not act to defeat any remaining part or portion hereof, and any such action declaring this Section invalid with respect to any position or~~

~~person shall not be held to apply to any other person or position.~~

~~39.6—In construing this Section, primary residence shall be the actual principal residence of the individual, where he or she normally eats and sleeps and maintains his or her normal personal and household effects and is registered to vote.~~

ARTICLE 40 - EDUCATIONAL ASSISTANCE

40.1 Educational assistance to employees in the bargaining unit will be that set forth in Section 5.14 of the Mesquite Personnel Policies.

40.2 The City shall pay all applicable certification fees or expenses required to perform the job. This includes CDL license and renewal, as well as medical exams.

ARTICLE 41 - SOLE AND ENTIRE AGREEMENT

41.1 The Parties agree that they have negotiated fully with respect to all mandatory subjects of bargaining and that this Agreement constitutes the Parties' complete and final understanding, except for Letters of Understanding attached to this Agreement or such additional Letters as the Parties may sign.

41.2 The City and Union agree that each shall pay one-half (1/2) the cost of printing this Agreement.

ARTICLE 42 - DURATION OF AGREEMENT

42.1 This Agreement shall have a term dating from July 1, **2019** through June 30, **2022**. The term "Effective Date" of this Agreement shall be the date of approval by the Mesquite City Council.

~~42.2—The Parties agree that all salary/wage issues in Section 34.5 of this Agreement are subject to reopening for the second year of the Agreement commencing prior to July 1, 2014, and the third year of the Agreement commencing prior to July 1, 2015 subject to the provisions of Chapter 288 of Nevada Revised Statutes, as amended.~~

42.3 In the event either Party desires to open negotiations concerning a subject beyond the term of this Agreement, written notice of such desire shall be given on or before February 1, **2022**.

42.4 In the event the Parties cannot negotiate a new Agreement to be effective retroactive to July 1, **2022**, it is agreed that the Parties shall comply with statutory impasse procedures.

42.5 Each party reserves its rights established by Chapter 288 of the Nevada Revised

Statutes, as amended.

The City agrees that it will not layoff, nor threaten employees of layoff, any employees covered under the CBAs during the term of this Agreement. In the event the City suffers unforeseen decreases in revenue or mandatory increases in City services, the City will request meetings with the Union to discuss and negotiate the economic situation. However, the City retains the ultimate decision regarding layoffs if the City and Union are unable to negotiate concessions to avoid layoffs. The City reserves sole right to determine appropriate employment level based on workload and to determine whether to fill positions that may become vacant due to natural attrition.

**LABOR AGREEMENT
BETWEEN THE
CITY OF MESQUITE,
NEVADA**

AND

**GENERAL SALES DRIVERS, DELIVERY DRIVERS, AND HELPERS &
REPRESENTING THE PUBLIC SECTOR TEAMSTERS LOCAL UNION NO. 14**

DURATION

**July 1, 2019 through June 30,
2022**

M-1 AND M-2 SUPERVISOR BARGAINING UNIT

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PREAMBLE

This Agreement is effective this 1st day of July, 2019, by and between the CITY OF MESQUITE, whose address is 10 East Mesquite Boulevard, Mesquite, Nevada, (hereinafter referred to as the "City") and the TEAMSTERS LOCAL UNION NO. 14, whose address is 8951 West Sahara Avenue, Las Vegas, Nevada, 89117 (hereinafter referred to as the "Union") as a product of the good faith bargaining efforts of both Parties and for the purpose of promoting harmonious employer/employee relationships and the efficiency of the City operations. The City and the Union are referred to collectively as the "Parties."

ARTICLE 1 - RECOGNITION

1.1 The City recognizes the Union as the exclusive collective bargaining representative for all regular full-time employees in the M-1 and M-2 Supervisor Class.

1.2 The City shall notify the Union, in writing, of its intent to establish or exclude any new position or classification and the City shall indicate its belief as to whether or not the new classification and/or position is a bargaining unit classification. The Union shall notify the City within ten (10) working days of receipt of notification within the meaning of Section 1.3 of any disagreement if the Union believes a newly-established classification belongs in the bargaining unit. The City and the Union shall meet and resolve the disagreement within five (5) working days of the Union's notice to the City. If the Parties are unable to reach an agreement at that meeting, or at subsequent mutually agreed-upon meetings, the City may post and fill the position, and the dispute shall be resolved by the Local Government Employee-Management Relations Board as provided under NRS 288.170.

1.3 If the newly-established classification position and/or position is agreed to be, or is determined by the Employee-Management Relations Board to be, a bargaining unit classification, Parties shall meet promptly pursuant to the provisions of Article 34, Section 34.1 (Determining Classifications/and Rates of Pay).

1.4 The rate of Pay determined for a newly-established classification shall be retro-active from the affected employee's date of employment in the new classification upon resolution.

ARTICLE 2 - UNION REPRESENTATION

2.1 The Union's Secretary-Treasurer and/or Business Agent and/or Shop Steward may enter the premises of the City during any shift to investigate working conditions or unit employees, to assist in the settlement of grievances arising under this Agreement, to post notices regarding Union activities and to ascertain that the Agreement is being adhered to provided, however, that said Union representative provides notify the City's designated representative 24 hours' advance notice of the visit and notifies the City's designated representative of their/his/her presence upon arrival. Union will provide 24 hours' notice of visiting the City.

2.2 Shop Stewards will also be permitted to use a reasonable amount of release time for the investigation of grievances. Release time will not be unreasonably withheld; however, the Shop Steward shall request the use of such time in advance and the granting of the request shall be subject to, but will be granted only upon advance approval by of the supervisors involved, which will not be unreasonably withheld, and the release time will be scheduled by the supervisors so as to minimize interruption disruption of the City's business.

- A. It is agreed that the Union Representative shall not interfere with the efficient operation of the City.
- B. Release time for employee representatives will be requested pursuant to the established procedure.

2.3 The City shall provide the Union exclusive bulletin board space to the Union in the designated break area. Any posted material will be signed by the Union's Secretary/Treasurer, Business Agent, officer, or board member and the Union agrees to submit one (1) copy of all posted material to the Office of the City Manager and one (1) copy to the City's Human Resources Manager.

2.4 The Union shall, upon written request, and subject to other scheduled events, be permitted reasonable use of meeting space at reasonable times and places. The Union shall be subject to reasonable charge for any clean-up or other extra services provided by the City.

The City agrees to allow three (3) employee representatives and the Head Shop Steward to sit at the bargaining table for the purpose of negotiations. Employee committee members shall not suffer loss of pay or deduction from leave time; however, no overtime will be paid for meetings outside of an employee's normal work hours.

If, for any reason, additional employees are needed for informational purposes, upon agreements by the City and the Union, said employee(s) will be called into the meeting without loss of pay or leave time.

On-duty employees shall return to their regular duty assignment immediately at the end of said meetings.

ARTICLE 3 - EFFECT OF AGREEMENT

The Union and City agree that this Agreement is intended to cover all matters affecting wages, hours, and other terms and all conditions of employment and similar or related subjects, and that during the term of this Agreement neither the City nor Union will be required to negotiate any further regarding such matters affecting these, except as specifically provided herein. Certain managerial decisions may legally require the City to bargain with the Union over the effects of such decisions, and the Union does not waive the right to such "effects bargaining".

ARTICLE 4 - UNION MEMBERSHIP

- 4.1** Union membership shall be at the sole discretion of the employee.
- 4.2** The Union will notify the City, via email of all current officers of the Union who are authorized to represent eligible employees under this Agreement.
- 4.3** The Union will notify the City of the names of Shop Stewards appointed by the Union within fifteen (15) calendar days of their said appointment.
- 4.4** The Union recognizes its responsibility as a bargaining agent and agrees to fairly represent all employees in the bargaining unit. The City recognizes the right of the Union to charge nonmembers of the bargaining unit a reasonable service fee for representation in appeals, grievances and hearings. The City understands that the Union has adopted a Resolution establishing fees for nonmembers of the bargaining unit who request the assistance of Union representation with appeals, grievances and hearings and that the Union has the authority to change those fees from time to time.
- 4.5** In reliance on the Nevada Supreme Court Opinion issued in *the case of Cone v. Nevada Service Employees Union/SIEU Local 1007*, 116 Nevada Adv. Op. No. 54 (May 4, 2000) ("*Cone*"), Teamsters Local 14 Union recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the bargaining unit. The City recognizes the right of the Union Teamsters Local 14 to charge non-members of the bargaining unit a reasonable service fee for representation in appeals, grievances and hearings. The City understands that, pursuant to *Cone*, the Union Teamsters Local 14 has adopted a Resolution establishing fees for non-members of the bargaining unit who request the assistance of the Union Teamsters Local 14 with appeals, grievances and hearings and that the Union Teamsters Local 14 has the authority, pursuant to *Cone*, to change those fees from time-to-time.

ARTICLE 5 - HIRING PROCEDURES

5.1 The City shall post all regular position openings and provide a written copy of such notice to the Union.

5.2 The Union may refer applicants for open positions.

5.3 Union membership shall have no effect on employment with the City.

5.4 Initial employment with the City shall be based upon competitive examination.

5.5 The City will notify the Union, via email of all new hires and terminations within the bargaining unit. It is the Union's responsibility to provide the City with the appropriate email address(es).

5.6 All initial appointments shall be subject to a probationary period of six (6) months, with an additional six (6) months, if necessary, with notification to the employee and Union. The City reserves the right, for valid reason(s), to extend said probationary period for an additional six (6) months or fraction thereof, not to exceed a total of twelve (12) months. The Union shall be notified, via email of such extensions. Notwithstanding the foregoing, an employee placed on a regular status from a temporary full-time appointment of six (6) months or longer in the same position, will be considered to have completed their probationary period.

ARTICLE 6 - SENIORITY

6.1 Seniority shall be granted on the basis of the employee's continuous service to the City. Continuous service is defined as that not broken by dismissal or resignation without reinstatement. Division seniority shall apply in cases of shift bidding and vacation leave, and in these specific cases, Division seniority shall be determined by the length of continuous service within the City of Mesquite Department/Division Chart attached as Appendix C.

6.2 Seniority shall commence from the original date of hire as a full-time, regular employee in a classification designated in Appendix A.

6.3 An employee shall not be entitled to any seniority rights during the initial probationary period of employment, but shall accrue seniority rights upon conclusion of the probationary period from the original date of hire. Seniority is defined as the length of an employee's continuous service with the City from the date of hire. Continuous service is defined as service not broken by dismissal or resignation with reinstatement. City Seniority shall apply for City-provided benefits as defined within this Agreement and those available to employees outside of this Agreement. City Seniority will also apply for the purposes of layoff and recall as defined in Article 7 of this Agreement.

6.4 Seniority begins from the original date of hire of employees who are regularly scheduled to work thirty (30) hours or more in a seven (7) day work week.

ARTICLE 7 - REDUCTION IN FORCE & RECALL PROCEDURE

7.1 REDUCTION IN FORCE

If the City, in its sole and absolute discretion, determines that a reduction in force is found to be necessary, the City shall, except in cases of unusual emergency, provide thirty (30) calendar days prior notice to the affected employee and the Union.

When a layoff becomes necessary, employees shall be laid off by City seniority from the affected job classifications as follows:

- A. Temporary employees;
- B. Initial hire probationary employees;
- C. Part-time employees;
- D. All other employees required to be removed, provided the remaining employees are capable of performing the remaining work at required performance levels and standards.

7.2 BUMPING

Employees who are subject to layoff, but who have greater City seniority than employees in another, lower or equal paid classification may, if the City concludes that they are qualified, be permitted to bump the least senior employee from the lower paid classification.

Regular employees not in the bargaining unit represented by the Union and who are subject to layoff may bump into the bargaining unit under the following procedure:

- A. The employee must have exhausted all bumping opportunities outside of the bargaining unit to avoid layoff.
- B. The employee may then bump into the bargaining unit by filling vacancies provided the employee meets the qualifications of the vacancy.
- C. If no vacancies are available to the employee, the employee may bump the least senior employee from an equal or lower job classification within the bargaining unit and must meet the qualifications for the position.

7.3 RECALL

If the City decides to recall from a layoff, laid off employees shall be recalled to the jobs from which they were laid off in the inverse order of layoff. The City shall notify recalled employees either by telephone, in person, or by certified letter to the employee's last address on record, it being the responsibility of each employee to keep the City informed of his/her current correct address. The City may fill the vacancy on a temporary basis pending the return of such

employee. An employee so notified shall report for work or notify the City of his/her intention to report for work within five (5) working days after notification has been given to the employee to report for work. The employee shall return to work on the agreed-upon date, but not later than five (5) working days after receipt of such notice recall notification unless a reason satisfactory to the City is given. For purposes of this Article, it shall be conclusively assumed that employees have received such notice to report for work ten (10) working days after notice is sent by certified mail to their last known address, unless, in fact, such notice was received prior thereto. If an employee fails to comply with any of the provisions of this Section, the employee may be terminated. Recall rights shall expire nine (9) months from the effective date the employee was laid off by the City. If an employee, who was vested with the City prior to the layoff is recalled, that employee shall receive the same benefit package as he/she had before the layoff if it is still offered to other vested City employees. The term "vested" means an employee who has been employed full time by the City of Mesquite for five (5) years.

7.4 The City and the Union agree to recognize the principle of Seniority regarding reductions in force, bumping, and recalls, with the following factors considered:

- A. Length of Seniority
- B. Knowledge of the job
- C. Skill and efficiency for the job.

Decisions as to the balancing and weight of the aforementioned factors shall be seniority first and if the most senior employee meets the factors listed in b. and c., that employee shall be offered first.

ARTICLE 8 - RECRUITMENT, SELECTION, PLACEMENT, PROMOTIONS AND TRANSFERS

8.1 Notice of all bargaining unit vacancies shall be posted for not less than five (5) working days, prior to the position being filled. Posting locations will be clearly recognizable in each City facility. Should additional facilities be added during the term of this Agreement and such additional facilities include work areas housing members of this unit, additional posting locations will be identified as appropriate. The City also agrees to post non-bargaining unit vacancies below the level of department head, but the remainder of this Article does not apply to such postings.

8.2 The job posting notice, at a minimum, should include the following information, none of which is to be considered as a limitation of the employee's duty assignments once hired:

- A. Title and job description of the position.
- B. Wage range on hiring date.
- C. Work location (general information, subject to change).
- D. Minimum qualifications and any necessary or desirable requirements for the classification or position.
- E. Selection criteria to be used.
- F. Eligibility requirement(s) including education, employment, training or experience, and whether equivalent factors will be recognized.
- G. Address and deadline for filing applications.
- H. Number of hours per day (general information, subject to change)
- I. Regular assigned work times (general information, subject to change)
- J. Statement that the City is an affirmative action equal opportunity employer.

8.3 When a new regular position is created, or an existing regular position becomes vacant, the hiring authority may, at any time during the selection process, fill the position by transfer of a regular non-probationary employee who has the same classification as that of the vacancy. A transfer is a change in an employee's department, division or work location without any change to the employee's classification and rate of pay. Any regular non-probationary employee having the same job classification as that of the vacancy shall be considered for transfer by having filed a request for transfer, on the prescribed form, with the City's Human Resources Department.

8.4 The City may use a single or combination of selection devices to assist in

determining the qualifications of applicants. The form, content and administration of such selection devices shall be at the sole discretion of the City. All examinations shall be under the supervision of the City's Human Resource Department with input from the relevant department director. The City may decide whether there should be only a promotional list, or both a promotional list and also an open competitive list established. Applications shall be accepted only during the period stated in a job posting.

8.5 Applications for promotional examinations will be accepted from the initial posting from regular and part-time employees of the City who meet the qualifications announced in the job posting. Part-time employees will only be considered if there is not a qualified full-time regular employee. Probationary employees, temporary employees and employees in a qualifying period may not apply. Applications for open competitive examinations will be accepted from the general public who meet the qualifications announced in the job posting, should there be no internal candidate to fill the position. If a multi-part selection process is used, applicants must pass the preceding part in order to be admitted to the next part. In open competitive examinations where a multi-part selection process is used, all City employees who pass a preceding part will be admitted to the next part.

8.6 Eligibility lists for the posted vacancy may be established when the selection process is completed. The names of all applicants successfully completing all parts of the selection process will be placed on an eligibility list. However, the decisions regarding whether to establish an eligibility list, and, if so, for what length of time it will be retained, are solely within the discretion of the City.

8.7 Vacancies may be filled following posting of the vacancy from the following sources; transfers or promotions of bargaining unit employees from applicant pools and existing eligibility lists from outside applicants.

8.8 When all qualifications and factors are equal, the bargaining unit vacancies shall be filled by the applicant who has the most City seniority.

8.9 GENERAL PROVISIONS

- A. Involuntary transfers may be made by the City at any time independent of the selection process described in this Article, but may not be made for disciplinary purposes.
- B. Nothing in this Article will preclude the City from filling positions on a provisional or temporary basis pending completion of the selection process. In the event that a vacant position is not to be filled temporarily and a qualified employee exists, except when business needs dictate otherwise, the initial vacancy shall be filled through the temporary assignment of a bargaining employee. The City is not obligated to continue this process for subsequent vacancies created due to the temporary assignment. The selection process for the temporary assignments is not governed by other provisions of this Article
- C. The non-discriminatory testing and ranking procedures are at the sole discretion of the

City.

It is the mutual intent of the City and the Union to improve training and inter-departmental opportunities.

8.10 When a bargaining unit opening is filled, the City, through the Human Resources Department, shall notify the Union, via email of the employee's name, date of hire, classification and rate of pay.

8.11 The City shall notify the Union, via email of all posted vacancies prior to the position being filled. Such notice shall include the job description.

ARTICLE 9 - DISCHARGE, DISCIPLINE, AND PERSONNEL FILES

9.1 The right to maintain discipline and efficiency of employees is vested exclusively in the City.

9.2 The City shall have the right to discharge or discipline any employee for cause, but in determining discipline, the City shall not transfer, reassign, reclassify or demote any employee for disciplinary purposes. The City shall be reasonable in determining "cause" in any particular case. The concept of "for cause" includes the principle of progressive discipline for minor offenses. However, the City shall retain the right to skip "steps" of progressive discipline depending upon the gravity of the situation. The imposition of one form of discipline for a certain offense is not to be considered a binding practice as to future cases involving the same or similar offenses.

9.3 The City shall notify the Union within five (5) days after the issuance of a written reprimand.

9.4 The City shall notify the Union of the City's intent to potentially suspend an employee. When suspension is contemplated, the initial phase of the investigation process shall be a meeting wherein the employee and Union representative given the opportunity to respond to the issues raised by the City. The City will provide the employee and the Union, no less than four (4) working days prior to this meeting, with all information they have gathered throughout the investigation of the incident. At the conclusion of this meeting, the City will have five (5) working days to make the determination on potential discipline. The City's decision will be provided to the employee in writing, with a copy to the Union.

9.5 The City may not discharge an employee for cause without first giving the employee and the Union written notice. The City shall notify the Union of the City's intent to potentially terminate an employee. When termination is contemplated, the investigation process shall be a meeting wherein the employee and Union representative are given the opportunity to respond to the issues raised by the City. The City will provide the employee and the Union, no less than four (4) working days prior to this meeting, with all information they have gathered throughout the investigation of the incident(s). At the conclusion of this meeting, the City will have five (5) working days to make the determination on the potential termination or some other form of discipline. The City's decision will be provided to the employee in writing, with a copy to the Union.

9.6 Notwithstanding anything herein to the contrary, the City may place an employee on suspension (with pay) pending investigation of any matter in which disciplinary action is contemplated. In cases of contemplated discharge or suspension concerning misconduct which present possible harm to persons or property or pending criminal charges which adversely and directly affect the City or substantially disrupts City operations, when an employee is suspended pending investigation, the City shall promptly notify them immediately suspend the employee with pay upon giving the appropriate notice in Sections above to the Shop Steward or his/her designee of said suspension.

9.7 Records of disciplinary action, excluding oral warnings, will be retained in the employee's official personnel file for a one-year (1) period, unless other disciplinary action occurs. If one year has passed without any further discipline, the disciplinary record will be removed from the personnel file upon written request of the affected employee when initiated by the employee in writing. After removal from the personnel file, these records will be subject to consideration in conjunction with further discipline for a period of one (1) year from the date of removal. Formal period evaluations are exempt from any removal requirement.

The employee shall have access to his or her personnel file and the employee's representative shall also have access upon prior written authorization of the employee. An employee may insert into the personnel file a rebuttal statement, which is directly in response to written reprimands or other negative commentary in the file.

9.8 Any record of discipline not previously provided to the employee will not be used as a basis for subsequent progressive discipline.

ARTICLE 10 - GRIEVANCE AND ARBITRATION PROCEDURE

10.1 GRIEVANCE

The purpose of the Grievance and Arbitration Procedure shall be to settle all grievances between the City and the Union or a represented employee as quickly as possible to ensure efficiency and promote employee morale. The term "grievance," as used herein, means any alleged violation, misinterpretation or misapplication of this Agreement, any claim of unjust discrimination and any matter or condition affecting health and safety beyond normal working conditions. A grievance may be raised by an individual employee or group of employees covered by this Agreement, or by the Union on behalf of an individual employee or group of employees covered by this Agreement or by the City.

10.2 EMPLOYEE GRIEVANCES

All employee grievances, whether raised by an individual employee or group of employees covered by this Agreement, or by the Union on behalf of an individual employee or group of employees, shall be processed in accordance with the provisions of this Section 10.2. All employee grievances must be submitted to the City, in writing, within fifteen (15) working days after the matter in dispute or disagreement is alleged to have occurred; provided, however, a grievance concerning rates of pay covered by this Agreement shall be presented within fifteen (15) working days of the date the employee could reasonably be expected to discover the alleged improper payment. Complaints not filed within this time limit shall be rendered invalid and not subject to the grievance and arbitration machinery herein established.

Step 1. All employee grievances, whether raised by an individual employee or group of employees covered by this Agreement, or by the Union on behalf of an individual employee or group of employees, shall first be discussed with the Union Steward, employee, and the immediate supervisor within fifteen (15) working days of its occurrence. If the grievance is not settled during this informal discussion, it may be processed to Step 2.

Step 2. Within five (5) working days from the date of informal discussion the immediate supervisor's response, the Union Business Representative shall present the grievance, in writing, to the relevant department director or his/her designee. The department director or his/her designee shall arrange for a meeting with the Union and make such investigations as are necessary to enable him/her to respond in writing to the aggrieved within seven (7) working days of the receipt of said grievance. If this answer does not resolve the grievance, it may be processed to Step 3.

Step 3. Within five (5) working days from receipt of the written response from the department director or the date the response was due, the Union Business Representative shall present the grievance, in writing, to the City Manager, accompanied by all correspondence on the matter. The City Manager, after consultation with the aggrieved employee and/or Union representative, will then

make a final determination, within seven (7) working days from the date of submission.

Step 4. If a mutually satisfactory settlement cannot be reached between the City Manager and the Union, the Union shall have the right to appeal to binding arbitration, as set forth in Section 10.4, any dispute arising out of the interpretation or application of the Agreement. If the Union elects to do so, it must notify the City Manager of its decision, in writing, within seven (7) working days from the date of expiration of the seven-working day period for settlement with the City Manager.

10.3 CITY GRIEVANCES

All grievances of the City shall be processed in accordance with the provisions of this Section 10.3. City grievances must be submitted to the Union, in writing, within fifteen (15) working days after the matter in dispute or disagreement is alleged to have occurred. Complaints not filed within this time limit shall be rendered invalid and not subject to the grievance and arbitration machinery herein established.

Step 1. Within five (5) working days of receipt by the Union of a written grievance from the City, the Union Business Representative or other representative shall meet with the City Manager or his designee for an informal discussion of the grievance. If the grievance is not settled during this informal discussion, it may be processed to Step 2.

Step 2. Within five (5) working days from the date of informal discussion between the City and the Union, the Union shall provide to the City Manager a written response regarding the City's grievance. If this answer does not resolve the grievance, it may be processed to Step 3.

Step 3. If the City is not satisfied with the Union's response to the City's grievance and/or the Union does not respond in writing as required under Step 2, the City shall have the right to submit its grievance to binding arbitration, as set forth in Section 10.4. If the City elects to do so, it must notify the Union of its decision, in writing, within seven (7) working days from the date of expiration of the period specified in Step 2 of Section 10.3.

10.4 ARBITRATION

Within five (5) working days of receipt by the other party of a written request to submit an unresolved grievance to binding arbitration, the City and Union representative shall jointly request from the Federal Mediation and Conciliation Service the names of seven (7) arbitrators experienced in the field to be arbitrated.

- A. One arbitrator shall be selected by alternately striking names from the list until only one arbitrator remains. The party initiating the grievance and request for arbitration shall make the first strike.
- B. Arbitration shall be pursuant to the rules of the Federal Mediation and Conciliation

Service or the American Arbitration Association as prescribed by the arbitrator selected.

- C. The arbitrator shall have no power to add to, subtract from, or modify the terms of the Agreement or to rule on any matter after this Agreement terminates.
- D. The arbitrator's decision shall be final and binding.
- E. The cost of the arbitrator's fee(s) shall be borne equally between the Union and the City. The cost of the hearing room and cost of a shorthand reporter, if requested by the FMCS arbitrator, shall be borne equally by both Parties. All other expenses shall be paid by the party incurring them.
- F. Should any employee, group of employees, or the City feel aggrieved as a result of the interpretation or application of this Agreement, including the claim of unjust discrimination or any matter or condition affecting health and safety beyond those normally encountered in all phases of normal work requirements, adjustments shall be sought in accordance with the following provisions.
- G. In order to promote harmony, the Union and the City agree that an employee shall first discuss matters in dispute with the immediate supervisor prior to the actual filing of a written grievance. Such discussions may include a Union Steward, should the employee so desire, and should take place as soon as possible after the event giving rise to the dispute or disagreement.
- H. **Step 1.** If the matter is not resolved informally, within five (5) working days from the date of informal discussion with the immediate supervisor(s), but not later than eight (8) working days after the act or omission giving rise to the grievance or the date the employee could reasonably be expected to discover an alleged improper payment, the Union Representative shall present the grievance, in writing to the appropriate director or his representative. The department director or his representative shall arrange for such meetings with the Union and make such investigations as are necessary. The department director shall respond in writing to the aggrieved within ten (10) working days of his receipt of said grievance. If the response does not resolve the grievance, it may proceed to Step 2.
- I. **Step 2.** Within three (3) working days from receipt of the written response from the department director, the Union representative shall present the grievance, in writing, to the City Manager accompanied by all correspondence and existing evidence on the matter. The City Manager or designated representative, after consultation with the aggrieved employee and/or Union representative, will then make a determination within five (5) working days from the date of submission to the employee.
- J. **Step 3.** If a mutually satisfactory settlement cannot be reached between the City Manager, or designated representative, and the Union, the Union or the City shall have the right to each designate a representative to consider all evidence and within five (5) working days thereafter, render a final and binding decision or request

alternate dispute resolution through FMCS. The party seeking such final determination must notify the other of its decision in writing within five (5) working days from the date of the expiration of the five (5) day period for settlement with the City Manager or the grievance shall be deemed withdrawn with prejudice.

- K. **ARBITRATION CONTINUED** In the event the City and Union Representative cannot agree within five (5) days after the receipt of the "Notice" to arbitrate, the parties shall jointly request The Federal Mediation and Conciliation Service for the names of five (5) arbitrators experienced in the field to be arbitrated. One arbitrator shall be selected by alternately striking names from the list and the dispute shall be submitted to the arbitrator then remaining. The party to strike first shall be determined by lot. Such arbitration shall be under the rules of the Federal Mediation and Conciliation Service, or the American Arbitration Association as prescribed by the arbitrator selected.
- L. The Arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement or to rule on any matter after this Agreement terminates.
- M. The Arbitrator retains jurisdiction for a period of 120 calendar days from issuance of an award for the limited purpose of clarifying or interpreting the award. Either party, after first having requested the participation of the other party for a joint request, may unilaterally request clarification or interpretation within sixty (60) calendar days of the date the award was issued. The moving party then has fifteen (15) calendar days to submit any information it wishes to provide for the Arbitrator's consideration. Each party must simultaneously provide to the other party copies of any communications or information submitted to the Arbitrator.
- N. If the Arbitrator finds that the City has discharged an employee without cause and orders reinstatement with back pay, all earnings received by the employee and back wages and benefits for any comparable employment refused by the employee shall be credited against back pay. The employee will provide such evidence regarding the aforementioned terms as is required by the City.

10.5 TIME LIMITS

The Arbitrator's decision shall be final and binding as to all issues submitted for resolution, and related expenses of the arbitration will be shared between the Union and the City. The parties shall bear their own expenses for attorneys, court reporter, and other related arbitration expenses.

Grievances not filed, processed, or responded to within the time limits set forth above and not extended by agreement in writing, shall be deemed waived or admitted, and the grievance shall be irrefutably presumed denied or sustained, as the case may be. However, in no instance will a grievance remedy be implemented that is not consistent with or directly related to a term or condition of this Agreement. Additionally, any grievance waived or admitted through this "default" provisions will NOT be considered precedent setting and

will have no significance in future matters of same or similar nature.

In computing time limits in this article, "working day" shall be defined as a day City main offices are open for business.

Any time limits in this Article may be extended by mutual written consent.

ARTICLE 11 - LABOR/ MANAGEMENT COMMITTEE

11.1 A Committee of the City and Union shall meet quarterly. The meetings will be held at mutually agreed times and places and shall be for the purpose of:

- A. Discussing the administration of this Agreement in conjunction with the City of Mesquite Personnel Policies Manual;
- B. Exchanging general information of interest to the Parties; and
- C. Giving the Union the opportunity to share the views of its members and/or make suggestions on subjects of interest to its members.

11.2 Meetings held pursuant to this Article may be cancelled or postponed and may not be subject to grievance procedure.

11.3 Any issues to be discussed shall be advanced by the requesting party to the other at least seventy-two (72) hours prior to the scheduled meeting time.

11.4 Any conclusions or mutual recommendations of this Committee shall be reduced to writing. It is understood that this Agreement cannot be amended except by decision of the City Council following mutual agreement between the Parties hereto. However, matters of interpretation and clarification can be resolved by written agreement between designated representatives of the City and Union.

ARTICLE 12 - SAFETY AND HEALTH

12.1 The City shall remain in compliance with state and federal law with respect to the health and safety of the employees during their employment. The City shall furnish to employees in the classifications listed below, at the City's expense, any required personal standard safety and protective devices two hundred dollars (\$200.00) per year for safety boots or eighty dollars (\$80.00) for non-slip footwear in areas needed and three hundred dollars (\$300.00) for appropriate work pants, for which the Employees shall thereafter be responsible for maintaining said safety and/or protective devices. Animal Control Officers receive a clothing allowance of one-thousand dollars (\$1000.00) annually. The City will furnish coveralls to employees who are required to participate in crack sealing operations. Certain Departments may also purchase City-identifying shirts for employees use.

Uniform Allowance Eligible Positions	
Animal Control Officer	Animal Control/Receptionist
Automotive Technician I	Building Inspector
Automotive Technician II	Code Enforcement
Automotive Technician III	Collection System Operator
Automotive Technician/Service Writer	Crew Leader
Engineer Technician	Crew Leader/HVAC Technician
Facilities Division Manager	HVAC
Maintenance Worker I	Off-site Inspector
Maintenance Worker II	Parks Superintendent
Maintenance Worker III	Recreation Coordinator
Senior Center Staff	Streets & Drainage Supervisor
Utility Maintenance I	WWTP Operator
Utility Maintenance II	WWTP Operator II
	WWTP Supervisor

12.2 When weather conditions warrant, the City shall make rain gear available for employees.

12.3 The City shall determine the uniform, if any, and the policy for its wear for all employees. The City will provide, and, as necessary, replace said uniforms of its choice, to all applicable employees as needed. Enough uniforms will be provided so that each employee will have a clean uniform for each regular workday.

12.4 Employees shall comply with all safety policies, practices and rules established by the City from time-to-time, and shall cooperate with management in enforcing all safety measures.

12.5 Effective not later than July I, 2013, Employees in jobs that require safety glasses shall be eligible for an eighty (\$80) allowance per year for prescription safety glasses. This allowance will be provided through a vendor selected by the City. It is mutually agreed that all frames must be ANSI (American National Standards Institute) certified and have side shields for employee

protection.

12.6 Each employee is responsible for the loss of any City-supplied clothing, safety equipment or shoes provided by the City. The City shall replace the above if damaged or destroyed in the course of an employee's work.

12.7 The City shall furnish the employees with ice water and tablets for avoidance of dehydration as reasonably appropriate to weather conditions of heat and/or humidity.

12.8 The City shall continue its current practices with respect to furnishing protection from the elements.

12.9 No employee shall be required to work on any energized electrical potential unless qualified or without the assistance of a qualified person as defined by OSHA. To be a qualified person, the person must understand the construction and operation of the equipment, system or process that he/she has been asked to work on or around as well as how to avoid the associated hazards. The City will provide necessary training, to ensure that all personnel, including non-electrical tradespersons, are properly trained.

12.10 The City will partner with management toward the continuing objective of providing a safe and healthy working environment for all employees and making all reasonable provisions for the safety and health of employees and the public.

12.11 The fringe benefit of a free family membership at the Mesquite Recreation Center will continue through the term of this Agreement.

12.12 The City agrees to waive, after an insurance payment, any applicable balance due or charges related to City provided ambulance service, transportation by City ambulance or medical treatment provided by City ambulance service to employees and their immediate family members.

ARTICLE 13 - MANAGEMENT RIGHTS

13.1 RETENTION OF MANAGEMENT PEROGATIVES

Except as expressly modified or restricted by a specific provision of this Agreement, the management of the City and the direction of the work force, including but not limited to, the services performed; the location of the work force; the schedules and fair standards of employee performance; the schedules and hours of shifts; the methods, processes, and means of providing services; the processes, services; and materials to be purchased, contracted and sub-contracted; the right to hire, promote, demote, and transfer employees, to establish reasonable rules of conduct, to discharge or discipline for cause, and maintain the efficiency of employees are the sole and exclusive rights and responsibilities of the City. The City's failure to exercise any right, prerogative or function hereby reserved to it, or the City's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the City's right to exercises such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

13.2 NON-MANDATORY SUBJECTS OF BARGAINING

The Union acknowledges that in respect to any non-mandatory subjects of bargaining, as defined in NRS 288.150, which are included in this Agreement, the City is not waiving, or in any way limiting its rights under NRS 288.150 to refuse to bargain over non-mandatory subjects during these or in future negotiations of this Agreement. The right pursuant to NRS 288 to take whatever actions may be necessary to carry out its responsibilities in situations of emergency such as riot, military action, natural disaster, fiscal emergency or a civil disorder.

Except as expressly modified or restricted by a specific provision of this Agreement, the management of the City and the direction of the work force, including but not limited to, the services performed; the location of the work force; the schedules and fair standards of employee performance; the schedules and hours of shifts; the methods, processes, and means of providing services; the processes, services; and materials to be purchased, contracted and sub-contracted; the right to hire, promote, demote, and transfer employees, to establish reasonable rules of conduct, to discharge or discipline for cause, and maintain the efficiency of employees are the sole and exclusive rights and responsibilities of the City. The City's failure to exercise any right, prerogative or function hereby reserved to it, or the City's exercises of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the City's right to exercises such right, prerogative, or function or preclude it from exercising the same insome other way not in conflict with the express provisions of this Agreement.

ARTICLE 14 - STRIKES AND LOCKOUTS

14.1 The Union, on behalf of itself, its members, agents, and the employees it represents, hereby pledges not to strike (as defined in NRS 288.070) nor to call, authorize, participate or engage in a strike, including but not limited to any picketing, sympathy strike work stoppage, slow-down or sit-down against the City under any circumstances.

14.2 This Agreement is a guarantee by the Parties that for its duration there will be no lock-outs, strikes, suspension of work, slow-downs, or sick-outs, and that all complaints, grievances, or disputes arising out of the interpretation of this Agreement will be settled pursuant to the Grievance and Arbitration Procedures contained in Article 10 of this Agreement.

14.3 Nothing contained herein is intended to require performance of duties under circumstances in which there is a reasonable likelihood of injury to the employee.

ARTICLE 15 - CHECK-OFF

15.1 The City agrees to deduct from the paycheck of each employee within the bargaining unit who has signed an authorized payroll deduction card, such amount as has been designated by the Union as Union dues and initiation fees and is so certified to the City, in writing, to be the current rate of membership dues. The City will be notified of any change in the rate of membership dues thirty (30) days prior to the effective date of such change.

15.2 The employee's authorization for such deductions is revocable subject to the conditions outlined on the check-off authorization or upon termination of employment.

15.3 Such funds shall be remitted by the City to the Treasurer of the Union within fifteen (15) days after such deductions. The employee's authorization for such deduction is revocable subject to the conditions outlined on the check-off authorization or upon termination of employment.

15.4 If any controversy arises on account of such deductions and such deduction were erroneously authorized or approved by the Union, the Union will furnish, at no expense to the City, competent legal counsel of the City's choosing and the Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

15.5 The City will not be required to honor any monthly deduction authorizations that are delivered to the payroll section after the beginning of the pay period during which the deductions should start.

15.6 The Union agrees to refund to the City any monies paid to it in error on account of the payroll deduction provisions herein upon presentation of proper evidence thereof.

ARTICLE 16 - WARRANTY OF AUTHORITY

The officials executing this Agreement on behalf of the City and on behalf of the Union hereby warrant and guarantee that they have the authority to act for, bind and collectively bargain on behalf of the organizations, which they represent during the term of this Agreement.

ARTICLE 17 - SAVINGS CLAUSE

Should any valid federal or state law or final determination of any administrative agency or court of competent jurisdiction affect any provision of this Agreement, the provision or provisions so affected shall be made to conform to the law or determination, and otherwise this Agreement shall continue in full force and effect. It is agreed that, in the event of a provision that this Agreement is so judged to be invalid or unlawful, the City and the Union shall meet immediately and commence negotiations to modify and bring the invalidated provision into compliance.

ARTICLE 18 - FIDELITY BOND

When the city requires a fidelity bond of any employee, the premium of said bond shall be paid by the City.

ARTICLE 19 - INDEMNIFICATION FOR ORDINARY NEGLIGENCE

Except for instances of gross or wanton negligence or intentional or reckless misconduct by a bargaining unit employee, the city shall indemnify all the affected bargaining unit employee(s) from liability arising from accidents occurring while in performance of their official duties from claims brought by the public as well as other city employees.

ARTICLE 20 – INSURANCE

A Health and Welfare Taft-Hartley Trust known as Teamsters Security Fund for Southern Nevada, Local 14 has been established by an agreement and Declaration of Trust dated October 1, 2014.

The Employer agrees to abide by said Agreement and Declaration of Trust and, further, to make payments to the Fund in the amount designated below for such benefits as determined by the Trustees. The current benefits (“Benefits”) provided by the Fund per Trustee actions are comprehensive medical, dental, and vision benefits. Additional benefits include Employee Assistance (EAP) and Life Insurance. Employer agrees to make contributions and seek refunds of contributions to the Fund per the provision outlined in Appendix A of this Agreement.

The Employer monthly contributions to the Fund for the term of this Agreement are:

Effective Date	7/1/19	7/1/20	7/1/21
Employer	\$1020	\$1020	\$1050

20.1 The City shall transmit monthly the premium amount to the insurance program designated in writing by the Union.

20.2 The open enrollment period for the Health and Welfare Insurance Plan will occur during the months of October and November each year.

20.3 The Union also agrees to accept all other City employees, officers, and elected officials into the Union's health insurance plan during the term of this Agreement for the same dollar amount as contributed on behalf of Union members, pursuant to the terms of this Agreement.

ARTICLE 21 - COMPENSATION FOR SERVICE INCURRED ACCIDENT OR ILLNESS

Since Nevada State Law prescribes all employees to be covered under worker's compensation benefits, payment for medical and surgical treatment as well as compensation for lost work time, return to work and other benefits associated with industrial injury or injury shall be as determined pursuant to applicable chapters of the Nevada Revised Statutes and the Nevada Administrative Code.

ARTICLE 22 - PENSION/ RETIREMENT

22.1 All employees covered by this Agreement shall participate in the Public Employees Retirement System of the State of Nevada in accordance with the rules of that system.

22.2 The City agrees to pay one hundred (100%) of contributions to Public Employees Retirement System ("PERS") as it changes from time-to-time.

22.3 The City shall comply with all provisions of NRS 286.421 for the purpose of payment of the employee's retirement contribution, but will not pay for the purchase of eligible service.

ARTICLE 23 - TIME RECORDS

23.1 The employee shall sign and submit to the employee's supervisor a time sheet or time card, as directed by the Employer City, indicating the exact hours worked daily. The City reserves the right to request additional information concerning the time sheet or time card, as it the City deems necessary.

23.2 The department director or designee shall verify the accuracy of each time sheet, or time card, and shall sign and submit it to the Payroll Office.

ARTICLE 24 - HOLIDAYS

24.1 The City shall observe the following holidays:

New Year's Day (January 1)
Martin Luther King, Jr. Birthday (3rd Monday in January)
President's Day (3rd Monday in February)
Memorial Day (Last Monday in May)
Independence Day (July 4)
Labor Day (1st Monday in September)
Nevada Day (Last Friday in October)
Veterans Day (November 11)
Thanksgiving Day (4th Thursday in November)
Family Day (Day after Thanksgiving)
Christmas Eve (December 24)
Christmas Day (December 25)

Any day that may be declared by the Governor as a legal holiday and confirmed by City Council shall be considered as an additional paid holiday. If any of the above holidays falls on an employee's scheduled day off, the employee will receive 8 hours of holiday pay at their regular pay rate excluding any pay premiums.

24.2 An employee will be entitled to holiday pay if they are in pay status on the last working day before, and on their first working day after, the holiday.

24.3 If a holiday occurs during an employee's annual leave, it will be paid as holiday and not charged against accrued annual leave.

24.4 Eligible employees who are able to take the holiday off shall receive pay equal to their established workday at their regular hourly rate, including shift differential, as holiday pay.

24.5 The City may, at its discretion, require employees to work on a holiday. An employee required to work on a holiday shall receive, in addition to their holiday pay, pay at the applicable overtime hourly rate, for hours worked on that day.

ARTICLE 25 - ANNUAL LEAVE

25.1 Each employee is entitled to paid annual leave.

25.2 Employee will accrue annual leave as specified below:

Forty-hour Schedules		
Years of Service Thresholds	Hours per Pay Period	Annual Hours
Date of hire through 1st year	1.538	40
More than 1 through 5 years	4.615	120
More than 6 through 14 years	6.154	160
15 th year and beyond	7.692	200

25.3 Annual leave shall accrue each pay period, provided that the employee received at least sixty (60) paid hours that pay period.

25.4 Annual leave may be accumulated up to a maximum of two hundred-forty (240) hours on the employee's service date. The City will continue its present practice of notification to employees when their annual leave accrual balance exceeds two hundred-forty (240) hours.

An employee may sell back accrued leave in excess of two hundred and forty (240) hours on their service date if, during the preceding twelve (12) months, the employee, after reasonably timely request(s) to do so, took a minimum of forty (40) hours annual leave as time off.

Annual leave payout will be consistent with the City of Mesquite Personnel Policies Manual.

25.5 Annual leave must be scheduled in advance, whenever possible, and will be scheduled by the City to minimize interference with normal operations. Leave requests shall be acted upon in a timely manner and shall not be unnecessarily delayed. Except for previously scheduled preventive examinations, annual leave shall not be used for disability leave purposes unless all disability leave is exhausted. Annual leave scheduled and approved in advance will be considered time worked for the purpose of calculating overtime. Approved in advance is defined as approval from the employee's supervisor/manager prior to the end of the previous days shift.

25.6 Annual leave shall be paid at the employee's regular rate of pay in effect on the shift immediately preceding the day the leave commences.

An employee shall accumulate paid annual leave on a pay period basis. Upon separation from employment with the City, employees with more than one (1) year of service and who voluntarily resign or are terminated for reasons other than with cause, and upon termination of their employment shall be paid for all accumulated leave time not previously taken. Probationary employees are not entitled to payment for leave upon separation.

25.7 LEAVE REQUEST RESCINDED

Except in the case of emergency as determined in the City's sole and absolute discretion, if the City rescinds a previously granted leave request which results in a non-refundable loss to an employee, the employee shall be reimbursed for such non-refundable loss. All airline tickets and receipts evidencing non-refundable expenditures shall be submitted to the City prior to payment. In the case of airline tickets if a fee may be paid for rescheduling of non-refundable airline tickets, the City will pay the rescheduling fee if it is less than the cost of the tickets. An employee is required to advise the City of any such loss immediately upon rescission of any previously granted annual leave and provide documentation of the loss within thirty (30) days thereof. If the employee purchased nonrefundable airline tickets or other non-refundable expenses which may be used at a future date, the City Manager will determine employee eligibility for reimbursement on a case-by-case basis.

ARTICLE 26 - ADMINISTRATIVE LEAVE

Each employee is entitled to earn forty (40) hours of administrative leave every six (6) months on the first day of January and the first day of July. The hours may be used at the complete discretion of the employee, but must be used by December 31st of each year. The hours will be lost if not used by December 31st of each year.

ARTICLE 27 - BEREAVEMENT LEAVE

27.1 Full-time employees will be granted three (3) working days off with pay in the event of a death in an employee's immediate family. Immediate family shall mean a person listed on the City of Mesquite Consanguinity/Affinity Chart attached hereto as Appendix B. The three (3) shifts may not be consecutive due to an extended time for the actual funeral service and the third shift will not be later than twenty-one (21) days after the death of the immediate family member without approval from the City Manager.

27.2 In compelling circumstances, such as distance between the City and site of the funeral, the employee may be granted up to five (5) days of paid bereavement leave.

ARTICLE 28 - MILITARY LEAVE

28.1 Military leave shall be granted as follows: When an employee enters the Armed Forces of the United States, whether by enlistment or by selective service, the following rules shall apply:

- A. The employee shall be given military leave without pay.
- B. During the period of military service, the employee shall retain all rights to which they are entitled under the provisions of this Agreement and state and federal laws provided that during a period of military leave in excess of thirty (30) days, annual leave or disability leave credit shall not accumulate according to applicable laws.
- C. Reinstatement after the completion of military service. The employee will be restored to their former position or an equivalent position in accordance with Title 38 or the U.S. Code Annotated or any other state or federal law relating to Veterans re-employment rights shall be in accordance with applicable laws.
- D. Persons employed to fill positions becoming vacant under these rules shall hold such positions subject to being transferred to another post, if available, or terminated upon the reinstatement of the returning an employee to their former position in accordance with Subsection (c).
- E. An employee in the competitive service having a reserve status in any of the regular branches of the Armed Services of the United States or Nevada National Guard, upon request to serve under orders for training duty shall be relieved from their duties, upon request, to serve under orders for training duty without loss of pay for a period not to exceed fifteen (15) consecutive working days for 40-hour employees in any one (1) calendar year. The employee shall file with the City, a copy of such orders which includes the date said duty is to commence and the date the duty is to cease. The employee shall receive regular compensation in addition to their military pay. It is understood that this provision is in accordance with NRS 281.145. An employee who is an active member of the United States Army Reserve, the United States Naval Reserve, the United States Marine Corps Reserve, the United States Coast Guard Reserve, the United States Air Force Reserve, or the Nevada National Guard shall be granted leave with pay to serve under orders for a period of not more than fifteen (15) working days in any one (1) calendar year. Such leave shall not be counted against the employee's available annual leave. As soon as practicable, the employee shall file with the City a copy of such orders which includes the date said duty is to commence and the date duty is to cease.

ARTICLE 29 - LEAVE OF ABSENCE

29.1 FAMILY AND MEDICAL LEAVE

Family and medical leaves of absence with and without pay shall be granted to eligible classified employees in compliance with the provisions of the Family Medical Leave Act of 1993.

29.2 LEAVES OF ABSENCE WITHOUT PAY

The City may grant leaves of absence without pay for up to six (6) months only for exceptional circumstances and conditions, such as education or prolonged illness, when the appropriate authority determines the granting of such leave is consistent with the good of the City service. Such leaves may be extended for an additional period of up to six (6) months. Such leaves of absence are granted at the discretion of the City. Leaves of absence without pay may be granted when the work of the department will not be impeded by the employee's absence. Disputes arising from this Article are not subject to Grievance and Arbitration Procedure.

ARTICLE 30 - COURT LEAVE

30.1 A leave of absence with pay shall be granted to any employee for the time required in service:

Jury Duty: Employees called but not selected to serve on the jury shall report back to work immediately upon being excused if one-half (1/2) or more of the assigned shift remains at time of being excused. Those Communication Dispatcher on a shift starting at 7:00 PM the day prior to reporting for jury duty will be released with pay for that shift.

- A. In court proceedings when the employee or the employee's spouse or child is a victim of a crime against the person (this is voluntary at the employee's option);
- B. Under subpoena to testify in court or to be deposed as a direct result of performance of the employee's duties with the City of Mesquite. This leave will be at the employee's regular rate for the lost regular hours for the duration of such duty. The employee will sign over to the City any monies paid to employee for jury duty or witness fees. The employee will retain any mileage reimbursement(s).

30.2 Employees involved in other civil, administrative or criminal proceedings may utilize accrued annual leave to attend any meeting, hearings or proceedings required such proceedings or other meetings related thereto.

ARTICLE 31 - SICK LEAVE

31.1 Sick leave will be accrued and determined in accordance with Section 8.2 of the Mesquite Personnel Policies Manual.

31.2 In the event of a leave pursuant to Family Medical Leave, referring to the Family Medical Leave Act of 1993, as amended, an employee's sick leave balance will be charged against any family leave time, in accordance with the Family Medical Leave Act Policy of the City, as contained in the Mesquite Personnel Policies Manual.

31.3 In the event of the death of an employee, one hundred percent (100%) of the employee's unused sick leave shall be paid to the employee's beneficiaries.

31.4 Sick Leave will accrue to a maximum of seven hundred fifty (750) hours as of December 31 each calendar year so long as this is the uniform maximum accrual for all negotiating groups in the City. It is agreed that if any other negotiating group is allowed to accrue a larger number of hours, this Agreement will be revised to the same number of maximum accrual hours as the other group. The revision will be retroactive to the date of this Agreement. Any hours above the maximum accrual as of December 31 in a year will be paid to the employee at his/her regular rate of pay at fifty percent (50%).

31.5 Sick leave may be used by an employee who is:

- A. Incapacitated from the performance of his/her duties by illness or injury; or
- B. Whose attendance is prevented by public health requirements; or
- C. Who is required to absent himself/herself from work to personally care for a member of his/her family as outlined in Appendix B, The City's Consanguinity/Affinity Chart, during family emergencies that require the employee's prompt attention, and for doctor and/or dentist appointments for themselves and immediate family as defined in Appendix B. The City may, at its discretion, require an employee to submit documentation of medical appointments in the event of excessive absences for medical reasons.
- D. Sick leave scheduled and approved in advance will be considered time worked for the purpose of calculating overtime. Approved in advance is defined as approval from the employee's supervisor/manager prior to the end of the previous day's shift.

31.6 With the exception of such sick leave depletion, annual leave shall not be used in place of sick leave except as previously approved.

31.7 When using sick leave, an employee who does not become ill on the job will give as much advance notice of absence as possible and unless precluded by an emergency at least one (1) hour before the beginning of his/her regular shift.

31.8 Any full-time employee who has exhausted his accumulated sick leave may utilize accrued annual leave. Should an employee exhaust both his/her accumulated sick leave and accumulated annual leave, he/she may be granted leave without pay in accordance with applicable laws.

31.9 Employees covered by this Agreement shall be subject to the following requirements for payment of such leave:

- A. The department director or designee may require that an employee submit a certificate signed by a physician in the event of excessive use of sick leave. "Excessive" shall mean in excess of six (6) incidents of personal sick leave in a twelve (12) month period. Use of sick leave for a funeral, a family illness or a scheduled medical or dental appointment shall not constitute a personal incident of sick leave.
- B. Employees shall report to work if recovery of illness is made during normal work hours. Pursuit of any outside gainful employment, personal business, recreation, travel for recreation or non-sick leave purposes, or other such activity when an employee is on such leave is considered evidence of abuse of sick leave unless approved in advance, by the department director or designee.

31.10 Upon separation from employment with the City, employees with more than five (5) years of continuous full-time City service, who voluntarily resign or are terminated for reasons other than with cause, any reason including disciplinary termination, will be paid for accrued sick leave at their base hourly at the time of separation as follows:

Years of Service	Percentage of 750 Hours Paid
0-5	Not Eligible
6-10	Fifty Percent (50%)
11-15	Sixty-two- and one-half Percent (62.5%)
16-20	Seventy-five Percent (75%)
21-25	Eighty-seven and one-half Percent (87.5%)
26+	One Hundred Percent (100%)

31.11 Employees found guilty of excessive or misuse of sick leave shall be subject to disciplinary action.

31.12 Employees with one or more years of full-time service who use no more than the sick leave outlined below during the fiscal year shall receive bonus hours credited to their vacation accrual balance in July annually on the following schedule:

Days of Sick Leave Used	Bonus Hours Awarded
Zero (0) to One (1) Day	Eight (8) Hours
One point one (1.1) to two (2) Days	Four (4) Hours

ARTICLE 32 - SHIFT ARRANGEMENTS

32.1 HOURS AND WORKWEEK

The standard workweek is forty (40) hours or the individual's designated work week. Specific schedules of days and hours of work are determined in accordance with business needs within individual divisions or work units. However, most employees will work ten (10) hour days, where possible, based upon a particular job, from 7:00 AM to 5:30 PM with a one-half (1/2) hour lunch period. The normal work week for such employees shall be either Monday through Thursday or Tuesday through Friday, as specified in the sole and absolute discretion of the City. The City reserves the sole and exclusive right to modify work schedules as business needs dictate

Whenever deviations from regular shift hours are necessary, a supervisor shall provide employees with as much advance notification prior to such deviation as possible in the circumstances. Sufficient advance notification is deemed to be a minimum of seventy-two (72) hours. Such advance notification shall not be required for emergency work.

32.2 OVERTIME M-1 and M-2 Class employees are exempt from overtime pursuant to FLSA Guidelines.

ARTICLE 33 - LUNCH AND BREAK PERIODS

33.1 The normal shift schedule for employees shall include an unpaid lunch period of one-half (1/2) hour to one (1) hour, depending upon the needs of the department involved.

33.2 Employees shall receive two (2) fifteen-minute paid break periods each day; one (1) break period before the lunch period and one (1) break period after the lunch period. Specific break periods may be scheduled by an employee's supervisor to ensure that work needs are met and several employees may take breaks at the same time as long as it does not disrupt service to the public. Break periods will not be scheduled within one (1) hour of starting time, lunch breaks, or quitting time. Employees not at their primary job site are expected to use their best judgment in meeting work requirements and taking breaks consistent with the intent of this provision.

ARTICLE 34 – WAGES, CLASSIFICATIONS & RATES OF PAY

34.1 DETERMINING CLASSIFICATIONS/RATES OF PAY

Newly created job classifications in the bargaining unit and any changes to the job classifications as set forth in Appendix A, are subject to discussion with the Union prior to implementation. The City shall notify the Union, in writing, of any proposed new or modified job classifications. The Parties shall meet promptly, but no later than ten (10) working days following notification if the position is vacant, or thirty (30) days if it is not vacant, before any City action is taken.

The City shall have the exclusive right to determine the duties, responsibilities, qualifications and description of new or revised job classifications.

Wage rates for newly created job classification and for changed classifications shall be comparable, based upon job duties and responsibilities with the wage assignments contained in this Agreement. Disputes under this provision are subject to Grievance and Arbitration Procedures.

34.2 RECLASSIFICATION REQUESTS

Employees may request a reclassification study if they reasonably believe their duties and/or responsibilities of their position have changed significantly. Such request shall be submitted in writing to the Human Resources Department.

If the request is deemed appropriate by the Human Resources Department, that Department shall conduct a job audit of the position and shall respond in writing as to its estimate of when the audit can be completed.

The employee and the Union shall be provided with a written decision upon completion of the audit which shall include the reasons for the City's decision.

If a position is reclassified, the effective date of the reclassification is upon approval of the City Manager.

34.3 PAY ADMINISTRATION

Except in circumstances specifically indicated otherwise in (a) through (f) below, no regular employee will be paid below the entry rate for a position nor shall any wage rate exceed the merit maximum for the position.

- A. Promotion. Employees who are promoted to a new job classification in a higher salary range shall receive a promotional increase to the Step that provides a minimum of a five percent (5%) increase or to the entry level of the new range, whichever is greater. If the new Grade is not sufficient to permit a five percent (5%) increase, the employee will be paid at the topped-out wage of the new range.

- B. Transfer. When an employee transfers to a different position, whether the same or a different title/classification, but in the same salary range, the employee shall retain the same rate of pay.
- C. Reinstatement. When an employee is reinstated to a position upon return from a layoff (recall) or an extended leave of absence, the salary rate shall be established as the same rate the employee was earning immediately prior to the layoff/leave of absence, subject to any economic adjustment. If the employee is reinstated to a position in a lower grade/range than previously held, the employee will be paid the rate of pay in effect for the newly reinstated position at the beginning range of the grade. However, if the employee is reinstated to a different position in the department, he/she was employed in prior to the layoff or extended leave of absence, the salary rate shall be established as the same rate the employee was earning immediately prior to the layoff/leave of absence, subject to any economic adjustment.
- D. Demotion. If an employee is demoted, whether voluntarily or involuntarily (including the avoidance of a layoff), the employee will be paid the rate of pay in effect for the newly demoted position at the beginning of the grade.

If an employee is returned, or demoted, to a former or comparable job classification after or during the qualifying period following a promotion, the employee shall be paid the rate of pay in effect immediately prior to the promotion, including any economic adjustments.

- E. Reclassification. In the event that a position with an incumbent is re- classified to a different salary range, the following applies:
 - a. If the reclassification results in a higher salary range, the incumbent is not given a salary adjustment at the time of the reclassification unless the employee's salary is lower than the new entry level for the position, in which case the employee's salary is adjusted to the entry level.
 - b. If the reclassification results in a lower salary range and the employee's salary is higher than the merit maximum of the new range, the employee's salary will remain at the current level until exceeded by the merit maximum.
 - c. In either of the above instances, the employee's previously established merit review cycle remains unchanged.
- F. Leave Payouts. Yearly annual and sick leave payouts will be included in the first (1st) check in November each year.
- G. Longevity Payment. Employees will receive their annual longevity payment in the first (1st) check in November each year. Employees who have reached their anniversary date in a calendar year, and end their employment with the City during that calendar, will receive their longevity payment in their final check.

34.4 WORK OUT OF CLASS

When an employee is assigned for a full day, on a temporary basis, to a higher classification, the pay increment will be five percent (5%), except for positions responsible for supervision. Temporary assignments in supervisory/managerial classifications will receive ten percent (10%). If the percentage increase falls below the entry for the higher classification, the employee will be paid at the entry level.

Pay increments are for assignments consistent with minimum performance requirements and are paid as follows:

- A. The pay increment will be applicable at the beginning of each full day worked in the higher classification. Should an employee work overtime during the assigned period, such overtime shall be paid at the temporary assignment rate only if the work being performed is applicable to the higher classification. Previously scheduled appointment or emergencies requiring leave or less than two (2) hours duration will not cause the loss of the 'full day' status.
- B. If a holiday falls during the assignment, the employee will receive holiday pay at the higher rate if the employee works in the higher classification both the last working day before and the first working day after the holiday.
- C. When an assignment is made, the supervisor will confirm such an assignment to the employee in writing 'for the record.' In no event will the City reschedule employees under this provision solely to avoid the payment of the premium provided herein.

34.5 SALARY/WAGES

The City and Union agree to the wage schedules included in this Agreement as Exhibit D. The movement within these schedules is defined in Exhibit D.

34.6 SHIFT DIFFERENTIALS

Those employees whose 51% of the hours regularly worked falls after 2:00 p.m. shall receive a four percent (4%) swing shift differential added to their base pay. Those employees whose 51% of the hours regularly worked fall after 5:00 p.m. shall receive a six percent (6%) night shift differential added to their base pay.

- A. Shift differential pay is temporary monetary compensation paid to the Bargaining Unit personnel assigned to the shifts indicated above. Shift differential shall continue to be paid during vacation leave, sick leave, other paid leaves, and while temporarily assigned to another shift.

ARTICLE 35 - PAYDAY

35.1 Payday shall be bi-weekly except for circumstances beyond the control of the City.

35.2 Employees shall be paid prior to the end of their assigned shift, no later than the first Thursday following the closing of the pay period.

ARTICLE 36 - SERVICE RECOGNITION /LONGEVITY

Employees hired by the City before the Ratification Date of this Agreement by the Parties shall receive service recognition according to the following scale:

Every employee who has completed three (3) years of service as of December 31 shall receive service recognition to be paid on the first pay date in December as follows:

- 3 - 9 years of service, the employee will receive \$100.00 for each year of service.
- 10 - 19 years of service, an employee will receive \$125.00 for each year of service.
- 20 - over years of service an employee will receive \$150.00 for each year of service.

Such pay is not part of base pay for purposes of computing leave cash outs, or any other payments.

ARTICLE 37 - MEAL POLICY

The City will provide meals for employees working during an emergency if the employees are unable to leave the job site due to the emergency.

ARTICLE 38 - NON-DISCRIMINATION

The City and Union will comply with all applicable federal and state laws and executive orders pertaining to non-discrimination and equal employment opportunities.

ARTICLE 39 - OUTSIDE EMPLOYMENT

39.1 All employees covered by the Agreement and wishing to work another job in conjunction with the employee's current position with the City must receive prior written approval from the Department Director.

39.2 All requests for and performance of outside employment shall conform to the requirements of City Policy 3.19.

ARTICLE 40 - RESIDENCY REQUIREMENT

Should the City wish to re-establish a residency requirement; the City agrees to meet with the Union for the purpose of negotiating the residency parameters.

ARTICLE 41 - EDUCATIONAL ASSISTANCE

41.1 Educational assistance to employees in the bargaining unit will be that set forth in Section 5.14 of the Mesquite Personnel Policies.

41.2 The City shall pay all applicable certification fees or expenses required to perform the job. This includes CDL license and renewal, as well as medical exams.

ARTICLE 42 - SOLE AND ENTIRE AGREEMENT

42.1 The Parties agree that they have negotiated fully with respect to all mandatory subjects of bargaining and that this Agreement constitutes the Parties' complete and final understanding, except for Letters of Understanding attached to this Agreement or such additional Letters as the Parties may sign.

42.2 The City and Union agree that each shall pay one-half (1/2) the cost of printing this Agreement.

ARTICLE 43 - DURATION OF AGREEMENT

43.1 This Agreement shall have a term dating from July 1, 2019 through June 30, 2022. The term "Effective Date" of this Agreement shall be the date of approval by the Mesquite City Council.

43.2 In the event either Party desires to open negotiations concerning a subject beyond the term of this Agreement, written notice of such desire shall be given on or before February 1, 2022.

43.3 In the event the Parties cannot negotiate a new Agreement to be effective retroactive to July 1, 2022, it is agreed that the Parties shall comply with statutory impasse procedures.

43.4 Each party reserves its rights established by Chapter 288 of the Nevada Revised Statutes, as amended.

The City agrees that it will not layoff, nor threaten employees of layoff, any employees covered under the CBAs during the term of this Agreement. In the event the City suffers unforeseen decreases in revenue or mandatory increases in City services, the City will request meetings with the Union to discuss and negotiate the economic situation. However, the City retains the ultimate decision regarding layoffs if the City and Union are unable to negotiate concessions to avoid layoffs. The City reserves sole right to determine appropriate employment level based on workload and to determine whether to fill positions that may become vacant due to natural attrition.

CITY OF MESQUITE, NEVADA

By: _____
Allan Litman, Mayor

ATTEST:

By: _____
Tracy E. Beck, City Clerk

APPROVED AS TO FORM:

By: _____
Robert Sweetin, City Attorney

GENERAL SALES DRIVERS, DELIVERY DRIVERS, AND HELPERS & REPRESENTING THE PUBLIC SECTOR TEAMSTERS LOCAL UNION NO. 14

By: _____
Larry R. Griffith, Secretary-Treasurer, CEO

APPENDIX A – CLASSIFICATION CHART

Classifications		Classifications
Accounts Payable/Payroll Technician		Museum Coordinator
Alternative Sentencing Specialist		Off-Site Inspector
Animal Control Officer		Paralegal
Animal Control Officer I/Receptionist		Parks Crew Leader
Automotive Technician I		Parks Superintendent
Automotive Technician II		Permit Technician I
Automotive Technician/Service Writer		Permit Technician II
Building Inspector I		Programmer Analyst II/GIS
Business License/Assistant Planner		Records/Evidence Clerk
Communication Dispatcher		Recreation Coordinator
Communication Dispatcher Supervisor		Recreation Customer Service Representative
Court Clerk I		Recreation Superintendent
Court Clerk II		Sanitation Billing Clerk
Customer Service Representative		Senior Planner
Education & Recreation Specialist		Senior Program Assistant
Engineer Technician I		Senior Services Supervisor
Executive Assistant		Streets & Drainage Supervisor
Executive Assistant/Sanitation Billing Supervisor		Utility Maintenance Worker I
Executive Administrative Assistant/Supervisor		Utility Maintenance Worker III
Facility Maintenance Worker III		Wellness & Fitness Coordinator
Grants Writer/Collection Specialist		WWTP Collection Systems Operator IV
Head Nutrition Cook		WWTP Operator II
HVAC Technician II		Utility Maintenance Worker III
IT Specialist II		Wellness & Fitness Coordinator
Maintenance Worker I		WWTP Collection Systems Operator IV
Maintenance Worker II		WWTP Operator II
Maintenance Worker III		

APPENDIX B – CONSANGUINITY/AFFINITY CHART

City of Mesquite Consanguinity / Affinity Chart

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4th Degree	Great Great Grandparent Great Aunt/Uncle First Cousin Grand Nephew/Niece

3rd Degree	Great Grandparent Aunt/Uncle Nephew/Niece Great Grandchild

2nd Degree	Grandparent Brother/Sister Grandchild

1st Degree	Parent Child

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1st Degree	Spouse/Domestic Partner*

2nd Degree	Parent-in-Law Daughter/Son-in-Law

3rd Degree	Grandparent-in-Law Brother/Sister-in-Law Grandchild-in-Law

4th Degree	Great Grandparent-in-Law Aunt/Uncle-in-Law First Cousin-in-Law Nephew/Niece-in-Law Great Grandchild-in-Law

Note: Step relationships (step-brother, step-father, etc.) are considered to be the same as blood relationships.

* Registered Domestic Partnership with the Secretary of State

APPENDIX C – DEPARTMENT/DIVISION CHART

Department	Division
Athletics & Leisure	
	Administration
	Parks
	Recreation
Attorney	
	Attorney Administration
City Council	
	City Council
City Manager	
	Administration
	City Clerk
	Information Technology
	Museum
	Senior Services
Development Services	
	Administration
	Building
	Environmental Planning
	Planning
Fire & Rescue	
	Administration
	Fire & Rescue
Finance	
	Finance Administration
Human Resources	
	Human Resource Administration
Municipal Court	
	Municipal Court

Police	
	Administration
	Animal Control
	Corrections
	Dispatch
	Officers
Public Works	
	Administration
	Facilities
	Sanitation
	Streets & Drainage
	Vehicle Maintenance

APPENDIX D –WAGE SCALE CHART

Non-Supervisor, M1 and M2 Wage Schedule: July 1, 2019 through June 30, 2020												
Step Increase Percentage		4%	4%	4%	5%	5%	5%	5%	5%	5%	5%	5%
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Grade	9	\$ 11.830	\$ 12.303	\$ 12.795	\$ 13.307	\$ 13.972	\$ 14.671	\$ 15.405	\$ 16.175	\$ 16.984	\$ 17.833	\$ 18.724
Grade	10	\$ 12.430	\$ 12.927	\$ 13.444	\$ 13.982	\$ 14.681	\$ 15.415	\$ 16.186	\$ 16.995	\$ 17.845	\$ 18.737	\$ 19.674
Grade	11	\$ 13.050	\$ 13.572	\$ 14.115	\$ 14.679	\$ 15.413	\$ 16.184	\$ 16.993	\$ 17.843	\$ 18.735	\$ 19.672	\$ 20.655
Grade	12	\$ 13.700	\$ 14.248	\$ 14.818	\$ 15.411	\$ 16.181	\$ 16.990	\$ 17.840	\$ 18.732	\$ 19.668	\$ 20.652	\$ 21.684
Grade	13	\$ 14.380	\$ 14.955	\$ 15.553	\$ 16.176	\$ 16.984	\$ 17.834	\$ 18.725	\$ 19.661	\$ 20.645	\$ 21.677	\$ 22.761
Grade	14	\$ 15.110	\$ 15.714	\$ 16.343	\$ 16.997	\$ 17.847	\$ 18.739	\$ 19.676	\$ 20.660	\$ 21.693	\$ 22.777	\$ 23.916
Grade	15	\$ 15.860	\$ 16.494	\$ 17.154	\$ 17.840	\$ 18.732	\$ 19.669	\$ 20.652	\$ 21.685	\$ 22.769	\$ 23.908	\$ 25.103
Grade	15A	\$ 15.930	\$ 16.567	\$ 17.230	\$ 17.919	\$ 18.815	\$ 19.756	\$ 20.744	\$ 21.781	\$ 22.870	\$ 24.013	\$ 25.214
Grade	16	\$ 16.650	\$ 17.316	\$ 18.009	\$ 18.729	\$ 19.665	\$ 20.649	\$ 21.681	\$ 22.765	\$ 23.903	\$ 25.099	\$ 26.354
Grade	16A	\$ 16.730	\$ 17.399	\$ 18.095	\$ 18.819	\$ 19.760	\$ 20.748	\$ 21.785	\$ 22.875	\$ 24.018	\$ 25.219	\$ 26.480
Grade	16B	\$ 16.810	\$ 17.482	\$ 18.182	\$ 18.909	\$ 19.854	\$ 20.847	\$ 21.889	\$ 22.984	\$ 24.133	\$ 25.340	\$ 26.607
Grade	17	\$ 17.490	\$ 18.190	\$ 18.917	\$ 19.674	\$ 20.658	\$ 21.690	\$ 22.775	\$ 23.914	\$ 25.109	\$ 26.365	\$ 27.683
Grade	17A	\$ 17.570	\$ 18.273	\$ 19.004	\$ 19.764	\$ 20.752	\$ 21.790	\$ 22.879	\$ 24.023	\$ 25.224	\$ 26.485	\$ 27.810
Grade	18	\$ 18.360	\$ 19.094	\$ 19.858	\$ 20.653	\$ 21.685	\$ 22.769	\$ 23.908	\$ 25.103	\$ 26.358	\$ 27.676	\$ 29.060
Grade	19	\$ 19.280	\$ 20.051	\$ 20.853	\$ 21.687	\$ 22.772	\$ 23.910	\$ 25.106	\$ 26.361	\$ 27.679	\$ 29.063	\$ 30.516
Grade	20	\$ 20.240	\$ 21.050	\$ 21.892	\$ 22.767	\$ 23.906	\$ 25.101	\$ 26.356	\$ 27.674	\$ 29.057	\$ 30.510	\$ 32.036
Grade	21	\$ 21.260	\$ 22.110	\$ 22.995	\$ 23.915	\$ 25.110	\$ 26.366	\$ 27.684	\$ 29.068	\$ 30.522	\$ 32.048	\$ 33.650
Grade	22	\$ 22.310	\$ 23.202	\$ 24.130	\$ 25.096	\$ 26.351	\$ 27.668	\$ 29.051	\$ 30.504	\$ 32.029	\$ 33.631	\$ 35.312
Grade	23	\$ 23.430	\$ 24.367	\$ 25.342	\$ 26.356	\$ 27.673	\$ 29.057	\$ 30.510	\$ 32.035	\$ 33.637	\$ 35.319	\$ 37.085
Grade	24	\$ 24.600	\$ 25.584	\$ 26.607	\$ 27.672	\$ 29.055	\$ 30.508	\$ 32.033	\$ 33.635	\$ 35.317	\$ 37.083	\$ 38.937
Grade	25	\$ 25.830	\$ 26.863	\$ 27.938	\$ 29.055	\$ 30.508	\$ 32.033	\$ 33.635	\$ 35.317	\$ 37.083	\$ 38.937	\$ 40.884
Grade	26	\$ 27.130	\$ 28.215	\$ 29.344	\$ 30.518	\$ 32.043	\$ 33.646	\$ 35.328	\$ 37.094	\$ 38.949	\$ 40.896	\$ 42.941
Grade	27	\$ 28.480	\$ 29.619	\$ 30.804	\$ 32.036	\$ 33.638	\$ 35.320	\$ 37.086	\$ 38.940	\$ 40.887	\$ 42.931	\$ 45.078
Grade	28	\$ 29.900	\$ 31.096	\$ 32.340	\$ 33.633	\$ 35.315	\$ 37.081	\$ 38.935	\$ 40.882	\$ 42.926	\$ 45.072	\$ 47.326
Grade	29	\$ 31.410	\$ 32.666	\$ 33.973	\$ 35.332	\$ 37.099	\$ 38.954	\$ 40.901	\$ 42.946	\$ 45.094	\$ 47.348	\$ 49.716
Grade	30	\$ 32.970	\$ 34.289	\$ 35.660	\$ 37.087	\$ 38.941	\$ 40.888	\$ 42.933	\$ 45.079	\$ 47.333	\$ 49.700	\$ 52.185
Grade	M1	\$ 21.980	\$ 22.859	\$ 23.774	\$ 24.725	\$ 25.961	\$ 27.259	\$ 28.622	\$ 30.053	\$ 31.555	\$ 33.133	\$ 34.790
Grade	M2	\$ 24.610	\$ 25.594	\$ 26.618	\$ 27.683	\$ 29.067	\$ 30.520	\$ 32.046	\$ 33.649	\$ 35.331	\$ 37.098	\$ 38.953

Notes:

Effective the pay period that includes July 1, 2019, all employees with a "meets expectations" evaluation will move to the Step that provides at least a 5% increase

Non-Supervisor, M1 and M2 Wage Schedule: July 1, 2020 through June 30, 2021

Step Increase Percentage		Step Increase Percentage										
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Grade 9	9	\$ 12.300	\$ 12.792	\$ 13.304	\$ 13.836	\$ 14.528	\$ 15.254	\$ 16.017	\$ 16.818	\$ 17.658	\$ 18.541	\$ 19.468
Grade 10	10	\$ 12.930	\$ 13.447	\$ 13.985	\$ 14.544	\$ 15.272	\$ 16.035	\$ 16.837	\$ 17.679	\$ 18.563	\$ 19.491	\$ 20.466
Grade 11	11	\$ 13.570	\$ 14.113	\$ 14.677	\$ 15.264	\$ 16.028	\$ 16.829	\$ 17.670	\$ 18.554	\$ 19.482	\$ 20.456	\$ 21.479
Grade 12	12	\$ 14.250	\$ 14.820	\$ 15.413	\$ 16.029	\$ 16.831	\$ 17.672	\$ 18.556	\$ 19.484	\$ 20.458	\$ 21.481	\$ 22.555
Grade 13	13	\$ 14.960	\$ 15.558	\$ 16.181	\$ 16.828	\$ 17.669	\$ 18.553	\$ 19.480	\$ 20.454	\$ 21.477	\$ 22.551	\$ 23.679
Grade 14	14	\$ 15.710	\$ 16.338	\$ 16.992	\$ 17.672	\$ 18.555	\$ 19.483	\$ 20.457	\$ 21.480	\$ 22.554	\$ 23.682	\$ 24.866
Grade 15	15	\$ 16.490	\$ 17.150	\$ 17.836	\$ 18.549	\$ 19.476	\$ 20.450	\$ 21.473	\$ 22.546	\$ 23.674	\$ 24.857	\$ 26.100
Grade 15A	15A	\$ 16.570	\$ 17.233	\$ 17.922	\$ 18.639	\$ 19.571	\$ 20.549	\$ 21.577	\$ 22.656	\$ 23.789	\$ 24.978	\$ 26.227
Grade 16	16	\$ 17.320	\$ 18.013	\$ 18.733	\$ 19.483	\$ 20.457	\$ 21.480	\$ 22.554	\$ 23.681	\$ 24.865	\$ 26.109	\$ 27.414
Grade 16A	16A	\$ 17.400	\$ 18.096	\$ 18.820	\$ 19.573	\$ 20.551	\$ 21.579	\$ 22.658	\$ 23.791	\$ 24.980	\$ 26.229	\$ 27.541
Grade 16B	16B	\$ 17.480	\$ 18.179	\$ 18.906	\$ 19.663	\$ 20.646	\$ 21.678	\$ 22.762	\$ 23.900	\$ 25.095	\$ 26.350	\$ 27.667
Grade 17	17	\$ 18.190	\$ 18.918	\$ 19.674	\$ 20.461	\$ 21.484	\$ 22.559	\$ 23.686	\$ 24.871	\$ 26.114	\$ 27.420	\$ 28.791
Grade 17A	17A	\$ 18.270	\$ 19.001	\$ 19.761	\$ 20.551	\$ 21.579	\$ 22.658	\$ 23.791	\$ 24.980	\$ 26.229	\$ 27.541	\$ 28.918
Grade 18	18	\$ 19.090	\$ 19.854	\$ 20.648	\$ 21.474	\$ 22.547	\$ 23.675	\$ 24.858	\$ 26.101	\$ 27.406	\$ 28.777	\$ 30.216
Grade 19	19	\$ 20.050	\$ 20.852	\$ 21.686	\$ 22.554	\$ 23.681	\$ 24.865	\$ 26.109	\$ 27.414	\$ 28.785	\$ 30.224	\$ 31.735
Grade 20	20	\$ 21.050	\$ 21.892	\$ 22.768	\$ 23.678	\$ 24.862	\$ 26.105	\$ 27.411	\$ 28.781	\$ 30.220	\$ 31.731	\$ 33.318
Grade 21	21	\$ 22.110	\$ 22.994	\$ 23.914	\$ 24.871	\$ 26.114	\$ 27.420	\$ 28.791	\$ 30.231	\$ 31.742	\$ 33.329	\$ 34.996
Grade 22	22	\$ 23.200	\$ 24.128	\$ 25.093	\$ 26.097	\$ 27.402	\$ 28.772	\$ 30.210	\$ 31.721	\$ 33.307	\$ 34.972	\$ 36.721
Grade 23	23	\$ 24.370	\$ 25.345	\$ 26.359	\$ 27.413	\$ 28.784	\$ 30.223	\$ 31.734	\$ 33.321	\$ 34.987	\$ 36.736	\$ 38.573
Grade 24	24	\$ 25.580	\$ 26.603	\$ 27.667	\$ 28.774	\$ 30.213	\$ 31.723	\$ 33.310	\$ 34.975	\$ 36.724	\$ 38.560	\$ 40.488
Grade 25	25	\$ 26.860	\$ 27.934	\$ 29.052	\$ 30.214	\$ 31.725	\$ 33.311	\$ 34.976	\$ 36.725	\$ 38.561	\$ 40.489	\$ 42.514
Grade 26	26	\$ 28.220	\$ 29.349	\$ 30.523	\$ 31.744	\$ 33.331	\$ 34.997	\$ 36.747	\$ 38.585	\$ 40.514	\$ 42.540	\$ 44.667
Grade 27	27	\$ 29.620	\$ 30.805	\$ 32.037	\$ 33.318	\$ 34.984	\$ 36.734	\$ 38.570	\$ 40.499	\$ 42.524	\$ 44.650	\$ 46.882
Grade 28	28	\$ 31.100	\$ 32.344	\$ 33.638	\$ 34.983	\$ 36.732	\$ 38.569	\$ 40.498	\$ 42.522	\$ 44.649	\$ 46.881	\$ 49.225
Grade 29	29	\$ 32.670	\$ 33.977	\$ 35.336	\$ 36.749	\$ 38.587	\$ 40.516	\$ 42.542	\$ 44.669	\$ 46.902	\$ 49.248	\$ 51.710
Grade 30	30	\$ 34.290	\$ 35.662	\$ 37.088	\$ 38.572	\$ 40.500	\$ 42.525	\$ 44.651	\$ 46.884	\$ 49.228	\$ 51.690	\$ 54.274
Grade M1	M1	\$ 22.860	\$ 23.774	\$ 24.725	\$ 25.714	\$ 27.000	\$ 28.350	\$ 29.768	\$ 31.256	\$ 32.819	\$ 34.460	\$ 36.183
Grade M2	M2	\$ 25.600	\$ 26.624	\$ 27.689	\$ 28.797	\$ 30.236	\$ 31.748	\$ 33.336	\$ 35.002	\$ 36.752	\$ 38.590	\$ 40.520

Notes:

Effective the pay period that includes July 1, 2020, the Steps in the wage schedule will shift left i.e. Step 2 hourly rate becomes Step 1 hourly rate and employees remain at their current Step

Non-Supervisor, M1 and M2 Wage Schedule: July 1, 2021 through June 30, 2022												
Step Increase Percentage		5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Grade 9		\$ 12.300	\$ 12.915	\$ 13.561	\$ 14.239	\$ 14.951	\$ 15.698	\$ 16.483	\$ 17.307	\$ 18.173	\$ 19.081	\$ 20.035
Grade 10		\$ 12.930	\$ 13.577	\$ 14.255	\$ 14.968	\$ 15.716	\$ 16.502	\$ 17.327	\$ 18.194	\$ 19.103	\$ 20.059	\$ 21.062
Grade 11		\$ 13.570	\$ 14.249	\$ 14.961	\$ 15.709	\$ 16.494	\$ 17.319	\$ 18.185	\$ 19.094	\$ 20.049	\$ 21.052	\$ 22.104
Grade 12		\$ 14.250	\$ 14.963	\$ 15.711	\$ 16.496	\$ 17.321	\$ 18.187	\$ 19.096	\$ 20.051	\$ 21.054	\$ 22.106	\$ 23.212
Grade 13		\$ 14.960	\$ 15.708	\$ 16.493	\$ 17.318	\$ 18.184	\$ 19.093	\$ 20.048	\$ 21.050	\$ 22.103	\$ 23.208	\$ 24.368
Grade 14		\$ 15.710	\$ 16.496	\$ 17.320	\$ 18.186	\$ 19.096	\$ 20.050	\$ 21.053	\$ 22.106	\$ 23.211	\$ 24.371	\$ 25.590
Grade 15		\$ 16.490	\$ 17.315	\$ 18.180	\$ 19.089	\$ 20.044	\$ 21.046	\$ 22.098	\$ 23.203	\$ 24.363	\$ 25.581	\$ 26.860
Grade 15A		\$ 16.570	\$ 17.399	\$ 18.268	\$ 19.182	\$ 20.141	\$ 21.148	\$ 22.205	\$ 23.316	\$ 24.481	\$ 25.706	\$ 26.991
Grade 16		\$ 17.320	\$ 18.186	\$ 19.095	\$ 20.050	\$ 21.053	\$ 22.105	\$ 23.210	\$ 24.371	\$ 25.590	\$ 26.869	\$ 28.212
Grade 16A		\$ 17.400	\$ 18.270	\$ 19.184	\$ 20.143	\$ 21.150	\$ 22.207	\$ 23.318	\$ 24.484	\$ 25.708	\$ 26.993	\$ 28.343
Grade 16B		\$ 17.480	\$ 18.354	\$ 19.272	\$ 20.235	\$ 21.247	\$ 22.309	\$ 23.425	\$ 24.596	\$ 25.826	\$ 27.117	\$ 28.473
Grade 17		\$ 18.190	\$ 19.100	\$ 20.054	\$ 21.057	\$ 22.110	\$ 23.216	\$ 24.376	\$ 25.595	\$ 26.875	\$ 28.219	\$ 29.630
Grade 17A		\$ 18.270	\$ 19.184	\$ 20.143	\$ 21.150	\$ 22.207	\$ 23.318	\$ 24.484	\$ 25.708	\$ 26.993	\$ 28.343	\$ 29.760
Grade 18		\$ 19.090	\$ 20.045	\$ 21.047	\$ 22.099	\$ 23.204	\$ 24.364	\$ 25.582	\$ 26.862	\$ 28.205	\$ 29.615	\$ 31.096
Grade 19		\$ 20.050	\$ 21.053	\$ 22.105	\$ 23.210	\$ 24.371	\$ 25.589	\$ 26.869	\$ 28.212	\$ 29.623	\$ 31.104	\$ 32.659
Grade 20		\$ 21.050	\$ 22.103	\$ 23.208	\$ 24.368	\$ 25.586	\$ 26.866	\$ 28.209	\$ 29.619	\$ 31.100	\$ 32.655	\$ 34.288
Grade 21		\$ 22.110	\$ 23.216	\$ 24.376	\$ 25.595	\$ 26.875	\$ 28.219	\$ 29.630	\$ 31.111	\$ 32.667	\$ 34.300	\$ 36.015
Grade 22		\$ 23.200	\$ 24.360	\$ 25.578	\$ 26.857	\$ 28.200	\$ 29.610	\$ 31.090	\$ 32.645	\$ 34.277	\$ 35.991	\$ 37.790
Grade 23		\$ 24.370	\$ 25.589	\$ 26.868	\$ 28.211	\$ 29.622	\$ 31.103	\$ 32.658	\$ 34.291	\$ 36.006	\$ 37.806	\$ 39.696
Grade 24		\$ 25.580	\$ 26.859	\$ 28.202	\$ 29.612	\$ 31.093	\$ 32.647	\$ 34.280	\$ 35.994	\$ 37.793	\$ 39.683	\$ 41.667
Grade 25		\$ 26.860	\$ 28.203	\$ 29.613	\$ 31.094	\$ 32.648	\$ 34.281	\$ 35.995	\$ 37.795	\$ 39.684	\$ 41.669	\$ 43.752
Grade 26		\$ 28.220	\$ 29.631	\$ 31.113	\$ 32.668	\$ 34.302	\$ 36.017	\$ 37.817	\$ 39.708	\$ 41.694	\$ 43.778	\$ 45.967
Grade 27		\$ 29.620	\$ 31.101	\$ 32.656	\$ 34.289	\$ 36.003	\$ 37.803	\$ 39.694	\$ 41.678	\$ 43.762	\$ 45.950	\$ 48.248
Grade 28		\$ 31.100	\$ 32.655	\$ 34.288	\$ 36.002	\$ 37.802	\$ 39.692	\$ 41.677	\$ 43.761	\$ 45.949	\$ 48.246	\$ 50.659
Grade 29		\$ 32.670	\$ 34.304	\$ 36.019	\$ 37.820	\$ 39.711	\$ 41.696	\$ 43.781	\$ 45.970	\$ 48.268	\$ 50.682	\$ 53.216
Grade 30		\$ 34.290	\$ 36.005	\$ 37.805	\$ 39.695	\$ 41.680	\$ 43.764	\$ 45.952	\$ 48.249	\$ 50.662	\$ 53.195	\$ 55.855
Grade M1		\$ 22.860	\$ 24.003	\$ 25.203	\$ 26.463	\$ 27.786	\$ 29.176	\$ 30.635	\$ 32.166	\$ 33.775	\$ 35.463	\$ 37.237
Grade M2		\$ 25.600	\$ 26.880	\$ 28.224	\$ 29.635	\$ 31.117	\$ 32.673	\$ 34.306	\$ 36.022	\$ 37.823	\$ 39.714	\$ 41.700

Notes:
Effective the pay period that includes July 1, 2021, all employees with a "meets expectations" evaluation will receive a Step increase or remain at Step 11

**LABOR AGREEMENT
BETWEEN THE
CITY OF MESQUITE,
NEVADA**

AND

**GENERAL SALES DRIVERS, DELIVERY DRIVERS, AND HELPERS &
REPRESENTING THE PUBLIC SECTOR TEAMSTERS LOCAL UNION NO. 14**

**DURATION
July 1, 2019 through
June 30, 2022**

NON-SUPERVISOR BARGAINING UNIT

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PREAMBLE

This Agreement is effective this 1st day of July, 2019, by and between the CITY OF MESQUITE, whose address is 10 East Mesquite Boulevard, Mesquite, Nevada, (hereinafter referred to as the "City") and the TEAMSTERS LOCAL UNION NO. 14, whose address is 8951 West Sahara Ave. Las Vegas, Nevada, 89117 (hereinafter referred to as the "Union") as a product of the good faith bargaining efforts of both Parties and for the purpose of promoting harmonious employer/employee relationships and the efficiency of the City operations. The City and the Union are referred to collectively as the "Parties."

ARTICLE 1 - RECOGNITION

1.1 The City recognizes the Union as the exclusive collective bargaining representative for all regular full-time employees in the classification listed in Appendix A.

1.2 The City shall notify the Union, in writing, of its intent to establish or exclude any new position or classification and the City shall indicate its belief as to whether or not the new classification and/or position is a bargaining unit classification. The Union shall notify the City within ten (10) working days of receipt of notification within the meaning of Section 1.3 of any disagreement if the Union believes a newly-established classification belongs in the bargaining unit. The City and the Union shall meet and resolve the disagreement within five (5) working days of the Union's notice to the City. If the Parties are unable to reach an agreement at that meeting, or at subsequent mutually agreed-upon meetings, the City may post and fill the position, and the dispute shall be resolved by the Local Government Employee-Management Relations Board as provided under NRS 288.170.

1.3 If the newly-established classification position and/or position is agreed to be, or is determined by the Employee-Management Relations Board to be, a bargaining unit classification, Parties shall meet promptly pursuant to the provisions of Article 34, Section 34.1 (Determining Classifications/ and Rates of Pay).

1.4 The rate of Pay determined for a newly-established classification shall be retro-active from the affected employee's date of employment in the new classification upon resolution.

ARTICLE 2 - UNION REPRESENTATION

2.1 The Union's Secretary-Treasurer and/or Business Agent and/or Shop Steward may enter the premises of the City during any shift to investigate working conditions or unit employees, to assist in the settlement of grievances arising under this Agreement, to post notices regarding Union activities and to ascertain that the Agreement is being adhered to provided, however, that said Union representative provides notify the City's designated representative 24 hours' advance notice of the visit and notifies the City's designated representative of their/his/her presence upon arrival. Union will provide 24 hours' notice of visiting the City.

2.2 Shop Stewards will also be permitted to use a reasonable amount of release time for the investigation of grievances. Release time will not be unreasonably withheld; however, the Shop Steward shall request the use of such time in advance and the granting of the request shall be subject to, but will be granted only upon advance approval by of the supervisors involved, which will not be unreasonably withheld, and the release time will be scheduled by the supervisors so as to minimize interruption disruption of the City's business.

- A. It is agreed that the Union Representative shall not interfere with the efficient operation of the City.
- B. Release time for employee representatives will be requested pursuant to the established procedure.

2.3 The City shall provide the Union exclusive bulletin board space to the Union in the designated break area. Any posted material will be signed by the Union's Secretary/Treasurer, Business Agent, officer, or board member and the Union agrees to submit one (1) copy of all posted material to the Office of the City Manager and one (1) copy to the City's Human Resources Manager.

2.4 The Union shall, upon written request, and subject to other scheduled events, be permitted reasonable use of meeting space at reasonable times and places. The Union shall be subject to reasonable charge for any clean-up or other extra services provided by the City.

The City agrees to allow three (3) employee representatives and the Head Shop Steward to sit at the bargaining table for the purpose of negotiations. Employee committee members shall not suffer loss of pay or deduction from leave time; however, no overtime will be paid for meetings outside of an employee's normal work hours.

If, for any reason, additional employees are needed for informational purposes, upon agreements by the City and the Union, said employee(s) will be called into the meeting without loss of pay or leave time.

On-duty employees shall return to their regular duty assignment immediately at the end of said meetings.

ARTICLE 3 - EFFECT OF AGREEMENT

The Union and City agree that this Agreement is intended to cover all matters affecting wages, hours, and other terms and all conditions of employment and similar or related subjects, and that during the term of this Agreement neither the City nor Union will be required to negotiate any further regarding such matters affecting these, except as specifically provided herein. Certain managerial decisions may legally require the City to bargain with the Union over the effects of such decisions, and the Union does not waive the right to such "effects bargaining".

ARTICLE 4 - UNION MEMBERSHIP

- 4.1** Union membership shall be at the sole discretion of the employee.
- 4.2** The Union will notify the City, via email, of all current officers of the Union who are authorized to represent eligible employees under this Agreement.
- 4.3** The Union will notify the City of the names of Shop Stewards appointed by the Union within fifteen (15) calendar days of their said appointment.
- 4.4** The Union recognizes its responsibility as a bargaining agent and agrees to fairly represent all employees in the bargaining unit. The City recognizes the right of the Union to charge nonmembers of the bargaining unit a reasonable service fee for representation in appeals, grievances and hearings. The City understands that the Union has adopted a Resolution establishing fees for nonmembers of the bargaining unit who request the assistance of Union representation with appeals, grievances and hearings and that the Union has the authority to change those fees from time to time.
- 4.5** In reliance on the Nevada Supreme Court Opinion issued in *the case of Cone v. Nevada Service Employees Union/SIEU Local 1007*, 116 Nevada Adv. Op. No. 54 (May 4, 2000) ("*Cone*"), Teamsters Local 14 Union recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the bargaining unit. The City recognizes the right of the Union Teamsters Local 14 to charge non-members of the bargaining unit a reasonable service fee for representation in appeals, grievances and hearings. The City understands that, pursuant to *Cone*, the Union Teamsters Local 14 has adopted a Resolution establishing fees for non-members of the bargaining unit who request the assistance of the Union Teamsters Local 14 with appeals, grievances and hearings and that the Union Teamsters Local 14 has the authority, pursuant to *Cone*, to change those fees from time-to-time.

ARTICLE 5 - HIRING PROCEDURES

- 5.1** The City shall post all regular position openings and provide a written copy of such notice to the Union.
- 5.2** The Union may refer applicants for open positions.
- 5.3** Union membership shall have no effect on employment with the City.
- 5.4** Initial employment with the City shall be based upon competitive examination.
- 5.5** The City will notify the Union, via email, of all new hires and terminations within the bargaining unit. It is the Union's responsibility to provide the City with the appropriate email address(es).
- 5.6** All initial appointments shall be subject to a probationary period of six (6) months, with an additional six (6) months, if necessary, with notification to the employee and Union. This probationary period begins upon completion of the formalized training program for Communication Dispatcher. The City reserves the right, for valid reason(s), to extend said probationary period for an additional six (6) months or fraction thereof, not to exceed a total of twelve (12) months. The Union shall be notified, via email, of such extensions. Notwithstanding the foregoing, an employee placed on a regular status from a temporary full-time appointment of six (6) months or longer in the same position, will be considered to have completed their probationary period.

ARTICLE 6 - SENIORITY

6.1 Seniority shall be granted on the basis of the employee's continuous service to the City. Continuous service is defined as that not broken by dismissal or resignation without reinstatement. Division seniority shall apply in cases of shift bidding and vacation leave, and in these specific cases, Division seniority shall be determined by the length of continuous service within the City of Mesquite Department/Division Chart attached as Appendix C.

6.2 Seniority shall commence from the original date of hire as a full-time, regular in a classification designated in Appendix A.

6.3 An employee shall not be entitled to any seniority rights during the initial probationary period of employment, but shall accrue seniority rights upon conclusion of the probationary period from the original date of hire. Seniority is defined as the length of an employee's continuous service with the City from the date of hire. Continuous service is defined as service not broken by dismissal or resignation with reinstatement. City Seniority shall apply for City-provided benefits as defined within this Agreement and those available to employees outside of this Agreement. City Seniority will also apply for the purposes of layoff and recall as defined in Article 7 of this Agreement.

6.4 Seniority begins from the original date of hire of employees who are regularly scheduled to work thirty (30) hours or more in a seven (7) day work week.

ARTICLE 7 - REDUCTION IN FORCE & RECALL PROCEDURE

7.1 REDUCTION IN FORCE

If the City, in its sole and absolute discretion, determines that a reduction in force is found to be necessary, the City shall, except in cases of unusual emergency, provide thirty (30) calendar days prior notice to the affected employee and the Union.

When a layoff becomes necessary, employees shall be laid off by City seniority from the affected job classifications as follows:

- A. Temporary employees;
- B. Initial hire probationary employees;
- C. Part-time employees;
- D. All other employees required to be removed, provided the remaining employees are capable of performing the remaining work at required performance levels and standards.

7.2 BUMPING

Employees who are subject to layoff, but who have greater City seniority than employees in another, lower or equal paid classification may, if the City concludes that they are qualified, be permitted to bump the least senior employee from the lower paid classification.

Regular employees not in the bargaining unit represented by the Union and who are subject to layoff may bump into the bargaining unit under the following procedure:

- A. The employee must have exhausted all bumping opportunities outside of the bargaining unit to avoid layoff.
- B. The employee may then bump into the bargaining unit by filling vacancies provided the employee meets the qualifications of the vacancy.
- C. If no vacancies are available to the employee, the employee may bump the least senior employee from an equal or lower job classification within the bargaining unit and must meet the qualifications for the position.

7.3 RECALL

If the City decides to recall from a layoff, laid off employees shall be recalled to the jobs from which they were laid off in the inverse order of layoff. The City shall notify recalled employees either by telephone, in person, or by certified letter to the employee's last address on record, it being the responsibility of each employee to keep the City informed of his/her current correct address. The City may fill the vacancy on a temporary basis pending the return of such

employee. An employee so notified shall report for work or notify the City of his/her intention to report for work within five (5) working days after notification has been given to the employee to report for work. The employee shall return to work on the agreed-upon date, but not later than five (5) working days after receipt of such notice recall notification unless a reason satisfactory to the City is given. For purposes of this Article, it shall be conclusively assumed that employees have received such notice to report for work ten (10) working days after notice is sent by certified mail to their last known address, unless, in fact, such notice was received prior thereto. If an employee fails to comply with any of the provisions of this Section, the employee may be terminated. Recall rights shall expire nine (9) months from the effective date the employee was laid off by the City. If an employee, who was vested with the City prior to the layoff is recalled, that employee shall receive the same benefit package as he/she had before the layoff if it is still offered to other vested City employees. The term "vested" means an employee who has been employed full time by the City of Mesquite for five (5) years.

7.4 The City and the Union agree to recognize the principle of Seniority regarding reductions in force, bumping, and recalls, with the following factors considered:

- A. Length of Seniority
- B. Knowledge of the job
- C. Skill and efficiency for the job.

Decisions as to the balancing and weight of the aforementioned factors shall be seniority first and if the most senior employee meets the factors listed in b. and c., that employee shall be offered first.

ARTICLE 8 - RECRUITMENT, SELECTION, PLACEMENT, PROMOTIONS AND TRANSFERS

8.1 Notice of all bargaining unit vacancies shall be posted for not less than five (5) working days, prior to the position being filled. Posting locations will be clearly recognizable in each City facility. Should additional facilities be added during the term of this Agreement and such additional facilities include work areas housing members of this unit, additional posting locations will be identified as appropriate. The City also agrees to post non-bargaining unit vacancies below the level of department head, but the remainder of this Article does not apply to such postings.

8.2 The job posting notice, at a minimum, should include the following information, none of which is to be considered as a limitation of the employee's duty assignments once hired:

- A. Title and job description of the position.
- B. Wage range on hiring date.
- C. Work location (general information, subject to change).
- D. Minimum qualifications and any necessary or desirable requirements for the classification or position.
- E. Selection criteria to be used.
- F. Eligibility requirement(s) including education, employment, training or experience, and whether equivalent factors will be recognized.
- G. Address and deadline for filing applications.
- H. Number of hours per day (general information, subject to change)
- I. Regular assigned work times (general information, subject to change)
- J. Statement that the City is an affirmative action equal opportunity employer.

8.3 When a new regular position is created, or an existing regular position becomes vacant, the hiring authority may, at any time during the selection process, fill the position by transfer of a regular non-probationary employee who has the same classification as that of the vacancy. A transfer is a change in an employee's department, division or work location without any change to the employee's classification and rate of pay. Any regular non-probationary employee having the same job classification as that of the vacancy shall be considered for transfer by having filed a request for transfer, on the prescribed form, with the City's Human Resources Department.

8.4 The City may use a single or combination of selection devices to assist in

determining the qualifications of applicants. The form, content and administration of such selection devices shall be at the sole discretion of the City. All examinations shall be under the supervision of the City's Human Resource Department with input from the relevant department director. The City may decide whether there should be only a promotional list, or both a promotional list and also an open competitive list established. Applications shall be accepted only during the period stated in a job posting.

8.5 Applications for promotional examinations will be accepted from the initial posting from regular and part-time employees of the City who meet the qualifications announced in the job posting. Part-time employees will only be considered if there is not a qualified full-time regular employee. Probationary employees, temporary employees and employees in a qualifying period may not apply. Applications for open competitive examinations will be accepted from the general public who meet the qualifications announced in the job posting, should there be no internal candidate to fill the position. If a multi-part selection process is used, applicants must pass the preceding part in order to be admitted to the next part. In open competitive examinations where a multi-part selection process is used, all City employees who pass a preceding part will be admitted to the next part.

8.6 Eligibility lists for the posted vacancy may be established when the selection process is completed. The names of all applicants successfully completing all parts of the selection process will be placed on an eligibility list. However, the decisions regarding whether to establish an eligibility list, and, if so, for what length of time it will be retained, are solely within the discretion of the City.

8.7 Vacancies may be filled following posting of the vacancy from the following sources; transfers or promotions of bargaining unit employees from applicant pools and existing eligibility lists from outside applicants.

8.8 When all qualifications and factors are equal, the bargaining unit vacancies shall be filled by the applicant who has the most City seniority.

8.9 GENERAL PROVISIONS

- A. Involuntary transfers may be made by the City at any time independent of the selection process described in this Article, but may not be made for disciplinary purposes.
- B. Nothing in this Article will preclude the City from filling positions on a provisional or temporary basis pending completion of the selection process. In the event that a vacant position is not to be filled temporarily and a qualified employee exists, except when business needs dictate otherwise, the initial vacancy shall be filled through the temporary assignment of a bargaining employee. The City is not obligated to continue this process for subsequent vacancies created due to the temporary assignment. The selection process for the temporary assignments is not governed by other provisions of this Article.

- C. The non-discriminatory testing and ranking procedures are at the sole discretion of the City.

It is the mutual intent of the City and the Union to improve training and inter-departmental opportunities.

8.10 When a bargaining unit opening is filled, the City, through the Human Resources Department, shall notify the Union, via email, of the employee's name, date of hire, classification and rate of pay.

8.11 The City shall notify the Union, via email, of all posted vacancies prior to the position being filled. Such notice shall include the job description.

ARTICLE 9 - DISCHARGE, DISCIPLINE, AND PERSONNEL FILES

9.1 The right to maintain discipline and efficiency of employees is vested exclusively in the City.

9.2 The City shall have the right to discharge or discipline any employee for cause, but in determining discipline, the City shall not transfer, reassign, reclassify or demote any employee for disciplinary purposes. The City shall be reasonable in determining "cause" in any particular case. The concept of "for cause" includes the principle of progressive discipline for minor offenses. However, the City shall retain the right to skip "steps" of progressive discipline depending upon the gravity of the situation. The imposition of one form of discipline for a certain offense is not to be considered a binding practice as to future cases involving the same or similar offenses.

9.3 The City shall notify the Union within five (5) days after the issuance of a written reprimand.

9.4 The City shall notify the Union of the City's intent to potentially suspend an employee. When suspension is contemplated, the initial phase of the investigation process shall be a meeting wherein the employee and Union representative given the opportunity to respond to the issues raised by the City. The City will provide the employee and the Union, no less than four (4) working days prior to this meeting, with all information they have gathered throughout the investigation of the incident. At the conclusion of this meeting, the City will have five (5) working days to make the determination on potential discipline. The City's decision will be provided to the employee in writing, with a copy to the Union.

9.5 The City may not discharge an employee for cause without first giving the employee and the Union written notice. The City shall notify the Union of the City's intent to potentially terminate an employee. When termination is contemplated, the investigation process shall be a meeting wherein the employee and Union representative are given the opportunity to respond to the issues raised by the City. The City will provide the employee and the Union, no less than four (4) working days prior to this meeting, with all information they have gathered throughout the investigation of the incident(s). At the conclusion of this meeting, the City will have five (5) working days to make the determination on the potential termination or some other form of discipline. The City's decision will be provided to the employee in writing, with a copy to the Union.

9.6 Notwithstanding anything herein to the contrary, the City may place an employee on suspension (with pay) pending investigation of any matter in which disciplinary action is contemplated. In cases of contemplated discharge or suspension concerning misconduct which present possible harm to persons or property or pending criminal charges which adversely and directly affect the City or substantially disrupts City operations, when an employee is suspended pending investigation, the City shall promptly notify them immediately suspend the employee with pay upon giving the appropriate notice in Sections above to the Shop Steward or his/her designee of said suspension.

9.7 Records of disciplinary action, excluding oral warnings, will be retained in the employee's official personnel file for a one-year (1) period, unless other disciplinary action occurs. If one year has passed without any further discipline, the disciplinary record will be removed from the personnel file upon written request of the affected employee when initiated by the employee in writing. After removal from the personnel file, these records will be subject to consideration in conjunction with further discipline for a period of one (1) year from the date of removal. Formal period evaluations are exempt from any removal requirement.

The employee shall have access to his or her personnel file and the employee's representative shall also have access upon prior written authorization of the employee. An employee may insert into the personnel file a rebuttal statement, which is directly in response to written reprimands or other negative commentary in the file.

9.8 Any record of discipline not previously provided to the employee will not be used as a basis for subsequent progressive discipline.

ARTICLE 10 - GRIEVANCE AND ARBITRATION PROCEDURE

10.1 GRIEVANCE

The purpose of the Grievance and Arbitration Procedure shall be to settle all grievances between the City and the Union or a represented employee as quickly as possible to ensure efficiency and promote employee morale. The term "grievance," as used herein, means any alleged violation, misinterpretation or misapplication of this Agreement, any claim of unjust discrimination and any matter or condition affecting health and safety beyond normal working conditions. A grievance may be raised by an individual employee or group of employees covered by this Agreement, or by the Union on behalf of an individual employee or group of employees covered by this Agreement or by the City.

10.2 EMPLOYEE GRIEVANCES

All employee grievances, whether raised by an individual employee or group of employees covered by this Agreement, or by the Union on behalf of an individual employee or group of employees, shall be processed in accordance with the provisions of this Section 10.2. All employee grievances must be submitted to the City, in writing, within fifteen (15) working days after the matter in dispute or disagreement is alleged to have occurred; provided, however, a grievance concerning rates of pay covered by this Agreement shall be presented within fifteen (15) working days of the date the employee could reasonably be expected to discover the alleged improper payment. Complaints not filed within this time limit shall be rendered invalid and not subject to the grievance and arbitration machinery herein established.

Step 1. All employee grievances, whether raised by an individual employee or group of employees covered by this Agreement, or by the Union on behalf of an individual employee or group of employees, shall first be discussed with the Union Steward, employee, and the immediate supervisor within fifteen (15) working days of its occurrence. If the grievance is not settled during this informal discussion, it may be processed to Step 2.

Step 2. Within five (5) working days from the date of informal discussion and the immediate supervisor's response, the Union Business Representative shall present the grievance, in writing, to the relevant department director or his/her designee. The department director or his/her designee shall arrange for a meeting with the Union and make such investigations as are necessary to enable him/her to respond in writing to the aggrieved within seven (7) working days of the receipt of said grievance. If this answer does not resolve the grievance, it may be processed to Step 3.

Step 3. Within five (5) working days from receipt of the written response from the department director or the date the response was due, the Union Business Representative shall present the grievance, in writing, to the City Manager, accompanied by all correspondence on the matter. The City Manager, after consultation with the aggrieved employee and/or Union representative, will then

make a final determination, within seven (7) working days from the date of submission.

Step 4. If a mutually satisfactory settlement cannot be reached between the City Manager and the Union, the Union shall have the right to appeal to binding arbitration, as set forth in Section 10.4, any dispute arising out of the interpretation or application of the Agreement. If the Union elects to do so, it must notify the City Manager of its decision, in writing, within seven (7) working days from the date of expiration of the seven-working day period for settlement with the City Manager.

10.3 CITY GRIEVANCES

All grievances of the City shall be processed in accordance with the provisions of this Section 10.3. City grievances must be submitted to the Union, in writing, within fifteen (15) working days after the matter in dispute or disagreement is alleged to have occurred. Complaints not filed within this time limit shall be rendered invalid and not subject to the grievance and arbitration machinery herein established.

Step 1. Within five (5) working days of receipt by the Union of a written grievance from the City, the Union Business Representative or other representative shall meet with the City Manager or his designee for an informal discussion of the grievance. If the grievance is not settled during this informal discussion, it may be processed to Step 2.

Step 2. Within five (5) working days from the date of informal discussion between the City and the Union, the Union shall provide to the City Manager a written response regarding the City's grievance. If this answer does not resolve the grievance, it may be processed to Step 3.

Step 3. If the City is not satisfied with the Union's response to the City's grievance and/or the Union does not respond in writing as required under Step 2, the City shall have the right to submit its grievance to binding arbitration, as set forth in Section 10.4. If the City elects to do so, it must notify the Union of its decision, in writing, within seven (7) working days from the date of expiration of the period specified in Step 2 of Section 10.3.

10.4 ARBITRATION

Within five (5) working days of receipt by the other party of a written request to submit an unresolved grievance to binding arbitration, the City and Union representative shall jointly request from the Federal Mediation and Conciliation Service the names of seven (7) arbitrators experienced in the field to be arbitrated.

- A. One arbitrator shall be selected by alternately striking names from the list until only one arbitrator remains. The party initiating the grievance and request for arbitration shall make the first strike.
- B. Arbitration shall be pursuant to the rules of the Federal Mediation and Conciliation

Service or the American Arbitration Association as prescribed by the arbitrator selected.

- C. The arbitrator shall have no power to add to, subtract from, or modify the terms of the Agreement or to rule on any matter after this Agreement terminates.
- D. The arbitrator's decision shall be final and binding.
- E. The cost of the arbitrator's fee(s) shall be borne equally between the Union and the City. The cost of the hearing room and cost of a court reporter, if requested by the FMCS arbitrator, shall be borne equally by both Parties. All other expenses shall be paid by the party incurring them.
- F. Should any employee, group of employees, or the City feel aggrieved as a result of the interpretation or application of this Agreement, including the claim of unjust discrimination or any matter or condition affecting health and safety beyond those normally encountered in all phases of normal work requirements, adjustments shall be sought in accordance with the following provisions.
- G. In order to promote harmony, the Union and the City agree that an employee shall first discuss matters in dispute with the immediate supervisor prior to the actual filing of a written grievance. Such discussions may include a Union Steward, should the employee so desire, and should take place as soon as possible after the event giving rise to the dispute or disagreement.
- H. **Step 1.** If the matter is not resolved informally, within five (5) working days from the date of informal discussion with the immediate supervisor(s), but not later than eight (8) working days after the act or omission giving rise to the grievance or the date the employee could reasonably be expected to discover an alleged improper payment, the Union Representative shall present the grievance, in writing to the appropriate director or his representative. The department director or his representative shall arrange for such meetings with the Union and make such investigations as are necessary. The department director shall respond in writing to the aggrieved within ten (10) working days of his receipt of said grievance. If the response does not resolve the grievance, it may proceed to Step 2.
- I. **Step 2.** Within three (3) working days from receipt of the written response from the department director, the Union representative shall present the grievance, in writing, to the City Manager accompanied by all correspondence and existing evidence on the matter. The City Manager or designated representative, after consultation with the aggrieved employee and/or Union representative, will then make a determination within five (5) working days from the date of submission to the employee.
- J. **Step 3.** If a mutually satisfactory settlement cannot be reached between the City Manager, or designated representative, and the Union, the Union or the City shall have the right to each designate a representative to consider all evidence and within five (5) working days thereafter, render a final and binding decision or request

alternate dispute resolution through FMCS. The party seeking such final determination must notify the other of its decision in writing within five (5) working days from the date of the expiration of the five (5) day period for settlement with the City Manager or the grievance shall be deemed withdrawn with prejudice.

- K. **ARBITRATION CONTINUED** In the event the City and Union Representative cannot agree within five (5) days after the receipt of the "Notice" to arbitrate, the parties shall jointly request The Federal Mediation and Conciliation Service for the names of five (5) arbitrators experienced in the field to be arbitrated. One arbitrator shall be selected by alternately striking names from the list and the dispute shall be submitted to the arbitrator then remaining. The party to strike first shall be determined by lot. Such arbitration shall be under the rules of the Federal Mediation and Conciliation Service, or the American Arbitration Association as prescribed by the arbitrator selected.
- L. The Arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement or to rule on any matter after this Agreement terminates.
- M. The Arbitrator retains jurisdiction for a period of 120 calendar days from issuance of an award for the limited purpose of clarifying or interpreting the award. Either party, after first having requested the participation of the other party for a joint request, may unilaterally request clarification or interpretation within sixty (60) calendar days of the date the award was issued. The moving party then has fifteen (15) calendar days to submit any information it wishes to provide for the Arbitrator's consideration. Each party must simultaneously provide to the other party copies of any communications or information submitted to the Arbitrator.
- N. If the Arbitrator finds that the City has discharged an employee without cause and orders reinstatement with back pay, all earnings received by the employee and back wages and benefits for any comparable employment refused by the employee shall be credited against back pay. The employee will provide such evidence regarding the aforementioned terms as is required by the City.

10.5 TIME LIMITS

The Arbitrator's decision shall be final and binding as to all issues submitted for resolution, and related expenses of the arbitration will be shared between the Union and the City. The parties shall bear their own expenses for attorneys, court reporter, and other related arbitration expenses.

Grievances not filed, processed, or responded to within the time limits set forth above and not extended by agreement in writing, shall be deemed waived or admitted, and the grievance shall be irrefutably presumed denied or sustained, as the case may be. However, in no instance will a grievance remedy be implemented that is not consistent with or directly related to a term or condition of this Agreement. Additionally, any grievance waived or admitted through this "default" provisions will NOT be considered precedent setting and

will have no significance in future matters of same or similar nature.

In computing time limits in this article, "working day" shall be defined as a day City main offices are open for business.

Any time limits in this Article may be extended by mutual written consent.

ARTICLE 11 - LABOR/ MANAGEMENT COMMITTEE

11.1 A Committee of the City and Union shall meet quarterly. The meetings will be held at mutually agreed times and places and shall be for the purpose of:

- A. Discussing the administration of this Agreement in conjunction with the City of Mesquite Personnel Policies Manual;
- B. Exchanging general information of interest to the Parties; and
- C. Giving the Union the opportunity to share the views of its members and/or make suggestions on subjects of interest to its members.

11.2 Meetings held pursuant to this Article may be cancelled or postponed and may not be subject to grievance procedure.

11.3 Any issues to be discussed shall be advanced by the requesting party to the other at least seventy-two (72) hours prior to the scheduled meeting time.

11.4 Any conclusions or mutual recommendations of this Committee shall be reduced to writing. It is understood that this Agreement cannot be amended except by decision of the City Council following mutual agreement between the Parties hereto. However, matters of interpretation and clarification can be resolved by written agreement between designated representatives of the City and Union.

ARTICLE 12 - SAFETY AND HEALTH

12.1 The City shall remain in compliance with state and federal law with respect to the health and safety of the employees during their employment. The City shall furnish to employees in the classifications listed below, at the City's expense, any required personal standard safety and protective devices two hundred dollars (\$200.00) per year for safety boots or eighty dollars (\$80.00) for non-slip footwear in areas needed and three hundred dollars (\$300.00) for appropriate work pants, for which the Employees shall thereafter be responsible for maintaining said safety and/or protective devices. Animal Control Officers receive a clothing allowance of one-thousand dollars (\$1000.00) annually. The City will furnish coveralls to employees who are required to participate in crack sealing operations. Certain Departments may also purchase City-identifying shirts for employees use.

Uniform Allowance Eligible Positions	
Animal Control Officer	Animal Control/Receptionist
Automotive Technician I	Building Inspector
Automotive Technician II	Code Enforcement
Automotive Technician III	Collection System Operator
Automotive Technician/Service Writer	Crew Leader
Engineer Technician	Crew Leader/HVAC Technician
Facilities Division Manager	HVAC
Maintenance Worker I	Off-site Inspector
Maintenance Worker II	Parks Superintendent
Maintenance Worker III	Recreation Coordinator
Senior Center Staff	Streets & Drainage Supervisor
Utility Maintenance I	WWTP Operator
Utility Maintenance II	WWTP Operator II
	WWTP Supervisor

12.2 When weather conditions warrant, the City shall make rain gear available for employees.

12.3 The City shall determine the uniform, if any, and the policy for its wear for all employees. The City will provide, and, as necessary, replace said uniforms of its choice, to all applicable employees as needed. Enough uniforms will be provided so that each employee will have a clean uniform for each regular workday.

12.4 Employees shall comply with all safety policies, practices and rules established by the City from time-to-time, and shall cooperate with management in enforcing all safety measures.

12.5 Effective not later than July 1, 2013, Employees in jobs that require safety glasses shall be eligible for an eighty (\$80) allowance per year for prescription safety glasses. This allowance will be provided through a vendor selected by the City. It is mutually agreed that all frames must be ANSI (American National Standards Institute) certified and have side shields for employee

protection.

12.6 Each employee is responsible for the loss of any City-supplied clothing, safety equipment or shoes provided by the City. The City shall replace the above if damaged or destroyed in the course of an employee's work.

12.7 The City shall furnish the employees with ice water and tablets for avoidance of dehydration as reasonably appropriate to weather conditions of heat and/or humidity.

12.8 The City shall continue its current practices with respect to furnishing protection from the elements.

12.9 No employee shall be required to work on any energized electrical potential unless qualified or without the assistance of a qualified person as defined by OSHA. To be a qualified person, the person must understand the construction and operation of the equipment, system or process that he/she has been asked to work on or around as well as how to avoid the associated hazards. The City will provide necessary training, to ensure that all personnel, including non-electrical tradespersons, are properly trained.

12.10 The City will partner with management toward the continuing objective of providing a safe and healthy working environment for all employees and making all reasonable provisions for the safety and health of employees and the public.

12.11 The fringe benefit of a free family membership at the Mesquite Recreation Center will continue through the term of this Agreement.

12.12 The City agrees to waive, after an insurance payment, any applicable balance due or charges related to City provided ambulance service, transportation by City ambulance or medical treatment provided by City ambulance service to employees and their immediate family members.

ARTICLE 13 - MANAGEMENT RIGHTS

13.1 RETENTION OF MANAGEMENT PEROGATIVES

Except as expressly modified or restricted by a specific provision of this Agreement, the management of the City and the direction of the work force, including but not limited to, the services performed; the location of the work force; the schedules and fair standards of employee performance; the schedules and hours of shifts; the methods, processes, and means of providing services; the processes, services; and materials to be purchased, contracted and sub-contracted; the right to hire, promote, demote, and transfer employees, to establish reasonable rules of conduct, to discharge or discipline for cause, and maintain the efficiency of employees are the sole and exclusive rights and responsibilities of the City. The City's failure to exercise any right, prerogative or function hereby reserved to it, or the City's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the City's right to exercises such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

13.2 NON-MANDATORY SUBJECTS OF BARGAINING

The Union acknowledges that in respect to any non-mandatory subjects of bargaining, as defined in NRS 288.150, which are included in this Agreement, the City is not waiving, or in any way limiting its rights under NRS 288.150 to refuse to bargain over non-mandatory subjects during these or in future negotiations of this Agreement. The right pursuant to NRS 288 to take whatever actions may be necessary to carry out its responsibilities in situations of emergency such as riot, military action, natural disaster, fiscal emergency or a civil disorder.

Except as expressly modified or restricted by a specific provision of this Agreement, the management of the City and the direction of the work force, including but not limited to, the services performed; the location of the work force; the schedules and fair standards of employee performance; the schedules and hours of shifts; the methods, processes, and means of providing services; the processes, services; and materials to be purchased, contracted and sub-contracted; the right to hire, promote, demote, and transfer employees, to establish reasonable rules of conduct, to discharge or discipline for cause, and maintain the efficiency of employees are the sole and exclusive rights and responsibilities of the City. The City's failure to exercise any right, prerogative or function hereby reserved to it, or the City's exercises of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the City's right to exercises such right, prerogative, or function or preclude it from exercising the same insome other way not in conflict with the express provisions of this Agreement.

ARTICLE 14 - STRIKES AND LOCKOUTS

14.1 The Union, on behalf of itself, its members, agents, and the employees it represents, hereby pledges not to strike (as defined in NRS 288.070) nor to call, authorize, participate or engage in a strike, including but not limited to any picketing, sympathy strike work stoppage, slow-down or sit-down against the City under any circumstances.

14.2 This Agreement is a guarantee by the Parties that for its duration there will be no lock-outs, strikes, suspension of work, slow-downs, or sick-outs, and that all complaints, grievances, or disputes arising out of the interpretation of this Agreement will be settled pursuant to the Grievance and Arbitration Procedures contained in Article 10 of this Agreement.

14.3 Nothing contained herein is intended to require performance of duties under circumstances in which there is a reasonable likelihood of injury to the employee.

ARTICLE 15 - CHECK-OFF

15.1 The City agrees to deduct from the paycheck of each employee within the bargaining unit who has signed an authorized payroll deduction card, such amount as has been designated by the Union as Union dues and initiation fees and is so certified to the City, in writing, to be the current rate of membership dues. The City will be notified of any change in the rate of membership dues thirty (30) days prior to the effective date of such change.

15.2 The employee's authorization for such deductions is revocable subject to the conditions outlined on the check-off authorization or upon termination of employment.

15.3 Such funds shall be remitted by the City to the Treasurer of the Union within fifteen (15) days after such deductions. The employee's authorization for such deduction is revocable subject to the conditions outlined on the check-off authorization or upon termination of employment.

15.4 If any controversy arises on account of such deductions and such deduction were erroneously authorized or approved by the Union, the Union will furnish, at no expense to the City, competent legal counsel of the City's choosing and the Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

15.5 The City will not be required to honor any monthly deduction authorizations that are delivered to the payroll section after the beginning of the pay period during which the deductions should start.

15.6 The Union agrees to refund to the City any monies paid to it in error on account of the payroll deduction provisions herein upon presentation of proper evidence thereof.

ARTICLE 16 - WARRANTY OF AUTHORITY

The officials executing this Agreement on behalf of the City and on behalf of the Union hereby warrant and guarantee that they have the authority to act for, bind and collectively bargain on behalf of the organizations, which they represent during the term of this Agreement.

ARTICLE 17 - SAVINGS CLAUSE

Should any valid federal or state law or final determination of any administrative agency or court of competent jurisdiction affect any provision of this Agreement, the provision or provisions so affected shall be made to conform to the law or determination, and otherwise this Agreement shall continue in full force and effect. It is agreed that, in the event of a provision that this Agreement is so judged to be invalid or unlawful, the City and the Union shall meet immediately and commence negotiations to modify and bring the invalidated provision into compliance.

ARTICLE 18 - FIDELITY BOND

When the city requires a fidelity bond of any employee, the premium of said bond shall be paid by the City.

ARTICLE 19 - INDEMNIFICATION FOR ORDINARY NEGLIGENCE

Except for instances of gross or wanton negligence or intentional or reckless misconduct by a bargaining unit employee, the city shall indemnify all the affected bargaining unit employee(s) from liability arising from accidents occurring while in performance of their official duties from claims brought by the public as well as other city employees.

ARTICLE 20 – INSURANCE

A Health and Welfare Taft-Hartley Trust known as Teamsters Security Fund for Southern Nevada, Local 14 has been established by an agreement and Declaration of Trust dated October 1, 2014.

The Employer agrees to abide by said Agreement and Declaration of Trust and, further, to make payments to the Fund in the amount designated below for such benefits as determined by the Trustees. The current benefits (“Benefits”) provided by the Fund per Trustee actions are comprehensive medical, dental, and vision benefits. Additional benefits include Employee Assistance (EAP) and Life Insurance. Employer agrees to make contributions and seek refunds of contributions to the Fund per the provision outlined in Appendix A of this Agreement.

The Employer monthly contributions to the Fund for the term of this Agreement are:

Effective Date	7/1/19	7/1/20	7/1/21
Employer	\$1020	\$1020	\$1050

20.1 The City shall transmit monthly the premium amount to the insurance program designated in writing by the Union.

20.2 The open enrollment period for the Health and Welfare Insurance Plan will occur during the months of October and November each year.

20.3 The Union also agrees to accept all other City employees, officers, and elected officials into the Union's health insurance plan during the term of this Agreement for the same dollar amount as contributed on behalf of Union members, pursuant to the terms of this Agreement.

ARTICLE 21 - COMPENSATION FOR SERVICE INCURRED ACCIDENT OR ILLNESS

Since Nevada State Law prescribes all employees to be covered under worker's compensation benefits, payment for medical and surgical treatment as well as compensation for lost work time, return to work and other benefits associated with industrial injury or injury shall be as determined pursuant to applicable chapters of the Nevada Revised Statutes and the Nevada Administrative Code.

ARTICLE 22 - PENSION/ RETIREMENT

22.1 All employees covered by this Agreement shall participate in the Public Employees Retirement System of the State of Nevada in accordance with the rules of that system.

22.2 The City agrees to pay one hundred (100%) of contributions to Public Employees Retirement System ("PERS") as it changes from time-to-time.

22.3 The City shall comply with all provisions of NRS 286.421 for the purpose of payment of the employee's retirement contribution, but will not pay for the purchase of eligible service.

ARTICLE 23 - TIME RECORDS

23.1 The employee shall sign and submit to the employee's supervisor a time sheet or time card, as directed by the Employer City, indicating the exact hours worked daily. The City reserves the right to request additional information concerning the time sheet or time card, as it the City deems necessary.

23.2 The department director or designee shall verify the accuracy of each time sheet, or time card, and shall sign and submit it to the Payroll Office.

ARTICLE 24 - HOLIDAYS

24.1 The City shall observe the following holidays:

New Year's Day (January 1)
Martin Luther King, Jr. Birthday (3rd Monday in January)
President's Day (3rd Monday in February)
Memorial Day (Last Monday in May)
Independence Day (July 4)
Labor Day (1st Monday in September)
Nevada Day (Last Friday in October)
Veterans Day (November 11)
Thanksgiving Day (4th Thursday in November)
Family Day (Day after Thanksgiving)
Christmas Eve (December 24)
Christmas Day (December 25)

Any day that may be declared by the Governor as a legal holiday and confirmed by City Council shall be considered as an additional paid holiday. If any of the above holidays falls on an employee's scheduled day off, the employee will receive 8 hours of holiday pay at their regular pay rate excluding any pay premiums.

24.2 An employee will be entitled to holiday pay if they are in pay status on the last working day before, and on their first working day after, the holiday.

24.3 If a holiday occurs during an employee's annual leave, it will be paid as holiday and not charged against accrued annual leave.

24.4 Eligible employees who are able to take the holiday off shall receive pay equal to their established workday at their regular hourly rate, including shift differential, as holiday pay.

24.5 The City may, at its discretion, require employees to work on a holiday. An employee required to work on a holiday shall receive, in addition to their holiday pay, pay at the applicable overtime hourly rate, for hours worked on that day.

ARTICLE 25 - ANNUAL LEAVE

25.1 Each employee is entitled to paid annual leave.

25.2 Employee will accrue annual leave as specified below:

Forty-hour Schedules		
Years of Service Thresholds	Hours per Pay Period	Annual Hours
Date of hire through 1st year	1.538	40
More than 1 through 5 years	4.615	120
More than 6 through 14 years	6.154	160
15 th year and beyond	7.692	200

25.3 Annual leave shall accrue each pay period, provided that the employee received at least sixty (60) paid hours that pay period.

25.4 Annual leave may be accumulated up to a maximum of two hundred-forty (240) hours on the employee's service date. The City will continue its present practice of notification to employees when their annual leave accrual balance exceeds two hundred-forty (240) hours.

An employee may sell back accrued leave in excess of two hundred and forty (240) hours on their service date if, during the preceding twelve (12) months, the employee, after reasonably timely request(s) to do so, took a minimum of forty (40) hours annual leave as time off.

Annual leave payout will be consistent with the City of Mesquite Personnel Policies Manual.

25.5 Annual leave must be scheduled in advance, whenever possible, and will be scheduled by the City to minimize interference with normal operations. Leave requests shall be acted upon in a timely manner and shall not be unnecessarily delayed. Except for previously scheduled preventive examinations, annual leave shall not be used for disability leave purposes unless all disability leave is exhausted. Annual leave scheduled and approved in advance will be considered time worked for the purpose of calculating overtime. Approved in advance is defined as approval from the employee's supervisor/manager prior to the end of the previous days shift.

25.6 Annual leave shall be paid at the employee's regular rate of pay in effect on the shift immediately preceding the day the leave commences.

An employee shall accumulate paid annual leave on a pay period basis. Upon separation from employment with the City, employees with more than one (1) year of service and who voluntarily resign or are terminated for reasons other than with cause, and upon termination of their employment shall be paid for all accumulated leave time not previously taken. Probationary employees are not entitled to payment for leave upon separation.

25.7 LEAVE REQUEST RESCINDED

Except in the case of emergency as determined in the City's sole and absolute discretion, if the City rescinds a previously granted leave request which results in a non-refundable loss to an employee, the employee shall be reimbursed for such non-refundable loss. All airline tickets and receipts evidencing non-refundable expenditures shall be submitted to the City prior to payment. In the case of airline tickets if a fee may be paid for rescheduling of non-refundable airline tickets, the City will pay the rescheduling fee if it is less than the cost of the tickets. An employee is required to advise the City of any such loss immediately upon rescission of any previously granted annual leave and provide documentation of the loss within thirty (30) days thereof. If the employee purchased nonrefundable airline tickets or other non-refundable expenses which may be used at a future date, the City Manager will determine employee eligibility for reimbursement on a case-by-case basis.

ARTICLE 26 - BEREAVEMENT LEAVE

26.1 Full-time employees will be granted three (3) working days off with pay in the event of a death in an employee's immediate family. Immediate family shall mean a person listed on the City of Mesquite Consanguinity/Affinity Chart attached hereto as Appendix B. The three (3) shifts may not be consecutive due to an extended time for the actual funeral service and the third shift will not be later than twenty-one (21) days after the death of the immediate family member without approval from the City Manager.

26.2 In compelling circumstances, such as distance between the City and site of the funeral, the employee may be granted up to five (5) days of paid bereavement leave.

ARTICLE 27 - MILITARY LEAVE

27.1 Military leave shall be granted as follows: When an employee enters the Armed Forces of the United States, whether by enlistment or by selective service, the following rules shall apply:

- A. The employee shall be given military leave without pay.
- B. During the period of military service, the employee shall retain all rights to which they are entitled under the provisions of this Agreement and state and federal laws provided that during a period of military leave in excess of thirty (30) days, annual leave or disability leave credit shall not accumulate according to applicable laws.
- C. Reinstatement after the completion of military service. The employee will be restored to their former position or an equivalent position in accordance with Title 38 or the U.S. Code Annotated or any other state or federal law relating to Veterans re-employment rights shall be in accordance with applicable laws.
- D. Persons employed to fill positions becoming vacant under these rules shall hold such positions subject to being transferred to another post, if available, or terminated upon the reinstatement of the returning an employee to their former position in accordance with Subsection (c).
- E. An employee in the competitive service having a reserve status in any of the regular branches of the Armed Services of the United States or Nevada National Guard, upon request to serve under orders for training duty shall be relieved from their duties, upon request, to serve under orders for training duty without loss of pay for a period not to exceed fifteen (15) consecutive working days for 40-hour employees in any one (1) calendar year. The employee shall file with the City, a copy of such orders which includes the date said duty is to commence and the date the duty is to cease. The employee shall receive regular compensation in addition to their military pay. It is understood that this provision is in accordance with NRS 281.145. An employee who is an active member of the United States Army Reserve, the United States Naval Reserve, the United States Marine Corps Reserve, the United States Coast Guard Reserve, the United States Air Force Reserve, or the Nevada National Guard shall be granted leave with pay to serve under orders for a period of not more than fifteen (15) working days in any one (1) calendar year. Such leave shall not be counted against the employee's available annual leave. As soon as practicable, the employee shall file with the City a copy of such orders which includes the date said duty is to commence and the date duty is to cease.

ARTICLE 28 - LEAVE OF ABSENCE

28.1 FAMILY AND MEDICAL LEAVE

Family and medical leaves of absence with and without pay shall be granted to eligible classified employees in compliance with the provisions of the Family Medical Leave Act of 1993.

28.2 LEAVES OF ABSENCE WITHOUT PAY

The City may grant leaves of absence without pay for up to six (6) months only for exceptional circumstances and conditions, such as education or prolonged illness, when the appropriate authority determines the granting of such leave is consistent with the good of the City service. Such leaves may be extended for an additional period of up to six (6) months. Such leaves of absence are granted at the discretion of the City. Leaves of absence without pay may be granted when the work of the department will not be impeded by the employee's absence. Disputes arising from this Article are not subject to Grievance and Arbitration Procedure.

ARTICLE 29 - COURT LEAVE

29.1 A leave of absence with pay shall be granted to any employee for the time required in service:

Jury Duty: Employees called but not selected to serve on the jury shall report back to work immediately upon being excused if one-half (1/2) or more of the assigned shift remains at time of being excused. Those Communication Dispatcher on a shift starting at 7:00 PM the day prior to reporting for jury duty will be released with pay for that shift.

- A. In court proceedings when the employee or the employee's spouse or child is a victim of a crime against the person (this is voluntary at the employee's option);
- B. Under subpoena to testify in court or to be deposed as a direct result of performance of the employee's duties with the City of Mesquite. This leave will be at the employee's regular rate for the lost regular hours for the duration of such duty. The employee will sign over to the City any monies paid to employee for jury duty or witness fees. The employee will retain any mileage reimbursement(s).

29.2 Employees involved in other civil, administrative or criminal proceedings may utilize accrued annual leave to attend any meeting, hearings or proceedings required such proceedings or other meetings related thereto.

ARTICLE 30 - SICK LEAVE

30.1 Sick leave will be accrued and determined in accordance with Section 8.2 of the Mesquite Personnel Policies Manual.

30.2 In the event of a leave pursuant to Family Medical Leave, referring to the Family Medical Leave Act of 1993, as amended, an employee's sick leave balance will be charged against any family leave time, in accordance with the Family Medical Leave Act Policy of the City, as contained in the Mesquite Personnel Policies Manual.

30.3 In the event of the death of an employee, one hundred percent (100%) of the employee's unused sick leave shall be paid to the employee's beneficiaries.

30.4 Sick Leave will accrue to a maximum of seven hundred fifty (750) hours as of December 31 each calendar year so long as this is the uniform maximum accrual for all negotiating groups in the City. It is agreed that if any other negotiating group is allowed to accrue a larger number of hours, this Agreement will be revised to the same number of maximum accrual hours as the other group. The revision will be retroactive to the date of this Agreement. Any hours above the maximum accrual as of December 31 in a year will be paid to the employee at his/her regular rate of pay at fifty percent (50%).

30.5 Sick leave may be used by an employee who is:

- A. Incapacitated from the performance of his/her duties by illness or injury; or
- B. Whose attendance is prevented by public health requirements; or
- C. Who is required to absent himself/herself from work to personally care for a member of his/her family as outlined in Appendix B, The City's Consanguinity/Affinity Chart, during family emergencies that require the employee's prompt attention, and for doctor and/or dentist appointments for themselves and immediate family as defined in Appendix B. The City may, at its discretion, require an employee to submit documentation of medical appointments in the event of excessive absences for medical reasons.
- D. Sick leave scheduled and approved in advanced will be considered time worked for the purpose of calculating overtime. Approved in advance is defined as approval from the employee's supervisor/manager prior to the end of the previous days shift.

30.6 With the exception of such sick leave depletion, annual leave shall not be used in place of sick leave except as previously approved.

30.7 When using sick leave, an employee who does not become ill on the job will give as much advance notice of absence as possible and unless precluded by an emergency at least one (1) hour before the beginning of his/her regular shift.

30.8 Any full-time employee who has exhausted his accumulated sick leave may utilize accrued annual leave. Should an employee exhaust both his/her accumulated sick leave and accumulated annual leave, he/she may be granted leave without pay in accordance with applicable laws.

30.9 Employees covered by this Agreement shall be subject to the following requirements for payment of such leave:

- A. The department director or designee may require that an employee submit a certificate signed by a physician in the event of excessive use of sick leave. "Excessive" shall mean in excess of six (6) incidents of personal sick leave in a twelve (12) month period. Use of sick leave for a funeral, a family illness or a scheduled medical or dental appointment shall not constitute a personal incident of sick leave.
- B. Employees shall report to work if recovery of illness is made during normal work hours. Pursuit of any outside gainful employment, personal business, recreation, travel for recreation or non-sick leave purposes, or other such activity when an employee is on such leave is considered evidence of abuse of sick leave unless approved in advance, by the department director or designee.

30.10 Upon separation from employment with the City, employees with more than five (5) years of continuous full-time City service, who voluntarily resign or are terminated for reasons other than with cause, any reason including disciplinary termination, will be paid for accrued sick leave at their base hourly rate at the time of separation as follows:

Years of Service	Percentage of 750 Hours Paid
0-5	Not Eligible
6-10	Fifty Percent (50%)
11-15	Sixty-two- and one-half Percent (62.5%)
16-20	Seventy-five Percent (75%)
21-25	Eighty-seven and one-half Percent (87.5%)
26+	One Hundred Percent (100%)

30.11 Employees found guilty of excessive or misuse of sick leave shall be subject to disciplinary action.

30.12 Employees with one or more years of full-time service who use no more than the sick leave outlined below during the fiscal year shall receive bonus hours credited to their vacation accrual balance in July annually on the following schedule:

Days of Sick Leave Used	Bonus Hours Awarded
Zero (0) to One (1) Day	Eight (8) Hours
One point one (1.1) to two (2) Days	Four (4) Hours

ARTICLE 31 - SHIFT ARRANGEMENTS

31.1 HOURS AND WORKWEEK

The standard workweek is forty (40) hours or the individual's designated work week. Specific schedules of days and hours of work are determined in accordance with business needs within individual divisions or work units. However, most employees will work ten (10) hour days, where possible, based upon a particular job, from 7:00 AM to 5:30 PM with a one-half (1/2) hour lunch period. The normal work week for such employees shall be either Monday through Thursday or Tuesday through Friday, as specified in the sole and absolute discretion of the City. The City reserves the sole and exclusive right to modify work schedules as business needs dictate

Whenever deviations from regular shift hours are necessary, a supervisor shall provide employees with as much advance notification prior to such deviation as possible in the circumstances. Sufficient advance notification is deemed to be a minimum of seventy-two (72) hours. Such advance notification shall not be required for emergency work.

31.2 OVERTIME

One-and-one-half (1-1/2) times an employee's regular hourly rate shall be paid for any hours in paid status in excess of forty (40) in any work week. Employees who are required to work overtime will not be forced to take time off to offset payment of overtime.

The City has the sole right to require overtime services, to determine when overtime shall be worked, and who shall work overtime. However, the City will endeavor to distribute overtime assignments within the applicable classification as equitably as business demands will permit. An overtime roster will be maintained for each work unit. The supervisor will have a copy available for review by work unit employees and a copy will be provided to the Union, if requested. When an employee takes scheduled time off or is off work due to a holiday on a normal work day, the paid time off will count as hours worked for the computation of overtime. Overtime must be authorized by an employee's supervisor prior to the time such work is performed, and all overtime shall be compensated to the next-one quarter (1/4) of an hour. However, if the period of overtime is infrequent and insignificant periods of time beyond the scheduled working hours, which cannot as a practical matter be precisely recorded for payroll purposes, less than seven (7) minutes total, the time is considered 'de minimis' and is not subject to compensation.

31.3 COMPENSATORY TIME

The maximum amount of compensatory time an employee may accrue is one-hundred-twenty (120) hours. In lieu of overtime pay, compensatory (comp) time may be accrued at the employee's option if the employee has a comp time balance that will accommodate the additional time without exceeding the one-hundred-twenty (120) hour maximum.

When an employee opts for comp time instead of overtime pay, the comp time shall accrue at the

same rate the overtime would have been paid.

Compensatory time may be 'cashed out' once a year. Requests must be made with a minimum of five (5) working days' written notice for processing and must be for a minimum of twenty (20) hours.

31.4 SCHEDULED OVERTIME

When an employee is assigned in advance to work overtime outside of (and not in conjunction with) their normally scheduled shift, it shall be considered as scheduled overtime and paid at time and one half the employees' base hourly rate plus shift differential if applicable.

In scheduling such overtime, the employee shall be provided a minimum of sixteen (16) hours' notice prior to the start of the scheduled overtime and prior to the employee leaving their last shift; otherwise, such work shall be considered a call out subject to the premium pay. It is understood that this provision excludes overtime hours when the employee works as an extension of their regular shift.

31.5 WORK THROUGH OVERTIME

Overtime that is worked whether immediately before or after an employee's regular shift, whether or not previously scheduled, is considered work thru overtime and paid at time and one half the employees' base hourly rate plus shift differential if applicable.

± However, when work through overtime is scheduled in advance and then cancelled, employees shall receive a minimum of two (2) hours overtime pay unless the employee is given notice of the cancellation prior to the end of shift of the day before the overtime was scheduled to be worked.

31.6 CALL OUT OVERTIME

An off-duty employee called out to work is paid at time and one half the employees' base hourly rate plus shift differential if applicable with a minimum two (2) hours of overtime guaranteed.

- A. Employees shall be paid on an overtime basis for a minimum of two (2) hours per call out except in the following instances:
 - a. When the call out runs into an employee's normal work shift, the employee shall be paid at the overtime rate only up to their normal start time at which time they are paid the applicable base hourly rate.
 - b. When an employee actually works less than two (2) hours on the initial call out and is then called out a second time within the initial two (2) hour period, there will be no additional overtime pay unless the aggregate time worked for both occurrences exceeds two (2) hours.

An employee will be eligible for call out pay if he is in route to or arrives at the designated destination prepared to work and the call out is canceled; however, the employee is eligible for call out pay of one (1) hour if he is notified of the cancellation of such call out prior to the employee leaving his residence.

The City shall adopt a reasonable system for fairly distributing call out assignments within the applicable classification(s).

31.7 CALL BACK OVERTIME

Call-back overtime is defined by the Nevada Public Employees Retirement System (PERS) as overtime that is scheduled after the employee is no longer in pay status, is called to report to work and must report within twelve (12) hours of the time of call. For employees enrolled in Nevada PERS prior to July 1, 2008, this overtime is considered PERS-eligible compensation.

ARTICLE 32 - LUNCH AND BREAK PERIODS

32.1 The normal shift schedule for employees shall include an unpaid lunch period of one-half (1/2) hour to one (1) hour, depending upon the needs of the department involved.

32.2 Employees shall receive two (2) fifteen-minute paid break periods each day; one (1) break period before the lunch period and one (1) break period after the lunch period. Specific break periods may be scheduled by an employee's supervisor to ensure that work needs are met and several employees may take breaks at the same time as long as it does not disrupt service to the public. Break periods will not be scheduled within one (1) hour of starting time, lunch breaks, or quitting time. Employees not at their primary job site are expected to use their best judgment in meeting work requirements and taking breaks consistent with the intent of this provision.

32.3 Employees working overtime are entitled to breaks, or rest periods in the following instances;

- A. Employees who have worked more than three (3) hours of overtime immediately prior to the beginning of the regular scheduled shift are entitled to a fifteen (15) minute paid break period prior to beginning the regular shift.
- B. Employees who are working overtime at the end of the shift that is anticipated to last more than the three (3) hours are entitled to a fifteen (15) minute paid break period prior to beginning the overtime work.
- C. Employees working overtime on a scheduled day off are entitled to a fifteen (15) minute paid break for every four (4) hour work period, or major fraction thereof. Such breaks are to be taken near the middle of such work period and may not be 'tagged on' to the period of overtime for purposes of compensation.
- D. Employees working a full shift of overtime will be entitled to the breaks and lunch period that they would have on a normal work day.

ARTICLE 33 – WAGES, CLASSIFICATIONS & RATES OF PAY

33.1 DETERMINING CLASSIFICATIONS/RATES OF PAY

Newly created job classifications in the bargaining unit and any changes to the job classifications as set forth in Appendix A, are subject to discussion with the Union prior to implementation. The City shall notify the Union, in writing, of any proposed new or modified job classifications. The Parties shall meet promptly, but no later than ten (10) working days following notification if the position is vacant, or thirty (30) days if it is not vacant, before any City action is taken.

The City shall have the exclusive right to determine the duties, responsibilities, qualifications and description of new or revised job classifications.

Wage rates for newly created job classification and for changed classifications shall be comparable, based upon job duties and responsibilities with the wage assignments contained in this Agreement. Disputes under this provision are subject to Grievance and Arbitration Procedures.

33.2 RECLASSIFICATION REQUESTS

Employees may request a reclassification study if they reasonably believe their duties and/or responsibilities of their position have changed significantly. Such request shall be submitted in writing to the Human Resources Department.

If the request is deemed appropriate by the Human Resources Department, that Department shall conduct a job audit of the position and shall respond in writing as to its estimate of when the audit can be completed.

The employee and the Union shall be provided with a written decision upon completion of the audit which shall include the reasons for the City's decision.

If a position is reclassified, the effective date of the reclassification is upon approval of the City Manager.

33.3 PAY ADMINISTRATION

Except in circumstances specifically indicated otherwise in (a) through (f) below, no regular employee will be paid below the entry rate for a position nor shall any wage rate exceed the merit maximum for the position.

- A. Promotion. Employees who are promoted to a new job classification in a higher salary range shall receive a promotional increase to the Step that provides a minimum of a five percent (5%) increase or to the entry level of the new range, whichever is greater. If the new Grade is not sufficient to permit a five percent (5%) increase, the employee will be paid at the topped-out wage of the new range.

- B. Transfer. When an employee transfers to a different position, whether the same or a different title/classification, but in the same salary range, the employee shall retain the same rate of pay.
- C. Reinstatement. When an employee is reinstated to a position upon return from a layoff (recall) or an extended leave of absence, the salary rate shall be established as the same rate the employee was earning immediately prior to the layoff/leave of absence, subject to any economic adjustment. If the employee is reinstated to a position in a lower grade/range than previously held, the employee will be paid the rate of pay in effect for the newly reinstated position at the beginning range of the grade. However, if the employee is reinstated to a different position in the department, he/she was employed in prior to the layoff or extended leave of absence, the salary rate shall be established as the same rate the employee was earning immediately prior to the layoff/leave of absence, subject to any economic adjustment.
- D. Demotion. If an employee is demoted, whether voluntarily or involuntarily (including the avoidance of a layoff), the employee will be paid the rate of pay in effect for the newly demoted position at the beginning of the grade.

If an employee is returned, or demoted, to a former or comparable job classification after or during the qualifying period following a promotion, the employee shall be paid the rate of pay in effect immediately prior to the promotion, including any economic adjustments.

- E. Reclassification. In the event that a position with an incumbent is re- classified to a different salary range, the following applies:
 - a. If the reclassification results in a higher salary range, the incumbent is not given a salary adjustment at the time of the reclassification unless the employee's salary is lower than the new entry level for the position, in which case the employee's salary is adjusted to the entry level.
 - b. If the reclassification results in a lower salary range and the employee's salary is higher than the merit maximum of the new range, the employee's salary will remain at the current level until exceeded by the merit maximum.
 - c. In either of the above instances, the employee's previously established merit review cycle remains unchanged.
- F. Leave Payouts. Yearly annual and sick leave payouts will be included in the first (1st) check in November each year.
- G. Longevity Payment. Employees will receive their annual longevity payment in the first (1st) check in November each year. Employees who have reached their anniversary date in a calendar year, and end their employment with the City during that calendar, will receive their longevity payment in their final check.

33.4 WORK OUT OF CLASS

When an employee is assigned for a full day, on a temporary basis, to a higher classification, the pay increment will be five percent (5%), except for positions responsible for supervision. Temporary assignments in supervisory/managerial classifications will receive ten percent (10%). If the percentage increase falls below the entry for the higher classification, the employee will be paid at the entry level.

Pay increments are for assignments consistent with minimum performance requirements and are paid as follows:

- A. The pay increment will be applicable at the beginning of each full day worked in the higher classification. Should an employee work overtime during the assigned period, such overtime shall be paid at the temporary assignment rate only if the work being performed is applicable to the higher classification. Previously scheduled appointment or emergencies requiring leave or less than two (2) hours duration will not cause the loss of the 'full day' status.
- B. If a holiday falls during the assignment, the employee will receive holiday pay at the higher rate if the employee works in the higher classification both the last working day before and the first working day after the holiday.
- C. When an assignment is made, the supervisor will confirm such an assignment to the employee in writing 'for the record.' In no event will the City reschedule employees under this provision solely to avoid the payment of the premium provided herein.

33.5 SALARY/WAGES

The City and Union agree to the wage schedules included in this Agreement as Exhibit D. The movement within these schedules is defined in Exhibit D.

33.6 SHIFT DIFFERENTIALS

Those employees whose 51% of the hours regularly worked falls after 2:00 p.m. shall receive a four percent (4%) swing shift differential added to their base pay. Those employees whose 51% of the hours regularly worked fall after 5:00 p.m. shall receive a six percent (6%) night shift differential added to their base pay.

- A. Shift differential pay is temporary monetary compensation paid to the Bargaining Unit personnel assigned to the shifts indicated above. Shift differential shall continue to be paid during vacation leave, sick leave, other paid leaves, and while temporarily assigned to another shift.

33.7 LEAD PAY

Any employee assigned lead responsibilities in the absence of the manager/supervisor will receive an additional 5% added to their base pay for all hours worked in that capacity. Absence is defined as not in the work area, not available to take phone calls and requires the employee

assigned as lead to make decisions that would normally be made by the manager/supervisor.

33.8 TRAINING PAY

Employees assigned to train other employees receive an additional five percent (5%) differential pay for the hours they actually performing training duties.

ARTICLE 34 - PAYDAY

34.1 Payday shall be bi-weekly except for circumstances beyond the control of the City.

34.2 Employees shall be paid prior to the end of their assigned shift, no later than the first Thursday following the closing of the pay period.

ARTICLE 35 - SERVICE RECOGNITION /LONGEVITY

Employees hired by the City before the Ratification Date of this Agreement by the Parties shall receive service recognition according to the following scale:

Every employee who has completed three (3) years of service as of December 31 shall receive service recognition to be paid on the first pay date in December as follows:

- 3 - 9 years of service, the employee will receive \$100.00 for each year of service.
- 10 - 19 years of service, an employee will receive \$125.00 for each year of service.
- 20 - over years of service an employee will receive \$150.00 for each year of service.

Such pay is not part of base pay for purposes of computing leave cash outs, or any other payments.

ARTICLE 36 - MEAL POLICY

The City will provide meals for employees working during an emergency if the employees are unable to leave the job site due to the emergency.

ARTICLE 37 - NON-DISCRIMINATION

The City and Union will comply with all applicable federal and state laws and executive orders pertaining to non-discrimination and equal employment opportunities.

ARTICLE 38 - OUTSIDE EMPLOYMENT

38.1 All employees covered by the Agreement and wishing to work another job in conjunction with the employee's current position with the City must receive prior written approval from the Department Director.

38.2 All requests for and performance of outside employment shall conform to the requirements of City Policy 3.19.

ARTICLE 39 - RESIDENCY REQUIREMENT

Should the City wish to re-establish a residency requirement; the City agrees to meet with the Union for the purpose of negotiating the residency parameters.

ARTICLE 40 - EDUCATIONAL ASSISTANCE

40.1 Educational assistance to employees in the bargaining unit will be that set forth in Section 5.14 of the Mesquite Personnel Policies.

40.2 The City shall pay all applicable certification fees or expenses required to perform the job. This includes CDL license and renewal, as well as medical exams.

ARTICLE 41 - SOLE AND ENTIRE AGREEMENT

41.1 The Parties agree that they have negotiated fully with respect to all mandatory subjects of bargaining and that this Agreement constitutes the Parties' complete and final understanding, except for Letters of Understanding attached to this Agreement or such additional Letters as the Parties may sign.

41.2 The City and Union agree that each shall pay one-half (1/2) the cost of printing this Agreement.

ARTICLE 42 - DURATION OF AGREEMENT

42.1 This Agreement shall have a term dating from July 1, 2019 through June 30, 2022. The term "Effective Date" of this Agreement shall be the date of approval by the Mesquite City Council.

42.2 In the event either Party desires to open negotiations concerning a subject beyond the term of this Agreement, written notice of such desire shall be given on or before February 1, 2022.

42.3 In the event the Parties cannot negotiate a new Agreement to be effective retroactive to July 1, 2022, it is agreed that the Parties shall comply with statutory impasse procedures.

42.4 Each party reserves its rights established by Chapter 288 of the Nevada Revised Statutes, as amended.

The City agrees that it will not layoff, nor threaten employees of layoff, any employees covered under the CBAs during the term of this Agreement. In the event the City suffers unforeseen decreases in revenue or mandatory increases in City services, the City will request meetings with the Union to discuss and negotiate the economic situation. However, the City retains the ultimate decision regarding layoffs if the City and Union are unable to negotiate concessions to avoid layoffs. The City reserves sole right to determine appropriate employment level based on workload and to determine whether to fill positions that may become vacant due to natural attrition.

CITY OF MESQUITE, NEVADA

By: _____
Allan Litman, Mayor

ATTEST:

By: _____
Tracy E. Beck, City Clerk

APPROVED AS TO FORM:

By: _____
Robert Sweetin, City Attorney

GENERAL SALES DRIVERS, DELIVERY DRIVERS, AND HELPERS & REPRESENTING THE PUBLIC SECTOR TEAMSTERS LOCAL UNION NO. 14

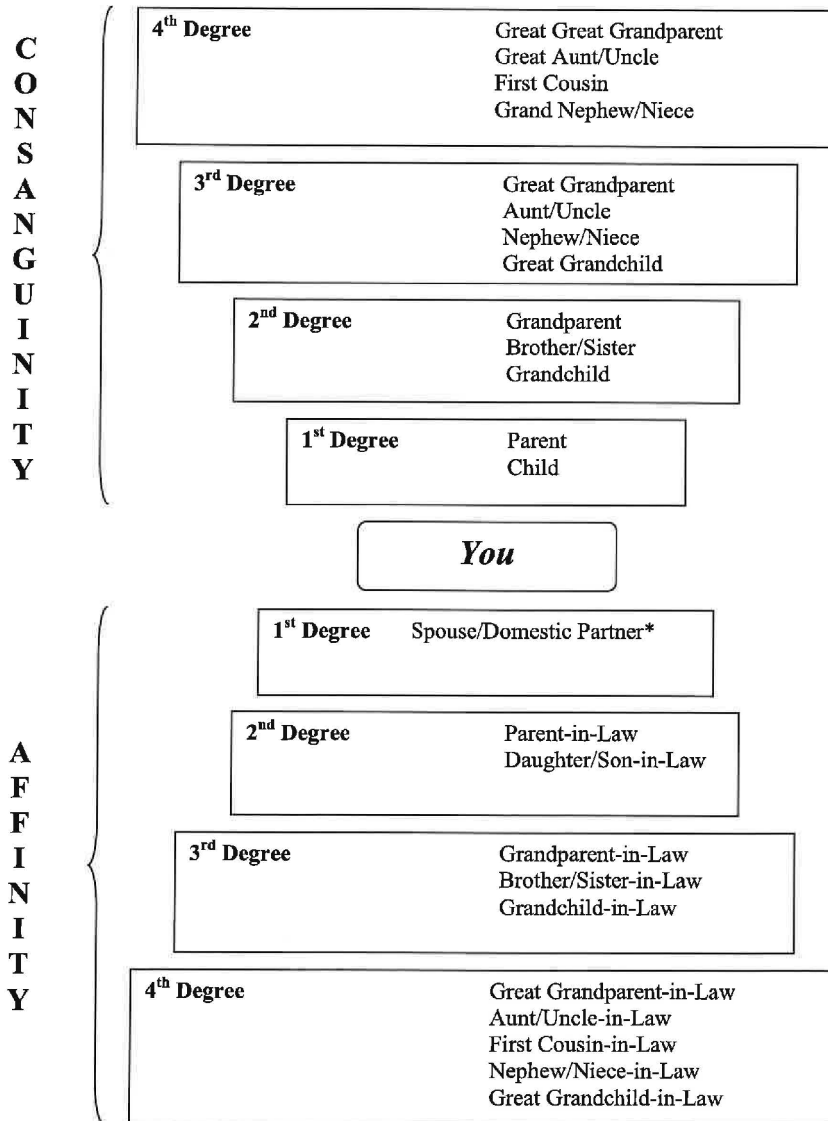
By: _____
Larry R. Griffith, Secretary-Treasurer, CEO

APPENDIX A –JOB CLASSIFICATION CHART

Classifications		Classifications
Accounts Payable/Payroll Technician		Museum Coordinator
Alternative Sentencing Specialist		Off-Site Inspector
Animal Control Officer		Paralegal
Animal Control Officer I /Receptionist		Parks Crew Leader
Automotive Technician I		Parks Superintendent
Automotive Technician II		Permit Technician I
Automotive Technician/Service Writer		Permit Technician II
Building Inspector I		Programmer Analyst II/GIS
Business License/Assistant Planner		Records/Evidence Clerk
Communication Dispatcher		Recreation Coordinator
Communication Dispatcher Supervisor		Recreation Customer Service Representative
Court Clerk I		Recreation Superintendent
Court Clerk II		Sanitation Billing Clerk
Customer Service Representative		Senior Planner
Education & Recreation Specialist		Senior Program Assistant
Engineer Technician I		Senior Services Supervisor
Executive Assistant		Streets & Drainage Supervisor
Executive Assistant/Sanitation Billing Supervisor		Utility Maintenance Worker I
Executive Administrative Assistant/Supervisor		Utility Maintenance Worker III
Facility Maintenance Worker III		Wellness & Fitness Coordinator
Grants Writer/Collection Specialist		WWTP Collection Systems Operator IV
Head Nutrition Cook		WWTP Operator II
HVAC Technician II		Utility Maintenance Worker III
IT Specialist II		Wellness & Fitness Coordinator
Maintenance Worker I		WWTP Collection Systems Operator IV
Maintenance Worker II		WWTP Operator II
Maintenance Worker III		

APPENDIX B –CONSANGUINITY/AFFINITY CHART

City of Mesquite Consanguinity / Affinity Chart



Note: Step relationships (step-brother, step-father, etc.) are considered to be the same as blood relationships.

* Registered Domestic Partnership with the Secretary of State

APPENDIX C –DEPARTMENT/DIVISION CHART

Department	Division
Athletics & Leisure	
	Administration
	Parks
	Recreation
Attorney	
	Attorney Administration
City Council	
	City Council
City Manager	
	Administration
	City Clerk
	Information Technology
	Museum
	Senior Services
Development Services	
	Administration
	Building
	Environmental Planning
	Planning
Fire & Rescue	
	Administration
	Fire & Rescue
Finance	
	Finance Administration
Human Resources	
	Human Resource Administration
Municipal Court	
	Municipal Court

Police	
	Administration
	Animal Control
	Corrections
	Dispatch
	Officers
Public Works	
	Administration
	Facilities
	Sanitation
	Streets & Drainage
	Vehicle Maintenance

APPENDIX D –WAGE SCALE CHART

Non-Supervisor, M1 and M2 Wage Schedule: July 1, 2019 through June 30, 2020													
Step Increase Percentage		4%		4%		4%		5%		5%		5%	
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	
Grade	9	\$ 11.830	\$ 12.303	\$ 12.795	\$ 13.307	\$ 13.972	\$ 14.671	\$ 15.405	\$ 16.175	\$ 16.984	\$ 17.833	\$ 18.724	
Grade	10	\$ 12.430	\$ 12.927	\$ 13.444	\$ 13.982	\$ 14.681	\$ 15.415	\$ 16.186	\$ 16.995	\$ 17.845	\$ 18.737	\$ 19.674	
Grade	11	\$ 13.050	\$ 13.572	\$ 14.115	\$ 14.679	\$ 15.413	\$ 16.184	\$ 16.993	\$ 17.843	\$ 18.735	\$ 19.672	\$ 20.655	
Grade	12	\$ 13.700	\$ 14.248	\$ 14.818	\$ 15.411	\$ 16.181	\$ 16.990	\$ 17.840	\$ 18.732	\$ 19.668	\$ 20.652	\$ 21.684	
Grade	13	\$ 14.380	\$ 14.955	\$ 15.553	\$ 16.176	\$ 16.984	\$ 17.834	\$ 18.725	\$ 19.661	\$ 20.645	\$ 21.677	\$ 22.761	
Grade	14	\$ 15.110	\$ 15.714	\$ 16.343	\$ 16.997	\$ 17.847	\$ 18.739	\$ 19.676	\$ 20.660	\$ 21.693	\$ 22.777	\$ 23.916	
Grade	15	\$ 15.860	\$ 16.494	\$ 17.154	\$ 17.840	\$ 18.732	\$ 19.669	\$ 20.652	\$ 21.685	\$ 22.769	\$ 23.908	\$ 25.103	
Grade	15A	\$ 15.930	\$ 16.567	\$ 17.230	\$ 17.919	\$ 18.815	\$ 19.756	\$ 20.744	\$ 21.781	\$ 22.870	\$ 24.013	\$ 25.214	
Grade	16	\$ 16.650	\$ 17.316	\$ 18.009	\$ 18.729	\$ 19.665	\$ 20.649	\$ 21.681	\$ 22.765	\$ 23.903	\$ 25.099	\$ 26.354	
Grade	16A	\$ 16.730	\$ 17.399	\$ 18.095	\$ 18.819	\$ 19.760	\$ 20.748	\$ 21.785	\$ 22.875	\$ 24.018	\$ 25.219	\$ 26.480	
Grade	16B	\$ 16.810	\$ 17.482	\$ 18.182	\$ 18.909	\$ 19.854	\$ 20.847	\$ 21.889	\$ 22.984	\$ 24.133	\$ 25.340	\$ 26.607	
Grade	17	\$ 17.490	\$ 18.190	\$ 18.917	\$ 19.674	\$ 20.658	\$ 21.690	\$ 22.775	\$ 23.914	\$ 25.109	\$ 26.365	\$ 27.683	
Grade	17A	\$ 17.570	\$ 18.273	\$ 19.004	\$ 19.764	\$ 20.752	\$ 21.790	\$ 22.879	\$ 24.023	\$ 25.224	\$ 26.485	\$ 27.810	
Grade	18	\$ 18.360	\$ 19.094	\$ 19.858	\$ 20.653	\$ 21.685	\$ 22.769	\$ 23.908	\$ 25.103	\$ 26.358	\$ 27.676	\$ 29.060	
Grade	19	\$ 19.280	\$ 20.051	\$ 20.853	\$ 21.687	\$ 22.772	\$ 23.910	\$ 25.106	\$ 26.361	\$ 27.679	\$ 29.063	\$ 30.516	
Grade	20	\$ 20.240	\$ 21.050	\$ 21.892	\$ 22.767	\$ 23.906	\$ 25.101	\$ 26.356	\$ 27.674	\$ 29.057	\$ 30.510	\$ 32.036	
Grade	21	\$ 21.260	\$ 22.110	\$ 22.995	\$ 23.915	\$ 25.110	\$ 26.366	\$ 27.684	\$ 29.068	\$ 30.522	\$ 32.048	\$ 33.650	
Grade	22	\$ 22.310	\$ 23.202	\$ 24.130	\$ 25.096	\$ 26.351	\$ 27.668	\$ 29.051	\$ 30.504	\$ 32.029	\$ 33.631	\$ 35.312	
Grade	23	\$ 23.430	\$ 24.367	\$ 25.342	\$ 26.356	\$ 27.673	\$ 29.057	\$ 30.510	\$ 32.035	\$ 33.637	\$ 35.319	\$ 37.085	
Grade	24	\$ 24.600	\$ 25.584	\$ 26.607	\$ 27.672	\$ 29.055	\$ 30.508	\$ 32.033	\$ 33.635	\$ 35.317	\$ 37.083	\$ 38.937	
Grade	25	\$ 25.830	\$ 26.863	\$ 27.938	\$ 29.055	\$ 30.508	\$ 32.033	\$ 33.635	\$ 35.317	\$ 37.083	\$ 38.937	\$ 40.884	
Grade	26	\$ 27.130	\$ 28.215	\$ 29.344	\$ 30.518	\$ 32.043	\$ 33.646	\$ 35.328	\$ 37.094	\$ 38.949	\$ 40.896	\$ 42.941	
Grade	27	\$ 28.480	\$ 29.619	\$ 30.804	\$ 32.036	\$ 33.638	\$ 35.320	\$ 37.086	\$ 38.940	\$ 40.887	\$ 42.931	\$ 45.078	
Grade	28	\$ 29.900	\$ 31.096	\$ 32.340	\$ 33.633	\$ 35.315	\$ 37.081	\$ 38.935	\$ 40.882	\$ 42.926	\$ 45.072	\$ 47.326	
Grade	29	\$ 31.410	\$ 32.666	\$ 33.973	\$ 35.332	\$ 37.099	\$ 38.954	\$ 40.901	\$ 42.946	\$ 45.094	\$ 47.348	\$ 49.716	
Grade	30	\$ 32.970	\$ 34.289	\$ 35.660	\$ 37.087	\$ 38.941	\$ 40.888	\$ 42.933	\$ 45.079	\$ 47.333	\$ 49.700	\$ 52.185	
Grade	M1	\$ 21.980	\$ 22.859	\$ 23.774	\$ 24.725	\$ 25.961	\$ 27.259	\$ 28.622	\$ 30.053	\$ 31.555	\$ 33.133	\$ 34.790	
Grade	M2	\$ 24.610	\$ 25.594	\$ 26.618	\$ 27.683	\$ 29.067	\$ 30.520	\$ 32.046	\$ 33.649	\$ 35.331	\$ 37.098	\$ 38.953	

Notes:

Effective the pay period that includes July 1, 2019, all employees with a "meets expectations" evaluation will move to the Step that provides at least a 5% increase

Non-Supervisor, M1 and M2 Wage Schedule: July 1, 2020 through June 30, 2021												
Step Increase Percentage		4%	4%	4%	5%	5%	5%	5%	5%	5%	5%	5%
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Grade 9	\$	12.300	\$ 12.792	\$ 13.304	\$ 13.836	\$ 14.528	\$ 15.254	\$ 16.017	\$ 16.818	\$ 17.658	\$ 18.541	\$ 19.468
Grade 10	\$	12.930	\$ 13.447	\$ 13.985	\$ 14.544	\$ 15.272	\$ 16.035	\$ 16.837	\$ 17.679	\$ 18.563	\$ 19.491	\$ 20.466
Grade 11	\$	13.570	\$ 14.113	\$ 14.677	\$ 15.264	\$ 16.028	\$ 16.829	\$ 17.670	\$ 18.554	\$ 19.482	\$ 20.456	\$ 21.479
Grade 12	\$	14.250	\$ 14.820	\$ 15.413	\$ 16.029	\$ 16.831	\$ 17.672	\$ 18.556	\$ 19.484	\$ 20.458	\$ 21.481	\$ 22.555
Grade 13	\$	14.960	\$ 15.558	\$ 16.181	\$ 16.828	\$ 17.669	\$ 18.553	\$ 19.480	\$ 20.454	\$ 21.477	\$ 22.551	\$ 23.679
Grade 14	\$	15.710	\$ 16.338	\$ 16.992	\$ 17.672	\$ 18.555	\$ 19.483	\$ 20.457	\$ 21.480	\$ 22.554	\$ 23.682	\$ 24.866
Grade 15	\$	16.490	\$ 17.150	\$ 17.836	\$ 18.549	\$ 19.476	\$ 20.450	\$ 21.473	\$ 22.546	\$ 23.674	\$ 24.857	\$ 26.100
Grade 15A	\$	16.570	\$ 17.233	\$ 17.922	\$ 18.639	\$ 19.571	\$ 20.549	\$ 21.577	\$ 22.656	\$ 23.789	\$ 24.978	\$ 26.227
Grade 16	\$	17.320	\$ 18.013	\$ 18.733	\$ 19.483	\$ 20.457	\$ 21.480	\$ 22.554	\$ 23.681	\$ 24.865	\$ 26.109	\$ 27.414
Grade 16A	\$	17.400	\$ 18.096	\$ 18.820	\$ 19.573	\$ 20.551	\$ 21.579	\$ 22.658	\$ 23.791	\$ 24.980	\$ 26.229	\$ 27.541
Grade 16B	\$	17.480	\$ 18.179	\$ 18.906	\$ 19.663	\$ 20.646	\$ 21.678	\$ 22.762	\$ 23.900	\$ 25.095	\$ 26.350	\$ 27.667
Grade 17	\$	18.190	\$ 18.918	\$ 19.674	\$ 20.461	\$ 21.484	\$ 22.559	\$ 23.686	\$ 24.871	\$ 26.114	\$ 27.420	\$ 28.791
Grade 17A	\$	18.270	\$ 19.001	\$ 19.761	\$ 20.551	\$ 21.579	\$ 22.658	\$ 23.791	\$ 24.980	\$ 26.229	\$ 27.541	\$ 28.918
Grade 18	\$	19.090	\$ 19.854	\$ 20.648	\$ 21.474	\$ 22.547	\$ 23.675	\$ 24.858	\$ 26.101	\$ 27.406	\$ 28.777	\$ 30.216
Grade 19	\$	20.050	\$ 20.852	\$ 21.686	\$ 22.554	\$ 23.681	\$ 24.865	\$ 26.109	\$ 27.414	\$ 28.785	\$ 30.224	\$ 31.735
Grade 20	\$	21.050	\$ 21.892	\$ 22.768	\$ 23.678	\$ 24.862	\$ 26.105	\$ 27.411	\$ 28.781	\$ 30.220	\$ 31.731	\$ 33.318
Grade 21	\$	22.110	\$ 22.994	\$ 23.914	\$ 24.871	\$ 26.114	\$ 27.420	\$ 28.791	\$ 30.231	\$ 31.742	\$ 33.329	\$ 34.996
Grade 22	\$	23.200	\$ 24.128	\$ 25.093	\$ 26.097	\$ 27.402	\$ 28.772	\$ 30.210	\$ 31.721	\$ 33.307	\$ 34.972	\$ 36.721
Grade 23	\$	24.370	\$ 25.345	\$ 26.359	\$ 27.413	\$ 28.784	\$ 30.223	\$ 31.734	\$ 33.321	\$ 34.987	\$ 36.736	\$ 38.573
Grade 24	\$	25.580	\$ 26.603	\$ 27.667	\$ 28.774	\$ 30.213	\$ 31.723	\$ 33.310	\$ 34.975	\$ 36.724	\$ 38.560	\$ 40.488
Grade 25	\$	26.860	\$ 27.934	\$ 29.052	\$ 30.214	\$ 31.725	\$ 33.311	\$ 34.976	\$ 36.725	\$ 38.561	\$ 40.489	\$ 42.514
Grade 26	\$	28.220	\$ 29.349	\$ 30.523	\$ 31.744	\$ 33.331	\$ 34.997	\$ 36.747	\$ 38.585	\$ 40.514	\$ 42.540	\$ 44.667
Grade 27	\$	29.620	\$ 30.805	\$ 32.037	\$ 33.318	\$ 34.984	\$ 36.734	\$ 38.570	\$ 40.499	\$ 42.524	\$ 44.650	\$ 46.882
Grade 28	\$	31.100	\$ 32.344	\$ 33.638	\$ 34.983	\$ 36.732	\$ 38.569	\$ 40.498	\$ 42.522	\$ 44.649	\$ 46.881	\$ 49.225
Grade 29	\$	32.670	\$ 33.977	\$ 35.336	\$ 36.749	\$ 38.587	\$ 40.516	\$ 42.542	\$ 44.669	\$ 46.902	\$ 49.248	\$ 51.710
Grade 30	\$	34.290	\$ 35.662	\$ 37.088	\$ 38.572	\$ 40.500	\$ 42.525	\$ 44.651	\$ 46.884	\$ 49.228	\$ 51.690	\$ 54.274
Grade M1	\$	22.860	\$ 23.774	\$ 24.725	\$ 25.714	\$ 27.000	\$ 28.350	\$ 29.768	\$ 31.256	\$ 32.819	\$ 34.460	\$ 36.183
Grade M2	\$	25.600	\$ 26.624	\$ 27.689	\$ 28.797	\$ 30.236	\$ 31.748	\$ 33.336	\$ 35.002	\$ 36.752	\$ 38.590	\$ 40.520

Notes:
Effective the pay period that includes July 1, 2020, the Steps in the wage schedule will shift left
i.e. Step 2 hourly rate becomes Step 1 hourly rate and employees remain at their current Step

Non-Supervisor, M1 and M2 Wage Schedule: July 1, 2021 through June 30, 2022												
Step Increase Percentage		5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Grade 9		\$ 12.300	\$ 12.915	\$ 13.561	\$ 14.239	\$ 14.951	\$ 15.698	\$ 16.483	\$ 17.307	\$ 18.173	\$ 19.081	\$ 20.035
Grade 10		\$ 12.930	\$ 13.577	\$ 14.255	\$ 14.968	\$ 15.716	\$ 16.502	\$ 17.327	\$ 18.194	\$ 19.103	\$ 20.059	\$ 21.062
Grade 11		\$ 13.570	\$ 14.249	\$ 14.961	\$ 15.709	\$ 16.494	\$ 17.319	\$ 18.185	\$ 19.094	\$ 20.049	\$ 21.052	\$ 22.104
Grade 12		\$ 14.250	\$ 14.963	\$ 15.711	\$ 16.496	\$ 17.321	\$ 18.187	\$ 19.096	\$ 20.051	\$ 21.054	\$ 22.106	\$ 23.212
Grade 13		\$ 14.960	\$ 15.708	\$ 16.493	\$ 17.318	\$ 18.184	\$ 19.093	\$ 20.048	\$ 21.050	\$ 22.103	\$ 23.208	\$ 24.368
Grade 14		\$ 15.710	\$ 16.496	\$ 17.320	\$ 18.186	\$ 19.096	\$ 20.050	\$ 21.053	\$ 22.106	\$ 23.211	\$ 24.371	\$ 25.590
Grade 15		\$ 16.490	\$ 17.315	\$ 18.180	\$ 19.089	\$ 20.044	\$ 21.046	\$ 22.098	\$ 23.203	\$ 24.363	\$ 25.581	\$ 26.860
Grade 15A		\$ 16.570	\$ 17.399	\$ 18.268	\$ 19.182	\$ 20.141	\$ 21.148	\$ 22.205	\$ 23.316	\$ 24.481	\$ 25.706	\$ 26.991
Grade 16		\$ 17.320	\$ 18.186	\$ 19.095	\$ 20.050	\$ 21.053	\$ 22.105	\$ 23.210	\$ 24.371	\$ 25.590	\$ 26.869	\$ 28.212
Grade 16A		\$ 17.400	\$ 18.270	\$ 19.184	\$ 20.143	\$ 21.150	\$ 22.207	\$ 23.318	\$ 24.484	\$ 25.708	\$ 26.993	\$ 28.343
Grade 16B		\$ 17.480	\$ 18.354	\$ 19.272	\$ 20.235	\$ 21.247	\$ 22.309	\$ 23.425	\$ 24.596	\$ 25.826	\$ 27.117	\$ 28.473
Grade 17		\$ 18.190	\$ 19.100	\$ 20.054	\$ 21.057	\$ 22.110	\$ 23.216	\$ 24.376	\$ 25.595	\$ 26.875	\$ 28.219	\$ 29.630
Grade 17A		\$ 18.270	\$ 19.184	\$ 20.143	\$ 21.150	\$ 22.207	\$ 23.318	\$ 24.484	\$ 25.708	\$ 26.993	\$ 28.343	\$ 29.760
Grade 18		\$ 19.090	\$ 20.045	\$ 21.047	\$ 22.099	\$ 23.204	\$ 24.364	\$ 25.582	\$ 26.862	\$ 28.205	\$ 29.615	\$ 31.096
Grade 19		\$ 20.050	\$ 21.053	\$ 22.105	\$ 23.210	\$ 24.371	\$ 25.589	\$ 26.869	\$ 28.212	\$ 29.623	\$ 31.104	\$ 32.659
Grade 20		\$ 21.050	\$ 22.103	\$ 23.208	\$ 24.368	\$ 25.586	\$ 26.866	\$ 28.209	\$ 29.619	\$ 31.100	\$ 32.655	\$ 34.288
Grade 21		\$ 22.110	\$ 23.216	\$ 24.376	\$ 25.595	\$ 26.875	\$ 28.219	\$ 29.630	\$ 31.111	\$ 32.667	\$ 34.300	\$ 36.015
Grade 22		\$ 23.200	\$ 24.360	\$ 25.578	\$ 26.857	\$ 28.200	\$ 29.610	\$ 31.090	\$ 32.645	\$ 34.277	\$ 35.991	\$ 37.790
Grade 23		\$ 24.370	\$ 25.589	\$ 26.868	\$ 28.211	\$ 29.622	\$ 31.103	\$ 32.658	\$ 34.291	\$ 36.006	\$ 37.806	\$ 39.696
Grade 24		\$ 25.580	\$ 26.859	\$ 28.202	\$ 29.612	\$ 31.093	\$ 32.647	\$ 34.280	\$ 35.994	\$ 37.793	\$ 39.683	\$ 41.667
Grade 25		\$ 26.860	\$ 28.203	\$ 29.613	\$ 31.094	\$ 32.648	\$ 34.281	\$ 35.995	\$ 37.795	\$ 39.684	\$ 41.669	\$ 43.752
Grade 26		\$ 28.220	\$ 29.631	\$ 31.113	\$ 32.668	\$ 34.302	\$ 36.017	\$ 37.817	\$ 39.708	\$ 41.694	\$ 43.778	\$ 45.967
Grade 27		\$ 29.620	\$ 31.101	\$ 32.656	\$ 34.289	\$ 36.003	\$ 37.803	\$ 39.694	\$ 41.678	\$ 43.762	\$ 45.950	\$ 48.248
Grade 28		\$ 31.100	\$ 32.655	\$ 34.288	\$ 36.002	\$ 37.802	\$ 39.692	\$ 41.677	\$ 43.761	\$ 45.949	\$ 48.246	\$ 50.659
Grade 29		\$ 32.670	\$ 34.304	\$ 36.019	\$ 37.820	\$ 39.711	\$ 41.696	\$ 43.781	\$ 45.970	\$ 48.268	\$ 50.682	\$ 53.216
Grade 30		\$ 34.290	\$ 36.005	\$ 37.805	\$ 39.695	\$ 41.680	\$ 43.764	\$ 45.952	\$ 48.249	\$ 50.662	\$ 53.195	\$ 55.855
Grade M1		\$ 22.860	\$ 24.003	\$ 25.203	\$ 26.463	\$ 27.786	\$ 29.176	\$ 30.635	\$ 32.166	\$ 33.775	\$ 35.463	\$ 37.237
Grade M2		\$ 25.600	\$ 26.880	\$ 28.224	\$ 29.635	\$ 31.117	\$ 32.673	\$ 34.306	\$ 36.022	\$ 37.823	\$ 39.714	\$ 41.700

Notes:
Effective the pay period that includes July 1, 2021, all employees with a "meets expectations" evaluation will receive a Step increase or remain at Step 11



City Council Meeting Agenda Item 15

Submitted by: Tracy Beck
Submitting Department: City Manager
Meeting Date: August 13, 2019

Subject:

Public Comment

Recommendation:

Petitioner:

Andy Barton, City Manager

Is this a budgeted item?

No

Fiscal Impact:

Background:

Attachments:

- [Cover Page](#)



City Council Meeting Agenda Item 16

Submitted by: Tracy Beck
Submitting Department: City Manager
Meeting Date: August 13, 2019

Subject:

Adjournment

Recommendation:

Petitioner:

Andy Barton, City Manager

Is this a budgeted item?

No

Fiscal Impact:

Background:

Attachments:

-



VACANT LAND PURCHASE AGREEMENT

(Joint Escrow Instructions)

Date: 07/23/2019

Scott E. Webb ("Buyer"), hereby offers to purchase
225 Jody CRT ("Property/Legal"),
 consisting of Approximately .51 (X) acres () square feet of land, within the city or unincorporated area of
Mesquite, County of Clark, State of Nevada, Zip 89027,
 A.P.N. # 001-18-812-001 for the purchase price of \$ 75,000.00 ("Purchase Price")
 which is \$ 3.30 per (X)sq. ft. () acre on the following terms and conditions. If a survey determines there is a difference
 in net () acreage (X) square footage from that described above, the price () shall (X) shall not be adjusted based upon the per
 square foot/acreage purchase price.

Offer & Acceptance

1. FINANCIAL TERMS & CONDITIONS:

- \$ 1,000.00 **A. EARNEST MONEY DEPOSIT** ("EMD") is ☐ presented with this offer **-OR-** ☒ wired to escrow within 1 working day of acceptance. Upon Acceptance, Earnest Money to be deposited within one (1) business day from acceptance of offer (as defined in Section 22 herein) -OR- business days if wired to: ☒ Escrow Holder, ☐ Buyer's Broker's Trust Account, -OR- ☐ Seller's Broker's Trust Account. (NOTE: It is a felony in the State of Nevada—punishable by up to four years in prison and a \$5,000 fine—to write a check for which there are insufficient funds. NRS 193.130(2)(d).)
- \$ **B. ADDITIONAL DEPOSIT** to be placed in escrow on or before (date) . The additional deposit will – OR – will not be considered part of the EMD. (Any conditions on the additional deposit should be set forth in Section 27 herein.)
- \$ **C. CONTINGENCY DEPOSIT** to be placed in escrow on or before (date) . This deposit shall be released to seller upon removal of the contingencies described in Section 3 below. Buyer agrees to sign any documentation required by the title company to effectuate the release to the seller.
- \$ **D. THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING FOR A NEW LOAN:**
☐ Conventional ☐ Other (specify) .
- \$ **E. THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING TO ASSUME THE FOLLOWING EXISTING LOAN(S):** ☐ Conventional
☐ Other (specify) .
 Interest: ☐ Fixed rate, years – OR – ☐ Adjustable Rate, years. Seller further agrees to provide the Promissory Note and the most recent monthly statement of all loans to be assumed by Buyer within FIVE (5) calendar days of acceptance of offer.
- \$ **F. BUYER TO EXECUTE A PROMISSORY NOTE SECURED BY DEED OF TRUST PER TERMS IN THE "FINANCING ADDENDUM" which is attached hereto.**
- \$ 74,000.00 **G. BALANCE OF PURCHASE PRICE** (Balance of Down Payment) in Good Funds to be paid prior to Close of Escrow ("COE").
- \$ 75,000.00 **H. TOTAL PURCHASE PRICE.** (This price. DOES NOT include closing costs, prorations, or other fees and costs associated with the purchase of the Property as defined herein.)

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: Scott E. Webb BUYER(S) INITIALS: SW /

Property Address: 225 Jody CRT Mesquite 89027 SELLER(S) INITIALS: /

1
2
3
4 **2. ADDITIONAL FINANCIAL TERMS & CONTINGENCIES:**

5
6 **A. CASH PURCHASE:** Within 5 business days of Acceptance, Buyer agrees to provide written evidence
7 from a bona fide financial institution of sufficient cash available to complete this purchase. If Buyer does not submit the
8 written evidence within the above period, Seller reserves the right to terminate this Agreement.
9

10 **3. ADDITIONAL CONTINGENCIES (MARK THOSE THAT APPLY):**

- 11 **A.** ☐ Zoning: Buyer shall have _____ calendar days from acceptance to assure itself, at Buyer’s expense, of
12 the availability of any necessary approval by governmental authorities for variances, zoning changes,
13 annexation and or use permits.

14 **B.** ☐ Existing leases and service contracts: Within _____ calendar days of acceptance Seller shall deliver
15 copies of all existing rental agreements and service contracts which run beyond closing. Buyer shall have
16 _____ calendar days after receipt to approve of the leases and/or service contracts. Estoppel certificates:
17 Seller shall deliver fully executed estoppel certificates if requested by the Buyer

18 **C.** Within five (5) calendar days of acceptance Seller shall deliver to buyer copies of, all of the following items
19 in Seller’s possession:

20 i. Soils, geotechnical reports, appraisals, environmental studies;
21 ii. Current zoning documentation;
22 iii. Vacant land disclosure;
23 iv. Open Range Disclosure pursuant to NRS 113.665;
24 v. Proof of beneficial use if water rights are being transferred with the sale of the Property as a part of
25 this transaction;
26 vi. Hazardous Conditions: Buyer shall have _____ days to complete a Phase 1 environmental study, at
27 Buyer’s expense, to satisfy itself with regard to the environmental aspects of the Property.
28 vii. Other _____

29
30 **4. SELLER WARRANTIES:**

- 31 **A.** Seller warrants that Seller has not received nor is Seller aware of any notification, demand or request (or any
32 pending or threatened action or litigation) from governmental or quasi-governmental authority having
33 jurisdiction, requiring any work to be done on or affecting the property or indicating an intent to condemn the
34 property or any portion thereof.
- 35 **B.** Seller warrants that Seller has no actual knowledge of any violation of law, municipal or county ordinances
36 or other legal requirements affecting the property, or with respect to the use of occupancy thereof, or
37 construction thereon.
- 38 **C.** Seller further warrants that in the event Seller acquires any such knowledge or receives any such notice or
39 notices prior to the close of escrow Seller shall correct any problem at Seller's sole cost and expense on or
40 before close of escrow, said information or notices shall be submitted to Buyer for its examination and
41 written approval.

42
43 **5. IRC 1031 EXCHANGE:** Seller and/or Buyer may make this transaction part of an IRC 1031 exchange. The party
44 electing to make this transaction part of an IRC 1031 exchange will pay all additional expenses associated therewith, at no cost
45 to the other party. The other party agrees to execute any and all documents necessary to effectuate such an exchange.
46

47 **6. ESCROW:**

48 **A. OPENING OF ESCROW:** The purchase of the Property shall be consummated through Escrow
49 (“Escrow”). Opening of Escrow shall take place by the end of one (1) calendar day after execution of this Agreement
50 (Opening of Escrow”), at Fidelity National Title title or escrow company (“Escrow Company” or
51 “Escrow Holder”) with Jennifer Melchor (“Escrow Officer”) (or such other escrow officer as Escrow
52 Company may assign). Opening of Escrow shall occur upon Escrow Company’s receipt of this fully accepted Agreement and
53 receipt of the EMD (if applicable). Escrow Holder will notify the Parties (through their respective Brokers) of the Opening
54 date and the Escrow Number.
55

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer’s Name: Scott E. Webb

BUYER(S) INITIALS:  / _____

Property Address: 225 Jody CRT Mesquite 89027

SELLER(S) INITIALS: _____ / _____

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B. EARNEST MONEY: Upon Seller and Buyer signing this Agreement and all counteroffers or addenda, Buyer's EMD as shown in Paragraph 1(A), and 1(B) if applicable, of this Agreement, shall be deposited per the Earnest Money Receipt Notice and Instructions contained herein.

C. CLOSE OF ESCROW: Close of Escrow ("COE") shall be on (date) 08/31/2019. If the designated date falls on a weekend or holiday, COE shall be the next business day.

D. IRS DISCLOSURE: Seller is hereby made aware that there is a regulation that requires all ESCROW HOLDERS to complete a modified 1099 form, based upon specific information known only between parties in this transaction and the ESCROW HOLDER. Seller is also made aware that ESCROW HOLDER is required by federal law to provide this information to the Internal Revenue Service after COE in the manner prescribed by federal law.

7. BUYER'S DUE DILIGENCE: Buyer's obligation is **x** is not conditioned on the Buyer's Due Diligence as defined in this section 7(A) below. This condition is referred to as the "Due Diligence Condition" if checked in the affirmative, Sections 7 (A) through (C) shall apply; otherwise they do not. Buyer shall have 10 calendar days from Acceptance (as defined in Section 22 herein) to complete Buyer's Due Diligence. Seller agrees to cooperate with Buyer's Due Diligence.

A. PROPERTY INSPECTION/CONDITION: During the Due Diligence Period, Buyer shall take such action as Buyer deems necessary to determine whether the Property is satisfactory to Buyer including, but not limited to, whether the Property is insurable to Buyer's satisfaction, whether there are unsatisfactory conditions surrounding or otherwise affecting the Property (such as location of flood zones, airport noise, noxious fumes or odors, environmental substances or hazards, whether the Property is properly zoned, locality to freeways, railroads, places of worship, schools, etc.) or any other concerns Buyer may have related to the Property. During such Period, Buyer shall have the right to conduct, non-invasive/non-destructive inspections through licensed and bonded contractors or other qualified professionals. Seller agrees to provide reasonable access to the Property to Buyer and Buyer's inspectors. Buyer agrees to indemnify and hold Seller harmless with respect to any injuries suffered by Buyer or third parties present at Buyer's request while on Seller's Property conducting such inspections, tests or walk-throughs. Buyer's indemnity shall not apply to any injuries suffered by Buyer or third parties present at Buyer's request that are the result of an intentional tort, gross negligence or any misconduct or omission by Seller, Seller's Agent or other third parties on the Property. Buyer is advised to consult with appropriate professionals regarding neighborhood or Property conditions, including but not limited to: schools; proximity and adequacy of law enforcement; proximity to commercial, industrial, or agricultural activities; crime statistics; fire protection; other governmental services; existing and proposed transportation; construction and development; noise or odor from any source; and other nuisances, hazards or circumstances. If Buyer cancels this Agreement due to a specific inspection report, Buyer shall provide Seller at the time of cancellation with a copy of the report containing the name, address, and telephone number of the inspector.

B. BUYER'S RIGHT TO CANCEL OR RESOLVE OBJECTIONS: If Buyer determines, in Buyer's sole discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence Deadline referenced in Section 7, cancel the Purchase Agreement by providing written notice to the Seller, whereupon the Earnest Money Deposit referenced in Section 1(A) shall be released to the Buyer without the requirement of further written authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 7, resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence.

C. FAILURE TO CANCEL OR RESOLVE OBJECTIONS: If Buyer fails to cancel the Purchase Agreement or fails to resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence, as provided in Section 7, **Buyer shall be deemed to have waived the Due Diligence Condition.**

BUYER(S) INITIALS: SW

D. INSPECTIONS: Acceptance of this offer is subject to the following reserved right. Buyer may have the Property inspected and select the licensed contractors, certified building inspectors and/or other qualified professionals who will inspect the Property. *It is strongly recommended that Buyer retain licensed Nevada professionals to conduct inspections.* If any inspection is not completed and requested repairs are not delivered to Seller within the Due Diligence Period, Buyer is deemed to have waived the right to that inspection and Seller's liability for the cost of all repairs that inspection would have

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: Scott E. Webb BUYER(S) INITIALS: SW /
 Property Address: 225 Jody CRT Mesquite 89027 SELLER(S) INITIALS: _____ /
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reasonably identified had it been conducted, except as otherwise provided by law. The foregoing expenses for inspections will be paid outside of Escrow unless the Parties present instructions to the contrary prior to COE, along with the applicable invoice.

(Identify which party shall pay for the inspection noted below either: SELLER, BUYER, 50/50, WAIVED or N/A.)

Type	Paid By	Type	Paid By	Type	Paid By
Survey (type):	Waived	Septic Inspection	N/A	Inspection	Buyer
Soils Inspection	Buyer	Well Inspection (Quantity)	N/A	Well Inspection (Quality)	Waived
Other:		Other:		Other:	

E. CERTIFICATIONS: In the event an inspection reveals areas of concern, Buyer reserves the right to require a certification. The expenses for certifications will be paid outside of Escrow unless the Parties present instructions to the contrary prior to COE (along with the applicable invoice). A certification is not a warranty.

8. FEES, AND PRORATIONS (Identify which party shall pay the costs noted below either: SELLER, BUYER, 50/50, WAIVED or N/A.)

A. TITLE, ESCROW & APPRAISAL FEES:

Type	Paid By	Type	Paid By	Type	Paid By
Escrow Fees	50/50	Appraisal	Buyer	Owner’s Title Policy	Seller
Real Property Transfer Tax	Seller	Other:		Other:	

B. PRORATIONS: Any and all rents, taxes, interest, Common Interest Community (CIC) fees, trash service fees, payments on bonds, SIDs, LIDs, and assessments assumed by the Buyer, and other expenses of the property shall be prorated as of the date of the recordation of the deed. Security deposits, advance rentals or considerations involving future lease credits shall be credited to the Buyer. All prorations will be based on a 30-day month and will be calculated as of COE. Prorations will be based upon figures available at closing. Any supplementals or adjustments that occur after COE will be handled by the parties outside of Escrow.

C. PRELIMINARY TITLE REPORT: Within ten (10) business days of Opening of Escrow, Title Company shall provide Buyer with a Preliminary Title Report (“PTR”) to review, which must be approved or rejected within five (5) business days of receipt thereof. If Buyer does not object to the PTR within the period specified above, the PTR shall be deemed accepted. If Buyer makes an objection to any item(s) contained within the PTR, Seller shall have five (5) business days after receipt of objections to correct or address the objections. If, within the time specified, Seller fails to have each such exception removed or to correct each such objection, Buyer shall have the option to: (a) terminate this Agreement by providing notice to Seller and Escrow Officer, entitling Buyer to a refund of the EMD or (b) elect to accept title to the Property as is. All title exceptions approved or deemed accepted are hereafter collectively referred to as the “Permitted Exceptions.”

9. TITLE INSURANCE: This Purchase Agreement is contingent upon the Seller’s ability to deliver, good and marketable title as evidenced by a policy of title insurance, naming Buyer as the insured in an amount equal to the purchase price, furnished by the title company identified in Section 6(A). Said policy shall be in the form necessary to effectuate marketable title or its equivalent and shall be paid for as set forth in Section 8(A).

10. COMMON-INTEREST COMMUNITIES: If the Property is subject to a Common Interest Community (“CIC”), Seller shall provide AT SELLER’S EXPENSE the CIC documents as required by NRS 116.4109 (collectively, the “resale package”). Seller shall request the resale package within two (2) business days of Acceptance and provide the same to Buyer within one (1) business day of Seller’s receipt thereof.

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer’s Name:

Scott E. Webb

BUYER(S) INITIALS:

Property Address:

225 Jody CRT
 Mesquite
 89027

SELLER(S) INITIALS:

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A. CIC RELATED EXPENSES: (Identify which party shall pay the costs noted below either: SELLER, BUYER, 50/50, WAIVED or N/A.)

<u>Type</u>	<u>Paid By</u>	<u>Type</u>	<u>Paid By</u>	<u>Type</u>	<u>Paid By</u>
CIC Demand	N/A	CIC Capital Contribution	N/A	CIC Transfer Fees	N/A
Other: _____		Other: _____		Other: _____	

11. FEDERAL FAIR HOUSING COMPLIANCE AND DISCLOSURES: All properties are offered without regard to race, color, religion, sex, national origin, age, gender identity or expression, familial status, sexual orientation, ancestry, or handicap and any other current requirements of federal or state fair housing laws.

12. **DELIVERY OF POSSESSION:** Seller shall deliver the Property upon COE. Seller agrees to vacate the Property and leave the Property in a neat orderly condition and tender possession no later than X COE **-OR-** _____. In the event Seller does not vacate the Property by this time, Seller shall be considered a trespasser in addition to Buyer's other legal and equitable remedies. Any personal property left on the Property after the date indicated in this section shall be considered abandoned by Seller.

13. **WATER RIGHTS:** The following water rights will be transferred with the sale of the Property with no real value unless stated otherwise herein: none (☒) -OR- (☐) none remaining with the property -OR- _____ shares permit # _____ certificate # _____. Should water rights be transferred with the sale of the Property proof of beneficial use shall be provided to the Buyer within five (5) days of Acceptance.

14. RISK OF LOSS: Risk of loss shall be governed by NRS 113.040. This law provides generally that if all or any material part of the Property is destroyed before transfer of legal title or possession, Seller cannot enforce the Agreement and Buyer is entitled to recover any portion of the sale price paid. If legal title or possession has transferred, risk of loss shall shift to Buyer.

15. ASSIGNMENT OF THIS AGREEMENT: Unless otherwise stated herein, this Agreement is non-assignable by Buyer.

16. CANCELLATION OF AGREEMENT: In the event this Agreement is properly cancelled in accordance with the terms contained herein, then Buyer will be entitled to a refund of the EMD. Neither Buyer nor Seller will be reimbursed for any expenses incurred in conjunction with due diligence, inspections, appraisals or any other matters pertaining to this transaction (unless otherwise provided herein).

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: Scott E. Webb BUYER(S) INITIALS: SW /
 Property Address: 225 Jody CRT 89027 SELLER(S) INITIALS: /
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17. **DEFAULT:**

A. MEDIATION: Before any legal action is taken to enforce any term or condition under this Agreement, the parties agree to engage in mediation, a dispute resolution process, through GLVAR or a mediator mutually agreed upon by the parties. Mediation fees, if any, shall be divided equally among the parties involved.

Notwithstanding the foregoing, in the event the Buyer finds it necessary to file a claim for specific performance, this section shall not apply. Each party is encouraged to have an independent lawyer of their choice review this mediation provision before agreeing thereto. By initialing below, the parties confirm that they have read and understand this section and voluntarily agree to the provisions thereof.

BUYER(S) INITIALS:

SW

SELLER(S) INITIALS:

B. IF SELLER DEFAULTS: If Seller defaults in performance under this Agreement, Buyer reserves all legal and/or equitable rights (such as specific performance) against Seller, and Buyer may seek to recover Buyer’s actual damages incurred by Buyer due to Seller’s default.

C. IF BUYER DEFAULTS: If Buyer defaults in performance under this Agreement, as Seller’s sole legal recourse, Seller may retain, as liquidated damages, the EMD. In this respect, the Parties agree that Seller’s actual damages would be difficult to measure and that the EMD is in fact a reasonable estimate of the damages that Seller would suffer as a result of Buyer’s default. Seller understands that any additional deposit not considered part of the EMD in Section 1(B) herein will be immediately released by ESCROW HOLDER to Buyer.

Instructions to Escrow

18. ESCROW: If this Agreement or any matter relating hereto shall become the subject of any litigation or controversy, Buyer and Seller agree, jointly and severally, to hold Escrow Holder free and harmless from any loss or expense, except losses or expenses as may arise from Escrow Holder’s negligence or willful misconduct. If conflicting demands are made or notices served upon Escrow Holder with respect to this Agreement, the parties expressly agree that Escrow is entitled to file a suit in interpleader and obtain an order from the Court authorizing Escrow Holder to deposit all such documents and monies with the Court, and obtain an order from the court requiring the parties to interplead and litigate their several claims and rights among themselves. Upon the entry of an order authorizing such Interpleader, Escrow Holder shall be fully released and discharged from any obligations imposed upon it by this Agreement; and Escrow Holder shall not be liable for the sufficiency or correctness as to form, manner, execution or validity of any instrument deposited with it, nor as to the identity, authority or rights of any person executing such instrument, nor for failure of Buyer or Seller to comply with any of the provisions of any agreement, contract or other instrument filed with Escrow Holder or referred to herein. Escrow Holder’s duties hereunder shall be limited to the safekeeping of all monies, instruments or other documents received by it as Escrow Holder, and for their disposition in accordance with the terms of this Agreement. In the event an action is instituted in connection with this escrow, in which ESCROW HOLDER is named as a party or is otherwise compelled to make an appearance, all costs, expenses, attorney fees, and judgments ESCROW HOLDER may expend or incur in said action, shall be the responsibility of the parties hereto.

19. UNCLAIMED FUNDS: In the event that funds from this transaction remain in an account, held by ESCROW HOLDER, for such a period of time that they are deemed “abandoned” under the provisions of Chapter 120A of the Nevada Revised Statutes, ESCROW HOLDER is hereby authorized to impose a charge upon the dormant escrow account. Said charge shall be no less than \$5.00 per month and may not exceed the highest rate of charge permitted by statute or regulation. ESCROW HOLDER is further authorized and directed to deduct the charge from the dormant escrow account for as long as the funds are held by ESCROW HOLDER.

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer’s Name:

Scott E. Webb

BUYER(S) INITIALS:

SW

Property Address:

225 Jody CRT

Mesquite 89027

SELLER(S) INITIALS:

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Brokers

20. BROKER FEES: Buyer herein requires, and Seller agrees, as a condition of this Agreement, that Seller will pay Listing Broker and Buyer’s Broker, who becomes by this clause a third party beneficiary to this Agreement, that certain sum and/or percentage of the purchase price (commission), that Seller, or Seller’s Broker, offered for the procurement of ready, willing and able Buyer via the Multiple Listing Service, any other advertisement or written offer. Seller understands and agrees that if Seller defaults hereunder, Buyer’s Broker, as a third-party beneficiary of this Agreement, has the right to pursue all legal recourse against Seller for any commission due. **In addition to any amount due to Buyer’s Broker from Seller or Seller’s Broker, Buyer ☒ will –OR– ☐ will not pay Buyer’s Broker additional compensation in an amount determined between the Buyer and Buyer’s Broker.**

21. WAIVER OF CLAIMS: Buyer and Seller agree that they are not relying upon any representations made by Brokers or Broker’s agent. Buyer acknowledges that at COE, the Property will be sold AS-IS, WHERE-IS without any representations or warranties, unless expressly stated herein. Buyer agrees to satisfy himself, as to the condition of the Property, prior to COE. Buyer acknowledges that any statements of acreage or square footage by Brokers are simply estimates, and Buyer agrees to make such measurements, as Buyer deems necessary, to ascertain actual acreage or square footage. Buyer waives all claims against Brokers for (a) defects in the Property; (b) inaccurate estimates of acreage or square footage; (c) environmental waste or hazards on the Property; (d) the fact that the Property may be in a flood zone; (e) the Property’s proximity to freeways, airports or other nuisances; (f) the zoning of the Property; (g) tax consequences; or (h) factors related to Buyer’s failure to conduct walk-throughs or inspections. Buyer assumes full responsibility for the foregoing and agrees to conduct such tests, walk-throughs, inspections and research, as Buyer deems necessary. In any event, Broker’s liability is limited, under any and all circumstances, to the amount of that Broker’s commission/fee received in this transaction.

Other Matters

22. DEFINITIONS: “Acceptance” means the date that both parties have consented to a final, binding contract by affixing their signatures to this Agreement and all counteroffers and said Agreement and all counteroffers have been delivered to both parties pursuant to Section 23 herein. “Agent” means a licensee working under a Broker. “Agreement” includes this document as well as all accepted counteroffers and addenda. “ALTA” means the American Land Title Association.” “Appurtenance” means an object attached to or a right to be used with land. “Bona Fide” means genuine. “Buyer” means one or more individuals or the entity that intends to purchase the Property. “Broker” means the Nevada licensed real estate broker listed herein representing Seller and/or Buyer (and all real estate agents associated therewith). “Calendar Day” means a calendar day from/to midnight unless otherwise specified. “CIC” means Common Interest Community (formerly known as “HOA” or homeowners associations). “CIC Capital Contribution” means a one-time, non-administrative fee, cost or assessment charged by the CIC upon change of ownership. “CIC Transfer Fees” means the administrative service fee charged by a CIC to transfer ownership records. “CLTA” means the California Land Title Association. “COE” means the time of recordation of the deed in Buyer’s name. “Default” means the failure of a Party to observe or perform any of its material obligations under this Agreement; also known as breach of contract. “Down Payment” is the Purchase Price less loan amount(s). “EMD” means Buyer’s earnest money deposit. “Escrow Holder” means the neutral party that will handle the escrow. “Estoppel” means to assess the existing terms of lease obligations of existing tenants in a tenant-occupied property transaction. “GLVAR” means the Greater Las Vegas Association of REALTORS®. “Good Funds” means an acceptable form of payment determined by ESCROW HOLDER in accordance with NRS 645A.171. “Gross Acres” means the entire acreage of a site including developable and undevelopable portions. “IRC” means the Internal Revenue Code (tax code). “LID” means Limited Improvement District. “MAI” means a Master of Appraisal Institute designee who is experienced in the valuation and evaluation of commercial, industrial, residential and other types of properties. “Net Acres” means the portion of a site that can actually be developed. “NRS” means Nevada Revised Statutes as Amended. “Party” or “Parties” means Buyer and Seller. “PTR” means Preliminary Title Report. “Property” means the real property and any personal property included in the sale as provided herein. “Receipt” means delivery to the party or the party’s agent. “Seller” means one or more individuals or the entity that is the owner of the Property. “SID” means Special Improvement District. “Title Company” means the company that will provide title insurance. “USC” is the United States Code.

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer’s Name: Scott E. Webb BUYER(S) INITIALS:  /
Property Address: 225 Jody CRT Mesquite 89027 SELLER(S) INITIALS: _____ /
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23. SIGNATURES, DELIVERY, AND NOTICES:

A. This Agreement may be signed by the parties on more than one copy, which, when taken together, each signed copy shall be read as one complete form. This Agreement (and documents related to any resulting transaction) may be signed by the parties manually or digitally. Facsimile signatures may be accepted as original.

B. Delivery of all instruments or documents associated with this Agreement shall be delivered to the Agent for Seller or Buyer.

C. Except as otherwise provided herein or by Nevada Statute, when a Party wishes to provide notice as required in this Agreement, such notice shall be sent regular mail and/or by facsimile or electronic transmission to the Agent for that Party. The notification shall be effective when mailed and/or faxed or received by electronic transmission. Any cancellation notice shall be sent to Escrow.

24. **APPURTENANCES:** The following appurtenances will be transferred with the sale of the Property with no real value unless stated otherwise herein: **None**.

25. OTHER ESSENTIAL TERMS: Time is of the essence. No change, modification or amendment of this Agreement shall be valid or binding unless such change, modification or amendment shall be in writing and signed by each party. This Agreement will be binding upon the heirs, beneficiaries and devisees of the parties hereto. This Agreement is executed and intended to be performed in the State of Nevada, and the laws of that state shall govern its interpretation and effect. The parties agree that the county and state in which the Property is located is the appropriate forum for any action relating to this Agreement. Should any party hereto retain counsel for the purpose of initiating litigation to enforce or prevent the breach of any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorneys fees and costs incurred by such prevailing party.

THIS IS A LEGALLY BINDING CONTRACT. All parties are advised to seek independent legal and tax advice to review the terms of this Agreement.

NO REAL ESTATE BROKER/AGENT MAY SIGN FOR A PARTY TO THIS AGREEMENT UNLESS THE BROKER OR AGENT HAS A PROPERLY EXECUTED POWER OF ATTORNEY TO DO SO.

THIS FORM HAS BEEN APPROVED BY THE GREATER LAS VEGAS ASSOCIATION OF REALTORS® (GLVAR). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

This form is available for use by the real estate industry. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark, which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

26. ADDENDUM(S) ATTACHED:
None

27. ADDITIONAL TERMS:

Buyer may take title in an LLC or other legal entity in which Buyer has a majority interest.

Buyer is aware that the property will be sold based on the appraised value, pursuant to the City of Mesquite's Real Estate Policy. Appraisal should take into consideration any fill that could be required.

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: Scott E. Webb BUYER(S) INITIALS: SW /
 Property Address: 225 Jody CRT Mesquite 89027 SELLER(S) INITIALS: /
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Buyer's Acknowledgement of Offer

Confirmation of Representation: The Buyer is represented in this transaction by:

Buyer's Broker: <u>Richard Bowler</u>	Agent's Name: <u>Richard Bowler</u>
Company Name: <u>Bowler Realty</u>	Agent's License Number: <u>B.0032022</u>
Broker's License Number: <u>B.0032022</u>	Office Address: <u>12 W. Mesquite Blvd. #113</u>
Phone: <u>(702) 218-1195</u>	City, State, Zip: <u>Mesquite, NV 89027</u>
Fax: <u>(702) 346-7816</u>	Email: <u>rbowler1@me.com</u>

BUYER LICENSEE DISCLOSURE OF INTEREST: Pursuant to NRS 645.252(1)(c), a real estate licensee must disclose if he/she is a principal in a transaction or has an interest in a principal to the transaction. Licensee declares that he/she:

☒ **DOES NOT** have an interest in a principal to the transaction. **-OR-**
☐ **DOES** have the following interest, direct or indirect, in this transaction: ☐ Principal (Buyer) **-OR-** ☐ family or firm relationship with Buyer or ownership interest in Buyer (if Buyer is an entity): (specify relationship)

Seller must respond by: 5:00 (☐AM☒PM) on (month) August, (day) 10, (year) 2019. Unless this Agreement is accepted, rejected or countered below and delivered to the Buyer's Broker before the above date and time, this offer shall lapse and be of no further force and effect. Upon Acceptance, Buyer agrees to be bound by each provision of this Agreement, and all signed addenda, disclosures, and attachments.

	<u>Scott M. Webb</u>	<u>07/23/2019</u>	<u>10:56 AM</u>
Buyer's Signature	Buyer's Printed Name	Date	Time

_____	_____	_____	_____
Buyer's Signature	Buyer's Printed Name	Date	Time

Seller's Response

Confirmation of Representation: The Seller is represented in this transaction by:

Seller's Broker: _____	Agent's Name: _____
Company Name: _____	Agent's License Number: _____
Broker's License Number: _____	Office Address: _____
Phone: _____	City, State, Zip: _____
Fax: _____	Email: _____

SELLER LICENSEE DISCLOSURE OF INTEREST: Pursuant to NRS 645.252(1)(c), a real estate licensee must disclose if he/she is a principal in a transaction or has an interest in a principal to the transaction. Licensee declares that he/she:

☐ **DOES NOT** have an interest in a principal to the transaction. **-OR-**
☐ **DOES** have the following interest, direct or indirect, in this transaction: ☐ Principal (Seller) **-OR-** ☐ family or firm relationship with Seller or ownership interest in Seller (if Seller is an entity): (specify relationship)

FIRPTA: If applicable (as designated in the Seller's Response herein), Seller agrees to complete, sign, and deliver to Buyer's FIRPTA Designee a certificate indicating whether Seller is a foreign person or a nonresident alien pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA). A foreign person is a nonresident alien individual; a foreign corporation not treated as a domestic corporation; or a foreign partnership, trust or estate. A resident alien is not considered a foreign person under FIRPTA. Additional information for determining status may be found at www.irs.gov. Buyer and Seller understand that

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: <u>Scott E. Webb</u>	BUYER(S) INITIALS:  / _____
Property Address: <u>225 Jody CRT</u> <u>Mesquite</u> <u>89027</u>	SELLER(S) INITIALS: _____ / _____
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1 if Seller is a foreign person then the Buyer must withhold a tax in an amount to be determined by Buyer's FIRPTA Designee in
2 accordance with FIRPTA, unless an exemption applies. Seller agrees to sign and deliver to the Buyer's FIRPTA Designee the
3 necessary documents, to be provided by the Buyer's FIRPTA Designee, to determine if withholding is required. (See 26 USC
4 Section 1445).

5
6 SELLER DECLARES that he/she _____ **is not –OR–** _____ **is** a foreign person therefore subjecting this transaction to FIRPTA
7 withholding. **SELLER(S) INITIALS:** _____/_____

8
9 _____ **ACCEPTANCE:** Seller(s) acknowledges that he/she accepts and agrees to be bound by each provision of this Agreement,
10 and all signed addenda, disclosures, and attachments.

11
12 _____ **COUNTER OFFER:** Seller accepts the terms of this Agreement subject to the attached Counter Offer #1.

13
14 _____ **REJECTION:** In accordance with NAC 645.632, Seller hereby informs Buyer the offer presented herein **is not** accepted.

15
16
17 _____: _____ ☐AM/☐PM
18 Seller's Signature _____ Seller's Printed Name _____ Date _____ Time _____

19
20
21 _____: _____ ☐AM/☐PM
22 Seller's Signature _____ Seller's Printed Name _____ Date _____ Time _____
23

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: Scott E. Webb BUYER(S) INITIALS: /_____

Property Address: 225 Jody CRT Mesquite 89027 SELLER(S) INITIALS: _____/_____

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DUTIES OWED BY A NEVADA REAL ESTATE LICENSEE

This form does not constitute a contract for services nor an agreement to pay compensation.

In Nevada, a real estate licensee is required to provide a form setting forth the duties owed by the licensee to:

- a) Each party for whom the licensee is acting as an agent in the real estate transaction, and
- b) Each unrepresented party to the real estate transaction, if any.

Licensee: The licensee in the real estate transaction is Richard Bowler
 whose license number is B.0032022. The licensee is acting for [client's name(s)] Scott E. Webb
 who is/are the ☐ Seller/Landlord; ☐ Buyer/Tenant.
Broker: The broker is Richard Bowler, whose company is Bowler Realty.
Are there additional licensees involved in this transaction? ☐ Yes ☐ No **If yes, Supplemental form 525A is required.**

Licensee's Duties Owed to All Parties:

A Nevada real estate licensee shall:

1. Not deal with any party to a real estate transaction in a manner which is deceitful, fraudulent or dishonest.
2. Exercise reasonable skill and care with respect to all parties to the real estate transaction.
3. Disclose to each party to the real estate transaction as soon as practicable:
 - a. Any material and relevant facts, data or information which licensee knows, or with reasonable care and diligence the licensee should know, about the property.
 - b. Each source from which licensee will receive compensation.
4. Abide by all other duties, responsibilities and obligations required of the licensee in law or regulations.

Licensee's Duties Owed to the Client:

A Nevada real estate licensee shall:

1. Exercise reasonable skill and care to carry out the terms of the brokerage agreement and the licensee's duties in the brokerage agreement;
2. Not disclose, except to the licensee's broker, confidential information relating to a client for 1 year after the revocation or termination of the brokerage agreement, unless licensee is required to do so by court order or the client gives written permission;
3. Seek a sale, purchase, option, rental or lease of real property at the price and terms stated in the brokerage agreement or at a price acceptable to the client;
4. Present all offers made to, or by the client as soon as practicable, unless the client chooses to waive the duty of the licensee to present all offers and signs a waiver of the duty on a form prescribed by the Division;
5. Disclose to the client material facts of which the licensee has knowledge concerning the real estate transaction;
6. Advise the client to obtain advice from an expert relating to matters which are beyond the expertise of the licensee; and
7. Account to the client for all money and property the licensee receives in which the client may have an interest.

Duties Owed By a broker who assigns different licensees affiliated with the brokerage to separate parties.

Each licensee shall not disclose, except to the real estate broker, confidential information relating to client.

Licensee Acting for Both Parties:

The Licensee

MAY [] / [] **OR** MAY NOT [] / []
 in the future act for two or more parties who have interests adverse to each other. In acting for these parties, the licensee has a conflict of interest. Before a licensee may act for two or more parties, the licensee must give you a "Consent to Act" form to sign.

I/We acknowledge receipt of a copy of this list of licensee duties, and have read and understand this disclosure.

Seller/Landlord: _____ Date: _____ Time: _____

Seller/Landlord: _____ Date: _____ Time: _____

OR
 Buyer/Tenant:  Scott Webb Date: 07/23/2019 Time: 10:56 AM

Buyer/Tenant: Scott M. Webb Date: _____ Time: _____
7/23/2019 10:56:46 AM PDT

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