



**Mesquite City Council
Technical Review Meeting
Mesquite City Hall - Training Room
10 E. Mesquite Blvd.
Tuesday, July 05, 2016 - 1:30 PM**

Below is an agenda of all items scheduled to be considered for the Mesquite City Council Regular Council Meeting. Agenda items discussed on this agenda are considered "Proposed" until the final agenda for the Regular City Council Meeting is posted, according to NRS 241.020. 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 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

During the Public Comment portion of the agenda comments must be limited to matters within the authority and jurisdiction of the City Council. 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 to the City Council at this time, please step up to the podium and clearly state your name. Comments are limited to 3 minutes in length.

1. Public Comments

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 of Approval of the July 12, 2016 Regular City Council Meeting Agenda; the June 7, 2016 Technical Review Meeting Minutes; the June 15, 2016 Regular City Council Meeting Minutes and the June 21, 2016 Regular City Council Meeting Minutes.
 - Public Comment
 - Discussion and Possible Action

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

Department Reports

4. Mayor's Comments
5. City Council and Staff Comments and Reports

Zoning Items

6. Consideration of Architectural and Site Plan review Case No. ASR-16-003 (Mesquite Library) to get approval to build a new library building on a portion of the site at 105 West Mesquite Boulevard, in the General Commercial (CR-2) zone.
 - Public Comment
 - Discussion and Possible Action
7. Consideration of Parcel Map Case No. PM-16-004 (Existing Library) to separate ownership of the existing library and city utilities and structures, located at 121 West First North Street in the Public Facilities (PF) Zone.
 - Public Comment
 - Discussion and Possible Action
8. Consideration of Parcel Map Case No. PM-16-005 (Future Library) to separate ownership of the future library and city utilities and structures, located at 105 West Mesquite Boulevard in the Central Business District (CR-3) Commercial Zone

- Public Comment
- Discussion and Possible Action

Administrative Items

9. Consideration of approval and adoption of Resolution Number 901 between the Las Vegas-Clark County Library District and the City of Mesquite adopting an Interlocal Agreement and other matters properly related thereto.

- Public Comment
- Discussion and Possible Action

10. Consideration of Approval for refinancing Anthem Special Improvement Bonds Series 2007 to lower interest expense financing costs for property owners...i.e. homeowners and developer.

- Public Comment
- Discussion and Possible Action

Public Comments

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11. Public Comments

Adjournment

12. Adjournment

Note: Please be advised that the Standing Rules of the City Council are attached for your information. 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.

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>

In accordance with Federal law and U.S. Department of Agriculture policy, the City of Mesquite is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, DC 20250-9410, or call (800) 795-3272 (voice), or (202) 720-6382 (TDD).

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 *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.

8.4 *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.



July 05, 2016

Technical Review Meeting Agenda Item 1.

Subject:

Public Comments

Petitioner:

Andy Barton, City Manager

Staff Recommendation:

None

Fiscal Impact:

None

Budgeted Item:

No

Background:

None

Attachments:

None



Technical Review Meeting Agenda Item 2.

Subject:

Consideration of Approval of the July 12, 2016 Regular City Council Meeting Agenda; the June 7, 2016 Technical Review Meeting Minutes; the June 15, 2016 Regular City Council Meeting Minutes and the June 21, 2016 Regular City Council Meeting Minutes.

- Public Comment
- Discussion and Possible Action

Petitioner:

Andy Barton, City Manager

Staff Recommendation:

Approve the July 12, 2016 Regular City Council Meeting Agenda; the June 7, 2017 Technical Review Meeting Minutes;

Fiscal Impact:

None

Budgeted Item:

No

Background:

None



July 05, 2016

Attachments:

- June 7, 2016 Technical Review Meeting Minutes
- June 15, 2016 Regular City Council Meeting Minutes
- June 21, 2016 Technical Review Meeting Minutes



**Mesquite City Council
Technical Review Meeting
Mesquite City Hall - Training Room
10 E. Mesquite Blvd.
Tuesday, June 07, 2016 - 1:30 PM**

Minutes of a scheduled meeting of the City Council held on Tuesday, June 7, 2016, at 1:30 P.M. at City Hall in the Training Room. In attendance were Mayor Pro tem W. Geno Withelder, Council members Kraig Hafen, George Rapson, Rich Green and Cynthia "Cindi" Delaney Also, in attendance were City Manager Andy Barton, Finance Director David Empey, Public Works Director Bill Tanner Development Director Richard Secrist, City Liaison Aaron Baker, City Clerk Tracy Beck, other city staff and approximately 5 citizens.

Mayor Pro tem Withelder called the meeting to order at 1:30 p.m. and excused the absence of Mayor Litman (NOTE: This meeting has been tape-recorded and will remain on file in the office of the City Clerk for four years for public examination.)

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1. Public Comments

[Minutes:]

Mayor Pro tem Withelder opened up the meeting to Public Comments.

[Minutes:]

David Ballweg: I am a candidate for City Council. I request that Item 5 on the Consent Agenda be moved to the Regular Agenda for discussion of the relevant item I'd like discussed on any pertinent information to why we would allow RV parking on the site where we're taking business away from local recreational parks or RV parking spaces, whether it's Casa or Solstice or one of the other ones. I just like to have some discussion on any relevant information of why we would do that.

[Minutes:]

Aaron Baker: I have a public comment to make. The City currently has an on-line survey about natural gas service in the Mesquite area. It's available on www.MesquiteNV.gov/ng for natural gas. We would just like to encourage people to go on and participate in that. We've had 50 plus residents and 1 business respond, and we need businesses to respond more than residents.

[Minutes:]

Council member Rapson: Has anybody contacted Toti and Eureka?

Aaron Baker: Yes. Yes.

[Minutes:]

Barbara Ellestad: We will have an article on that.

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 the June 15, 2016 Regular City Council Meeting Agenda; the May 10, 2016 Regular City Council Meeting Minutes and the May 17, 2016 Technical Review Meeting Minutes.

- Public Comment
- Discussion and Possible Action

[Minutes:]

Mayor Pro tem Withelder read this item by its title and asked if there were any questions or comments. There were none.

3. Consideration of approval of:
 - a) Notification of Budget Transfers
 - b) Notification of Budget Amendments
 - c) Notification of Bills Paid
 - d) Purchase Orders
 - e) April 2016 Financial Statements

- Public Comment
- Discussion and Possible Action

[Minutes:]

Mayor Pro tem Withelder read this item by its title and asked if there were any questions or comments. There were none.

4. Consideration of Bid Award for the 2016 Mesquite Town Wash Detention Basin Sediment Removal.

- Public Comment
- Discussion and Possible Action

[Minutes:]

Mayor Pro tem Withelder read this item by its title and asked if there were any question or comments.

[Minutes:]

Mr. Tanner: We opened the bids today at 10:00 AM, and the apparent low bidder is Trade West Construction for \$380,000. That's 40,000 cubic yards of material to move. It comes out to \$9.50 a cube. So we will probably be recommending to award that bid to Trade West in the amount of \$380,000.

[Minutes:]

Council member Hafen: How many bids did you get?

[Minutes:]

Mr. Tanner: We had four bids. We've had one from American Civil Constructors, which is Meadow Valley, \$494,000. Progressive Contracting was \$520,000. Mesquite General was \$454,000. Trade West was \$380,000. Trade West was the one that last year at this time, they were the ones that got the bid

award for the sediment removal last year. I think their price was \$675,000. So we're just getting a little bit more expensive.

[Minutes:]

Council member Rapson: Is Town Wash, didn't we just do that?

[Minutes:]

Mr. Tanner: We did –

Council member Rapson: Cemetery fill and all that.

Mr. Tanner: We did, and through the – where Town Wash got pounded the worst is when they lost freeway two years ago, and so we've been just chipping away at over the last two years, moving it to areas, trying to find ways to move it where we can use it that's not going to cost us a ton of money, which we're reimbursed by Regional Flood for that work. Currently, this project we will not be moving it to the cemetery site. We are moving to the corner lot there on Falcon Ridge Parkway in Hardy Way. So we're going to bring that site up more level. Sometime in the future, we may want to expose that site as a building pad. So we will be bringing that up. I think that with this fiscal year, we will be able to have everything moved back to square one in the basin, provided we don't get any large sediment deposits in this next year.

[Minutes:]

Council member Rapson: Abbott and Pulsipher aren't an issue?

[Minutes:]

Mr. Tanner: They haven't been. We actually will be transferring about \$48,000 out of this year's Abbott Wash and Pulsipher Washes' budget into Town Wash. What I'll probably do is issue an appeal for what I have remaining in this year's Regional Flood Control Budget of \$48,000 to start moving sediment at that \$9.50 a yard until we use up all this year's money, and then the \$380,000 will come out of next year's budget.

[Minutes:]

Mayor Pro-tem Withelder: Is that \$9.50 pretty much a competitive price with everyone?

[Minutes:]

Mr. Tanner: Well, they were the lowest.

[Minutes:]

Mayor Pro-tem Withelder: Is that normal?

[Minutes:]

Mr. Tanner: It is. I think the last bid was, like I said Trade West was \$675,000, and I believe Legacy Construction was right around \$9 and they're \$11 now, \$11 and something a cubic yard. Just to show you what we used to move the dirt for, years ago, because we were moving it onsite we had an area that would take that sediment, so we had moved it for – 5 years ago it was \$.97 a cubic yard. The last time Pride moved it and deposited it on the edges, we paid \$1.48 a cubic yard, so you could see what the difference is when we have to start trucking that stuff out of there. So it's a major issue trucking it. We deal with dust. We deal with air quality permitting, the contractor does, so it's quite a bit more to haul it out and dispose of it than to just spread it on site.

5. Consideration of Approval to host a Marathon on November 15-16, 2016 at the Sports and Event Center (SEC) and to allow temporary overnight RV Parking at the SEC during this event. The participants will be using the neighboring trails for the marathon.
 - Public Comment
 - Discussion and Possible Action

[Minutes:]

Mayor Pro tem Withelder read this item by its title move it to the end of the meeting.

Resolutions & Proclamations

6. Consideration for Approval of Resolution 697, a Resolution of the Mesquite City Council, providing for the transfer of the City's 2016 private activity bond cap to the Nevada Rural Housing Authority; and other matters related thereto.
 - Public Comment
 - Discussion and Possible Action

[Minutes:]

Mayor Pro tem Withelder read this item by its title and asked if there were any questions or comments.

[Minutes:]

Mr. Empey: This is an item on the Bond Cap Transfer. This is an item that is customary that we bring to Council every year. This is through the Nevada Rural Housing Authority. The State gets bonding authority and capacity for housing

programs to low income eligible households. They have various income limitations, but it provides for low or no move-in closing costs to home buyers. They don't necessarily have to be first time home buyers but they could be. Also provides for federal income tax credits through some of the programs that they sponsor. The transfer of this bonding capacity doesn't really impact the City's financial statements, if you will. I mean, you're not going to see any impact on our financial reports as a result of this transfer. So there's no liability now or in the future, but it does allow Nevada Rural Housing Authority to use those funds if they have enough demand for it. Gary Longaker, the Program Director, with Nevada Rural Housing, has offered to attend Council meeting on the 15th and to discuss or answer any additional questions that you might have on this transfer.

[Minutes:]

Council member Rapson: How does this mechanically work? So this is letting them use our bond cap as a back up or an assurance?

[Minutes:]

Mr. Empey: Yes, if there is other demand around the State in other counties and other jurisdictions. I don't think typically they've used all of that, but they've seen an increase in utilization of the bonds that they could go out and sell. So they just want to be proactive, and if there is greater demand than they anticipate, then they got that authority as a result of communities transferring their bonding capacity back to Nevada Rural Housing.

[Minutes:]

Council member Rapson: Do you know how much those bonds are, potentially?

[Minutes:]

Mr. Baker: For us, I think it was like \$996,000.

[Minutes:]

Council member Rapson: We have hundreds of millions of dollars in bond capacity.

[Minutes:]

Mr. Baker: Through the State. The State has allocated us about a billion dollar, similar to saying, hey, we can't use it, so State law allows you to give it to other entities within the State.

Council member Rapson: Got it, okay.

7. Consideration of approval of Resolution No. 898, an Interlocal Agreement with Regional Flood Control District for the maintenance of Mesquite Flood Control Facilities for FY 2016/2017.

- Public Comments
- Discussion and Possible Action

[Minutes:]

Mayor Pro tem Withelder read this item by its title and asked if there were any questions or comments.

[Minutes:]

Mr. Tanner: This is our annual maintenance budget for regional facilities funded through Regional Flood Control. In comparison to the current year we are in, we budgeted \$697,000. Next year, we will budget \$627,000. The last two years have been historically high due to the sediment in Town Wash. We normally would be running about \$210,000 to \$250,000 a year, so this will be in the revised budget. We will try to get the sediment moved out back to square one. Hopefully next year our budget will be back down around \$200,000 to \$250,000. And that will be approved by the Board of Commissioners Regional Flood Control Board on June 9th. So on June 15th, then we will recommend it for approval so that we can move forward and award that bid to Trade West.

8. Consideration of Resolution 899 creating a special revenue fund for economic development services and other matters properly related thereto.

- Public comment
- Discussion and Possible Action

[Minutes:]

Mayor Pro tem Withelder read this item by its title and asked if there were any questions or comments.

[Minutes:]

Mr. Baker: As part of the budgeting process, I believe Council member Green requested that a fund be created out of which the City can pay for our common development services. That's just formalizing that action that occurred. So going to the Resolution to create the fund.

Department Reports

9. Mayors Comments

[Minutes:]

Mayor Pro tem Withelder read this item by its title.

[Minutes:]

Mayor Pro tem Withelder: I am sure the Mayor may have something. I don't know if Council will have anything.

10. City Council and Staff Comments and Reports

[Minutes:]

Mayor Pro tem Withelder read this item by its title and asked if anyone will have anything.

[Minutes:]

Council member Delaney: Likely.

[Minutes:]

Mr. Barton: Yes.

Zoning Items

11. Consideration of the Adoption of Bill No. 500 as Ordinance 500 (Deep Roots Medical LLC) to amend Mesquite Municipal Code Sections 2-14-5 and 2-14-9(J) by expanding hours of operation, and by reducing video storage requirements for dispensaries.

- Public Hearing
- Discussion and Possible Action

[Minutes:]

Mayor Pro tem Withelder read this item by its title and asked if there were any questions or comments.

[Minutes:]

Mr. Secrist: This Bill allows them to extend their hours to 9 PM instead of 5 PM for the dispensary, and you mentioned reduce the video storage requirements. They're finding that their competition in Las Vegas and Clark County, that they're

able to keep their doors open longer. The pharmacies here in town stay open until 9 PM, so they want to do the same. As far as the video storage goes, the State ended up adopting a standard of only a 30-day requirement, while we adopted 90 days required storage for security video. When we started out in this, it looked like the State was going to go to 90 days. They ended up not doing that. So now, Deep Roots feels like it is an onerous burden to have additional servers, storage capacity, to do that. We are recommending approval.

[Minutes:]

Council member Hafen: Just a question. Are they considered a pharmacy?

[Minutes:]

Mr. Secrist: No, they are not a pharmacy per se, but you know the way the legislation was crafted, they're supposed to look like a pharmacy, more or less act like pharmacies.

[Minutes:]

Council member Hafen: Just not regulated like one. So they want the convenience to be compared to a pharmacy, but not the regulation to restrict whatever they are doing. Thanks for the clarification.

[Minutes:]

Mayor Pro tem Withelder: When are they scheduled to open the dispensary? I know it has to be getting close.

[Minutes:]

Mr. Secrist: They keep saying soon. The end of the month was the last I heard, but I don't have a definite date.

Administrative Items

12. Consideration of a performance review and contractual pay increase of City Attorney.
 - Public Comment
 - Discussion and Possible Action

[Minutes:]

Mayor Pro Withelder read this item by its title and asked if there were any questions or comments.

[Minutes:]

Council member Hafen: For the record, Mr. Sweetin is at the meeting on AB394. It's a pertinent meeting that he needed to attend.

13. Consideration of access issues and options adjacent to the intersection of Oasis Boulevard and Pioneer Boulevard on property owned by Urban Land.

- Public Comment
- Discussion and Possible Action

[Minutes:]

Mayor Pro tem Withelder read this item by its title and asked if there were any questions or comments.

[Minutes:]

Mr. Secrist: This item involves a Site Development Plan for the property behind the Bank of Nevada owned by the Lee family. Basically, Virgin Valley Water District needs to build a new well, a municipal production well. It's there by the golf course and by the office park. No longer it's operable, so they got to close that down and build a new well, and they're proposing to do that downtown in the southwest corner by Summit Court, Pioneer Boulevard. Along with that, the Lee family decided, well, while we're building a new well and doing grading to the site, let's really grade it and get it ready for development so we can subdivide this later. So they're proposing to do some earth work, proposing to add some new driveways, and the question of whether or not the access drives conform to the City's access (indiscernible) standards comes into play. They don't meet the letter of the policies, but I do think they conform to the spirit and intent of what the access management policy was adopted for. So long story short, we're recommending approval, and I'll go through the details of the plan at the hearing.

[Minutes:]

Mayor Pro tem Withelder: Isn't that when we one time talk about funding an Arsenic Treatment Plant there, on that corner? This was 7, 8 to 9 years ago?

Council member Rapson: They were going to build it right where the pump is now, I think?

[Minutes:]

Mr. Secrist: Yes.

[Minutes:]

Council member Rapson: Richard, will we be getting a diagram of what the proposed ingress and egress?

[Minutes:]

Mr. Secrist: Yes, and it's a phased-in plan. They're are three phases to it, and they've written up a narrative the walks you through each phase, so it shouldn't be --

[Minutes:]

Council member Rapson: Is there one between Oasis and Summit now? Is there one proposed there, you know, just west of the bank?

[Minutes:]

Mr. Secrist: Yes.

[Minutes:]

Council member Rapson: So they could share that access, and the bank would close their driveway?

[Minutes:]

Mr. Secrist: No. The bank will keep their driveway. It has full movement right now. Left, you can turn left and right into and out of that driveway. The new driveway, what it will do is give it more direct access to where the new well is, and it will keep construction traffic associated with that off of the driveway into the bank. Eventually, they're going to build an additional driveway on top of Oasis, between the Bank of Nevada and the existing driveway that comes in now to serve the existing, and that will also be a full movement driveway.

14. Consideration of the selection of an insurance carrier for the City of Mesquite and other matters properly related thereto.

- Public Comment
- Discussion and Possible Action

[Minutes:]

Mayor Pro tem Withelder read this item by its title and asked if there are any questions or comments.

[Minutes:]

Mr. Barton: As you know, the City is looking at the possibility of going with one of three possible insurance carriers, One Beacon, Travelers and Poolpact. We had hoped to have a complete bid to you from One Beacon as of close of business yesterday. That has yet to come in. As soon as we get it, we will get it to you, but at this point that's the only part of the equation that is missing. We'll get it to you as soon as it comes in.

[Minutes:]

Council member Rapson: Did they give any reason why it's taking so long?

[Minutes:]

Mr. Barton: They haven't. We had been in touch with them last week. They told us they would have us the information by close of business yesterday and we haven't heard from them since. And basically we're looking for the workers comp. portion.

[Minutes:]

Council member Rapson: Which is significant.

[Minutes:]

Mr. Barton: Yes.

[Minutes:] **(ITEM 5 Revisited)**

Consideration of Approval to host a Marathon on November 15-16, 2016 at the Sports and Event Center (SEC) and to allow temporary overnight RV parking at the SEC during this event. The participants will be using the neighboring trails for the marathon.

Mayor Pro tem Withelder: We will go back to Item #5 and read this item by its title and asked for any questions or comments.

[Minutes:]

Mr. Montoya: This is a group called Mainly Marathons, and they travel the nation going from town to town to town running marathons. What they're scheduled to have at the SEC is a full marathon, half marathon, 50K and 5K. They asked me if they could have their trailers up there. I put this on petition, because in our Ordinance it says no overnight parking at the facilities. He said this would be about between 10 to 15 campers. This is mostly staff, and they're traveling nonstop. As you can see, we're a part of Southwest series. They're going to be in Sand Hollow on Monday, Mesquite Tuesday and Wednesday, Bullhead City Thursday and Friday, and Needles, California Saturday. So we're already on their schedule for the entire year, so I mean we're just trying to get some clearance to let them stay at their facility.

[Minutes:]

Council member Rapson: This is the staff only, and they'll be working on the facilities and starting line --

[Minutes:]

Mr. Montoya: 15 - 20 campers, yes, staff only.

[Minutes:]

Council member Delaney: So this is the people that are actually managing the marathon, and they'll be out there?

[Minutes:]

Mr. Montoya: That is what I told them, because any more than that I don't think, we would have enough parking. I don't know how big their campers are, so I wanted to get approval or not approval.

Public Comments

During the Public Comment portion of the agenda comments must be limited to matters within the authority and jurisdiction of the City Council. 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 to the City Council at this time, please step up to the podium and clearly state your name. Comments are limited to 3 minutes in length.

15. Public Comments

[Minutes:]

Mayor Pro-tem Withelder opened up the meeting to Public Comment.

[Minutes:]

David Ballweg: On that issue, I just ask that maybe we get specific about roughly how many, if it's only staff. So participants aren't going to be parking there, so I think that's reasonable, but we can discuss it at the next meeting when we have more information, I would appreciate it. Thank you.

[Minutes:]

Council member Hafen: Just one question on that event. They want to try to do that annually. I mean, this is kind of the kick off?

[Minutes:]

Mr. Montoya: They do. One of the goals was at the Council meeting when we met a year ago to bring new events into the community, and I reached out to some of these organizations, and they've gotten back with me. They've traveled the entire nation running these things, so, I mean, this is something that they want to come to Mesquite for.

[Minutes:]

Council member Hafen: Well, if you notice the Spartan thing, they're doing a TV thing here in a couple of weeks. It's big time. It's exposure, so...

[Minutes:]

Mr. Montoya: It is a new event.

[Minutes:]

Council member Rapson: This kind of stuff is new for Mesquite, too. While I was in the casino business, I discouraged that. Healthy people were no good for gaming. No good for liquor sales, no good for anything. But now...

[Minutes:]

Mr. Montoya: This caters to a different kind of athlete, too, so it's not a long drive or anything like that.

[Minutes:]

Council member Delaney: Nick, where are they going to run a 50K?

[Minutes:]

Mr. Montoya: They are going to run the trail systems. They're going to map off the SEC, because there's a trail up there, and they're just going to run loops, and they're going to set up a different -- They've been out to visit the site, and this is what they want to do. They're going to pay the fees, and they want to do it.

[Minutes:]

Council member Hafen: That's not good for business, Barb.

[Minutes:]

David West: Are they running on the trails, on the sand?

[Minutes:]

Mr. Montoya: Yes, some of them, yes, and then asphalt out there.

[Minutes:]

Council member Rapson: How come they are not doing it in July?

[Minutes:]

Council member Hafen: Because they are smart people.

Adjournment

16. Adjournment

[Minutes:]

Mayor Pro tem Withelder adjourned the meeting at 1:54 PM.

Allan S. Litman, Mayor

Tracy E. Beck, City Clerk



Mesquite City Council
Regular Meeting
Mesquite City Hall
10 E. Mesquite Blvd.
Wednesday, June 15, 2016 - 5:00 PM

Minutes of a scheduled meeting of the City Council held on Wednesday, June 15, 2016, at 5:00 P.M. at City Hall. In attendance were Mayor Allan S. Litman, Council members W. Geno Withelder, Rich Green, George Rapson and Cynthia "Cindi" Delaney. Also, in attendance were; City Manager Andy Barton, Development Services Director Richard Secrist, City Liaison Aaron Baker, Public Works Director Bill Tanner, City Attorney Robert Sweetin, City Clerk Tracy Beck, other city staff and approximately 35 citizens.

Mayor Litman called the meeting to order at 5:00 P.M. (NOTE: This meeting has been tape-recorded and will remain on file in the office of the City Clerk for four years for public examination.)

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 and may only address items that are not on the meeting's agenda.

Ceremonial Matters

- INVOCATION - David Anderson, Church of Jesus Christ of Latter Day Saints
- PLEDGE OF ALLEGIANCE

Public Comments

During the Public Comment portion of the agenda comments must be limited to matters within the authority and jurisdiction of the City Council. 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 to the City Council at this time, please step up to the podium and clearly state your name. Comments are limited to 3 minutes in length.

1. Public Comments

[5:01 PM] Minutes:

Mayor Litman opened up the meeting to Public Comments.

[5:02 PM] Minutes:

Ava Scudder: I live in Sun City, and I have an issue with Flat Top Mesa. The speed limit is 35 miles an hour, and it's considered a collector's street according to Mr. Tanner. I talked to him twice, and he has turned down my request to make that a 25 mile an hour street. It runs through a neighborhood of 55 and older citizens. Cars go 40/50 miles an hour. It only has one exit and one entrance. Other collector's streets in Mesquite, like Hafen, are 30 miles an hour. First South is 25 miles an hour, and even Turtleback is 25 miles an hour in certain spots. So there is kind of an inconsistency with what's considered collector's streets. I would like to see that addressed as a residential street rather than a collector's street.

[5:05 PM] Minutes:

Dan Wright: Good evening, Mayor and Council. I am here tonight representing the Virgin Valley Little League. As a president of the league, Dan Wright within the City of Mesquite. This is Nick Montoya, who is our league Vice President as well. I want to just read a quick statement and publicly thank our businesses that sponsored our teams. On behalf of the Virgin Valley Little League Board, I want to thank everyone involved in making our fourth season a success. The Board's intentions that ensure that our kids have fun learning the game of baseball and softball in a safe environment while learning to work together as a team. A big thank you to our coaches, umpires, parents, players, concession volunteers, and any and all others who helped participate in the league this year. I specifically want to thank the City of Mesquite Athletics and Leisure Service Department and the Mesquite Elks Lodge #2811 for their key role in making this league happen. I also want to publically thank our team sponsors. In our softball divisions we had Bowler Realty, whose team actually won the Junior League Championship. Eureka Casino Resort, Mesquite Elks Lodge, the Casablanca Hotel and Casino, Valley Pediatric Dental whose team actually won the Major Division Championship, Mesa View Hospice, Cosmopolitan Dental, ERA Real Estate, Falcon Ridge Car Wash, whose team won the Minor League Championship, Kokopelli Landscaping, Fidelity National Title, Mesquite Local News. On the baseball side, we had Mesa View Physical Therapy, whose team won the Junior League Championship, Reliance Connects, Virgin River Hotel and Casino, Landtrends Landscaping, Mesa View Home Care, whose team is our Major Division Championship, Knights of Columbus, Mesquite Sunrise Rotary, Mesquite Elks Lodge, Farmer's Insurance Bill Mitchell Agency, whose team won the Minor League Championship, Mesquite Veterans Center, Mesquite Dental, Kokopelli Landscaping, Kids for Sport Foundation, Virgin Valley Dental and

Premier Properties. Again, I just want to thank the City of Mesquite for all of their support. Thanks for your time. Specifically, thank Nick and his group over there, the Athletic and Leisure Services Department. They sure do a lot from prepping the fields to registration and everything, so thank you.

[5:06 PM] Minutes:

Keith Capurro, CEO of Deep Roots Medical and Mesquite resident: I just want to bring everybody up to speed on our project. We have been extremely busy, and we apologize for not connecting with the Council as much as we should have, but I kind of just wanted to bring everybody up to speed. We have been operating our cultivation facility since July. To date, we have approximately a little bit over 55 employees now, the majority is which are Mesquite Residents. We are wholesaling product into Las Vegas, and actually we are wholesaling product all over the State where we are currently servicing 22 of 28 dispensaries located in Reno, Sparks, North Las Vegas, the City of Las Vegas, Henderson, Clark County, and Nye County.

To date, we have contributed over \$153,000 in fees to the City, which include origination fees, building permits and excise taxes. We recently received approval from the State to open up our production facility which will be making edible products and extracts shortly. We also had a pre-opening inspection for our dispensary, which went well. We anticipate our dispensary being open sometime in August, and in the upcoming weeks, we intend on having an open house for our dispensary for everybody in the community so they can come and check it out. And as we get more details on that, we will come here and let everybody know. Thank you.

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 the June 15, 2016 Regular City Council Meeting Agenda; the May 10, 2016 Regular City Council Meeting Minutes and the May 17, 2016 Technical Review Meeting Minutes.
 - Public Comment
 - Discussion and Possible Action

Council member Hafen moved to Approve Motion to Approve Items 2, 3 and 4 on the Consent Agenda. Council member Delaney seconded the motion.

Passed For: 5; Against: 0; Abstain: 0; Absent: 0

3. Consideration of approval of:
 - a) Notification of Budget Transfers
 - b) Notification of Budget Amendments
 - c) Notification of Bills Paid
 - d) Purchase Orders
 - e) April 2016 Financial Statements
 - Public Comment
 - Discussion and Possible Action

[Minutes:]

ITEM APPROVED WITH ITEM 2 AND 4 ON THE CONSENT AGENDA

4. Consideration of Approval to host a Marathon on November 15-16, 2016 at the Sports and Event Center (SEC) and to allow temporary overnight RV Parking at the SEC during this event. The participants will be using the neighboring trails for the marathon.
 - Public Comment
 - Discussion and Possible Action

[Minutes:]

ITEM APPROVED WITH ITEMS 2 AND 3 ON THE CONSENT AGENDA.

Resolutions & Proclamations

5. Consideration for Approval of Resolution 897, a Resolution of the Mesquite City Council, providing for the transfer of the City's 2016 private activity bond 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 deferred to David Empey.

[Minutes:]

Mr. Empey: For those who are in the audience tonight to hear in the Council Chambers as well as those at home who might be watching, this item has to do with what has become almost an annual transfer of this Private Activity Bond Cap. This year that amount is \$996,191.

What is this all about? I am sure people might be wondering. Nevada Rural Housing Authority assists in the State of Nevada now over 4900 families in obtaining their home and become homeowners. This would otherwise not be as possible because what is done with this Private Activity Bond Cap that we are transferring tonight is for the greater good. It has not been used in the fullest measure here within the community, but that does not mean that we can't tap into these bond proceeds. We along with other cities and counties transfer this to the Nevada Rural Housing Authority who administers these types of funds.

Now what do these funds do? It helps families overcome barriers to home ownership through down payment assistance and access to credit that may not otherwise be possible. It provides tax savings and down payment assistance for Nevada Homebuyers. For those who this may have peaked some interest, there is a website halinfo@nvrural.org. Again that website is halinfo@nvrural.org. There is contact information if you are interested in finding out more information on that.

Having said that, Staff recommends approval of Resolution 897 in authorizing a transfer of the 2016 Private Activity Bond Cap.

Council member Rapson moved to approve Resolution 897, a Resolution of the Mesquite City Council, providing for the transfer of the City's 2016 private activity bond cap to the Nevada Rural Housing Authority; and other matters related thereto. Council member Hafen seconded the motion.

Passed For: 5; Against: 0; Abstain: 0; Absent: 0

6. Consideration of approval of Resolution No. 898, an Interlocal Agreement with Regional Flood Control District for the maintenance of Mesquite Flood Control Facilities for FY 2016/2017.

- Public Comments
- Discussion and Possible Action

[5:11 PM] Minutes:

Mayor Litman read this item by its title and deferred to Bill Tanner.

[5:11 PM] Minutes:

Mr. Tanner: This is the annual agreement with the Regional Flood Control District (RFC). This year we budgeted \$627,700 for maintenance on the facilities that is classified as Regional Facilities and identified in Exhibit A in the Agreement. Of that \$627,000, this year we budgeted \$450,000 for sediment removal out of Town Wash. We are still working towards sediment removal from

the storm two years ago. We hope to have that completed sometime in the fall.

Council member Rapson moved to approve adoption of Resolution No. 898, an Interlocal Agreement with Regional Flood Control District for the maintenance of Mesquite Flood Control Facilities for FY 2016/2017. Council member Delaney seconded the motion.

Passed For: 5; Against: 0; Abstain: 0; Absent: 0

7. Consideration of Resolution 899 creating a special revenue fund for economic development services and other matters properly related thereto.

- Public comment
- Discussion and Possible Action

[5:12 PM] Minutes:

Mayor Litman read this item and deferred to Aaron Baker.

[5:13 PM] Minutes:

Mr. Baker: This Resolution formalizes the action taken during the budget process to set aside certain land sale proceeds for economic development services. So what you have here is just the formalization of that step you already made. I would be happy to answer any questions.

Council member Hafen moved to approve Resolution 899 creating a special revenue fund for economic development services and other matters properly related thereto. Council member Delaney seconded the motion.

Passed For: 5; Against: 0; Abstain: 0; Absent: 0

Department Reports

8. Mayors Comments

[5:14 PM] Minutes:

Mayor Litman: I am going to talk a little about natural gas service in Mesquite, the potential for it. In 2015, Senate Bill 151 was passed, and it directs Public Utility Commission of Nevada develop some regulations that would enable natural gas utilities to go through the process to apply to the Commission to expand natural gas infrastructure, and this would be to unserved or underserved

areas which would be consistent with a program of economic development. Southwest Gas is preparing documents for whatever will come from this.

To this end, I would need everybody's help if possible. That is to support this by going online to the City website and answering the questionnaire about this subject of natural gas. The effort has begun in earnest with a community survey. We both want businesses and residences to participate in this and just go online to the website. I would be most appreciative; I believe the entire City would. Answer the survey; it's very simple to do, and we will then turn the results over and Southwest Gas will continue on this project. It does take time. Even if it's 100% approved, don't be in a rush to see natural gas arrive in Mesquite. Everything is a slow, slow process. Thank you.

9. City Council and Staff Comments and Reports

[5:15 PM] Minutes:

Mayor Litman asked if there were any comments from City Council.

[5:15 PM] Minutes:

Council member Withelder: I would like to echo the comments from Mr. Dan Wright and Mr. Montoya regarding Little League. What started as a conversation four years ago turned out to be one of the most prolific items that the City has seen. The last two years we have had just at 300 players, 300 kids each season, which is almost unprecedented in the State of Nevada. I think this year, and correct me if I am wrong, that we had the largest Little League, single Little League in the State of Nevada. Is that correct? They are larger, but they are split up into different divisions, but we had the largest in the State, and I think that speaks highly for the City and the parents and all the kids involved. So thank you all and welcome back and come back next year. Thank you.

[5:16 PM] Minutes:

Council member Hafen: Just a comment on the AB 394. Friday will be the last meeting for the Technical Advisory Committee. We submitted our suggest plan for Virgin Valley. I don't know how long the meeting is going to be, if we will have the opportunity to present and answer any questions. After that, it will go to the actual advisory committee. They will receive recommendations from the consultant that was hired, Mr. Travinsky, and then see what happens from there with the Clark County School District. So if you don't have anything else to do and you want to listen to I won't say what kind of meeting, but you can go online and watch that if you like.

[5:17 PM] Minutes:

Andy Barton: I just want to announce that we are doing another City Manager Forum. It's going to be on Thursday, June 23, at the Terrace Restaurant at the

Wolf Creek Gold Club. Location is 403 Paradise Parkway. The starting time would be 8:00. Hope to see you there with your questions and with your appetite.

Zoning Items

10. Consideration of the Adoption of Bill No. 500 as Ordinance 500 (Deep Roots Medical LLC) to amend Mesquite Municipal Code Sections 2-14-5 and 2-14-9(J) by expanding hours of operation, and by reducing video storage requirements for dispensaries.

- Public Hearing
- Discussion and Possible Action

[5:17 PM] Minutes:

Mayor Litman read this item by its title and opened the meeting to Public Hearing. There were no speakers for Public Hearing.

[5:18 PM] Minutes:

Mr. Secrist. In August 2014, the City adopted zoning and business license regulations for medical marijuana facilities and a couple of the business license requirements dealt with hours of operation of the dispensary and surveillance video storage requirement the length of time that video had to be stored. Deep Roots is asking that both of these provisions be amended. They want their hours of operation extended from instead of 8:00 A.M. to 5:00 P.M. from 8:00 A.M. to 9 P.M. so they can serve customers after the normal work hours. On the video storage, when we adopted our regulations it appeared that the other entities in the County and the State were going to adopt a 90-day storage requirement and that's what we put into our code. As it turns out, the State adopted 30 days as the standard. Others have since followed suit so Deep Roots feels the requirement is onerous and additional requirements for their servers who burdensome so they are asking for the change. In any case, with that the staff recommends adopting Bill 599 as ordinance 500, with the changes to Sections 2-14-5 and 2-14-9(J).

[5:19 PM] Minutes:

Mayor Litman asked for questions from Council.

[5:20 PM] Minutes:

Council member Delaney: I went back and read the whole meeting from August 14th, where we adopted all of these. I think one of the things we were trying to do was trying to give it our best guess at that time what the state and other entities were going to do. That's how we wound up with the 90 days, and so it

makes sense that if the State is not going to ask for 90 days that we don't. I also got to thinking about it. We are the only place that has any kind of restriction or dictates the hours of operation. This would be the only business in all of Mesquite that we would say have certain hours. Now they are only asking for until 9:00, but I feel like why are we even saying they have to have certain business hours when it will be self-limiting. They are not going to be open when nobody's there. They don't want to have to pay staff and keep the lights, but that's my opinion. So I would like to see this amended so that if this is going to be self-limiting that they would set their own business hours so that they can make money as best they can. We don't tell other entities in town when they can and cannot operate. They decide that themselves, and that's what I have to say.

[5:21 PM] Minutes:

Council member Hafen: Just a couple of comments. First of all, they are not a pharmacy. They are not regulated like a pharmacy, so I mean I think Mr. Secrist answered that in Technical Review. They are not a pharmacy. He will meet the same requirements. So I am not sure that the comparison is legit, but I understand what they are trying to do. Just a question on, coming up in November, there is going to be a vote on recreational marijuana. Does this prohibit this in any way? If they want to go back to shorter hours of control with the video requirements storage. Does that prohibit us in any way if recreational passes? Will this be grandfathered in in any way?

[5:21 PM] Minutes:

Mr. Secrist: No, it should not. Any action tonight shouldn't bind future Councils, with changed conditions.

[5:22 PM] Minutes:

Council member Hafen: And then the last comment, this is just being an election year, if people are concerned about campaign contributions. I know it's not required, but I think there is some setting up here that it's totally up to them. We prided ourselves up here with Council and Mayor of being transparent. I know that there are a couple of members that received substantial campaign contributions from Deep Roots, and I will leave it up to them whether they want to disclose that or not. I know they disclosed it on the financial disclosure for the election, but you know, we have prided ourselves in being transparent, and you know maybe they want to disclose something, but I will leave that up to them.

[5:23 PM] Minutes:

Council member Delaney: Well, I think Council member Hafen said it. That is public record. DNR Holdings, which is Deep Roots Medical, did make \$1000 contribution to my campaign. The vote had already been taken. In fact, I surprised them tonight when I said why are we even regulating these. I think they are happy with the 9:00. It just doesn't make sense to me to regulate any business as to its hours. They are the ones in business, not us in that particular

business.

Council member Rapson moved to Approve the Adoption of Bill No. 500 as Ordinance 500 (Deep Roots Medical LLC) to amend Mesquite Municipal Code Sections 2-14-5 and 2-14-9(J) by expanding hours of operation, and by reducing video storage requirements for dispensaries. Council member Withelder seconded the motion.

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

Administrative Items

11. Consideration of Bid Award for the 2016 Mesquite Town Wash Detention Basin Sediment Removal.
 - Public Comment
 - Discussion and Possible Action

[5:23 PM] Minutes:

Mayor Litman read this item by its title and deferred to Bill Tanner.

[5:23 PM] Minutes:

Mr. Tanner: We opened bids on June 7th for sediment removal for estimated 40,000 cubic yards of sediment removal from Town Wash. We had 4 bidders, ACI, Mesquite General Contracting, Progressive Contracting and Trade West Contracting. The low bidder Trade West Construction was at \$380,000. That was \$9.50 a cubic yard. The highest was Progressive at \$13.02 a cubic yard. We are recommending that we award the bid to Trade West Construction for the amount of \$380,000.

Council member Delaney: I would like to move that we approve the bid award for the 2016 Mesquite Town Wash Detention Basin to Trade West Construction for \$380,000 according to all Staff recommendations.

Passed For: 5; Against: 0; Abstain: 0; Absent: 0

12. Consideration of a performance review and contractual pay increase of City Attorney.
 - Public Comment
 - Discussion and Possible Action

[5:25 PM] Minutes:

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

[5:25 PM] Minutes:

Mr. Sweetin: This is my annual performance review and pay increase, as you said. I just have a couple of notes for the Council on what Donna and I were able to accomplish over the last year. It is pretty quick, and then I will answer any questions that you guys have.

The first point I want to make is what we have been able to do is keep outside litigation costs extremely low. That was a primary goal when I was appointed. The only case where we have had to hire outside Council since I have been appointed was on a case that we were already in, and it was a case where Pool Pact had given us coverage and then in the middle of the case they revoked coverage. They never gave us a good explanation of why they revoked coverage, they just said, oh, nope, not covered. So what we did is because we already had an attorney in the middle of that case, we spoke with her. She is a very good, very confident attorney, and she said that she would keep us a very low rate, basically what Pool Pact had been paying her. Then what we did is what got into the case. As I kind of took a look at it, it looked like we were about done. We didn't have any reason to continue on in the case, so we pushed and pushed and pushed for her to file a motion to dismiss. She did that, and the case was dismissed. So we were able to close that case out. We were successful in winning that, and we kept out costs pretty low on that relative to what I think Pool Pact would have ended up paying or what we would have paid if we just went out to market on that.

Another area where we have really seen a lot of savings is in labor relations and labor negotiations. I've kind of attempted to leverage our relationships with other city jurisdictions like North Las Vegas and Henderson and the school district where they have their own in-house labor attorneys. I know a lot of those folks, and they worked with us in essentially litigation we've had with our labor unions. We are in the midst of awaiting an arbitration decision. We did have one case where we were sued by the Union. We went to the Employee Management Relations Board. I handled that case, and we ended up getting that case dismissed, so we were successful on that and didn't have to pay anything.

The second point I would note is one thing that I've worked very hard to do and worked with the Council and the City Manager's office is increasing Mesquite's presence in the political community. We worked really hard to make sure that we are joining in on lawsuits and being of assistance where we can to other local government agencies, that when it comes to AB 394, Council member Hafen, I have been helping him on that in getting reports together and making presentations before the TAC. I note that with AB 394, and even though I am up for a raise, I would like to say it is mostly me, but I think it's mostly Council member Hafen. We have had just an inordinate amount of political leverage in

that process. When you look at what Mesquite has been able to accomplish and how they are listening to Mesquite, we are just as on par the City of Las Vegas, the County at large, and Henderson, which is pretty unusual for us. The report that came out of from the Technical Advisory Committee this week summarizing the recommendations that they are going to be talking about on Friday cited a lot of the parts of our report. We have a very good relationship with every single member of the TAC, both sides of the aisle, Republic and Democrat members representing teacher's unions, representing interest adverse to teacher's unions. They all have really liked us, and we worked really hard to get those relationships.

One thing I have also done is participating with Wes Henderson. He created a new city attorney's board. That's been a really good resource, because city attorneys from around the state can get together, share briefs, share issues that have come up, and it's really done a lot of good, especially since we eliminated the assistant attorney position in short cutting a lot of work, because we don't have to start at square one on a lot of projects.

One thing we did recently was I started a high school intern program. We take three of the top students from the high school. We let the high school pick those students. They send them over to be interviewed. The last group of three was Kai Mitchell, Savanna Browning and Rebecca Peeble. They were all valedictorians of the class and just graduated. They were all extraordinary. They helped us in tons of research. I was maybe a little tough on them at times. I was giving them assignments like you give someone who just finished their first year of law school, but these were some very, very talented and smart students, and they always rose to the occasion, did very good work and that's something that we are looking to continue. It's a good source of free labor for us, and it lets these high school students get experience working in an office, working in a legal office, and getting that experience.

Finally, I just note with prosecution, we have just stayed the course on prosecution. I have continued to get over to court, focusing on drug offenders, violent offenders, making sure that the community is safe. I note that our case of recently with Detective Jordan Bundy, he was transferred back to patrol as a sergeant. His shift, based on what I have seen, has been responsible for an increase. He's an extraordinary officer, a very good leader over there. I can always tell when he has been on duty, because I will come back to work, and we have got a bunch of people in jail that I have to go over and see. They are not ticky tack stuff. This is real crime that he is stopping and doing a very good job of. So I cannot speak highly enough of him and his shift, but that has created quite a bit more work for us, but they do very good cases, put them together very well. Troy Tanner, the whole police department, just does a very good job of keeping all that straight for us.

Finally, Judge Toon started a Drug Court program. The City Attorney

participates in that. I essentially provided advice on who I think should be eligible for the program, and then also when folks violate from the program, I recommend punishment. Drug Court can last 2 to 3 hours on some occasions. It is not a short, quick thing. It is really is pretty time consuming. As far as I know, I am the only member of the Drug Court team that didn't get any extra compensation. I think everybody got some of that grant money that came in. I probably didn't do a good job of negotiating that myself, but we have worked hard with the court, and it really is a good program. We have seen a couple of folks that have been able to turn their lives around from it.

So I love working as City Attorney. It has been a great job. This would just be a lineup for 5% pay increase under the contract, and if you guys have any questions for me, let me know.

[5:25 PM] Minutes:

Council member Green: I just want to state that as a relatively new council member, I am extremely well served by our City Attorney. I had only a slight overlap with the previous City Attorney, but I am extremely well served, and I am glad to hear of these additional programs that Mr. Sweetin has talked about that he has reached out to be involved with, so as a Council person I am extremely well served.

[5:33 PM] Minutes:

Council member Rapson: I echo that sentiment. I mean, my concern was with prior attorneys, and I use the plural because it seemed to be pervasive, they get the answer that somebody wants to hear. I want the answer that is right. That's what we get with Mr. Sweetin. That is a crucial distinguishing feature in City Attorneys. They get a lot of pressure from a lot of different people; in fact, all of them are up here. It doesn't matter. It's what's the right answer, not somebody is lobbying to get the answer be, and that's a refreshing change. I think he does a great job. He is rarely at his desk. He is going 90 miles an hour. He's in Vegas, he's in court. He is doing this. He is doing that. He's saved us tons of money. So I am all in.

[5:33 PM] Minutes:

Council member Withelder: I would like to echo Mr. Rapson's sentiments, and I am ready to make a motion if there are no other public comments.

[5:34 PM] Minutes:

Council member Hafen: Just to comment, most of you know that when Mr. Sweetin took over there has been no Assistant City Attorney. He has handled it all and done a great job. I just want to echo everything that has been said. Also, on AB 394, he has been a great help to me. There's a lot of requests that they have that they wanted to brief the Technical Advisory Committee on that Bob's gone above and beyond the call of duty to go get answers and meet with people.

As he said, it has been a good process and they have listened to us.

And I do want to thank him for bringing it before the Council, doing it the right way, so we can evaluate you here in a Council meeting and not in the budget. So thank you, and I appreciate all you have done for the City of Mesquite.

[5:34 PM] Minutes:

Mr. Sweetin: It's not fun, but you're welcome.

[5:35 PM] Minutes:

Council member Delaney: When we did this with Mr. Sweetin, my concern with him was that he was biting off more than he could chew. He's got to wear several hats, he is a dad, he does a whole lot of work, and pleasingly he has stood up to the task at this time. So you know I see his head swelling as we all talk about him, but at least he still has got all of his hair. I haven't seen him climbing the walls too much.

Mr. Sweetin: I have lost some hair actually. Yes, I lost a little bit, and I got some gray ones coming in.

Council member Delaney: I think he has been doing a pretty good job, and I think that he is earning every penny that he is getting.

[5:35 PM] Minutes:

Mayor Litman: Also before we have the motion, I will throw in my comments. I need to speak with Mr. Sweetin frequently on issues that are legal, and he is always available for those issues, and if he is not available at the time, I get emails at the strangest hours, so he is there.

Council member Withelder moved to approve the Performance Review and contractual pay increase of City Attorney. Council member Hafen seconded the motion.

Passed For: 5; Against: 0; Abstain: 0; Absent: 0

13. Consideration of access issues and options adjacent to the intersection of Oasis Boulevard and Pioneer Boulevard on property owned by Urban Land.

- Public Comment
- Discussion and Possible Action

[5:36 PM] Minutes:

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

[5:36 PM] Minutes:

Mr. Secrist: The Virgin Valley Water District has been in discussions with Greg Lee of Urban Land for permission to relocate a municipal production well on their site. Here on the screen you see their 11-acre property. So it's 11 acres at the intersection here of Oasis and Pioneer Boulevard. You have got Bank of Nevada there on the corner, Pinnacle Subdivision over here on Summit Court and that's the Oasis Business Park here. The current well is located here, and right now it is not operational, which is why they need to relocate. According to the water district's rules, they can't drill another well within 100 feet, so they need to go further out. They have opted to try and locate it down in the southwest corner of the property kind of next to Summit Court and Pioneer Boulevard. That gives them the distance separation that they need and also still allows them to use some of the pipe and infrastructure to carry the water over to Arsenic Treatment Plant.

In order to do this, they need access. There is going to be some grading on site. So the Lee family thought, well, if they are going to do that, we have got some things that we would like to do with the rest of the site. We are going to maybe do some grading at the same time so we can move dirt together and help each other and provide some access to the rest of the site for future development. So they got together and came up with a plan on doing that. This slide and the next one are just artists' renderings of what that well facility would look like down in the southwest corner after it's built. There's an existing 25-foot wide driveway access now that would lead into the property and then there is a proposed new road that would come up along side of that. This is the view from Pioneer Boulevard again of how they expect this to look.

So they got together and came up with a plan to change the circulation on the site and construct this well facility, and it involves putting in a new driveway right here off of Pioneer Boulevard, kind of halfway between the bank's driveway and Summit Circle, and it would end in a temporary cul de sac, a temporary turnaround right here, but basically it gives access, the shortest route to Lot #1 where the new well would be constructed. The other side of the drive would be the staging area for the construction. So it allows the site to be accessed that keeps the construction traffic separate from the bank traffic coming in and out of this driveway. This is a full turning movement driveway. You can turn left or right in and out of the bank and there is no signal here. Keeping the traffic separate is a good thing. So that's kind of the first phase so they can get the well developed through their staging.

Once it is built, the second phase would be to extend this road up to the north, north end of Lot #2 here, and then it takes a 90-degree-angle turn out to Oasis, and they would be adding an additional driveway at that location, also full turning movements left and right in and out. Basically what this does, I guess a better connectivity creates kind of a grid circulation so the traffic can move in a number

of different directions. We think it will actually alleviate some of the pressure on this driveway coming into the bank and they extend this connection down from this road here to that bank driveway. It allows Lot #2 and Lot #3 to be developed and again improves the circulation.

The third phase would be to extend, make a connection from this road up to the existing access easement that comes in off Oasis at this location, and to open up an access drive from Oasis Business Park and bring it down to that road. So this basically opens up these properties next to the golf course for development, presumably for residential development where they are behind Pinnacle Subdivision and right on the gold course, and Lots #4 and #5 could be developed for future commercial uses. At this point in the development, the Lee family said they can close up this driveway down here if need be, if it became a problem with conflicting traffic between the two drives. Again, we think this solves a number of issues. It helps Virgin Valley Water District. It helps Urban Land with the future development of their property, and will make some of the traffic issues better off than they are now.

So what's the issue? Well, the issue is in the transportation element of the master plan, we have access management standards, and these standards have to do with moving traffic or mobility and to getting access to the system. Accesses, intersecting streets or driveways where vehicles can enter the arterial streets. The access management standards only apply to what are termed high access arterials, both Pioneer and Oasis at this location are, and those standards that we have adopted are based on future capacities of those streets, not necessarily existing conditions. The idea being you want to preserve capacity so that when we have another 25,000 people in the City, we don't reach grid-lock. We can still be able to move traffic quickly and safely and so forth without constant interruptions and in conflicts. As you increase access, you have more driveways, mobility slows down the speed and the volume. So a couple of those standards are in conflict with what they are trying to do. One of them says there shouldn't be any left turn movements onto our high access arterial unless it is at a signalized intersection. Well, none of these intersections are signalized, at least the ones that are being proposed. Existing intersection at the bank is not signalized. Existing intersection coming into the well up above on Oasis is not signalized. One of the other policies says that driveways should be spaced minimum 500 feet apart on high access arterials. The driveway #1, the first driveway put into the well, is only 234 feet from the bank driveway, and this one is about 243 feet from the existing one up above it. So they don't meet the 500 foot requirement.

I guess the first thing that I would say as far as these policies are that they are in fact just policies. They are not hard and fast rules in the way that adopted code standards and requirements are. They're their guidelines, and it requires I guess the wisdom of governing body to apply them in a way that makes sense. We think that in this case, what's being proposed is probably the best way to handle

future development of this site, the best way to alleviate some of the existing circulation issues of those driveways even though they don't conform to the letter of the policies and the master plan.

So with that, my recommendation is to approve the relocation of the well as it is proposed and to also approve the variance or deviation I guess from access management policies contained in the master plan regarding driveway spacing and left turn movements, at unsignalized intersections as depicted on their future site development plan for this property.

[5:46 PM] Minutes:

Mayor Litman: When this is built out and they have their gate there, what sort of traffic do we anticipate going in and out of the well site, not during construction, but when it is all finished up?

[5:47 PM] Minutes:

Mr. Secrist: Just the well site or the—

Mayor Litman: Yes, because you will have a driveway going in there, but is it ever going to be used?

Mr. Secrist: It would only be used by Virgin Valley Water Staff, and I wouldn't think there is too much in the way of daily traffic. Maybe they can speak to that.

[5:47 PM] Minutes:

Mayor Litman: My second question would be does it impact the driveway going into Summit Court, not that there are a lot of houses there?

[5:47 PM] Minutes:

Kevin Brown, Virgin Valley Water District: There are two proposed accesses into the well site, one directly off of Pioneer Boulevard. I think what you are showing on that one artist's depiction. That one we don't anticipate using except for when we need to do longer-term maintenance on the well itself, and that hopefully, knock on wood, it would be once every 5 years or so or more. The other access off the road that were talked about just to the east of the facility would be accessed on a daily basis from our staff just to go in and open up the door on the well, make sure everything is running okay, and there are no problems. So that is kind of the plan for that.

[5:48 PM] Minutes:

Mr. Secrist: As far as any issues with Summit Court, I mean you have the same issue, the distance separation there that you do from the bank driveway. It's only a couple hundred feet away, 200 something feet. So there could be some potential conflicts as right turns are made out of the Urban Land Property, and if

people are trying to turn left out of Summit Court, there could be some potential conflicts. The new driveway that goes into the well facility is right in right out. No left turns there and there would be kind of a tack on island strip put in Pioneer Boulevard with signs that say no left turns so people won't be trying to turn left into or out of that driveway.

[5:49 PM] Minutes:

Council member Green: We are also looking at extending that drive alongside that on north right?

[5:49 PM] Minutes:

Mr. Secrist: Yes.

[5:49 PM] Minutes:

Council member Green: And then a right to go back out to Oasis.

[5:49 PM] Minutes:

Mr. Secrist: That's correct.

[5:49 PM] Minutes:

Council member Green: So that would aid in the development of those lots, I would think. So it's a twofold purpose, not only for access to the well, but for Urban Lands to actually potentially – and that area is zoned C, commercial, where Lots #4 and #5 are.

[5:49 PM] Minutes:

Mr. Secrist: It is zoned for hotel tourist/commercial.

Council member Hafen moved to approve the access issues and options adjacent to the intersection of Oasis Boulevard and Pioneer Boulevard on property owned by Urban Land. Council member Rapson seconded the motion.

Passed For: 5; Against: 0; Abstain: 0; Absent: 0

14. Consideration of the selection of an insurance carrier for the City of Mesquite and other matters properly related thereto.

- Public Comment
- Discussion and Possible Action

[5:50 PM] Minutes:

Mayor Litman ready this item by its title and deferred to Andy Barton.

[5:50 PM] Minutes:

Mr. Barton: The City Staff for some time has been looking into the practicality of changing our liability and worker's comp. insurance. We are currently insured through the State Insurance Pool, otherwise known as Pool Pact, for both types of coverages, and we have been for many years, I believe since the mid 90's. The question that Staff was attempting to answer was whether or not we were getting the best value in dollars that we have been spending. To answer that question, Staff looked into the coverage provided by three insurers. Pool Pact which is currently offered through Valley Leavitt Insurance Brokerage, Beacon One which is prospectively offered through Valley Leavitt Insurance Brokerage, and Travelers which is offered through Alan Kaercher Insurance Brokerage. Each of these entities has spent significant time and considerable effort in preparing good materials and answering the many questions that Staff had, and we're most appreciative for all of their efforts on our behalf. I believe we have representatives from Pool Pact, Valley Leavitt and Kaercher Insurance Brokerages here. Maybe we will need to rely on them to answer questions that Council may have a little bit later on.

After considerable review and analysis, the Staff is recommending that the City purchase both liability and worker's comp insurance through Travelers. Travelers has an excellent track record with other municipalities, and it's my understanding that the Virgin Valley Water District recently contracted for their services. If the Council likes to go with Travelers, the new contract would commence on July 1st. Per our existing contract with Pool Pact, we would have to give the State Insurance Pool notice no later than June 30th. The level of service provided by Travelers is roughly equivalent to what we are receiving from Pool Pact, and I say roughly because there are some grants and a few services available through the Pool that Travelers does not offer. Nevertheless, the savings realized by electing Travelers would more than offset those grants. Compared to our original budget numbers, the City would be saving \$49,000 in liability insurance and \$287,000 in worker's comp. The aggregate saving for the City would be \$337,000. Overall, we believe that Kaercher Insurance/Travelers providing the most comprehensive proposal with the greatest value to the City, and that's the reason the Staff is recommending choosing them for the coming fiscal year. If the Council approves, we will transmit a letter to Pool Pact informing them of the Council decision. So my recommendation is Travelers.

[5:53 PM] Minutes:

Council member Rapson: I am not sure I have any questions, but I just want to explain for the public's iteration that we did spend a lot of time interviewing and going through the materials, and all three of the companies are quality companies, and there is very little to distinguish them. I will say there are some

distinguishing features, but nothing that is so blaringly repulsive that it is an easy decision, except I will say the Leavitt Group and One Beacon was of great presentation. I am disappointed that they couldn't come up with a worker's comp component, and I know they have offered to say, hey, Alan Kaercher, let's bifurcate yours and we will take that piece of yours and you give us this. I don't think it works that way. You bring a package or you don't bring it. So I am disappointed with that. I think One Beacon would have been a very good alternative. Pool Pact, they are more expensive. They do offer some alternative services and some opportunities for staff and so forth for training or for education purposes, but frankly I think that the savings is important, and we have had some issues with respect to claims and disallowances, and I think it is time for a change.

So I am on board with Mr. Kaercher and Travelers. I will caution, however, on the worker's comp piece, I know we can't guarantee rates, and I know we can't because it is a moving target in certain respects, but if this starts creeping, this is going to go to bid again. It is just the way it is. The loss leader is going to work for a minute, but if the loss leader is no longer a loss leader, I am willing to do this every year, so it doesn't bother me. So I just want to caution you guys, be careful with the worker's comp, no creep. Thanks.

[5:55 PM] Minutes:

Council member Green: I just want to ask if Mr. Sweetin could explain what happens to any claims that are in process that might have occurred under the coverage with Pool Pact.

[5:56 PM] Minutes:

Mr. Sweetin: They will stay under Pool Pact. So they will continue to cover those claims, and we have access that those claims be covered because they occurred during the coverage period, so right now there are two claims that will continue on with Pool Pact. One of them has been going on for several years. I have attempted to contact the Pool Pact's attorney that they have assigned us on that a half of dozen times, and I haven't heard back from them. That case is still ongoing. And then Highland Hills that we have received a reservation of rights letter on. So that is currently covered.

[5:56 PM] Minutes:

Council member Green: So we don't lose any coverage by making the change?

Mr. Sweetin: Correct.

[5:56 PM] Minutes:

Council member Hafen: I, too, appreciate the presentations and the time that everybody has put in. Just going forward, if this thing is bid every year I would hope that we learn something when we went through this process that I know

there was some shared information that in my opinion shouldn't have been shared, and I hope that that is eliminated in the process going forward; I don't think that is right, and I think it needs to be a fair process, so I would caution staff and whoever was involved that way that that does not happen in the future, that when we get bids, those bids are kept to the City, not with other competitors.

Council member Rapson moved to approve the selection of an insurance carrier for the City of Mesquite and other matters properly related thereto. Council member Hafen seconded the motion.

Passed For: 5; Against: 0; Abstain: 0; Absent: 0

Public Comments

During the Public Comment portion of the agenda comments must be limited to matters within the authority and jurisdiction of the City Council. 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 to the City Council at this time, please step up to the podium and clearly state your name. Comments are limited to 3 minutes in length.

15. Public Comments

[5:57 PM] Minutes:

Mayor Litman opened up the meeting to Public Comments.

[5:58 PM] Minutes:

Alan Kaercher: Hello, I am Allan Kaercher, President of Kaercher Insurance. It is amazing. I am a native born in Las Vegas. I have got Tim Bishop here who is a native born of Moapa, so your sister city there. We wanted to say thank you, because it was a lot of work involved in this, believe me. I do know that we have to hold everything. George, I think you saw that down at the convention center, so we will do that, but we want to thank you all. I delivered a great book to Andy this evening on the services we do. You have got safety manuals; you have got IT manuals; you have got everything now. We will now be sitting with Travelers to sit here and set up a risk management program for the City of Mesquite and work on a plan going forward that I think you will like the services that we provide. I want to thank you very much for your vote. Thank you.

[5:58 PM] Minutes:

Dustin Witworth, Leavitt Group Insurance: I think it is unfortunate. I think what – frankly, I think it is disappointing. I think the way the whole insurance thing went down, and I am not even talking to you guys right now, just for the public comment. At this point the public so they understand kind of how the whole thing went down. The Leavitt Group has worked as the broker, the insurance for

the City of Mesquite since they incorporated, I believe. Correct me if I am wrong. The interesting thing about this whole situation is the Leavitt Group actually introduced Travelers to the City originally. Maybe you know that, maybe you didn't. Maybe a little miscommunication on our part of when you were expecting a quote from us, but the fact of the matter is that Leavitt Group brought Travelers into the equation, so for us to ask for a change of broker to Travelers on our behalf, it's really not a change from them to us, it's a change back to us, because we originally introduced Travelers to the City if I am not mistaken. Craig Hatterly set that meeting up. Maybe some of you were in it.

Just for the record, too, I am born and raised in Mesquite, Bunkerville actually, but went to high school here, and let me think, every single one of our staff members works here in the town, so it's too bad, because those commission dollars would have stayed in the City, and unfortunately now they will probably drive down the highway to either Moapa it sounds like or Vegas, which is a substantial amount, I think around \$30,000 of commission on this account. So it's unfortunate, I think, that some consideration to the local aspect of this was not taken into consideration, like I think it should have.

Keeping in mind, too, that the Travelers' quote would have been exactly the same as it was under the Alan Kaercher presentation. It would have been the same with the Leavitt Group, so appreciate your time.

Adjournment

16. Adjournment

[6:01 PM] Minutes:
Mayor Litman adjourned the meeting.

Allan S. Litman, Mayor

Tracy E. Beck, City Clerk



**Mesquite City Council
Technical Review Meeting
Mesquite City Hall - Training Room
10 E. Mesquite Blvd.
Tuesday, June 21, 2016 - 1:30 PM**

Minutes of a scheduled meeting of the City Council held on Tuesday, June 21, 2016, at 1:30 P.M. at City Hall in the Training Room. In attendance were Mayor Allan S. Litman, Council members W. Geno Withelder, Kraig Hafen, George Rapson, and Cynthia "Cindi" Delaney Also, in attendance were City Manager Andy Barton, City Attorney Robert Sweetin, Development Director Richard Secrist, Public Works Director Bill Tanner, City Liaison Aaron Baker, City Clerk Tracy Beck, other city staff and approximately 27 citizens.

Mayor Litman called the meeting to order at 1:30 p.m. Council member Rich Green was excused. (NOTE: This meeting has been tape-recorded and will remain on file in the office of the City Clerk for four years for public examination.)

Below is an agenda of all items scheduled to be considered for the Mesquite City Council Regular Council Meeting. Agenda items discussed on this agenda are considered "Proposed" until the final agenda for the Regular City Council Meeting is posted, according to NRS 241.020. 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 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

During the Public Comment portion of the agenda comments must be limited to matters within the authority and jurisdiction of the City Council. 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 to the City Council at this time, please step up to the podium and clearly state your name. Comments are limited to 3 minutes in length.

1. Public Comments

[Minutes:]

Mayor Litman opened up the meeting to Public Comments.

[Minutes:]

Mayor Litman: I want to remind everybody that at a Tech meeting, we make no decisions on any item. So everything we do here is just to introduce the item, and if there's questions from Council about them, we try to answer those questions. So there's no debating. If you are going to comment on, obviously item #13, you might want to wait until we get to that item rather than general, but that's up to you.

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.

Additional items to be added:

[Minutes:]

Dirk Marshall: One is the Consideration of Approval for an Agreement with Granicus. We are looking to replace our agenda management application, and this is a contract to do that. This will also include streaming video and all of that. The second one is an extension of our Google Apps agreement, which will also move us to Google Apps Unlimited, which gives us unlimited storage on there.

2. Consideration of Approval for the June 28, 2016 Regular City Council Meeting Agenda; the May 11, 2016 Budget Work Session #1 Meeting Minutes; the May 12, 2016 Budget Work Session #2 Meeting Minutes; the May 17, 2016 Special Tentative Budget Meeting Minutes and the May 24, 2016 Regular City Council Meeting Minutes.

- Public Comment
- Discussion and Possible Action

[Minutes:]

Mayor Litman read this item by its title and asked if there were any questions or comments. There were none.

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 2016 Financial Statements

- Public Comment
- Discussion and Possible Action

[Minutes:]

Mayor Litman read this item by its title and asked if there were any questions or comments.

[Minutes:]

Mr. Empey: I would like to add some budget amendment changes to the budget. They are not in your Council pack, but we got that review concluded after the filing day. So there are some previously unbudgeted revenues that I would like to adjust the budget and reallocate some of the outgoing transfers from the General Fund to address interest that the Council has in paying down some debt that will save the General Fund \$125,000 over the next 9 years.

Mayor Litman: So we will add that in to the Consent Agenda.

Resolutions & Proclamations

4. Consideration of Approval for Proclamation "General Aviation Appreciation Month"

- Discussion and Possible Action

[Minutes:]

Mayor Litman read this item by its title and asked if there were any questions or comments. There were none.

5. Consideration of a Proclamation declaring the month of July 2016 as "Flash Flood Awareness Month" in the City of Mesquite.

- Discussion and Possible Action

[Minutes:]

Mayor Litman read this item by its title and asked this there were any questions or comments. There were none.

[Minutes:]

Mayor Litman: They have come out with a quite a big ad campaign this year that you will see on media, and there's going to be, more so for the City of Henderson and Las Vegas and North Las Vegas, a new app for the iPhone that you can find out where there is a flash flood taking place, so you don't drive there, but they haven't put that on for Mesquite.

6. Consideration of Approval of Resolution No. 900 of the City of Mesquite designating public buildings for use to collect or gather signatures on petitions.

- Public Comment
- Discussion and Possible Action

[Minutes:]

Mayor Litman read this item by its title and asked if there were any questions or comments.

[Minutes:]

Ms. Beck: This is an annual, same place every year.

[Minutes:]

Mayor Litman: Same place every year.

Department Reports

7. Mayor's Comments

[Minutes:]

Mayor Litman: I have nothing at this time.

8. City Council and Staff Comments and Reports

[Minutes:]

Mayor Litman read this item and asked Council and Staff if they had anything.

[Minutes:]

Council member Withelder: Maybe.

Zoning Items

9. Consideration of Extension of Time Case No. EOT-16-001 (Sun City Communication Tower) requesting additional time to construct the communication tower approved under Conditional Use Permit No. CUP-13-003. The proposed tower will be located at 1499 Falcon Ridge Parkway in the Planned Unit Development Park, Recreation and Open Space (PROS) zone.

- Public Hearing
- Discussion and Possible Action

[Minutes:]

Mayor Litman read this item by its title and asked if there were any questions for Mr. Secrist.

[Minutes:]

Mr. Secrist: This is just another extension for the tower.

[Minutes:]

Mayor Litman: Is this the third extension?

Mr. Secrist: Yeah.

10. Consideration of Conditional Use Permit Case No. CUP-16-002 (Eureka / Rising Star) to change the face of an outdoor billboard sign to a full color LED display, at 600 Eldorado Road, in the General Commercial (CR-2) zone.

- Public Hearing
- Discussion and Possible Action

[Minutes:]

Mayor Litman read this item by its title and asked if there were any questions or comments.

[Minutes:]

Council member Rapson: That is the same as what is up there on the old 19th Hole. It looks great.

[Minutes:]

Mr. Secrist. Yes.

11. Consideration of Conditional Use Permit Case No. CUP-16-003 (Eureka / Rising Star) to change the face of an outdoor billboard sign to a full color LED display, at 333 Sandhill Boulevard, in the Hotel Tourist (HT) zone.

- Public Hearing
- Discussion and Possible Action

[Minutes:]

Mayor Litman read this item by its title and asked there were any questions or comments.

[Minutes:]

Mayor Litman: I take it that's the one right at the hotel.

[Minutes:]

Mr. Secrist: The hotel is behind it, right next to I-15.

12. Consideration of Variance Case No. V-16-001 (Eagles Landing Signs) to consider sign height and area variances for pole signs on the various properties of the Eagles Landing commercial subdivision, located generally at 1950 W Pioneer Boulevard in the Light Industrial (IR-1) Zone.

- Public Hearing
- Discussion and Possible Action

[Minutes:]

Mayor Litman read this item by its title and asked if there were any questions or comments. There were none.

Administrative Items

13. Consideration of Approval of a proposed dog park/runs (off leash areas) at Redd Hills Park located on Fountain View Lane and Redd Hills Parkway.

The City of Mesquite Department of Athletics & Leisure Services has a vision for these parks and the community where dogs can run free and socialize safely at our parks for our K-9 friends and owners.

Proposed 4 areas of fenced facilities, approximately 26,500 square foot area (2 small dog areas) (1 Large Dog area) and (1 open off leash area).

2 large dog underground waste receptacles and 2 water stations to clean animals.

- Public Hearing
- Discussion and Possible Action

[Minutes:]

Mayor Litman read this item by its title and asked if there were any questions or comments.

[Minutes:]

Carol Livingston: I live in Lake Ridge II. I went door to door to Lake Ridge I, Lake Ridge II, Santa Barbara, Villa La Paz and Vista Heights. Out of 110 people who answered their door, about 3 to 4 did not sign the petition against this park, and it's because several of them didn't quite understand. First of all, this park is one-fourth to one-third the size of other parks in our City, and you want to take 26,000 square feet out of it for these chain link fenced in areas.

Second of all, people come before dogs. My grandchildren play soccer over there before their soccer tournaments. Other people have played soccer and baseball before their tournaments. My grandchildren also throw boomerangs, and they also launch rockets over there. We have a dog park, which is an eye sore. I think you have all been to 2nd South and seen the dog park there. The grass is no longer there. The urine from the dogs has killed the grass, and it's not been kept up. It looks horrible. When I think of what you are trying to do to our neighborhood, it makes me sick. I hope somebody else speaks up.

[Minutes:]

Dwayne Carrier: I live in La Scala, which is right above the dog park. Right above the park. It is not a dog park yet.

Dwayne Carrier: Well, right above the park. I am sorry. The trouble right now with La Scala, there are 34 lots, 14 of them are not built. There are 2 or 3 that are going to be overlooking the proposed park. One of them has already submitted plans which are directly above the park, and most of the people are out of town this time of year, so there is probably only 10 people in La Scala that could be here if they could. The few people I talked to in La Scala are totally against this. They think that having that dog park, especially for the people that live overlooking it, is going to be an eye sore. I would think that if you are bound and determined to have a dog park, Maryland Park doesn't have houses. One side is the road, the other side is the field, and it would be to me if you needed another dog park, which I don't think we need, that would be a more suitable area, because there isn't going to be residents right around it, and that's it. Thank you.

[Minutes:]

Fredrick Evans: Good afternoon. My name is Fredrick Evans. I am a 12-year homeowner here in Mesquite. I am also a 20-year veteran of service to the United States Military. I think it is important that we have a park that is dedicated to our service animals and to our pets. I am a pet owner. I think it is very important that we have a place to enjoy with our pets, for them to socialize with other animals and to get exercise and what not. I do believe in responsible pet ownership and maintaining after our pets is a very important thing to do. I understand that there is some opposition to the park, but I think it is an important addition to the City of Mesquite. There are little enough grassy areas in order to take your pet to exercise here in the City, and it is certainly a good addition, and I hope that the City moves forward with it. Thank you.

[Minutes:]

Del Brown: My name is Del Brown, and I am a Lake Ridge II resident, and I live right across the street from that park, the proposed park. We already have a dog park in town, and we monitor the usage of it. On May 26th, 11:10 p.m., there were only 2 people, and there were 2 dogs. At 2 p.m., there was 1 person with 1 dog. Then again, on May 27th, 11:30 at the dog park there was 1 person there with 1 dog, and May 28th, at 1:00 p.m., there was one 1 person with 1 dog, and on May 29th, 2:00 p.m., there was nobody there. So we have a dog park that is already in the City. Why do we need another one when we have one that is not being used or maintained very well? Now, you have a bunch of very expensive homes around that park area, and to put that in the middle of it, because right now it is a nice green belt area; it is a passive park; it is also a very tranquil park. We have people go out there, and they sit there and read books under trees and stuff like that. You throw it in with a bunch of dogs with chain link fence, they won't have any place like that, because it is about the only park in town you can do that where you can have a nice tranquil place. So to put the dog park in there, you are not only running the risk of devaluating the properties around it, which we are having a hard enough time getting the price back up now the way it is, so to put any kind of detriment in there like that and mess up the park. Because it's beautiful, but it won't be that way long if we compare it to what the current dog park looks like. Take the money that you have which you are going to put on this one, upgrade the other one that you already have that nobody seems to be using much, and make it where it is enticing for people to come to and use, because you have got plenty of room in there. You don't need to take and mess up another park with a dog park. Thank you.

[Minutes:]

Nancy Chamis: Nancy Chamis, Lake Ridge I. I, too, am a dog lover. We have dogs all the time. My children have dogs. They come and visit me, and I can tell you from my daughter's very large yellow labs what happens to grass. My backyard is polka dot, and I work on it constantly, and I have not seen the City

take care of the dog park that is already in existence. So why would you want to destroy a park that has been designated a City park, which means it is for people, responsible dog owners that walk their dogs on leashes, which is a City Ordinance, and pick up after themselves. I have been to Redd Hills Park, and I have walked through there with my big dogs, picked up their excrement, and thrown it in the receptacles or taken it home and thrown it in my trash. I have found numerous piles of dog excrement, and I am wondering about putting up chain link fence when the water that goes onto that grass is not fully treated water. The chain link will eventually look cruddy, because of all of the crud that is in the water that is used, which is understandable. I also want to know why the City has not taken care of the park they have, the dog park. Why was that not done? Why is the City even thinking of lowering property values in the area of Redd Hills Park putting in numerous different dog parks for a few people, when the majority of your residents are against it? Please consider that. I greatly appreciate it. Thank you.

[Minutes:]

Terry Sodder: My name is Terry Sodder, and I live in Lake Ridge II. I guess my main thing on this is that when this is put in, will all the residents in a certain area of the park and so forth be notified before this, so there would be any public comment on this as far as what is going to happen and what it is going to look like? And also I guess my main thing is that I don't know who is going to pay for it or where that money comes from. As far as from what I have read, the City does not have an over abundance of extra money, I guess I would say, and I am thinking of the maintenance going forward on it also, because once this is done, it is all well and good, it is fine, but you are going to have maintenance on it from now on, and I think that is all something that should be considered when this thing is put in, and that everyone understands. I mean, I don't know how what of a rush thing this is, but what I am saying is I would hope that everyone in the area would receive notification and kind of know what is going on with the whole situation before this is done, because from what I gather, most people in our area are not – I would say the majority, I couldn't go wrong by saying the majority, do not want it. Also I think people, the main reason they are using this park is it has mature trees. It's one of the nicest little parks. It has got mature trees. They use it in the more extreme weather, and that is the only reason they want to put it there. Thank you.

[Minutes:]

Mike Demetridge: Mayor, Council members, I am Mike Demetridge, 545 Greens Way, and I hope that I am not repetitive, but I couldn't quite hear back there. So anyway, that is one of the nicest parks in this community, and it's not the fact that you are going to make it ugly, which I think it will if it is fenced, but the main concern that I have is the traffic that it is going to create at the most dangerous intersection in town, in my opinion, on Pioneer Road, and there is a lot of traffic there now. The park is well utilized by all people.

I would just like to add one thing. I have sat where you guys for 40 years in the Utah Legislature, so I know what you are going through, and I know when you have to locate something like a halfway house or some kind of house or something unpopular in the neighborhood, it's probably tried to be located in the place of least resistance. That's a small area, 22 members in that HOA up there, and in my particular case, it's one of the best-run HOA in the country, because you got 22 members, and they get along. So anyway, I just urge the Council to consider a couple of things. First of all, the cost of maintenance of that thing and the dues, and just however it is going to look when it is finished. You can't make a fence look pretty. No way to do it. So anyway, I urge you to reject this and find a better location. Thank you for your time.

[Minutes:]

Vern Vitry: I am Vern Vitry from 780 Villa La Paz Drive. I just live up the street from the park. After hearing the discussion both for and against and whatever, my thought is it is a nice park. I use it every now and then. I don't take my dog down there, but I walk my dog around the Wash. But after hearing the discussion, I was thinking maybe the City could go across Hardy Way to where the City Shop is and the animal shelter, and there is a nice chunk of land there that there using for storage of sand and rock and gravel. There's a possibility they can put the park there, because we have people that come from over by Horizon and so forth in their golf carts and haul their dogs down to this park, and I see them going down the Wash, because somebody has blocked our drive off up there so they can't come down the sidewalk with their golf carts.

So my thought is, I like the park. I use it every now and then. I am not a regular member. I walk my dog down there, but I turn around and I come back. I carry plastic bags in my pocket with me, because at one time they used to have plastic bag dispensers. Whatever happened to them, they disappeared. So we got people that do not or are not responsible for their dog. This is my main complaint. We have even got it in our HOA up there. I would say that the City would take a look, and if they can't put it in that park there, I think they got a little land over there by the City Shop, which is just next to the animal shelter, and I think they could put a nice dog park there. I use the one down here, and when the snowbirds are here, I have been over there, and there have been as many as 14 dogs in that at one time, and that is a lot of dogs in there. The snowbirds are the ones that use it the most. If you take that away, you will probably have the snowbirds going further south or going someplace else and not stopping here. So what it is is basically a convenience for dog owners, and I take care of my dog. I have got grass in my back yard. I kept it. I am about the only one in the HOA that still has got grass in the backyard, and that is for my dog. So I think you have to look at it both ways and make a good decision. Thank you.

[Minutes:]

Norm Forbuse: My name is Norm Forbuse. I live in Villa La Paz just up the street from the park. What we have is not broke. My grandkids go down there and play. I am a pet owner. We go down there. We carry plastic bags. Our dog is on leash all the time. Unfortunately, there are those that just let their dogs run loose. I don't frequent that area, because I am tired of dogs jumping up and down on me and chasing after our dog, who is timid, and not to be crude, but she don't like other dogs sniffing her butt. We have already got a dog park. If you got money burning holes in your pocket, fix it. Our area doesn't need to be fixed. Thank you.

[Minutes:]

Harry Grey: Harry Grey, Lake Ridge II. I am going to go back to the morning meeting a month or so ago when a bunch of residents were there and people wanted the dog park. A handful of them were there, and the thing that stuck out in my mind was during the questioning, the ones making the most noise are from Sun City, and I have no problem with Sun City, but the question was why don't they have a dog park up there? And the answer was, well, they will raise our association rates. We can't have one up there. We don't want to raise rates. Another one said, well, they don't – or they enforce the leash law up there, and apparently we don't. We have a leash law. We talked about it, Mayor, in that meeting that morning. If the people would put the dogs on the leash, some guy's stretching the issue with a tether, a 120-foot rope that he thinks is a leash, well, obviously, it isn't, so that City needs to address that. And then just because they have a leash, they aren't holding onto it. They let the dogs run. Well, my dog has a leash, there's nothing about dog on leash under my control. So if we would enforce the rules and regulations we have, we wouldn't necessarily need this dog park, and I agree with a couple of other people back here. We have a dog park. Let's make it a dog park. Let's improve it. Why put good money after bad and ruin what a nice tranquil park we have? It is a beautiful green belt that is used by regular people, and people that like to have their dogs in there on a leash to pick up after them, but to totally destroy it for a handful of people I think is incorrect for our area. So I appreciate your time, and I appreciate you considering this. And in fact, I would like to think after all the information today, it doesn't even come up in a Council meeting, because I think we have enough people and enough signatures to say not in our park. Thank you.

14. Consideration of approval of a Automatic Aid Agreement (AAA) between the Beaver Dam / Littlefield Fire District (BDLFD) and Mesquite Fire Rescue (MFR)
 - Public Comment
 - Discussion and Possible Action

[Minutes:]

Mayor Litman read this item by its title and asked if there were any questions or comments. There were none.

15. Consideration of the introduction of Bill No. 495 Amending Mesquite Municipal Code Title 2 Chapter 1, Section 2-1-5 Entitled "Payment of License Fees," Subsection Entitled "Liquor License Fees;" And Chapter 4, Section 2-4-23 Entitled "Origination Fees and License Renewal Rates;" and other matters properly related thereto.

- Discussion and Possible Action

[Minutes:]

Mayor Litman read this item by its title and asked if there were any questions or comments.

[Minutes:]

Council member Rapson: Have we reached out to anybody in Staff? I know somebody said in the backup material that we haven't heard anything from Mr. Lee. We haven't heard anything from the Retail Association. Have we affirmative reached out to them?

[Minutes:]

Mr. Secrist: Yes, we did, and we did get a letter from Mr. Lee and his attorney, and we have uploaded that to Council. Anyway, that was some research they did looking at liquor prices primarily in St. George and Cedar City comparing it to Mesquite. We have been talking to Amanda at the Nevada Retail Association trying to get information from some of the client businesses that are affected by this. I haven't received anything yet. If we do before the meeting, we will certainly give it to the Council.

[Minutes:]

Council member Rapson: Has Ms. Kroger been in contact at all? Allan over there said that they were doing their own research on the impact.

[Minutes:]

Mr. Secrist: No, I talked to Allan Rasmussen the first time around; they weren't going to get involved. Then somebody there at corporate got the second or third notice that we sent and got concerned and made some calls to Jesslyn about it. We explained what the Ordinance did and so forth. I expect that they will do something, come to the meetings, send a letter.

[Minutes:]

Council member Delaney: And we haven't heard from Wal-Mart?

[Minutes:]

Mr. Secrist: Haven't heard from Wal-Mart, Walgreens. Only 6 of the 18 affected businesses gave us concrete numbers on their gross receipts due to liquor sales. The other 12 haven't responded, so just have an estimate of how this will impact them.

[Minutes:]

Council member Hafen: Just another question. On here on the back it says the desires to increase the fee that can be passed through to the consumer without unduly burdening the business. I read Mr. Kent for Mr. Lee's letter. They have some major concern if that is imposed and it's a tax. It's not a fee. Let's call it what it is. It could jeopardize the business. And on the face of it, they are presenting a case, and they have been here, and they have been actively involved. So I think that is something that we do need to consider if we look at this.

[Minutes:]

Council member Rapson: I would like to see that in the backup.

[Minutes:]

Council member Hafen: It needs to be put in with the material, so everybody can go online and get it, but they do have some legitimate concerns, and they brought them up last meeting as well. They compared the numbers based on St. George and Cedar. They did a comparison with gas and time, and they do have some legitimate concerns that are founded.

Public Comments

During the Public Comment portion of the agenda comments must be limited to matters within the authority and jurisdiction of the City Council. 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 to the City Council at this time, please step up to the podium and clearly state your name. Comments are limited to 3 minutes in length.

16. Public Comments

[Minutes:]

Mayor Litman opened up the meeting to Public Comment.

[Minutes:]

Dave Ballweg: I am concerned that letter was not part of the public backup that the Council has. The Council has it now for this meeting, and the public doesn't have it. I am concerned about that. It could have been uploaded for the public to also make it available.

[Minutes:]

Carol Livingston: I just have a question. I thought that at Technical Review you were supposed to explain what you are doing, and what about these water stations to clean animals? How much water would it take to clean one animal? Where are these fenced in facilities going to be? Isn't that what you are supposed to tell us at a Technical Review?

[Minutes:]

Council member Rapson: No, the purpose of the Technical Review Meeting is for Council to ask Staff to clarify any issues that they don't have a clear understanding of the agenda. The meeting on Tuesday night will have public comment. It will have every opportunity to ask questions, to get details. We will be discussing in an open forum this whole item, this whole issue, and we will come to a decision. So this is just simply to get us prepared for the meeting, if we have any questions from Staff. As opposed to what they used to do before we got elected. Every guy would go to every Staff, and it was shot gun approach. You did not hear what was said. The public didn't what was said. The press didn't hear what was said. It felt like the people were making decisions behind closed doors. This was a process to open this up to the public, but it was not a forum for discussing or deciding anything. It's simply an informative for us, principally.

[Minutes:]

Council member Delaney: And then they went to two by two's, which it was just very time consuming for Staff, but if you'll go to the City website and look under Agendas, it's got all the information that we have. It's also available to you on the City website under Agendas and Meetings.

[Minutes:]

Carol Livingston: Okay, because there are some questions about how often would they remove waste from these receptacles.

Mayor Litman: These would be questions that would be answered at the Tuesday night meeting, if they are asked.

[Minutes:]

Linda Faas: Cindi, could you clarify? Are you saying that that information is available right now?

[Minutes:]

Council member Delaney: The information we have currently, not necessarily the answers to her question about how often they would empty the poop receptacles or whatever. All the information that we have is currently available on the City website. It says Meetings and Agendas. You find today's date and then all that information and the backup information that we had at the time that Tracy uploaded all the information.

[Minutes:]

Council member Hafen: And that petition is on there, too.

Council Member Delaney: Your petition is on there and everything.

[Minutes:]

Linda Faas: So then people who are interested can go to the website and be better informed before the meeting.

[Minutes:]

Council member Delaney: Correct, and any additional information that's been received will also go on, because she will upload information for the actual Council meeting by Thursday, and it will also be available. I am sure the letter from Mr. Lee and all that will go on with this next meeting.

[Minutes:]

(Unknown male): How many people will the Council Chamber hold?

[Minutes:]

Ms. Beck: 290.

Adjournment

17. Adjournment

[Minutes:]

Mayor Litman adjourned the meeting at 2:07 PM.

Allan S. Litman, Mayor

Tracy E. Beck, City Clerk



Technical Review Meeting Agenda Item 3.

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

Petitioner:

David R Empey - Finance Director/City Treasurer

Staff Recommendation:

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

Fiscal Impact:

See Attached

Budgeted Item:

Background:

See Attached

Attachments:

- Budget Transfers
- Budget Amendments
- Bills Paid
- Purchase Orders



July 05, 2016

Report Criteria:

Report type: GL detail

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
06/16	06/13/2016	166428	15433	BATTLE BORN GRAPHIX	2988	1	90-26117	.00	1,575.00-	1,575.00- V
Total 166428:								.00	1,575.00-	
06/16	06/10/2016	166544	4000	STATE OF NEVADA	MAY 16	1	15-35-100	.00	555.00	555.00
06/16	06/10/2016	166544	4000	STATE OF NEVADA	MAY 16	1	15-35-100	.00	760.00	760.00
06/16	06/10/2016	166544	4000	STATE OF NEVADA	MAY 16	1	10-23200	.00	150.00	150.00
06/16	06/10/2016	166544	4000	STATE OF NEVADA	MAY 16	1	15-35-100	.00	6,219.00	6,219.00
Total 166544:								.00	7,684.00	
06/16	06/16/2016	166545	4200	OVERTON POWER	MAY 16	1	10-54-694	.00	3,558.72	3,558.72
06/16	06/16/2016	166545	4200	OVERTON POWER	MAY 16	2	10-55-694	.00	2,085.86	2,085.86
06/16	06/16/2016	166545	4200	OVERTON POWER	MAY 16	3	10-57-694	.00	1,835.97	1,835.97
06/16	06/16/2016	166545	4200	OVERTON POWER	MAY 16	4	10-49-280	.00	2,370.24	2,370.24
06/16	06/16/2016	166545	4200	OVERTON POWER	MAY 16	5	10-63-694	.00	62.39	62.39
06/16	06/16/2016	166545	4200	OVERTON POWER	MAY 16	6	10-65-694	.00	704.12	704.12
06/16	06/16/2016	166545	4200	OVERTON POWER	MAY 16	7	10-66-694	.00	505.50	505.50
06/16	06/16/2016	166545	4200	OVERTON POWER	MAY 16	8	10-70-694	.00	392.38	392.38
06/16	06/16/2016	166545	4200	OVERTON POWER	MAY 16	9	10-76-694	.00	5,698.92	5,698.92
06/16	06/16/2016	166545	4200	OVERTON POWER	MAY 16	10	10-81-694	.00	15,815.79	15,815.79
06/16	06/16/2016	166545	4200	OVERTON POWER	MAY 16	11	10-82-694	.00	119.59	119.59
06/16	06/16/2016	166545	4200	OVERTON POWER	MAY 16	12	12-87-694	.00	1,256.26	1,256.26
06/16	06/16/2016	166545	4200	OVERTON POWER	MAY 16	13	16-71-694	.00	2,110.55	2,110.55
06/16	06/16/2016	166545	4200	OVERTON POWER	MAY 16	14	10-49-280	.00	203.30	203.30
06/16	06/16/2016	166545	4200	OVERTON POWER	MAY 16	15	52-40-280	.00	23,498.23	23,498.23
06/16	06/16/2016	166545	4200	OVERTON POWER	MAY 16	16	10-49-280	.00	454.50	454.50
06/16	06/16/2016	166545	4200	OVERTON POWER	MAY 16	17	10-65-280	.00	19,189.80	19,189.80
06/16	06/16/2016	166545	4200	OVERTON POWER	MAY 16	18	10-38-701	.00	126.93	126.93
06/16	06/16/2016	166545	4200	OVERTON POWER	MAY 16	19	10-38-701	.00	1,027.01	1,027.01
Total 166545:								.00	81,016.06	
06/16	06/20/2016	166546	3655	AIRGAS USA LLC	9051601703	1	10-57-615	.00	171.55	171.55
06/16	06/20/2016	166546	3655	AIRGAS USA LLC	9051890780	1	10-57-615	.00	181.68	181.68
06/16	06/20/2016	166546	3655	AIRGAS USA LLC	9052033322	1	10-57-615	.00	68.67	68.67

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
06/16	06/20/2016	166546	3655	AIRGAS USA LLC	9936721981	1	10-57-615	.00	214.99	214.99
06/16	06/20/2016	166546	3655	AIRGAS USA LLC	9936721982	1	10-57-615	.00	203.98	203.98
Total 166546:								.00		840.87
06/16	06/20/2016	166547	15446	ALMA LOPEZ	061516	1	17-80-610	.00	135.00	135.00
Total 166547:								.00		135.00
06/16	06/20/2016	166548	8756	ALSCO	LSTG695354	1	10-66-610	.00	38.19	38.19
06/16	06/20/2016	166548	8756	ALSCO	LSTG696475	1	16-71-620	.00	74.04	74.04
06/16	06/20/2016	166548	8756	ALSCO	LSTG696483	1	10-66-610	.00	42.30	42.30
06/16	06/20/2016	166548	8756	ALSCO	LSTG697613	1	10-66-610	.00	38.19	38.19
Total 166548:								.00		192.72
06/16	06/20/2016	166549	14493	AMERICAN PAVEMENT PRESE	8674	1	11-65-700	.00	32,339.21	32,339.21
Total 166549:								.00		32,339.21
06/16	06/20/2016	166550	14353	AMERICAN TIRE DISTRIBUTOR	S075634020	1	10-66-250	.00	229.60	229.60
06/16	06/20/2016	166550	14353	AMERICAN TIRE DISTRIBUTOR	S076032229	1	10-66-250	.00	111.53	111.53
06/16	06/20/2016	166550	14353	AMERICAN TIRE DISTRIBUTOR	S076410749	1	10-66-250	.00	1,351.12	1,351.12
Total 166550:								.00		1,692.25
06/16	06/20/2016	166551	1017	AMERIGAS - ST GEORGE	802873433	1	10-57-280	.00	568.34	568.34
Total 166551:								.00		568.34
06/16	06/20/2016	166552	15218	APPARATUS EQUIPMENT & SE	10669	1	10-57-230	.00	1,939.00	1,939.00
Total 166552:								.00		1,939.00
06/16	06/20/2016	166553	12319	AUTO ZONE	2230757639	1	10-63-610	.00	7.99	7.99
Total 166553:								.00		7.99
06/16	06/20/2016	166554	15433	BATTLE BORN GRAPHIX	2988 CR	1	90-26117	.00	675.00	675.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 166554:								.00		675.00
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Total 166555:								.00		1,990.35
06/16	06/20/2016	166556	14425	BG SOUTHERN NEVADA	PI0015617	1	10-66-250	.00	314.18	314.18
Total 166556:								.00		314.18
06/16	06/20/2016	166557	13453	BILL A BERRETT, P.C.	061316	1	10-51-310	.00	150.00	150.00
Total 166557:								.00		150.00
06/16	06/20/2016	166558	12062	BINGHAM & SNOW LLP	061416	1	10-51-310	.00	300.00	300.00
Total 166558:								.00		300.00
06/16	06/20/2016	166559	8158	BOB BARKER COMPANY INC.	WEB000429	1	10-55-610	.00	492.77	492.77
Total 166559:								.00		492.77
06/16	06/20/2016	166560	2085	BSE	1600419521	1	10-63-610	.00	166.65	166.65
06/16	06/20/2016	166560	2085	BSE	1600419521	1	10-63-610	.00	166.65	166.65
Total 166560:								.00		.00
06/16	06/20/2016	166561	13791	BULLDOG CAR WASH	142	1	10-66-610	.00	100.00	100.00
Total 166561:								.00		100.00
06/16	06/20/2016	166562	9529	CARQUEST AUTO PARTS	MAY 2016	1	10-66-250	.00	1,229.65	1,229.65
06/16	06/20/2016	166562	9529	CARQUEST AUTO PARTS	MAY 2016	2	10-66-480	.00	41.51	41.51
06/16	06/20/2016	166562	9529	CARQUEST AUTO PARTS	MAY 2016	3	52-40-250	.00	180.89	180.89
Total 166562:								.00		1,452.05
06/16	06/20/2016	166563	4755	CASELLE INC.	73215	1	52-40-310	.00	35.00	35.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
06/16	06/20/2016	166563	4755	CASELLE INC.	73215	2	10-46-310	.00	293.07	293.07
06/16	06/20/2016	166563	4755	CASELLE INC.	73215	3	83-81-610	.00	177.93	177.93
06/16	06/20/2016	166563	4755	CASELLE INC.	73215	4	83-82-610	.00	177.93	177.93
06/16	06/20/2016	166563	4755	CASELLE INC.	73215	5	52-40-310	.00	397.74	397.74
Total 166563:								.00		1,081.67
06/16	06/20/2016	166564	15399	CASHMAN EQUIPMENT COMPA	INWO091900	1	52-40-250	.00	4,240.56	4,240.56
06/16	06/20/2016	166564	15399	CASHMAN EQUIPMENT COMPA	INWO093859	1	52-40-250	.00	1,651.23	1,651.23
Total 166564:								.00		5,891.79
06/16	06/20/2016	166565	8377	CDW GOVERNMENT, INC.	DDT6626	1	98-40-047	.00	119.20	119.20
06/16	06/20/2016	166565	8377	CDW GOVERNMENT, INC.	DFH6875	1	10-47-240	.00	131.79	131.79
06/16	06/20/2016	166565	8377	CDW GOVERNMENT, INC.	DGK5431	1	10-47-240	.00	1,006.16	1,006.16
06/16	06/20/2016	166565	8377	CDW GOVERNMENT, INC.	DGN7841	1	10-47-240	.00	152.38	152.38
06/16	06/20/2016	166565	8377	CDW GOVERNMENT, INC.	DGX1487	1	10-47-240	.00	121.11	121.11
Total 166565:								.00		1,530.64
06/16	06/20/2016	166566	13855	CEEL	O6984815	1	10-57-210	.00	124.95	124.95
Total 166566:								.00		124.95
06/16	06/20/2016	166567	14492	CENTURYLINK	Q060101288	1	10-47-310	.00	3,880.50	3,880.50
Total 166567:								.00		3,880.50
06/16	06/20/2016	166568	11479	CINDY BISKUP	060716	1	17-34-400	.00	85.00	85.00
Total 166568:								.00		85.00
06/16	06/20/2016	166569	14074	NV ORGANIZATION OF BUILDIN	050616	1	10-61-210	.00	150.00	150.00
Total 166569:								.00		150.00
06/16	06/20/2016	166570	10411	CONELY COMPANY	792771	1	10-81-610	.00	65.14	65.14

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		Total 166570:						.00		65.14
06/16	06/20/2016	166571	14921	DAKTECH COMPUTERS	INV0326002	1	98-40-047	.00	1,372.00	1,372.00
		Total 166571:						.00		1,372.00
06/16	06/20/2016	166572	15205	DANIELLE'S CHOCOLATES AND	8702	1	10-82-610	.00	29.40	29.40
		Total 166572:						.00		29.40
06/16	06/20/2016	166573	1965	DREXEL MEACHAM	061516	1	10-51-610	.00	47.00	47.00
		Total 166573:						.00		47.00
06/16	06/20/2016	166574	12705	ECMS, INC	INV30805	1	10-57-615	.00	181.75	181.75
		Total 166574:						.00		181.75
06/16	06/20/2016	166575	9583	EDWARD CURTO	060616	1	10-65-230	.00	58.25	58.25
		Total 166575:						.00		58.25
06/16	06/20/2016	166576	14672	ELECTRICAL WHOLESale SUP	1600419521	1	10-63-610	.00	166.65	166.65
06/16	06/20/2016	166576	14672	ELECTRICAL WHOLESale SUP	911298986	1	10-65-250	.00	4,750.00	4,750.00
06/16	06/20/2016	166576	14672	ELECTRICAL WHOLESale SUP	911326777	1	10-63-610	.00	53.47	53.47
		Total 166576:						.00		4,636.82
06/16	06/20/2016	166577	2150	FEDEX CORP.	5-437-49173	1	12-87-610	.00	36.57	36.57
		Total 166577:						.00		36.57
06/16	06/20/2016	166578	8643	FINAL DETAILS	060616	1	10-32-100	.00	50.00	50.00
		Total 166578:						.00		50.00
06/16	06/20/2016	166579	10723	FORSGREN ASSOCIATES INC.	10895	1	12-87-310	.00	2,670.00	2,670.00
06/16	06/20/2016	166579	10723	FORSGREN ASSOCIATES INC.	10897	1	10-73-310	.00	425.00	425.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
06/16	06/20/2016	166579	10723	FORSGREN ASSOCIATES INC.	10898	1	12-87-740	.00	9,342.61	9,342.61
		Total 166579:						.00		12,437.61
06/16	06/20/2016	166580	10499	FRITO LAY INC.	92197739	1	90-26113	.00	328.40	328.40
		Total 166580:						.00		328.40
06/16	06/20/2016	166581	14599	FUN EXPRESS	677921452-0	1	17-80-610	.00	80.69	80.69
		Total 166581:						.00		80.69
06/16	06/20/2016	166582	13054	GENO WITHELDER	062016	1	10-41-290	.00	40.00	40.00
		Total 166582:						.00		40.00
06/16	06/20/2016	166583	13648	GLEN ALLEN HORLACHER	060416	1	15-51-500	.00	175.00	175.00
		Total 166583:						.00		175.00
06/16	06/20/2016	166584	9347	HARTWELL FAMILY PRACTICE	BLILO000 25	1	10-55-620	.00	250.00	250.00
06/16	06/20/2016	166584	9347	HARTWELL FAMILY PRACTICE	O0CJE000 2	1	10-55-620	.00	250.00	250.00
		Total 166584:						.00		500.00
06/16	06/20/2016	166585	2452	HIGH DESERT SUPPLY	IN00165244	1	10-66-250	.00	44.60	44.60
06/16	06/20/2016	166585	2452	HIGH DESERT SUPPLY	IN00165397	1	10-66-250	.00	76.36	76.36
06/16	06/20/2016	166585	2452	HIGH DESERT SUPPLY	IN00165398	1	52-40-610	.00	199.46	199.46
06/16	06/20/2016	166585	2452	HIGH DESERT SUPPLY	IN00165512	1	10-66-250	.00	157.13	157.13
		Total 166585:						.00		477.55
06/16	06/20/2016	166586	2500	HUGHES OIL	13515	1	10-66-255	.00	690.00	690.00
		Total 166586:						.00		690.00
06/16	06/20/2016	166587	13262	I WRITE TRANSCRIPTION, INC	6145	1	10-54-310	.00	418.90	418.90
06/16	06/20/2016	166587	13262	I WRITE TRANSCRIPTION, INC	6158	1	10-54-310	.00	224.20	224.20

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Total 166587:								.00		643.10
06/16	06/20/2016	166588	2657	INTERSTATE BATTERY SO. UT	490077218	1	10-66-250	.00	465.28	465.28
Total 166588:								.00		465.28
06/16	06/20/2016	166589	13552	IRIS MEDICAL, INC	APRIL 2016	1	10-57-310	.00	5,327.72	5,327.72
06/16	06/20/2016	166589	13552	IRIS MEDICAL, INC	MAY 2016	1	10-57-310	.00	6,460.80	6,460.80
Total 166589:								.00		11,788.52
06/16	06/20/2016	166590	14040	IRON MOUNTAIN CLEANERS	319203	1	10-54-620	.00	24.39	24.39
Total 166590:								.00		24.39
06/16	06/20/2016	166591	13293	JAMES E. GUESMAN	061316	1	10-51-310	.00	200.00	200.00
06/16	06/20/2016	166591	13293	JAMES E. GUESMAN	06132016	1	10-51-310	.00	250.00	250.00
06/16	06/20/2016	166591	13293	JAMES E. GUESMAN	061416	1	10-51-310	.00	375.00	375.00
06/16	06/20/2016	166591	13293	JAMES E. GUESMAN	61416	1	10-51-310	.00	300.00	300.00
Total 166591:								.00		1,125.00
06/16	06/20/2016	166592	14611	JENNY LEWIS	061416	1	17-80-610	.00	35.00	35.00
Total 166592:								.00		35.00
06/16	06/20/2016	166593	11106	JOHNSTONE SUPPLY	84-S3277846	1	52-40-610	.00	97.66	97.66
Total 166593:								.00		97.66
06/16	06/20/2016	166594	12505	JOY EASTWOOD	062016	1	10-43-290	.00	40.00	40.00
Total 166594:								.00		40.00
06/16	06/20/2016	166595	15121	KASH CHRISTOPHER	062016	1	10-57-230	.00	98.00	98.00
Total 166595:								.00		98.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
06/16	06/20/2016	166596	10984	KOKOPELLI LANDSCAPING	80664	1	10-76-310	.00	1,995.00	1,995.00
06/16	06/20/2016	166596	10984	KOKOPELLI LANDSCAPING	80744	1	10-76-310	.00	600.00	600.00
Total 166596:								.00		2,595.00
06/16	06/20/2016	166597	11326	KRIS FOWLES	061216	1	10-54-240	.00	56.98	56.98
06/16	06/20/2016	166597	11326	KRIS FOWLES	06122016	1	10-54-230	.00	128.35	128.35
Total 166597:								.00		185.33
06/16	06/20/2016	166598	3050	L V REVIEW-JOURNAL	I0000803265	1	10-44-220	.00	105.60	105.60
06/16	06/20/2016	166598	3050	L V REVIEW-JOURNAL	I0000806923	1	10-61-220	.00	131.00	131.00
Total 166598:								.00		236.60
06/16	06/20/2016	166599	3230	L.N. CURTIS & SONS	INV28788	1	10-57-250	.00	109.11	109.11
Total 166599:								.00		109.11
06/16	06/20/2016	166600	15053	LAMPPOST ELECTRIC LLC	CITY 16-006	1	20-76-751	.00	740.00	740.00
Total 166600:								.00		740.00
06/16	06/20/2016	166601	9979	LARRY LEMIEUX	062016	1	12-87-310	.00	3,873.35	3,873.35
06/16	06/20/2016	166601	9979	LARRY LEMIEUX	062016	2	12-87-695	.00	119.11-	119.11-
06/16	06/20/2016	166601	9979	LARRY LEMIEUX	062016	3	12-87-610	.00	28.00-	28.00-
06/16	06/20/2016	166601	9979	LARRY LEMIEUX	062016 WC	1	12-87-610	.00	50.92-	50.92-
Total 166601:								.00		3,675.32
06/16	06/20/2016	166602	10158	LAS VEGAS METRO POLICE DE	90196620	1	10-54-310	.00	538.50	538.50
Total 166602:								.00		538.50
06/16	06/20/2016	166603	3030	LAS VEGAS METRO POLICE DE	060816	1	15-35-400	.00	326.00	326.00
Total 166603:								.00		326.00
06/16	06/20/2016	166604	10236	LEGACY CONSTRUCTION, INC	7494	1	10-65-480	.00	9,786.00	9,786.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
06/16	06/20/2016	166604	10236	LEGACY CONSTRUCTION, INC	7495	1	11-65-700	.00	1,952.00	1,952.00
06/16	06/20/2016	166604	10236	LEGACY CONSTRUCTION, INC	7499	1	10-65-480	.00	4,260.00	4,260.00
Total 166604:								.00		15,998.00
06/16	06/20/2016	166605	14873	LETICIA SOLORIO	061316	1	17-34-400	.00	50.00	50.00
Total 166605:								.00		50.00
06/16	06/20/2016	166606	9516	LIFE ASSIST INC.	749907	1	10-57-615	.00	846.38	846.38
06/16	06/20/2016	166606	9516	LIFE ASSIST INC.	751105	1	10-57-615	.00	783.09	783.09
06/16	06/20/2016	166606	9516	LIFE ASSIST INC.	751305	1	10-57-615	.00	53.96	53.96
06/16	06/20/2016	166606	9516	LIFE ASSIST INC.	752424	1	10-57-615	.00	217.52	217.52
06/16	06/20/2016	166606	9516	LIFE ASSIST INC.	752463	1	10-57-615	.00	317.85	317.85
06/16	06/20/2016	166606	9516	LIFE ASSIST INC.	753506	1	10-57-615	.00	74.26	74.26
06/16	06/20/2016	166606	9516	LIFE ASSIST INC.	753649	1	10-57-615	.00	1,025.49	1,025.49
06/16	06/20/2016	166606	9516	LIFE ASSIST INC.	753718	1	10-57-615	.00	135.12	135.12
06/16	06/20/2016	166606	9516	LIFE ASSIST INC.	754068	1	10-57-615	.00	360.10	360.10
06/16	06/20/2016	166606	9516	LIFE ASSIST INC.	754365	1	10-57-615	.00	1,801.53	1,801.53
Total 166606:								.00		5,615.30
06/16	06/20/2016	166607	13998	LKQ OF NEVADA	LN493913	1	10-66-250	.00	21.00	21.00
Total 166607:								.00		21.00
06/16	06/20/2016	166608	14062	M2COMSYS	T8627	1	10-44-310	.00	710.27	710.27
Total 166608:								.00		710.27
06/16	06/20/2016	166609	12399	MARIA TRUJILLO	060716	1	17-34-400	.00	100.00	100.00
Total 166609:								.00		100.00
06/16	06/20/2016	166610	3276	MASTERTECH SECURITY SERV	263611	1	10-49-610	.00	21.95	21.95
06/16	06/20/2016	166610	3276	MASTERTECH SECURITY SERV	263611	2	10-55-610	.00	21.95	21.95
06/16	06/20/2016	166610	3276	MASTERTECH SECURITY SERV	263611	3	10-57-310	.00	38.90	38.90
06/16	06/20/2016	166610	3276	MASTERTECH SECURITY SERV	263611	4	10-63-310	.00	37.90	37.90
06/16	06/20/2016	166610	3276	MASTERTECH SECURITY SERV	263611	5	10-66-610	.00	38.90	38.90

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
06/16	06/20/2016	166610	3276	MASTERTECH SECURITY SERV	263611	6	10-70-610	.00	18.95	18.95
06/16	06/20/2016	166610	3276	MASTERTECH SECURITY SERV	263611	7	10-76-310	.00	18.95	18.95
06/16	06/20/2016	166610	3276	MASTERTECH SECURITY SERV	263611	8	10-81-310	.00	59.85	59.85
06/16	06/20/2016	166610	3276	MASTERTECH SECURITY SERV	263611	9	10-82-620	.00	21.95	21.95
06/16	06/20/2016	166610	3276	MASTERTECH SECURITY SERV	263611	10	16-71-280	.00	38.90	38.90
06/16	06/20/2016	166610	3276	MASTERTECH SECURITY SERV	263611	11	52-40-310	.00	16.95	16.95
06/16	06/20/2016	166610	3276	MASTERTECH SECURITY SERV	263611	12	10-38-701	.00	21.95	21.95
Total 166610:								.00		357.10
06/16	06/20/2016	166611	11236	MEADOW GOLD DAIRIES	59605217	1	16-71-480	.00	265.66	265.66
Total 166611:								.00		265.66
06/16	06/20/2016	166612	9980	MEGA-PRO INTERNATIONAL	19180	1	17-80-610	.00	572.00	572.00
06/16	06/20/2016	166612	9980	MEGA-PRO INTERNATIONAL	20031	1	17-80-610	.00	244.00	244.00
Total 166612:								.00		816.00
06/16	06/20/2016	166613	3344	MESQUITE CHAMBER OF COM	E1645	1	10-43-610	.00	18.00	18.00
06/16	06/20/2016	166613	3344	MESQUITE CHAMBER OF COM	E1645	2	10-41-620	.00	36.00	36.00
06/16	06/20/2016	166613	3344	MESQUITE CHAMBER OF COM	E1682	1	10-41-620	.00	18.00	18.00
06/16	06/20/2016	166613	3344	MESQUITE CHAMBER OF COM	E1727	1	10-41-620	.00	25.00	25.00
Total 166613:								.00		97.00
06/16	06/20/2016	166614	11650	MESQUITE FORD	379984	1	10-66-250	.00	31.46	31.46
06/16	06/20/2016	166614	11650	MESQUITE FORD	380012	1	10-66-250	.00	8.00	8.00
06/16	06/20/2016	166614	11650	MESQUITE FORD	380086	1	10-66-250	.00	174.50	174.50
06/16	06/20/2016	166614	11650	MESQUITE FORD	380105	1	10-66-250	.00	541.00	541.00
06/16	06/20/2016	166614	11650	MESQUITE FORD	380271	1	10-66-250	.00	102.29	102.29
06/16	06/20/2016	166614	11650	MESQUITE FORD	380300	1	10-66-250	.00	839.02	839.02
Total 166614:								.00		1,696.27
06/16	06/20/2016	166615	3500	MESQUITE LUMBER & SUPPLY	MAY 2016	1	10-57-610	.00	5.98	5.98
06/16	06/20/2016	166615	3500	MESQUITE LUMBER & SUPPLY	MAY 2016	2	52-40-610	.00	348.07	348.07
06/16	06/20/2016	166615	3500	MESQUITE LUMBER & SUPPLY	MAY 2016	3	10-63-610	.00	560.00	560.00
06/16	06/20/2016	166615	3500	MESQUITE LUMBER & SUPPLY	MAY 2016	4	10-65-250	.00	167.69	167.69

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06/16	06/20/2016	166615	3500	MESQUITE LUMBER & SUPPLY	MAY 2016	5	10-65-610	.00	93.17	93.17
06/16	06/20/2016	166615	3500	MESQUITE LUMBER & SUPPLY	MAY 2016	6	10-81-250	.00	102.80	102.80
06/16	06/20/2016	166615	3500	MESQUITE LUMBER & SUPPLY	MAY 2016	7	10-76-610	.00	242.79	242.79
06/16	06/20/2016	166615	3500	MESQUITE LUMBER & SUPPLY	MAY 2016	8	10-47-240	.00	6.99	6.99
06/16	06/20/2016	166615	3500	MESQUITE LUMBER & SUPPLY	MAY 2016	9	10-54-610	.00	78.92	78.92
06/16	06/20/2016	166615	3500	MESQUITE LUMBER & SUPPLY	MAY 2016	10	10-81-490	.00	29.96	29.96
06/16	06/20/2016	166615	3500	MESQUITE LUMBER & SUPPLY	MAY 2016	11	10-81-490	.00	509.25	509.25
06/16	06/20/2016	166615	3500	MESQUITE LUMBER & SUPPLY	MAY 2016	12	10-81-610	.00	113.17	113.17
06/16	06/20/2016	166615	3500	MESQUITE LUMBER & SUPPLY	MAY 2016	13	10-70-610	.00	176.87	176.87
06/16	06/20/2016	166615	3500	MESQUITE LUMBER & SUPPLY	MAY 2016	14	10-65-480	.00	4,825.00	4,825.00
Total 166615:								.00		7,260.66
06/16	06/20/2016	166616	3450	MESQUITE POSTMASTER	061616	1	52-40-240	.00	3,000.00	3,000.00
Total 166616:								.00		3,000.00
06/16	06/20/2016	166617	3436	MESQUITE TILE & FLOORING C	19624	1	13-40-450	.00	900.00	900.00
Total 166617:								.00		900.00
06/16	06/20/2016	166618	3457	MESQUITE VETERINARY CLINI	127678	1	10-70-610	.00	232.41	232.41
06/16	06/20/2016	166618	3457	MESQUITE VETERINARY CLINI	127904	1	10-70-310	.00	554.84	554.84
Total 166618:								.00		787.25
06/16	06/20/2016	166619	8707	MIKE VAN HOUTEN	061516	1	15-51-500	.00	330.00	330.00
Total 166619:								.00		330.00
06/16	06/20/2016	166620	14943	MOORE MEDICAL LLC	83031052 I	1	10-57-615	.00	110.30	110.30
Total 166620:								.00		110.30
06/16	06/20/2016	166621	3580	MORCON INDUSTRIAL SPECIA	0012982-IN	1	10-63-610	.00	25.23	25.23
06/16	06/20/2016	166621	3580	MORCON INDUSTRIAL SPECIA	0012990-IN	1	10-63-610	.00	81.01	81.01
06/16	06/20/2016	166621	3580	MORCON INDUSTRIAL SPECIA	0013050-IN	1	10-63-610	.00	229.92	229.92
06/16	06/20/2016	166621	3580	MORCON INDUSTRIAL SPECIA	0013056-IN	1	10-65-610	.00	465.99	465.99
06/16	06/20/2016	166621	3580	MORCON INDUSTRIAL SPECIA	0013057-IN	1	10-66-610	.00	99.66	99.66

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06/16	06/20/2016	166621	3580	MORCON INDUSTRIAL SPECIA	0013077-IN	1	10-63-610	.00	202.71	202.71
06/16	06/20/2016	166621	3580	MORCON INDUSTRIAL SPECIA	0013095-IN	1	10-63-610	.00	111.53	111.53
06/16	06/20/2016	166621	3580	MORCON INDUSTRIAL SPECIA	0013101-IN	1	12-87-610	.00	138.00	138.00
Total 166621:								.00		1,354.05
06/16	06/20/2016	166622	3653	MOUNT OLYMPUS WATERS, IN	10216681 06	1	10-51-610	.00	22.48	22.48
06/16	06/20/2016	166622	3653	MOUNT OLYMPUS WATERS, IN	10217943 06	1	10-55-240	.00	18.49	18.49
06/16	06/20/2016	166622	3653	MOUNT OLYMPUS WATERS, IN	10219327 06	1	10-49-610	.00	95.85	95.85
06/16	06/20/2016	166622	3653	MOUNT OLYMPUS WATERS, IN	10219327 06	2	10-41-610	.00	9.86	9.86
06/16	06/20/2016	166622	3653	MOUNT OLYMPUS WATERS, IN	10219327 06	3	12-87-610	.00	13.85	13.85
06/16	06/20/2016	166622	3653	MOUNT OLYMPUS WATERS, IN	10219825 06	1	16-71-480	.00	14.49	14.49
Total 166622:								.00		175.02
06/16	06/20/2016	166623	14058	MTM CLEANING SERVICE	212	1	10-63-310	.00	960.00	960.00
Total 166623:								.00		960.00
06/16	06/20/2016	166624	14947	NAPA AUTOPARTS MESQUITE	021676	1	10-66-480	.00	25.99	25.99
06/16	06/20/2016	166624	14947	NAPA AUTOPARTS MESQUITE	022016	1	10-66-480	.00	96.99	96.99
Total 166624:								.00		122.98
06/16	06/20/2016	166625	14468	ONESOURCE WATER LLC	CNIV151606	1	10-81-610	.00	38.77	38.77
Total 166625:								.00		38.77
06/16	06/20/2016	166626	14501	PAOLA O'HARA	060616	1	17-34-400	.00	50.00	50.00
Total 166626:								.00		50.00
06/16	06/20/2016	166627	12090	R. C. WORLDWIDE	060216	1	10-63-610	.00	22.00	22.00
Total 166627:								.00		22.00
06/16	06/20/2016	166628	8598	RMT EQUIPMENT	T36147	1	10-66-250	.00	142.36	142.36
06/16	06/20/2016	166628	8598	RMT EQUIPMENT	T36459	1	10-66-250	.00	37.68	37.68

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								.00		180.04
06/16	06/20/2016	166629	15443	ROBERT PLUMLEE	060716	1	10-23200	.00	250.00	250.00
								.00		250.00
06/16	06/20/2016	166630	14638	RUSH TRUCK CENTER OF UTA	3002686739	1	10-66-250	.00	69.26	69.26
								.00		69.26
06/16	06/20/2016	166631	10148	RUTH U KOLHOSS	061516	1	10-51-310	.00	200.00	200.00
								.00		200.00
06/16	06/20/2016	166632	14829	RYAN KAMMERER	062616	1	10-47-230	.00	1,678.70	1,678.70
								.00		1,678.70
06/16	06/20/2016	166633	13868	S.E. MECHANICAL, LLC	060916	1	90-26100	.00	168.05	168.05
06/16	06/20/2016	166633	13868	S.E. MECHANICAL, LLC	INV 001580	1	52-40-610	.00	194.00	194.00
								.00		362.05
06/16	06/20/2016	166634	13373	SADA SYSTEMS INC	123861	1	10-47-310	.00	1,999.00	1,999.00
								.00		1,999.00
06/16	06/20/2016	166635	13715	SALT LAKE WHOLESALE SPOR	32839	1	10-54-260	.00	915.88	915.88
								.00		915.88
06/16	06/20/2016	166636	15430	SATELLITE TRACKING OF PEO	STPINV0002	1	15-51-500	.00	209.00	209.00
								.00		209.00
06/16	06/20/2016	166637	4750	SCHOLZEN PRODUCTS CO., IN	6128968-00	1	10-65-480	.00	12.52	12.52

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Total 166646:								.00		815.20
06/16	06/20/2016	166647	8989	STAPLES ADVANTAGE	3303121414	1	16-71-240	.00	108.40	108.40
06/16	06/20/2016	166647	8989	STAPLES ADVANTAGE	3303402447	1	10-48-240	.00	37.35	37.35
06/16	06/20/2016	166647	8989	STAPLES ADVANTAGE	3303402447	2	10-41-240	.00	4.66	4.66
06/16	06/20/2016	166647	8989	STAPLES ADVANTAGE	3303473463	1	52-40-610	.00	42.67	42.67
06/16	06/20/2016	166647	8989	STAPLES ADVANTAGE	3303473464	1	10-56-610	.00	90.64	90.64
06/16	06/20/2016	166647	8989	STAPLES ADVANTAGE	3303546737	1	10-81-240	.00	65.27	65.27
06/16	06/20/2016	166647	8989	STAPLES ADVANTAGE	3303992055	1	10-48-240	.00	14.18	14.18
06/16	06/20/2016	166647	8989	STAPLES ADVANTAGE	3303992057	1	10-81-240	.00	60.87	60.87
06/16	06/20/2016	166647	8989	STAPLES ADVANTAGE	3304588989	1	10-81-240	.00	10.53	10.53
06/16	06/20/2016	166647	8989	STAPLES ADVANTAGE	3304588990	1	10-81-240	.00	4.40	4.40
06/16	06/20/2016	166647	8989	STAPLES ADVANTAGE	3304588994	1	10-49-240	.00	35.16	35.16
06/16	06/20/2016	166647	8989	STAPLES ADVANTAGE	3304845137	1	10-50-240	.00	12.95	12.95
06/16	06/20/2016	166647	8989	STAPLES ADVANTAGE	3304845138	1	10-49-240	.00	37.70	37.70
06/16	06/20/2016	166647	8989	STAPLES ADVANTAGE	3304998101	1	10-57-240	.00	19.32	19.32
06/16	06/20/2016	166647	8989	STAPLES ADVANTAGE	3304998102	1	10-57-240	.00	19.98	19.98
06/16	06/20/2016	166647	8989	STAPLES ADVANTAGE	3304998104	1	10-57-240	.00	9.72	9.72
06/16	06/20/2016	166647	8989	STAPLES ADVANTAGE	3304998105	1	10-57-240	.00	9.72	9.72
06/16	06/20/2016	166647	8989	STAPLES ADVANTAGE	3305070814	1	10-49-240	.00	14.64	14.64
06/16	06/20/2016	166647	8989	STAPLES ADVANTAGE	3305070815	1	10-49-240	.00	11.28	11.28
06/16	06/20/2016	166647	8989	STAPLES ADVANTAGE	3305070816	1	10-49-240	.00	18.54	18.54
06/16	06/20/2016	166647	8989	STAPLES ADVANTAGE	3305070817	1	10-49-240	.00	7.88	7.88
06/16	06/20/2016	166647	8989	STAPLES ADVANTAGE	3305590026	1	10-49-240	.00	14.64	14.64
06/16	06/20/2016	166647	8989	STAPLES ADVANTAGE	3305663615	1	10-49-240	.00	14.64	14.64
Total 166647:								.00		434.06
06/16	06/20/2016	166648	14680	STAR NURSERY INC	1100200032	1	10-76-610	.00	180.00	180.00
Total 166648:								.00		180.00
06/16	06/20/2016	166649	3922	STATE OF NEVADA	40124	1	90-26129	.00	76.50	76.50
06/16	06/20/2016	166649	3922	STATE OF NEVADA	40124	2	10-61-610	.00	38.25	38.25
06/16	06/20/2016	166649	3922	STATE OF NEVADA	40124	3	10-48-310	.00	191.25	191.25
Total 166649:								.00		306.00

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06/16	06/20/2016	166650	5224	SUNRISE ENVIRONMENTAL	62363	1	10-70-610	.00	195.31	195.31
Total 166650:								.00		195.31
06/16	06/20/2016	166651	15170	SYNCB/AMAZON	0907007507	1	10-56-610	.00	113.80	113.80
06/16	06/20/2016	166651	15170	SYNCB/AMAZON	0907070647	1	10-56-610	.00	52.90	52.90
06/16	06/20/2016	166651	15170	SYNCB/AMAZON	2753512115	1	10-56-610	.00	41.00	41.00
Total 166651:								.00		207.70
06/16	06/20/2016	166652	9988	SYN-TECH SYSTEMS INC.	127864	1	12-87-260	.00	1,149.75	1,149.75
Total 166652:								.00		1,149.75
06/16	06/20/2016	166653	13211	SYSCO LAS VEGAS, INC	613211500	1	16-71-480	.00	1,373.68	1,373.68
06/16	06/20/2016	166653	13211	SYSCO LAS VEGAS, INC	613294762	1	16-71-480	.00	1,455.30	1,455.30
Total 166653:								.00		2,828.98
06/16	06/20/2016	166654	9127	Teamster Local 14	JUL 16	1	10-54-130	.00	901.77	901.77
06/16	06/20/2016	166654	9127	Teamster Local 14	JUL 16	1	10-50-130	.00	715.43	715.43
06/16	06/20/2016	166654	9127	Teamster Local 14	JUL 16	1	10-54-130	.00	312.51	312.51
Total 166654:								.00		1,929.71
06/16	06/20/2016	166655	9127	TEAMSTERS LOCAL 14	JULY 16	1	10-81-130	.00	1,068.00	1,068.00
06/16	06/20/2016	166655	9127	TEAMSTERS LOCAL 14	JULY 16	1	10-54-130	.00	1,068.00	1,068.00
Total 166655:								.00		2,136.00
06/16	06/20/2016	166656	9127	TEAMSTERS SEC. FUND #14	JUL 16	1	10-54-130	.00	901.77	901.77
Total 166656:								.00		901.77
06/16	06/20/2016	166657	14632	TERRY L HUTCHINSON LTD	061316	1	10-51-310	.00	100.00	100.00
06/16	06/20/2016	166657	14632	TERRY L HUTCHINSON LTD	06132016	1	10-51-310	.00	300.00	300.00
06/16	06/20/2016	166657	14632	TERRY L HUTCHINSON LTD	61316	1	10-51-310	.00	300.00	300.00

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Total 166657:								.00		700.00
06/16	06/20/2016	166658	15450	TERRY OSWAL	061416	1	10-34-400	.00	87.50	87.50
Total 166658:								.00		87.50
06/16	06/20/2016	166659	15393	TESTNOTICE	0000550	1	15-51-500	.00	35.00	35.00
Total 166659:								.00		35.00
06/16	06/20/2016	166660	5290	THATCHER COMPANY	5020649	1	10-81-610	.00	543.00	543.00
06/16	06/20/2016	166660	5290	THATCHER COMPANY	5020838	1	10-81-610	.00	543.00	543.00
06/16	06/20/2016	166660	5290	THATCHER COMPANY	5020879	1	52-40-480	.00	1,733.00	1,733.00
Total 166660:								.00		2,819.00
06/16	06/20/2016	166661	11278	THOMAS PETROLEUM	1793136-IN	1	10-66-250	.00	517.83	517.83
06/16	06/20/2016	166661	11278	THOMAS PETROLEUM	P235007-IN	1	10-66-255	.00	3,432.69	3,432.69
Total 166661:								.00		3,950.52
06/16	06/20/2016	166662	15287	TINK'S SUPERIOR AUTO PART	138360	1	10-66-250	.00	39.96	39.96
Total 166662:								.00		39.96
06/16	06/20/2016	166663	11403	TIRE DISTRIBUTION SYS., INC	702-42459	1	10-66-250	.00	85.00	85.00
Total 166663:								.00		85.00
06/16	06/20/2016	166664	12288	TOBY BUYNAR	10168	1	10-66-250	.00	450.00	450.00
06/16	06/20/2016	166664	12288	TOBY BUYNAR	10177	1	10-66-250	.00	262.50	262.50
Total 166664:								.00		712.50
06/16	06/20/2016	166665	15445	TRACY E BECK	060816	1	10-44-230	.00	1,286.90	1,286.90
Total 166665:								.00		1,286.90

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06/16	06/20/2016	166666	3499	TRADE WEST CONSTRUCTION	3113	1	10-65-480	.00	9,662.50	9,662.50
Total 166666:								.00		9,662.50
06/16	06/20/2016	166667	14483	TREES DONE RIGHT	270	1	10-76-310	.00	1,000.00	1,000.00
06/16	06/20/2016	166667	14483	TREES DONE RIGHT	274	1	10-65-480	.00	800.00	800.00
06/16	06/20/2016	166667	14483	TREES DONE RIGHT	278	1	10-65-610	.00	400.00	400.00
Total 166667:								.00		2,200.00
06/16	06/20/2016	166668	8770	U.S. FOODSERVICE - L.V. DIV.	4564866	1	10-55-620	.00	694.91	694.91
06/16	06/20/2016	166668	8770	U.S. FOODSERVICE - L.V. DIV.	4589895	1	16-71-480	.00	1,582.37	1,582.37
06/16	06/20/2016	166668	8770	U.S. FOODSERVICE - L.V. DIV.	4688384	1	10-55-620	.00	554.61	554.61
Total 166668:								.00		2,831.89
06/16	06/20/2016	166669	5661	UNIFORM CENTER II	67493-1	1	10-54-610	.00	235.67	235.67
Total 166669:								.00		235.67
06/16	06/20/2016	166670	5616	UNITED PARCEL SERVICE	00009E1629	1	10-49-240	.00	25.00	25.00
06/16	06/20/2016	166670	5616	UNITED PARCEL SERVICE	00009E1629	1	10-54-240	.00	68.81	68.81
06/16	06/20/2016	166670	5616	UNITED PARCEL SERVICE	00009E1629	2	16-71-240	.00	33.50	33.50
06/16	06/20/2016	166670	5616	UNITED PARCEL SERVICE	00009E1629	3	10-49-240	.00	12.50	12.50
06/16	06/20/2016	166670	5616	UNITED PARCEL SERVICE	6200799570	1	16-71-240	.00	21.85	21.85
06/16	06/20/2016	166670	5616	UNITED PARCEL SERVICE	6200799581	1	16-71-240	.00	33.50	33.50
Total 166670:								.00		195.16
06/16	06/20/2016	166671	15451	VAL MORRIS	060616	1	17-34-400	.00	50.00	50.00
Total 166671:								.00		50.00
06/16	06/20/2016	166672	8664	VIRGIN VALLEY FOOD MART, I	06734	1	10-81-610	.00	8.43	8.43
Total 166672:								.00		8.43
06/16	06/20/2016	166673	15452	VIRGIN VALLEY DENTAL LLC	060716	1	10-81-490	.00	150.00	150.00

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Total 166673:								.00		150.00
06/16	06/20/2016	166674	5900	VIRGIN VALLEY DISPOSAL	5096854	1	52-40-310	.00	2,590.37	2,590.37
06/16	06/20/2016	166674	5900	VIRGIN VALLEY DISPOSAL	5096855	1	10-73-310	.00	3,002.05	3,002.05
Total 166674:								.00		5,592.42
06/16	06/20/2016	166675	8748	VIRGIN VALLEY VETERINARY H	218484	1	10-70-310	.00	43.92	43.92
06/16	06/20/2016	166675	8748	VIRGIN VALLEY VETERINARY H	220030	1	10-70-310	.00	191.24	191.24
06/16	06/20/2016	166675	8748	VIRGIN VALLEY VETERINARY H	221602	1	10-70-310	.00	33.00	33.00
06/16	06/20/2016	166675	8748	VIRGIN VALLEY VETERINARY H	221846	1	10-70-310	.00	121.19	121.19
06/16	06/20/2016	166675	8748	VIRGIN VALLEY VETERINARY H	222137	1	10-54-610	.00	123.20	123.20
Total 166675:								.00		512.55
06/16	06/20/2016	166676	10077	WELLS FARGO	051216 AB	1	10-41-620	.00	62.97	62.97
06/16	06/20/2016	166676	10077	WELLS FARGO	051216 AB	2	10-41-620	.00	90.00	90.00
06/16	06/20/2016	166676	10077	WELLS FARGO	051216 BT	1	10-65-230	.00	165.25	165.25
06/16	06/20/2016	166676	10077	WELLS FARGO	051216 BT	2	10-65-610	.00	400.81	400.81
06/16	06/20/2016	166676	10077	WELLS FARGO	051216 BT	3	10-63-610	.00	2,676.52	2,676.52
06/16	06/20/2016	166676	10077	WELLS FARGO	051216 DM	1	10-47-310	.00	39.96	39.96
06/16	06/20/2016	166676	10077	WELLS FARGO	051216 KC	1	10-57-230	.00	625.00	625.00
06/16	06/20/2016	166676	10077	WELLS FARGO	051216 KC	2	10-57-610	.00	55.26	55.26
06/16	06/20/2016	166676	10077	WELLS FARGO	051216 KC	3	10-57-610	.00	43.26	43.26
06/16	06/20/2016	166676	10077	WELLS FARGO	051216 KC	4	10-57-610	.00	17.83	17.83
06/16	06/20/2016	166676	10077	WELLS FARGO	051216 KC	5	10-57-230	.00	977.94	977.94
06/16	06/20/2016	166676	10077	WELLS FARGO	051216 KC	6	10-57-320	.00	38.39	38.39
06/16	06/20/2016	166676	10077	WELLS FARGO	051216 KC	7	10-57-230	.00	1,000.00	1,000.00
06/16	06/20/2016	166676	10077	WELLS FARGO	051216 KC	8	10-57-230	.00	303.96	303.96
06/16	06/20/2016	166676	10077	WELLS FARGO	051216 KC	9	10-57-230	.00	303.96	303.96
06/16	06/20/2016	166676	10077	WELLS FARGO	051216 MC	1	10-54-230	.00	656.45	656.45
06/16	06/20/2016	166676	10077	WELLS FARGO	051216 MC	2	10-54-610	.00	39.99	39.99
06/16	06/20/2016	166676	10077	WELLS FARGO	051216 MC	3	10-54-230	.00	885.00	885.00
06/16	06/20/2016	166676	10077	WELLS FARGO	051216 MC	4	10-54-625	.00	24.02	24.02
06/16	06/20/2016	166676	10077	WELLS FARGO	051216 MC	5	10-54-625	.00	300.00	300.00
06/16	06/20/2016	166676	10077	WELLS FARGO	051216 MC	6	10-54-625	.00	17.54	17.54
06/16	06/20/2016	166676	10077	WELLS FARGO	051216 R S	1	10-50-210	.00	356.88	356.88
06/16	06/20/2016	166676	10077	WELLS FARGO	051216 R S	2	10-50-230	.00	68.62-	68.62-

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
06/16	06/20/2016	166676	10077	WELLS FARGO	051216 RS	1	25-85-230	.00	303.77	303.77
06/16	06/20/2016	166676	10077	WELLS FARGO	051216 ST	1	10-54-230	.00	536.27	536.27
06/16	06/20/2016	166676	10077	WELLS FARGO	051216 ST	2	10-54-230	.00	28.80	28.80
06/16	06/20/2016	166676	10077	WELLS FARGO	051216 ST	3	10-54-230	.00	73.46	73.46
06/16	06/20/2016	166676	10077	WELLS FARGO	051216 ST	4	10-54-230	.00	1,204.60	1,204.60
06/16	06/20/2016	166676	10077	WELLS FARGO	051216 ST	5	10-54-240	.00	40.94	40.94
06/16	06/20/2016	166676	10077	WELLS FARGO	051216 ST	6	10-54-625	.00	528.64	528.64
06/16	06/20/2016	166676	10077	WELLS FARGO	051216 ST	7	10-56-610	.00	52.86	52.86
06/16	06/20/2016	166676	10077	WELLS FARGO	051216 TT	1	10-54-230	.00	754.10	754.10
06/16	06/20/2016	166676	10077	WELLS FARGO	051216 TT	2	10-54-310	.00	3,100.00	3,100.00
06/16	06/20/2016	166676	10077	WELLS FARGO	051216 TT	3	10-54-230	.00	1,549.76	1,549.76
06/16	06/20/2016	166676	10077	WELLS FARGO	051216 TT	4	10-54-320	.00	69.69	69.69
06/16	06/20/2016	166676	10077	WELLS FARGO	051216NM	1	10-81-610	.00	118.93	118.93
06/16	06/20/2016	166676	10077	WELLS FARGO	051216NM	2	10-81-490	.00	120.65	120.65
06/16	06/20/2016	166676	10077	WELLS FARGO	051216NM	3	10-81-610	.00	445.79	445.79
Total 166676:								.00	17,940.63	
06/16	06/20/2016	166677	8841	WEST PAYMENT CENTER	834085929	1	10-50-210	.00	491.26	491.26
Total 166677:								.00	491.26	
06/16	06/20/2016	166678	10501	WHITE CAP CONSTRUCTION SU	1000508389	1	10-65-480	.00	46.36	46.36
06/16	06/20/2016	166678	10501	WHITE CAP CONSTRUCTION SU	5000425166	1	10-65-480	.00	69.54	69.54
Total 166678:								.00	115.90	
06/16	06/20/2016	166679	9901	XEROX CORPORATION	084817962	1	10-49-250	.00	349.12	349.12
06/16	06/20/2016	166679	9901	XEROX CORPORATION	084817962	2	10-49-250	.00	103.14	103.14
06/16	06/20/2016	166679	9901	XEROX CORPORATION	084817963	1	10-49-250	.00	326.83	326.83
06/16	06/20/2016	166679	9901	XEROX CORPORATION	084817963	2	10-49-250	.00	97.70	97.70
Total 166679:								.00	876.79	
06/16	06/21/2016	166680	12935	POWER IMAGE	36251	1	10-54-625	.00	3,400.00	3,400.00
Total 166680:								.00	3,400.00	
06/16	06/22/2016	166681	14345	CITY OF MESQUITE - ISDD	062216	1	90-11320	.00	9,500.00	9,500.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 166681:								.00		9,500.00
06/16	06/22/2016	166682	8119	HINTON BURDICK CPAS & ADVI	062316	1	10-46-230	.00	90.00	90.00
Total 166682:								.00		90.00
Grand Totals:								.00		318,035.40

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:
 Report type: GL detail

CITY OF MESQUITE
 NOTIFICATION OF BUDGET AMENDMENTS AND BUDGET AUGMENTS
 DATE OF COUNCIL MEETING: July 12, 2016

BUDGET AMENDMENTS

Revenues Increase <Decrease>			Amended Amounts		Expenditures Increase <Decrease>			Amended Amounts	
Fund	Account #	Account Description	Incr.<Decr>	Budget	Fund	Account #	Account Description	Incr.<Decr>	Budget
DESCRIPTION:									
Fund	Account #	Account Description	Incr.<Decr>	Budget	Fund	Account #	Account Description	Incr.<Decr>	Budget
DESCRIPTION:									
Fund	Account #	Account Description	Incr.<Decr>	Budget	Fund	Account #	Account Description	Incr.<Decr>	Budget
DESCRIPTION:									
Fund	Account #	Account Description	Incr.<Decr>	Budget	Fund	Account #	Account Description	Incr.<Decr>	Budget
DESCRIPTION:									
Fund	Account #	Account Description	Incr.<Decr>	Budget	Fund	Account #	Account Description	Incr.<Decr>	Budget
DESCRIPTION:									

BUDGET AUGMENTS

Revenues Increase <Decrease>			Amended Amounts		Expenditures Increase <Decrease>			Amended Amounts	
Fund	Account #	Account Description	Incr.<Decr>	Budget	Fund	Account #	Account Description	Incr.<Decr>	Budget
DESCRIPTION:									
DESCRIPTION:									
DESCRIPTION:									
DESCRIPTION:									
DESCRIPTION:									



July 05, 2016

Technical Review Meeting Agenda Item 4.

Subject:

Mayor's Comments

Petitioner:

Andy Barton, City Manager

Staff Recommendation:

None

Fiscal Impact:

None

Budgeted Item:

No

Background:

None

Attachments:

None



July 05, 2016

Technical Review Meeting Agenda Item 5.

Subject:

City Council and Staff Comments and Reports

Petitioner:

Andy Barton, City Manager

Staff Recommendation:

None

Fiscal Impact:

None

Budgeted Item:

No

Background:

None

Attachments:

None



Technical Review Meeting Agenda Item 6.

Subject:

Consideration of Architectural and Site Plan review Case No. ASR-16-003 (Mesquite Library) to get approval to build a new library building on a portion of the site at 105 West Mesquite Boulevard, in the General Commercial (CR-2) zone.

- Public Comment
- Discussion and Possible Action

Petitioner:

Richard Secrist, Director of Development Services

Staff Recommendation:

Approval of ASR-16-003 Mesquite Library subject to staff recommendations.

Fiscal Impact:

None

Budgeted Item:

No

Background:

The Clark County Library District has proposed building a new 16,000 square foot library at 105 W Mesquite Boulevard. They only need to use the north 1.7 acres of this block, not the entire 3.22 acres. So, this new library building is proposed right across the street from the existing library at 121 W First North Street.

The block the library is proposed on is Parcel 2 of a Parcel Map for the Church of Jesus Christ of the Latter Day Saints that was recorded on September 28, 1987. Parcel One is the block where the existing library and library park are located.

The City acquired Parcel 2 from the LDS Church in October of 2009. And until this recent proposal from the Clark County Library District there has been little interest in purchasing the property from the City.

Plans were reviewed and discussed at the staff Agency Review Meeting on June 1, 2016. Plans were also reviewed by the Architectural Review Committee on June 13, 2016 and approved, with the recommendation that more detailed plans be reviewed by the Committee at the Design Development stage prior to the applicant preparing construction and bid documents.

Attachments:

Staff Memo
Application & Plans



TO: Honorable Mayor and City Council

FROM: Richard Secrist, Director

DATE: June 24, 2016

RE: Consideration of Architectural and Site Plan review Case No. ASR-16-003 (Mesquite Library) to get approval to build a new library building on a portion of the site at 105 West Mesquite Boulevard, in the General Commercial (CR-2) zone.

Recommendation

Approval of ASR-16-003 Mesquite Library subject to staff recommendations.

Background

The Clark County Library District has proposed building a new 16,000 square foot library at 105 W Mesquite Boulevard. They only need to use the north 1.7 acres of this block, not the entire 3.22 acres. So, this new library building is proposed right across the street from the existing library at 121 W First North Street.



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The City acquired Parcel 2 from the LDS Church in October of 2009. And until this recent proposal from the Clark County Library District there has been little interest in purchasing the property from the City.

Key Facts

- Current Zoning: Central Business District (CR-3) Commercial.
- Surrounding Zoning and Uses
 - North – W First North Right-Of-Way, across First North Street are the existing library and park.
 - East – Town Wash Drainage, Washington Federal Bank, Reliance Connects.
 - West – Desert Drive, and Single Family Residential homes.
 - South – Mesquite Boulevard & Ace Hardware
- In the CR-3 zoning district, a Library is listed as a “Permitted Use.”

Analysis

Site Layout and Orientation

The proposed new library building will face First North Street, across from the existing library. Plans show a generous 76' front yard setback from property line. When designing plans for the site, the applicant discovered there is a Reliance Connects trunk fiber line and easement crossing the front of this parcel. The easement ran down an access aisle in the parking lot of the old church site. And there wasn't enough room between the easement and the street for the library, so they set it back behind the easement.

It was always the intent to have some type of plaza or activity area around the library, so this large front yard is used in this way. There is a large paved plaza with community gardens, event stage, clock tower, boxed landscape planters, and trees.

Much of the parking (23 spaces) are provided in the form of 60 degree angle on-street parking on First North Street. The angled parking and bulb-outs at the pedestrian cross-walks reduce the travel way width, and will slow down traffic. The layout enhances both pedestrian and vehicular access without requiring the entire site to be used for parking.

Off-street parking is provided east of the building with access from First North Street. In order to provide both the parking and a landscaped buffer yard along the shared-use trail near the Town Wash Drainage channel, the trail will be removed and pushed further to the east.

There is a children's play area behind the library on the south side, along with Art Truck Parking, and a generous landscape buffer along the property line. There is also a service entrance drive near the southwest corner with access from Desert Drive. The initial plan shows a trash enclosure off this service entrance, but it was decided at Agency Review that this trash enclosure should be relocated to the south end of the parking lot east of the library.

Architectural Design

In keeping with the climatic conditions and a desire to lessen the impacts of the southwest heat, the building is a low, single-story structure with extended overhangs to minimize direct sunlight through the windows. Design elements common to this area will be reflected in the look of the building.

The predominant exterior wall material is a light reddish /brown sandstone veneer. The fascia and screen wall has an exterior of rusted corten steel, as is the west building façade facing Desert Drive. Having no window openings on this side of the building was once again part of the energy saving design. The County is seeking a Leed Certification as a green building, so this informs many of their design decisions.

Roof-top mechanical equipment will be screened by a light green parapet wall. This light green is complemented with orange colored accents in the signs, lettering, and some of the doors.

The Library will have 16,000 square feet of floor space made up of the traditional book stacks (160,000 volumes), various meeting rooms, administrative spaces, restrooms, and a café. A Pull-Up and Drop-Off drive-thru lane will allow patrons to pick up a coffee at the café or a book on reserve at the window. There is also a drive-by book drop-off in the parking lot.

Traffic Impacts and Safety

With the exception of the slowed traffic on this portion of First North Street, circulation will remain pretty much the same. Obviously, it is expected that traffic will increase with the new library, but surrounding streets are adequate to handle it.

Parking: This site is part of the Downtown Redevelopment District, and is also in the Central Business District (CR-3) Commercial Zone. When the City adopted the Redevelopment District Plan, a conscious decision was made to not let excessive parking requirements stifle downtown development. And as a result there is no parking requirement in the CR-3 zone.

9-7W-7: PARKING REQUIREMENTS:

- A. For parcels that are in the downtown redevelopment district, there are no parking requirements. If a property owner elects to provide parking, the surface and dimensions of the parking lot shall be pursuant to section [9-8-5](#) of this title.

Policies in the Redevelopment Plan encourage parking to be provided by the City in these areas in the form of on-street parking, parking lots and structures, and shared parking with community facilities. In the case of the library, the City is proposing to allow on-street parking to meet some of the parking requirement.

The standard for off-street parking in the code is:

3 spaces per 1,000 square feet of floor area, plus 1 space per employee

Under this standard, the library would need 60 to 63 parking spaces. They anticipate having 12-15 employees. The proposed site plan shows 22 off-street parking spaces and 23 on-street

spaces, for 45 total spaces. On its face, the proposed site is 15-18 spaces short of meeting the requirement. But patrons will also be able to use the parking lot at the existing library, and there is additional parallel parking available on surrounding streets. Between the shared library parking and on-street parking, staff believes this will work. It also leaves considerable space on-site for landscaping and public activity spaces.

At the Agency Review Meeting staff discussed the difficulties with getting Fire truck access under the first site plan submitted. A revised plan was submitted after Agency Review which shows more generous turning radii in the parking lot. It is the Proposed Site Plan dated 6/9/16 in the backup. This plan shows 25 on-street parking spaces and 19 off-street spaces.

Site Plan Approval Analysis

MMC Section 9-5-4(E) Site Plan Approval Criteria lists the criteria to be satisfied. These are set forth below with staff commentary on each.

1. Criteria: The city council or planning commission shall approve, conditionally approve or deny the site plan, based upon the following criteria. If no planning commission exists, the zoning official shall approve, conditionally approve or deny the site plan, based upon staff's determination that the following criteria are satisfied:

a. The site is capable of accommodating the building(s), parking areas and drives with appropriate open spaces and is in compliance with all requirements of these regulations.

Commentary: Yes.

b. The site plan provides for safe and easy ingress, egress and internal traffic circulation.

Commentary: Yes.

c. All development features, including the principal building and any accessory buildings, open spaces, service roads and parking areas are located so as to minimize the possibility of adverse effects on adjacent properties.

Commentary: Yes.

d. The plan is consistent with accepted land planning and site engineering design principles.

Commentary: Yes.

e. The plan represents an overall development pattern that is consistent with the general plan, design guidelines and other adopted planning policies.

Commentary: Yes.

Findings

1. Staff finds that the site layout is in compliance with all requirements and regulations and that the architectural design is in keeping with the southwest design themes found in Mesquite.
2. The Architectural Review Committee approved the site plan and building design on June 13, 2016.
3. This is a strategic property in the downtown redevelopment area. This site's development will enhance the value of the remaining City Parcel, and improve the trail along Town Wash drainage channel.

Departmental Comments

Staff recommends approval of Architectural & Site Plan Review Case No. ASR-16-003, subject to staff recommendations and Standard Conditions:

Building Department

1. Meet all applicable Building Codes and Standard Conditions.

Engineering Department

1. Standard Conditions.
2. Please provide the dimension from the back of sidewalk to the west building line.
3. It is understood that as part of the overall project, all existing drive access locations will be required to be reconstructed as commercial style drive approaches.
4. It is also understood that all other access points will be removed and replaced with sidewalk, curb and gutter.

Development Services

1. Meet all applicable Zoning Codes and Standard Conditions.
2. Once the Library District and their architects have the plans at the final Design Development stage, they should be resubmitted to the Architectural Review Committee for final review and approval before preparing construction and bid documents.
3. Signs permit applications will need to be reviewed by the Architectural Review Committee and approved prior to permit issuance.

Public Works

1. Standard Conditions as applicable.
2. Requesting architectural pop outs shown on the west crosswalk on W. First South be duplicated on the east crosswalk. East cross walk could be realigned further to east.
3. Handicap ramp on the north side of the east crosswalk will need to be constructed in new location and the old handicap ramp removed and replace with curb, gutter & sidewalk.

Sanitation

1. Standard Conditions as applicable.
2. New six inch commercial sewer lateral will need to be installed in the eight inch active sewer line in Desert Drive.

Solid Waste

1. Trash enclosures will be required on this project; they need to be designed to City of Mesquite Standards and all locations need to be approved by the Public Works Department.

Fire & Rescue Department

1. Per. Mesquite NV Fire code 503.2.4 Fire apparatus turning radius shall be no less than 52 feet outside and 28 feet inside turning radius, each end of parking lot.
2. Per: Mesquite NV Fire code 506.1 You are required to install a Knox box for access keys. Location of Knox box shall be near sprinkler riser room, fire alarm control panel and entrance to building.
3. Per: Mesquite NV Fire code 903.3.8 Buildings with an automatic sprinkler system shall be provided with a riser room that has a one hour fire separation from the remainder of the building and has an exterior door.
4. Per Mesquite NV Fire code Section C 105 The maximum distance from a fire hydrant to a fire department sprinkler connection shall be 100 feet.

Police Department

1. No Concerns.

Architectural and Site Plan Review

Project Information

Project Name Mesquite Library Existing Zoning CR-3
 Project Location Desert dr. and West First North st. Gross Acres 1.7
 Assessor's Parcel Number(s) APN 001-16-203-001
 Building Use(s) and Size(s) Library
 Total Square Feet 16,000 s.f.
 Please explain the intent of this request To get approval to build a new library building on a portion of the site located at 105 W. Mesquite Blvd. The existing Library will remain with minor interior remodel.
 Applicant Signature _____ Date _____

Applicant Information

Property Owner(s) City of Mesquite
 Mailing Address 10 East Mesquite Boulevard
 Phone No 702.346-5295 Email _____ Fax No _____

Applicant (if different than Owner) Pugsley Simpson Coulter Architects
 Mailing Address 151 E. Warm Springs road
 Phone No 702-435-1150 Email geddington@pscarchitects.com Fax No 702-435-7699

Contact Person/Representative (if different than Owner) Gary Eddington, project architect
 Mailing Address 151 E. Warm Springs road
 Phone No 702-435-1150 Email geddington@pscarchitects.com Fax No 702-435-7699

Office Use Only

Case No ASR-16-003 Application Fee \$ 175.00
 Date Received 5/6/16 Noticing Fee \$ 0
 Received By R.S. Planner R.S.

Checklist

Please use the following list to prepare your complete application. If any information is missing, inaccurate or incomplete, the application will be deemed invalid and **will not** be accepted for processing.

- Application fee of \$175 is due upon submittal.
- One (1) original signed application.
- One (1) original, current and fully signed Affidavit(s) plus one (1) copy.
- One (1) original legal description of the property plus one (1) copy. (A metes and bounds description is required if the property is not platted.)
- Two (2) 24" x 36" site plan folded to 9" x 12" size (please refer to Mesquite Municipal Code ([MMC Section 9-5-4C](#))).
- One (1) original 8 ½" x 11" site plan plus one (1) copy.
- Two (2) 8 ½" x 11" color renderings. One (1) 24" x 36" color rendering. One (1) color board and material(s) samples.

NOT REQ. Traffic Impact Analysis: Required if project will generate more than five hundred (500) vehicle trips per day based on Institute of Transportation Engineer trip generation rates (Please refer to [MMC Section 9-9-6C](#)).

- One (1) original Service Availability letter from each public utility plus one (1) copy:

✓-City of Mesquite Sanitation Division.

✓-Overton Power District No. 5.

-Reliance Connects Telephone/Cable Company.

✓-Orange Broadband. **TDS**

✓-Virgin Valley Disposal.

✓-Virgin Valley Water District.

- A digital copy of the submittal are required in the following formats:

-All site plans must be in AutoCAD Version 14 or higher, DWG format.

-All architectural renderings and building elevations must be in TIF, JPEG or PDF format.

-All other documents can be submitted in TIF, JPEG, PDF or DOC format.



Property Owner/Applicant Affidavit

Project Information

- | | |
|--|--|
| <input type="checkbox"/> Administrative Adjustment | <input type="checkbox"/> Development Agreement |
| <input type="checkbox"/> Temporary Commercial Permit | <input type="checkbox"/> Abandonment |
| <input type="checkbox"/> Development Code Amendment | <input type="checkbox"/> Tentative Map |
| <input type="checkbox"/> Annexation | <input type="checkbox"/> Extension of Time |
| <input type="checkbox"/> Variance | <input checked="" type="checkbox"/> Architectural / Site Plan Review |
| <input type="checkbox"/> Final Map | <input type="checkbox"/> Zoning / Master Plan Amendment |
| <input type="checkbox"/> Boundary Line Adjustment | <input type="checkbox"/> Parcel Map |
| <input type="checkbox"/> Zoning Verification | <input type="checkbox"/> Conditional Use Permit |
| <input type="checkbox"/> Street Name / Number Change | <input type="checkbox"/> Other _____ |

Project Location Desert Dr and West First North St.

Assessor's Parcel No(s) 001-16-203-001

Applicant Information

Property Owner(s) City of Mesquite

Mailing Address 10 East Mesquite Boulevard, Mesquite, NV

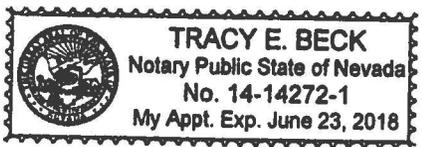
Applicant (if different than Owner) Pugsley Simpson Coulter Architects (LVCCLD)

Mailing Address 151 East Warm Springs Road, Las Vegas, NV

(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 *Allan Litman* Print Name Allan Litman
 Applicant Signature _____ Print Name _____

Notary Public
 SUBSCRIBED AND SWORN TO BEFORE ME THIS 5th DAY OF May, 2016
 BY ALLAN S. LITMAN AS THE OWNER/APPLICANT
 NOTARY PUBLIC *Tracy E. Beck* MY COMMISSION EXPIRES 6-23-2018



LEGAL DESCRIPTION

DEED DESCRIPTION

PARCEL 2, 001-16-203-001, 105 WEST MESQUITE BOULEVARD

THAT PORTION OF THE SOUTHEAST QUARTER (SE $\frac{1}{4}$) OF THE NORTHWEST QUARTER (NW $\frac{1}{4}$) OF SECTION 16, TOWNSHIP 13 SOUTH, RANGE 71 EAST, M.D.M, CLARK COUNTY, NEVADA, FURTHER DESCRIBED AS FOLLOWS:

PARCEL TWO (2) AS SHOWN BY MAP THEREOF ON FILE IN FILE 54 OF PARCEL MAPS, PAGE 22 IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

SURVEYED DESCRIPTION

LOCATED IN TRACT 37, TOWNSHIP 13 SOUTH, RANGE 71 EAST, MOUNT DIABLO BASE AND MERIDIAN, WITHIN THE CITY OF MESQUITE, CLARK COUNTY, NEVADA, PARCEL 2 AS RECORDED IN FILE 54, PAGE 22 OF PARCEL MAPS IN THE OFFICIAL RECORDS OF CLARK COUNTY, NEVADA, AND BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL 2 BEING ON THE EASTERLY LINE OF DESERT DRIVE (A 60.00 FOOT DEDICATED RIGHT-OF-WAY) THAT IS NORTH 88°33'18" EAST 27.00 FEET ALONG THE MONUMENT LINE AND SOUTH 01°10'52" EAST 49.50 FEET FROM THE MONUMENT IN THE INTERSECTION OF DESERT DRIVE AND FIRST NORTH STREET AS RECORDED IN FILE 162, PAGE 44 OF SURVEYS IN THE OFFICIAL RECORDS OF CLARK COUNTY, NEVADA AND RUNNING;

THENCE NORTH 88°33'18" EAST 352.50 FEET ALONG THE SOUTHERLY LINE OF FIRST NORTH STREET (A 99.00 FOOT DEDICATED RIGHT-OF-WAY);

THENCE SOUTH 01°10'52" EAST 398.25 FEET TO THE NORTHERLY LINE OF MESQUITE BOULEVARD (A 96.00 FOOT DEDICATED RIGHT-OF-WAY);

THENCE SOUTH 88°37'52" WEST 352.50 FEET ALONG THE NORTHERLY LINE OF SAID MESQUITE BOULEVARD TO THE EASTERLY LINE OF SAID DESERT DRIVE;

THENCE NORTH 01°10'52" WEST 397.78 FEET ALONG THE SAID EASTERLY LINE OF SAID DESERT DRIVE TO THE POINT OF BEGINNING.

CONTAINS 3.22 ACRES, MORE OR LESS (AS-DESCRIBED).



LIBRARY SITE PLAN
SCALE: 1/16" = 1'-0"



NORTHEAST AIREAL VIEW



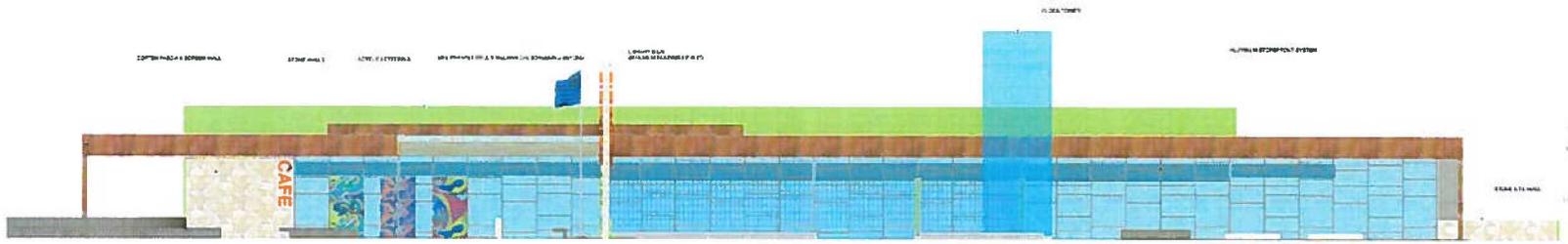
NORTHWEST AIREAL VIEW



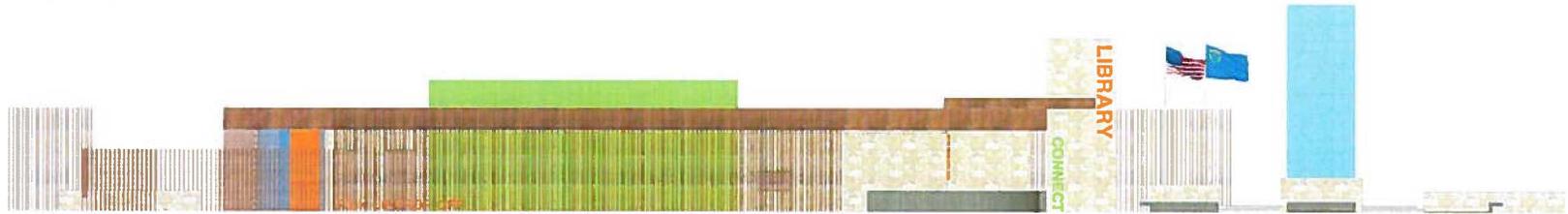
SOUTHEAST AIREAL VIEW



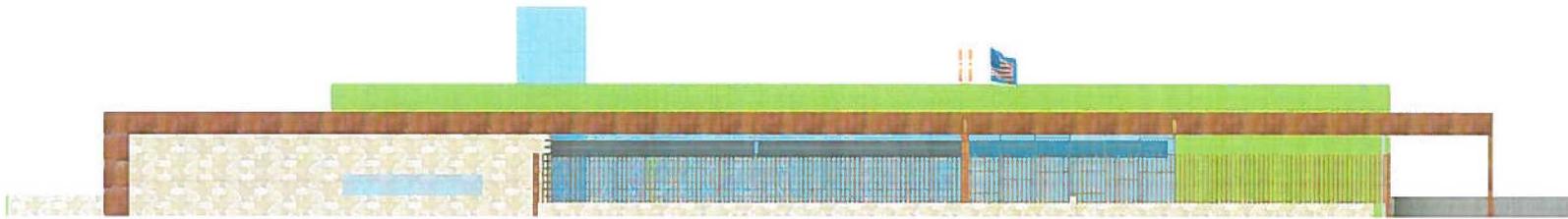
SOUTHWEST AIREAL VIEW



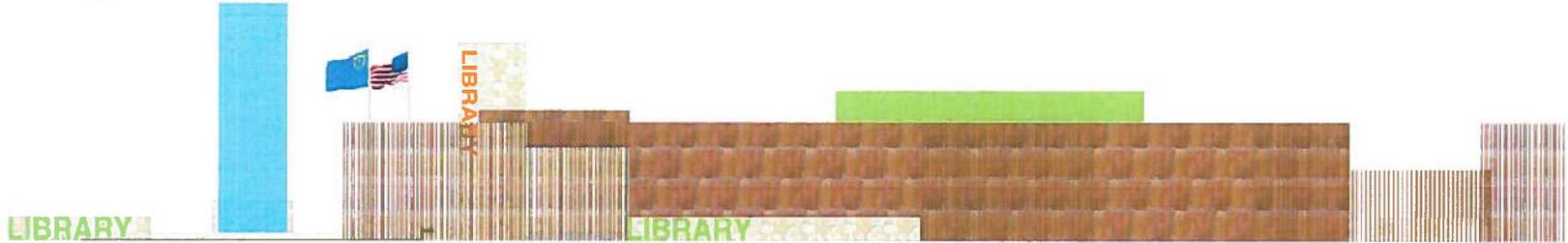
NORTH ELEVATION
SCALE: 1/8" = 1'-0"



WEST ELEVATION
SCALE: 1/8" = 1'-0"



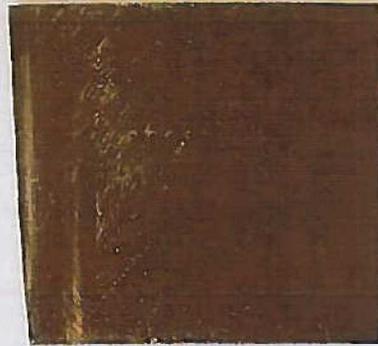
SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



EAST ELEVATION
SCALE: 1/8" = 1'-0"



ST-1 (STONE VENEER)



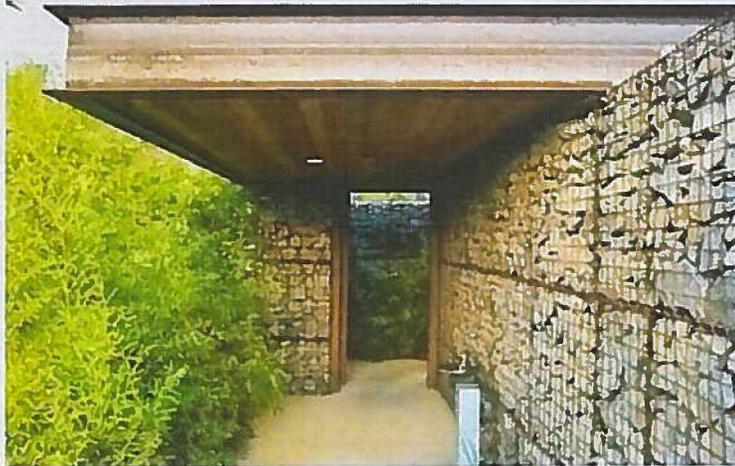
MP-1 (METAL PANEL)
CORTEN STEEL



PT-1
(ACCENT PAINT)



PT-2
(ACCENT PAINT)



GABION WALL



CC-1



CC-2



STOREFRONT FINISH

BASIS OF BEARING

THE MONUMENT LINE OF WEST FIRST NORTH STREET FROM THE MONUMENT IN THE INTERSECTION OF DESERT DRIVE AND FIRST NORTH STREET, YUCCA STREET AND WEST FIRST NORTH STREET AS RECORDED IN FILE 162, PAGE 44 OF SURVEYS IN THE OFFICIAL RECORDS OF CLARK COUNTY, NEVADA.



SCALE: 1" = 30'

SURVEYOR'S CERTIFICATE

TO: LAS VEGAS-CLARK COUNTY LIBRARY DISTRICT, FIDELITY NATIONAL TITLE AGENCY OF NEVAD.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINT ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 3, 4, 5, 8, 9, 11(b), 17, 18, 19, 20(a), 20(b) AND 21 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON OCTOBER 14, 2015.

VICTOR R. CAMPBELL
NEVADA LICENSE No. 11424
EXPIRES: DECEMBER 31, 2016



SURVEYOR'S NARRATIVE

- 1-THE LOCATION OF EACH EASEMENT, RIGHT OF WAY, SERVITUDE, AND OTHER MATTER (ABOVE OR BELOW GROUND) AFFECTING THE SUBJECT PROPERTY AND LISTED IN TITLE COMMITMENT No. 00042620, DATED JULY 6, 2015 AT 7:30 AM, 121 WEST FIRST NORTH STREET, PARCEL 1, AND TITLE COMMITMENT No. 00042618, DATED JULY 6, 2015 AT 7:30 AM, 105 WEST MESQUITE BOULEVARD, PARCEL 2 ISSUED BY FIDELITY NATIONAL TITLE AGENCY OF NEVADA, INC. WITH RESPECT TO THE SUBJECT PROPERTY, HAS BEEN SHOWN ON THE SURVEY, TOGETHER WITH APPROPRIATE RECORDING REFERENCES, TO THE EXTENT THAT SUCH MATTERS CAN BE LOCATED. THE PROPERTY SHOWN ON THE SURVEY IS THE SAME PROPERTY AS DESCRIBED IN THE REFERENCED TITLE COMMITMENT.
- 2- THE SUBJECT PROPERTY HAS DIRECT ACCESS TO A DULY DEDICATED AND ACCEPTED PUBLIC STREET OR HIGHWAY.
- 3- THE UTILITIES SERVING THE SUBJECT PROPERTY APPEAR TO ENTER THE VIA MESQUITE BOULEVARD, DESERT DRIVE AND FIRST NORTH STREET.
- 4- THE SUBJECT PROPERTY SERVES ADJOINING PROPERTIES FOR DRAINAGE, UTILITIES AND INGRESS OR EGRESS.
- 5- THE RECORD MAPS OF THE SUBJECT PROPERTY FORMS A MATHEMATICALLY CLOSED FIGURE.
- 6- THE SUBJECT PROPERTY LIES WITHIN A FLOOD HAZARD AREA DESIGNATED AS FLOOD ZONE X, SHOWN ON FLOOD INSURANCE RATE MAP, CLARK COUNTY AND INCORPORATED AREAS, CITY OF MESQUITE, NEVADA, COMMUNITY PANEL NUMBER 3200300387F, MAP REVISED, DECEMBER 4, 2007, PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
- 7-THERE IS NO OBSERVABLE EVIDENCE OF ANY CEMETERIES OR BURIAL GROUNDS OR SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL ON THIS PROPERTY OR ADJACENT PARCELS AT THE TIME THE SURVEY WAS CONDUCTED.
- 8- PARCEL 1 IS LOCATED IN PUBLIC FACILITY (PF) ZONE. CURRENT ZONING ALLOWS FOR PUBLIC, QUASI-PUBLIC AND INSTITUTIONAL FACILITIES AND USES. THE ZONING ORDINANCE OF PUBLIC FACILITY REQUIRES THE HEIGHT OF ALL BUILDINGS NOT TO EXCEED 3 STORIES/50 FEET.
- 9- PARCEL 2 IS LOCATED IN COMMERCIAL CENTRAL BUSINESS DISTRICT (CR-3) ZONE. CURRENT ZONING OF COMMERCIAL-CENTRAL BUSINESS DISTRICT IS INTENDED TO PROVIDE RETAIL, SERVICE, OFFICE AND MIXED USES THAT SERVE THE ENTIRE COMMUNITY. THE ZONING ORDINANCE OF COMMERCIAL CENTRAL BUSINESS DISTRICT REQUIRES THE HEIGHT OF ALL BUILDINGS NOT TO EXCEED 4 STORIES/70 FEET.
- 9- THERE IS NO OBSERVABLE EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS ON THIS PROPERTY OR ADJACENT PARCELS AT THE TIME THE SURVEY WAS CONDUCTED.
- 10- THE PROPERTY SHOWN HEREON IS SERVICED BY PUBLIC WATER AND SANITARY SEWER FACILITIES.
- 11- THERE IS NO INDICATION BY THE CITY OF MESQUITE PLANNING DEPARTMENT, THAT EXISTING PUBLIC RIGHT-OF-WAYS WILL REQUIRE FUTURE WIDTH DEDICATIONS.

LEGAL DESCRIPTION

PARCEL 1, 001-16-202-017, 121 WEST FIRST NORTH STREET

THAT PORTION OF TRACT 37 BEING A PORTION OF THE WEST HALF (W1/2) OF SECTION 16, TOWNSHIP 13 SOUTH, RANGE 71 EAST, M.D.B.&M., CLARK COUNTY NEVADA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL ONE (1) AS SHOWN BY MAP THEREOF ON FILE IN FILE 54 OF PARCEL MAPS, PAGE 22, IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

SURVEYED DESCRIPTION

LOCATED IN TRACT 37, TOWNSHIP 13 SOUTH, RANGE 71 EAST, MOUNT DIABLO BASE AND MERIDIAN, WITHIN THE CITY OF MESQUITE, CLARK COUNTY, NEVADA, PARCEL 1 AS RECORDED IN FILE 54, PAGE 22 OF PARCEL MAPS IN THE OFFICIAL RECORDS OF CLARK COUNTY, NEVADA, AND BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL 1 BEING ON THE EASTERLY LINE OF DESERT DRIVE (A 60.00 FOOT DEDICATED RIGHT-OF-WAY) THAT IS NORTH 88°33'18" EAST 27.00 FEET ALONG THE MONUMENT LINE AND NORTH 01°10'52" WEST 49.50 FEET FROM THE MONUMENT IN THE INTERSECTION OF DESERT DRIVE AND FIRST NORTH STREET AS RECORDED IN FILE 162, PAGE 44 OF SURVEYS IN THE OFFICIAL RECORDS OF CLARK COUNTY, NEVADA AND RUNNING;

THENCE NORTH 01°10'52" WEST 376.01 FEET ALONG THE EASTERLY LINE OF SAID DESERT DRIVE;
THENCE NORTH 87°41'49" EAST 352.56 FEET;
THENCE SOUTH 01°10'52" EAST 381.29 FEET TO THE NORTHERLY LINE OF SAID FIRST NORTH STREET (A 99.00 FOOT DEDICATED RIGHT-OF-WAY);
THENCE SOUTH 88°33'18" WEST 352.50 FEET ALONG THE SAID NORTHERLY LINE OF SAID FIRST NORTH STREET TO THE POINT OF BEGINNING.

CONTAINS 14,108 SQUARE FEET, MORE OR LESS (AS-DESCRIBED).

EXCEPTIONS

PARCEL 1, 001-16-202-017, 121 WEST FIRST NORTH STREET

ITEM No. 4
RESERVATIONS, EXCEPTIONS AND PROVISIONS CONTAINED IN THE PATENT FROM THE STATE OF NEVADA AND IN THE ACTS AUTHORIZING THE ISSUANCE THEREOF.
RECORDED: MARCH 13, 1991, BOOK 910313, INSTRUMENT No. 00401, OF OFFICIAL RECORDS.
RESERVING MINES OF GOLD, SILVER, COPPER, LEAD, CINNABAR AND OTHER VALUABLE MINERALS COVERS THE ENTIRE PARCEL

ITEM No. 5
EASEMENTS FOR THE PURPOSES SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS GRANTED IN A DOCUMENT GRANTED TO: J. HARDY, PURPOSE: INGRESS AND EGRESS.
RECORDED: APRIL 09, 1984, BOOK 1901, INSTRUMENT No.1860449, OF OFFICIAL RECORDS
NO EVIDENCE FOUND THAT THIS EFFECTS PARCEL 2. EXACT LOCATION CAN NOT BE DETERMINED BY DOCUMENT

ITEM No. 6
DEDICATIONS, EASEMENTS AND RIGHTS INCIDENTAL THERETO AS INDICATED OR DELINEATED ON THE MAP OF SAID TRACT/PLAT:
FILE 54 OF PARCEL MAPS, PAGE 22, OF OFFICIAL RECORDS
15' INGRESS/EGRESS EASEMENT IN FAVOR OF JOY HARDY.

ITEM No. 7
RESERVATIONS OF MINERALS AND MINERAL RIGHTS AS CONTAINED IN THE DEED.
RECORDED: OCTOBER 29, 1987 IN BOOK 871029 AS INSTRUMENT NUMBER 00317 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.
COVERS THE ENTIRE PARCEL

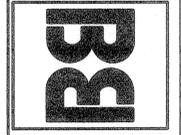
ITEM No. 8
THE LAND DESCRIBED HEREIN IS INCLUDED WITHIN A PROJECT AREA OF THE REDEVELOPMENT AGENCY SHOWN BELOW, AND THAT PROCEEDINGS FOR THE REDEVELOPMENT OF SAID PROJECT HAVE BEEN INSTITUTED UNDER THE REDEVELOPMENT LAW (SUCH REDEVELOPMENT TO PROCEED ONLY AFTER THE ADOPTION OF THE REDEVELOPMENT PLAN) AS DISCLOSED BY A DOCUMENT. REDEVELOPMENT AGENCY: THE CITY OF MESQUITE URBAN AND INDUSTRIAL CORRIDORS FINAL REDEVELOPMENT PLAN.
RECORDED: NOVEMBER 06, 1995, BOOK 951106, INSTRUMENT NUMBER 00875, OF THE OFFICIAL RECORDS.
COVERS THE ENTIRE PARCEL

LEGEND

SURVEY BOUNDARY	MEASURED (M)
EASEMENT LINE	EXISTING STREET LAMP AND POST
TRACT LINE	EXISTING DECORATIVE STREET LAMP AND POST
ADJACENT LOT LINE	EXISTING WATER VALVE
STREET CENTERLINE	EXISTING SANITARY SEWER MANHOLE
SET REBAR & CAP PLS 11424	EXISTING FIRE HYDRANT
FOUND BAR & CAP PLS 11424	IRRIGATION CONTROL VALVE
FOUND NAIL & WASHER PLS 11424	CATCH BASIN
FOUND ALCP CENTERLINE STREET MONUMENT STAMPED PLS 11424	1' WALL/ CURB
FOUND BRASS CAP AT TRACT CORNER STAMPED PLS 2643	EXISTING SANITARY SEWER LINE
ASSESSOR'S PARCEL NUMBER	EXISTING OVERHEAD POWER LINE
TITLE REPORT EXCEPTION	PICNIC TABLE
NOT A PART OF THIS SURVEY	FIBER OPTIC PULL BOX
MONUMENT TO MONUMENT	

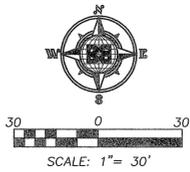
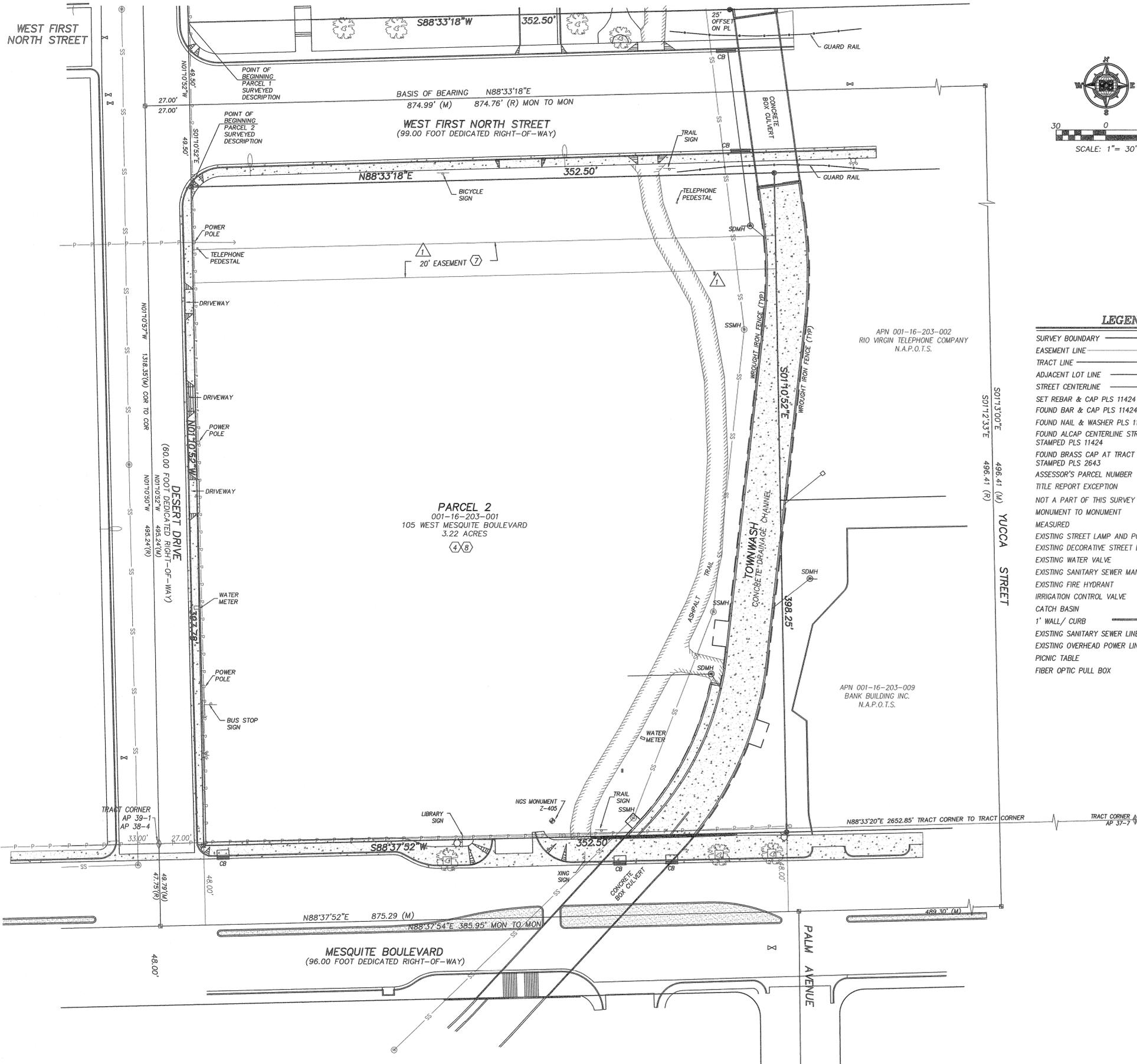
NO	DESCRIPTION	BY	APPROVED	DATE

BULLOCH BROTHERS ENGINEERING INC.
CIVIL ENGINEERS-LAND SURVEYORS-LAND PLANNERS
www.bullochbrothers.com
750 WEST PIONEER BLVD.
MESQUITE, NEVADA 89027
(702) 346-5100



ALTA/ACSM LAND TITLE SURVEY
121 WEST FIRST NORTH STREET
FOR
LAS VEGAS-CLARK COUNTY LIBRARY DISTRICT
PROJECT LOCATED IN MESQUITE, NEVADA

PROJECT NO:	1705	SCALE:	1" = 30'
DATE:	OCT 2015	DRAWN BY:	VRC
SHEET NO:	1 OF 2	CHECKED BY:	VRC



LEGEND

- SURVEY BOUNDARY
- EASEMENT LINE
- TRACT LINE
- ADJACENT LOT LINE
- STREET CENTERLINE
- SET REBAR & CAP PLS 11424
- FOUND BAR & CAP PLS 11424
- FOUND NAIL & WASHER PLS 11424
- FOUND ALCP CENTERLINE STREET MONUMENT STAMPED PLS 11424
- FOUND BRASS CAP AT TRACT CORNER STAMPED PLS 2643
- ASSESSOR'S PARCEL NUMBER
- TITLE REPORT EXCEPTION
- NOT A PART OF THIS SURVEY
- MONUMENT TO MONUMENT
- MEASURED
- EXISTING STREET LAMP AND POST
- EXISTING DECORATIVE STREET LAMP AND POST
- EXISTING WATER VALVE
- EXISTING SANITARY SEWER MANHOLE
- EXISTING FIRE HYDRANT
- IRRIGATION CONTROL VALVE
- CATCH BASIN
- 1' WALL/ CURB
- EXISTING SANITARY SEWER LINE
- EXISTING OVERHEAD POWER LINE
- PICNIC TABLE
- FIBER OPTIC PULL BOX

LEGAL DESCRIPTION

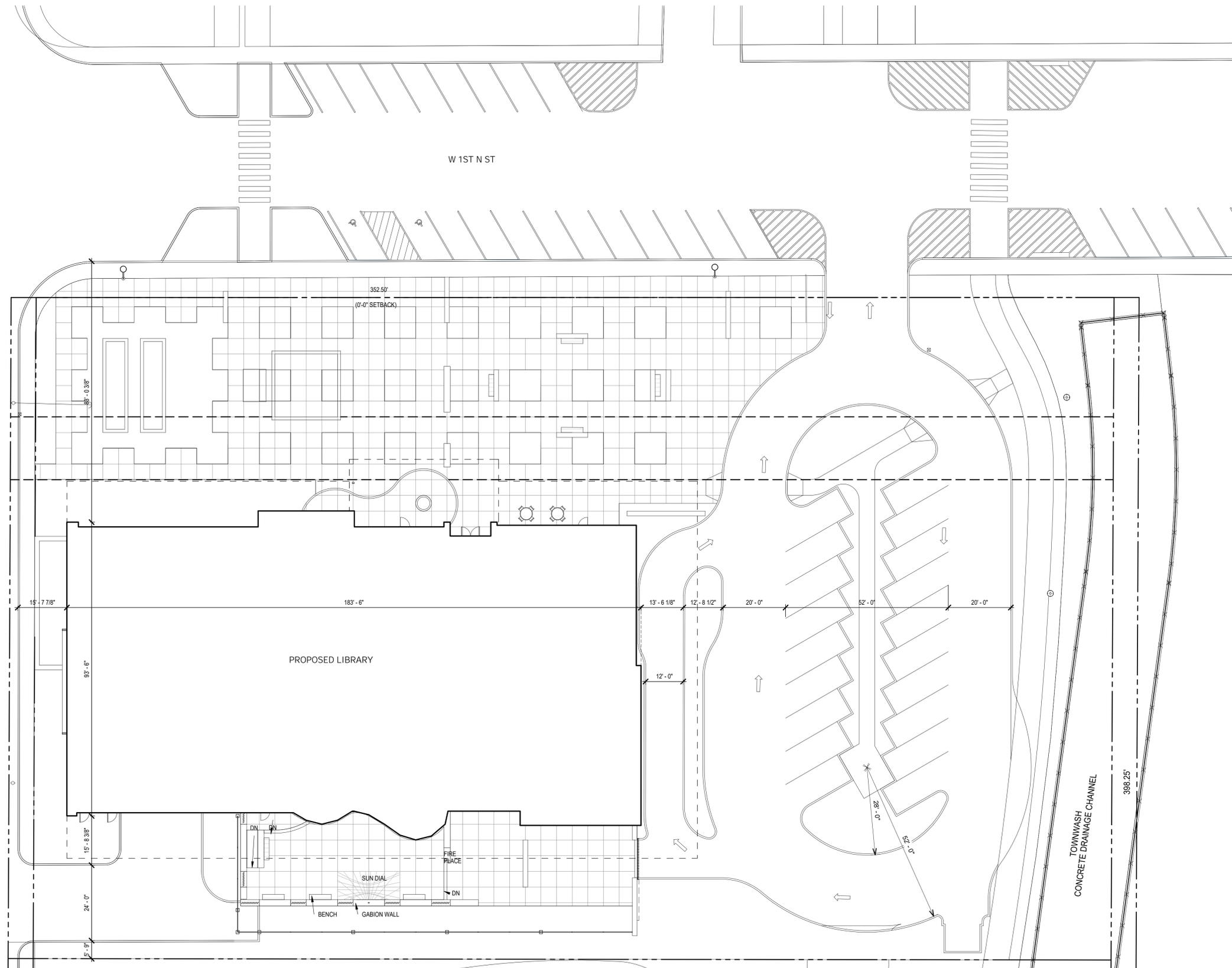
DEED DESCRIPTION
 PARCEL 2, 001-16-203-001, 105 WEST MESQUITE BOULEVARD
 THAT PORTION OF THE SOUTHEAST QUARTER (SE ¼) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 16, TOWNSHIP 13 SOUTH, RANGE 71 EAST, M.D.M, CLARK COUNTY, NEVADA, FURTHER DESCRIBED AS FOLLOWS:
 PARCEL TWO (2) AS SHOWN BY MAP THEREOF ON FILE IN FILE 54 OF PARCEL MAPS, PAGE 22 IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.
 SURVEYED DESCRIPTION
 LOCATED IN TRACT 37, TOWNSHIP 13 SOUTH, RANGE 71 EAST, MOUNT DIABLO BASE AND MERIDIAN, WITHIN THE CITY OF MESQUITE, CLARK COUNTY, NEVADA, PARCEL 2 AS RECORDED IN FILE 54, PAGE 22 OF PARCEL MAPS IN THE OFFICIAL RECORDS OF CLARK COUNTY, NEVADA, AND BEING MORE PARTICULARLY DESCRIBED AS:
 BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL 2 BEING ON THE EASTERLY LINE OF DESERT DRIVE (A 60.00 FOOT DEDICATED RIGHT-OF-WAY) THAT IS NORTH 88°33'18" EAST 27.00 FEET ALONG THE MONUMENT LINE AND SOUTH 01°10'52" EAST 49.50 FEET FROM THE MONUMENT IN THE INTERSECTION OF DESERT DRIVE AND FIRST NORTH STREET AS RECORDED IN FILE 162, PAGE 44 OF SURVEYS IN THE OFFICIAL RECORDS OF CLARK COUNTY, NEVADA AND RUNNING;
 THENCE NORTH 88°33'18" EAST 352.50 FEET ALONG THE SOUTHERLY LINE OF FIRST NORTH STREET (A 99.00 FOOT DEDICATED RIGHT-OF-WAY);
 THENCE SOUTH 01°10'52" EAST 398.25 FEET TO THE NORTHERLY LINE OF MESQUITE BOULEVARD (A 96.00 FOOT DEDICATED RIGHT-OF-WAY);
 THENCE SOUTH 88°37'52" WEST 352.50 FEET ALONG THE NORTHERLY LINE OF SAID MESQUITE BOULEVARD TO THE EASTERLY LINE OF SAID DESERT DRIVE;
 THENCE NORTH 01°10'52" WEST 397.78 FEET ALONG THE SAID EASTERLY LINE OF SAID DESERT DRIVE TO THE POINT OF BEGINNING.
 CONTAINS 3.22 ACRES, MORE OR LESS (AS-DESCRIBED).

EXCEPTIONS

- PARCEL 2, 001-16-203-001, 105 WEST MESQUITE BOULEVARD
- ITEM NO. 4
RESERVATIONS, EXCEPTIONS AND PROVISIONS CONTAINED IN THE PATENT FROM THE STATE OF NEVADA AND IN THE ACTS AUTHORIZING THE ISSUANCE THERE OF.
RECORDED: MARCH 13, 1991, BOOK 910313, INSTRUMENT No. 00401, OF OFFICIAL RECORDS.
RESERVING MINES OF GOLD, SILVER, COPPER, LEAD, CINNABAR AND OTHER VALUABLE MINERALS.
COVERS THE ENTIRE PARCEL.
- ITEM NO. 5
EASEMENTS FOR THE PURPOSES SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS GRANTED IN A DOCUMENT GRANTED TO: J. HARDY, PURPOSE: INGRESS AND EGRESS.
RECORDED: APRIL 09, 1984, BOOK 1860449, OF OFFICIAL RECORDS.
NO EVIDENCE FOUND THAT THIS EFFECTS PARCEL 2. EXACT LOCATION CAN NOT BE DETERMINED BY DOCUMENT.
- ITEM NO. 6
DEDICATIONS, EASEMENTS AND RIGHTS INCIDENTAL THERETO AS INDICATED OR DELINEATED ON THE MAP OF SAID TRACT/PLAT.
FILE 54 OF PARCEL MAPS, PAGE 22, OF OFFICIAL RECORDS
NO SPECIFIC EASEMENTS NOTED WITHIN THE BOUNDARY OF PARCEL 2
- ITEM NO. 7
EASEMENTS FOR THE PURPOSES SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT, GRANTED TO: RIO VIRGIN TELEPHONE COMPANY, PURPOSE: COMMUNICATION LINES,
RECORDED: MARCH 22, 1989, BOOK 890322, INSTRUMENT NUMBER 00565, OF OFFICIAL RECORDS.
AS SHOWN WITHIN PARCEL 2
- ITEM NO. 8
THE LAND DESCRIBED HEREIN IS INCLUDED WITHIN A PROJECT AREA OF THE REDEVELOPMENT AGENCY SHOWN BELOW, AND THAT PROCEEDINGS FOR THE REDEVELOPMENT OF SAID PROJECT HAVE BEEN INSTITUTED UNDER THE REDEVELOPMENT LAW (SUCH REDEVELOPMENT TO PROCEED ONLY AFTER THE ADOPTION OF THE REDEVELOPMENT PLAN) AS DISCLOSED BY A DOCUMENT. REDEVELOPMENT AGENCY: THE CITY OF MESQUITE URBAN AND INDUSTRIAL CORRIDORS FINAL REDEVELOPMENT PLAN.
RECORDED: NOVEMBER 06, 1995, BOOK 951106, INSTRUMENT NUMBER 00575, OF THE OFFICIAL RECORDS.
COVERS THE ENTIRE PARCEL.
- ITEM NO. 9
EASEMENTS AND RIGHTS INCIDENTAL THERETO AS SHOWN AND DISCLOSED BY SURVEY, ENTITLED: 162 OF SURVEYS, PAGE 44.
RECORDED: DECEMBER 29, 2006 IN BOOK 20061229, INSTRUMENT NO. 0006049 OF OFFICIAL RECORDS.



BULLOCH BROTHERS ENGINEERING INC. CIVIL ENGINEERS—LAND SURVEYORS—LAND PLANNERS www.bullochbrothers.com 750 WEST PIONEER BLVD. MESQUITE, NEVADA 89027 (702) 346-5100	
ALTA/ACSM LAND TITLE SURVEY 105 WEST MESQUITE BOULEVARD FOR LAS VEGAS-CLARK COUNTY LIBRARY DISTRICT PROJECT LOCATED IN MESQUITE, NEVADA	
PROJECT NO: 1705	SCALE: 1" = 30'
DATE: OCT 2015	DRAWN BY: VRC
SHEET NO: 2 OF 4	CHECKED BY: VRC
REVISIONS:	APPROVED BY:
NO. 1	DATE: 3/29/16
CORRECT LOCATION OF EASEMENT	VRC
ADD FIBER PULL BOX	VRC



Las Vegas-Clark County
LIBRARY DISTRICT
 www.lvccld.org



Pugsley Simpson Coulter
 ARCHITECTS



Technical Review Meeting Agenda Item 7.

Subject:

Consideration of Parcel Map Case No. PM-16-004 (Existing Library) to separate ownership of the existing library and city utilities and structures, located at 121 West First North Street in the Public Facilities (PF) Zone.

- Public Comment
- Discussion and Possible Action

Petitioner:

Richard Secrist, Director of Development Services

Staff Recommendation:

Approval of PM-16-004 (Existing Library) subject to staff recommendations.

Fiscal Impact:

None

Budgeted Item:

No

Background:

An ALTA Survey was recently completed for Parcel 1 and Parcel 2 of the Parcel Map for the Church of Jesus Christ of Latter Day Saints. These parcels have both been acquired from the Church by the City of Mesquite.



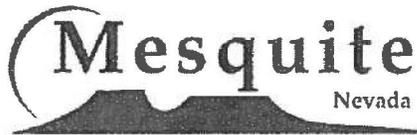
July 05, 2016

The proposed new Parcel Maps will incorporate all the structure and utility information from the new survey, and rename them: Parcel Map for City of Mesquite, Nevada.

The map for the site of the existing library is subdivided into Parcel 1, and Parcel 2. Parcel 1 is for the existing library building, and Parcel 2 is for the library park and parking lot.

Attachments:

Application & Plans



Parcel Map

Project Information

Project Name Parcel Map Existing Library Existing Zoning P.F.

Project Location 121 West First North Street Gross Acres 3.06

Assessor's Parcel Number(s) 001-16-202-017

Total Number of Lots 2 Density

Please explain the intent of this request Creation of Parcels to separate ownership of the existing library and city utilities and structures

Applicant Signature AB Date 6/9/16

Applicant Information

Property Owner(s) City of Mesquite

Mailing Address 10 E Mesquite Blvd, Mesquite NV 89027

Phone No 702-346-5295 Email Aaron Baker [abaker@mesquitenv.gov] Fax No

Applicant (if different than Owner) Same

Mailing Address

Phone No Email Fax No

Contact Person/Representative (if different than Owner) Aaron Baker

Mailing Address 10 E Mesquite Blvd, Mesquite NV 89027

Phone No 702-346-5295 Email Aaron Baker [abaker@mesquitenv.gov] Fax No

Office Use Only

Case No PM-16-004 Application Fee \$ 0

Date Received 6/9/16 Survey Fee \$

Received By R.S. Planner R.S.



Property Owner/Applicant Affidavit

Project Information

- | | |
|--|---|
| <input type="checkbox"/> Administrative Adjustment | <input type="checkbox"/> Development Agreement |
| <input type="checkbox"/> Temporary Commercial Permit | <input type="checkbox"/> Abandonment |
| <input type="checkbox"/> Development Code Amendment | <input type="checkbox"/> Tentative Map |
| <input type="checkbox"/> Annexation | <input type="checkbox"/> Extension of Time |
| <input type="checkbox"/> Variance | <input type="checkbox"/> Architectural / Site Plan Review |
| <input type="checkbox"/> Final Map | <input type="checkbox"/> Zoning / Master Plan Amendment |
| <input type="checkbox"/> Boundary Line Adjustment | <input checked="" type="checkbox"/> Parcel Map |
| <input type="checkbox"/> Zoning Verification | <input type="checkbox"/> Conditional Use Permit |
| <input type="checkbox"/> Street Name / Number Change | <input type="checkbox"/> Other _____ |

Project Location 121 West First North Street

Assessor's Parcel No(s) 001-16-202-017

Applicant Information

Property Owner(s) City of Mesquite

Mailing Address 10 E Mesquite Blvd, Mesquite NV 89027

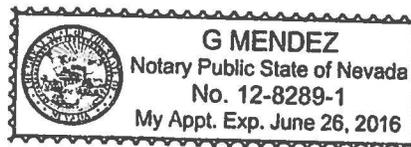
Applicant (if different than Owner) SAME

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 <i>Andy Barato</i>	Print Name <i>Andy Barato</i>

Notary Public	
SUBSCRIBED AND SWORN TO BEFORE ME THIS <u>9th</u> DAY OF <u>June</u>	
BY <u>ANDY BARATO</u>	AS THE OWNER/APPLICANT
NOTARY PUBLIC <i>G Mendez</i>	MY COMMISSION EXPIRES <u>6/26/16</u>



OWNER'S CERTIFICATE AND DEDICATION

I, ALLAN S. LITMAN, MAYOR OF THE CITY OF MESQUITE, NEVADA, DO HEREBY CERTIFY THAT BEING THE OWNER OF THE LAND SHOWN HEREIN, CONSENT TO THE PREPARATION AND RECORDATION OF THIS PARCEL MAP, AND HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED INTO LOTS, STREETS AND EASEMENTS AS SHOWN HEREIN AND DO HEREBY OFFER AND DEDICATE TO THE CITY OF MESQUITE AND ITS SUCCESSORS AND ASSIGNS ALL PUBLIC STREETS, EXCEPT PRIVATE STREETS, AS SHOWN HEREIN TO AND FOR THE USE OF THE PUBLIC. PERMANENT EASEMENTS, IF ANY, AS SHOWN OR NOTED HEREIN AND DESIGNATED AS PUBLIC UTILITY AND DRAINAGE EASEMENTS, (P.U.&D.E.) ARE FOR THE CONSTRUCTION AND MAINTENANCE OF SURFACE AND SUBTERRANEAN UTILITIES.

ALLAN S. LITMAN, MAYOR _____ DATE _____

ATTEST:

TARCY E. BECK, CITY CLERK _____ DATE _____

APPROVED AS TO FORM:

ROBERT SWEETIN, CITY ATTORNEY _____ DATE _____

ACKNOWLEDGMENT

STATE OF NEVADA }
COUNTY OF CLARK } s.s.

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON _____ BY ALLAN S. LITMAN, MAYOR, ROBERT SWEETIN, CITY ATTORNEY AND ATTESTED BY TARCY E. BECK, CITY CLERK.

NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____

EASEMENTS

ALL LOTS TO HAVE A 5.00 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT ALONG EACH SIDE (AS SHOWN HEREIN) AND REAR LOT LINES AND A 10.00 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT ALONG FRONT LOT LINES CONTIGUOUS TO PRIVATE DRIVES AND DEDICATED RIGHT-OF-WAY LINES. ALL COMMON ELEMENTS TO HAVE A 10.00 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT ALONG ALL LINES. (UNLESS OTHERWISE SPECIFIED).

DISCLAIMER

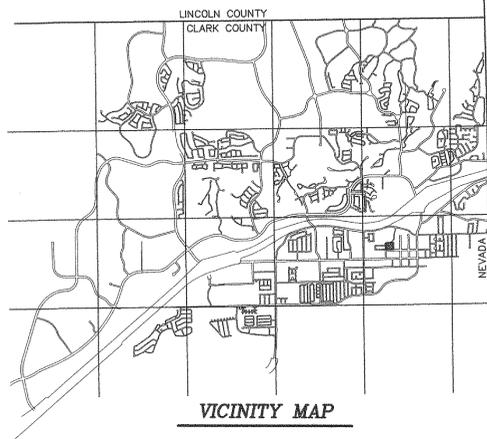
THE CITY OF MESQUITE HEREBY DISCLAIMS ANY RESPONSIBILITY AS TO THE ACTUAL FIELD POSITION OF PROPERTY LINES AND MONUMENTATION AS DEPICTED ON THIS DOCUMENT.

RECORDER'S NOTE

ANY SUBSEQUENT CHANGES TO THIS MAP SHOULD BE EXAMINED AND MAY BE DETERMINED BY REFERENCE TO THE COUNTY RECORDER'S CUMULATIVE MAP INDEX NRS 278.5695.

**PARCEL MAP
FOR
THE CITY OF MESQUITE, NAVADA**

LOCATED IN TRACT 37, TOWNSHIP 13 SOUTH, RANGE 71 EAST, MOUNT DIABLO BASE AND MERIDIAN CITY OF MESQUITE, CLARK COUNTY, NEVADA



VICINITY MAP

LEGAL DESCRIPTION

LOCATED IN TRACT 37, 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 1 AS RECORDED IN FILE 54, PAGE 22 OF PARCEL MASP IN THE OFFICIAL RECORDS OF CLARK COUNTY, NEVADA.

CONTAINS 3.06 ACRES, MORE OR LESS AS DESCRIBED, 2 PARCELS

BASIS OF BEARING

THE MONUMENT LINE OF WEST FIRST NORTH STREET FROM THE MONUMENT IN THE INTERSECTION OF DESERT DRIVE AND FIRST NORTH STREET, YUCCA STREET AND WEST FIRST NORTH STREET AS RECORDED IN FILE 162, PAGE 44 OF SURVEYS IN THE OFFICIAL RECORDS OF CLARK COUNTY, NEVADA. N88°33'18"E

REFERENCE DOCUMENTS

- 1- FILE 183, PAGE 47 OF SURVEYS
- 2- FILE 54, PAGE 22 OF PARCEL MAPS
- 3- FILE 77, PAGE 37 OF SURVEYS

VIRGIN VALLEY GEODETIC CONTROL

DESCRIPTION	BEARING	GRID DISTANCE	GROUND DISTANCE	NORTHING	EASTING
BERTINA				8,229,882.176	334,754.719
MON @ DESERT DR. & WEST FIRST NORTH	S 14°46'49" W	827.374 m	2714.663'	8,229,082.179	334,543.844
TRACT 37-AP7	S 85°01'11" E	1261.524 m	3991.487'	8,228,976.570	335,755.775

NEVADA COORDINATE SYSTEM, EAST ZONE, NAD-83 BASED ON SURVEY FILE 77, PAGE 37.

SURVEYOR'S CERTIFICATE

I, VICTOR R. CAMPBELL, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, CERTIFY THAT:

1. THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION AT THE INSTANCE OF THE CITY OF MESQUITE, NEVADA.
2. THE LANDS SURVEYED LIE WITHIN TRACT 37 TOWNSHIP 13 SOUTH, RANGE 71 EAST, MOUNT DIABLO BASE AND MERIDIAN, CITY OF MESQUITE, CLARK COUNTY, NEVADA AND THE SURVEY WAS COMPLETED ON XXXXXX, 2016.
3. THIS PLAT COMPLIES WITH THE APPLICABLE STATE STATUTES AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE GOVERNING BODY GAVE ITS FINAL APPROVAL.
4. THE MONUMENTS DEPICTED ON THE PLAT ARE OF THE CHARACTER SHOWN AND OCCUPY THE POSITIONS INDICATED AND ARE OF SUFFICIENT NUMBER AND DURABILITY.

VICTOR R. CAMPBELL
PROFESSIONAL LAND SURVEYOR
NEVADA LICENSE No. 11424
EXPIRATION DATE: DECEMBER 31, 2016

CITY ENGINEER'S CERTIFICATE

I, TRAVIS H. ANDERSON, P.E., CITY ENGINEER FOR THE CITY OF MESQUITE, NEVADA DO HEREBY CERTIFY: THAT ON THIS _____ DAY OF _____, 2016, I DID EXAMINE THIS PARCEL MAP FOR THE CITY OF MESQUITE, NEVADA, AND THAT THE PARCEL MAP AS SHOWN HEREIN IS TECHNICALLY CORRECT.

TRAVIS H. ANDERSON, P.E.
CITY ENGINEER
CITY OF MESQUITE
NEVADA LICENSE No. 16479
EXPIRATION DATE: DECEMBER 31, 2016

APPROVAL BY THE CITY OF MESQUITE

THIS IS TO CERTIFY THAT THE PLANNING DIRECTOR OF MESQUITE, NEVADA, ON THIS _____ DAY OF _____, 2016, DID APPROVE FOR PURPOSES OF LAND DIVISION AND ACCEPT ON BEHALF OF THE PUBLIC, THIS MAP AND ANY PARCELS OF LAND OFFERED FOR DEDICATION FOR PUBLIC USE IN CONFORMITY WITH TERMS OF THE OFFER OF DEDICATION PER NRS 278.010 THROUGH 278.630.

RICHARD SECRIST
PLANNING DIRECTOR

PARCEL MAP FOR THE CITY OF MESQUITE, NEVADA					NO. _____
LOCATED IN TRACT 37, TOWNSHIP 13 SOUTH, RANGE 71 EAST, MOUNT DIABLO BASE AND MERIDIAN CITY OF MESQUITE, CLARK COUNTY, NEVADA					FILED AT THE REQUEST OF BULLOCH BROTHERS ENGINEERING
					DATE: _____ AT: _____
					FILE: _____ PAGE: _____
BULLOCH BROTHERS ENGINEERING, INC. CIVIL ENGINEERS-LAND SURVEYORS- LAND PLANNERS					'OF PARCEL MAPS' OFFICIAL RECORDS BOOK
750 WEST PIONEER BOULEVARD MESQUITE, NV 89027 (702)346-5100					CLARK COUNTY, NEVADA RECORDS DEBBIE CONWAY, RECORDER
DRWN: VRC	FILE NAME: 1705PMIN	DATE: JANUARY 2016	JOB No. 1705	SHEET 1 OF 2	FEE \$: _____ DEPUTY: _____
CHKD: VRC		SCALE: NO SCALE			

FILE _____, PAGE _____



Technical Review Meeting Agenda Item 8.

Subject:

Consideration of Parcel Map Case No. PM-16-005 (Future Library) to separate ownership of the future library and city utilities and structures, located at 105 West Mesquite Boulevard in the Central Business District (CR-3) Commercial Zone

- Public Comment
- Discussion and Possible Action

Petitioner:

Richard Secrist, Director of Development Services

Staff Recommendation:

Approval of PM-16-005 (Future Library) subject to staff recommendations.

Fiscal Impact:

None

Budgeted Item:

No

Background:

An ALTA Survey was recently completed for Parcel 1 and Parcel 2 of the Parcel Map for the Church of Jesus Christ of Latter Day Saints. These parcels have both been acquired from the Church by the City of Mesquite.



July 05, 2016

The proposed new Parcel Maps will incorporate all the structure and utility information from the new survey, and rename them: Parcel Map for City of Mesquite, Nevada.

The map for the site of the new library is subdivided into Parcel 1, Parcel 2, and Parcel 3. Parcel 1 is for the new library, Parcel 2 is the Town Wash Drainage Channel, and Parcel 3 is the City-Owned remainder lot.

Attachments:

Application & Plans



Parcel Map

Project Information

Project Name Parcel Map Future Library Existing Zoning CR-3
Project Location 105 West Mesquite Boulevard Gross Acres 3.22
Assessor's Parcel Number(s) 001-16-203-001
Total Number of Lots 3 Density
Please explain the intent of this request Creation of Parcels for future library, create separate ownership for the future library and city utilities and structures

Applicant Signature [Signature] Date 6/9/10

Applicant Information

Property Owner(s) City of Mesquite
Mailing Address 10 E Mesquite Blvd, Mesquite NV 89027
Phone No 702-346-5295 Email Aaron Baker [abaker@mesquitenv.gov] Fax No

Applicant (if different than Owner) Same
Mailing Address
Phone No Email Fax No

Contact Person/Representative (if different than Owner) Aaron Baker
Mailing Address 10 E Mesquite Blvd, Mesquite NV 89027
Phone No 702-346-5295 Email Aaron Baker [abaker@mesquitenv.gov] Fax No

Office Use Only

Case No PM-16-005 Application Fee \$ 0
Date Received 6/9/10 Survey Fee \$
Received By R.S. Planner R.S.



Property Owner/Applicant Affidavit

Project Information

- | | |
|--|---|
| <input type="checkbox"/> Administrative Adjustment | <input type="checkbox"/> Development Agreement |
| <input type="checkbox"/> Temporary Commercial Permit | <input type="checkbox"/> Abandonment |
| <input type="checkbox"/> Development Code Amendment | <input type="checkbox"/> Tentative Map |
| <input type="checkbox"/> Annexation | <input type="checkbox"/> Extension of Time |
| <input type="checkbox"/> Variance | <input type="checkbox"/> Architectural / Site Plan Review |
| <input type="checkbox"/> Final Map | <input type="checkbox"/> Zoning / Master Plan Amendment |
| <input type="checkbox"/> Boundary Line Adjustment | <input checked="" type="checkbox"/> Parcel Map |
| <input type="checkbox"/> Zoning Verification | <input type="checkbox"/> Conditional Use Permit |
| <input type="checkbox"/> Street Name / Number Change | <input type="checkbox"/> Other _____ |

Project Location 105 West Mesquite Boulevard

Assessor's Parcel No(s) 001-16-203-001

Applicant Information

Property Owner(s) City of Mesquite

Mailing Address 10 E Mesquite Blvd, Mesquite NV 89027

Applicant (if different than Owner) SAME

Mailing Address

OWNER'S CERTIFICATE AND DEDICATION

I, ALLAN S. UTMAN, MAYOR OF THE CITY OF MESQUITE, NEVADA, DO HEREBY CERTIFY THAT BEING THE OWNER OF THE LAND SHOWN HEREON, CONSENT TO THE PREPARATION AND RECORDATION OF THIS PARCEL MAP, AND HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED INTO LOTS, STREETS AND EASEMENTS AS SHOWN HEREIN AND DO HEREBY OFFER AND DEDICATE TO THE CITY OF MESQUITE AND ITS SUCCESSORS AND ASSIGNS ALL PUBLIC STREETS, EXCEPT PRIVATE STREETS, AS SHOWN HEREON TO AND FOR THE USE OF THE PUBLIC, PERMANENT EASEMENTS, IF ANY, AS SHOWN OR NOTED HEREIN AND DESIGNATED AS PUBLIC UTILITY AND DRAINAGE EASEMENTS, (P.U.&D.E.) ARE FOR THE CONSTRUCTION AND MAINTENANCE OF SURFACE AND SUBTERRANEAN UTILITIES.

ALLAN S. UTMAN, MAYOR _____ DATE _____
 ATTEST:

TARCY E. BECH, CITY CLERK _____ DATE _____
 APPROVED AS TO FORM.

ROBERT SWEETH, CITY ATTORNEY _____ DATE _____

ACKNOWLEDGMENT

STATE OF NEVADA }
 COUNTY OF CLARK } ss.

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON _____ BY ALLAN S. UTMAN, MAYOR, ROBERT SWEETH, CITY ATTORNEY AND ATTESTED BY TARCY E. BECH, CITY CLERK.

NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____

EASEMENTS

ALL LOTS TO HAVE A 5.00 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT ALONG EACH SIDE (AS SHOWN HEREON) AND NEAR LOT LINES AND A 10.00 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT ALONG FRONT LOT LINES CONGRUOUS TO PRIVATE DRIVES AND DEDICATED RIGHT-OF-WAY LINES. ALL COMMON ELEMENTS TO HAVE A 10.00 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT ALONG ALL LINES. (UNLESS OTHERWISE SPECIFIED).

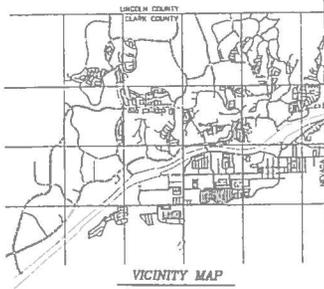
DISCLAIMER

THE CITY OF MESQUITE HEREBY DISCLAIMS ANY RESPONSIBILITY AS TO THE ACTUAL FIELD POSITION OF PROPERTY LINES AND MONUMENTATION AS DEPICTED ON THIS DOCUMENT.

RECORDER'S NOTE

ANY SUBSEQUENT CHANGES TO THIS MAP SHOULD BE EXAMINED AND MAY BE DETERMINED BY REFERENCE TO THE COUNTY RECORDER'S COMPLIANCE MAP INDEX MNS 278 5695.

PARCEL MAP FOR THE CITY OF MESQUITE, NEVADA
 LOCATED IN TRACT 37, TOWNSHIP 13 SOUTH, RANGE 71 EAST, MOUNT Diablo BASE AND MERIDIAN CITY OF MESQUITE, CLARK COUNTY, NEVADA



LEGAL DESCRIPTION

LOCATED IN TRACT 37, 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 54, PAGE 22 OF PARCEL MAPS IN THE OFFICIAL RECORDS OF CLARK COUNTY, NEVADA.
 CONTAINS 3.22 ACRES, MORE OR LESS AS DESCRIBED, 3 PARCELS

BASIS OF BEARING

THE MONUMENT LINE OF WEST FIRST NORTH STREET FROM THE MONUMENT IN THE INTERSECTION OF DESERT DRIVE AND FIRST NORTH STREET, YUGSA STREET AND WEST FIRST NORTH STREET AS RECORDED IN FILE 162, PAGE 44 OF SURVEYS IN THE OFFICIAL RECORDS OF CLARK COUNTY, NEVADA, N&R'03'187.

REFERENCE DOCUMENTS

- 1- FILE 163, PAGE 42 OF SURVEYS
- 2- FILE 54, PAGE 22 OF PARCEL MAPS
- 3- FILE 77, PAGE 37 OF SURVEYS

VIRGIN VALLEY GEODETIC CONTROL

DESCRIPTION	BEARING	GRID DISTANCE	GRID POINT	NORTHING	EASTING
BEZINA	S 16°48'59" W	827.374 m	2714 683	8275.082176	334,754.719
MON @ DESERT DR @ WEST FIRST NORTH	S 05°01'11" E	1781.524 m	3991 487	8275.082178	334,543.044
TRACT 37-MP2				8228.926520	335,755.773

NEVADA COORDINATE SYSTEM, EAST ZONE, NAD-83 BASED ON SURVEY FILE 77, PAGE 37.

SURVEYOR'S CERTIFICATE

I, VICTOR R. CAMPBELL, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, CERTIFY THAT:

1. THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION AT THE INSTANCES OF THE CITY OF MESQUITE, NEVADA.
2. THE LANDS SURVEYED LIE WITHIN TRACT 37 TOWNSHIP 13 SOUTH, RANGE 71 EAST, MOUNT Diablo BASE AND MERIDIAN, CITY OF MESQUITE, CLARK COUNTY, NEVADA AND THE SURVEY WAS COMPLETED ON XXXXXX, 2016.
3. THIS PLAT COMPLIES WITH THE APPLICABLE STATE STATUTES AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE GOVERNING BODY GAVE ITS FINAL APPROVAL.
4. THE MONUMENTS DEPICTED ON THE PLAT ARE OF THE CHARACTER SHOWN AND OCCUPY THE POSITIONS INDICATED AND ARE OF SUFFICIENT NUMBER AND DURABILITY.

VICTOR R. CAMPBELL
 PROFESSIONAL LAND SURVEYOR
 NEVADA LICENSE No. 11424
 EXPIRATION DATE: DECEMBER 31, 2016

CITY ENGINEER'S CERTIFICATE

I, TRAVIS H. ANDERSON, P.E., CITY ENGINEER FOR THE CITY OF MESQUITE, NEVADA DO HEREBY CERTIFY THAT ON THIS _____ DAY OF _____, 2016, I DID EXAMINE THIS PARCEL MAP FOR THE CITY OF MESQUITE, NEVADA, AND THAT THE PARCEL MAP AS SHOWN HEREON IS TECHNICALLY CORRECT.

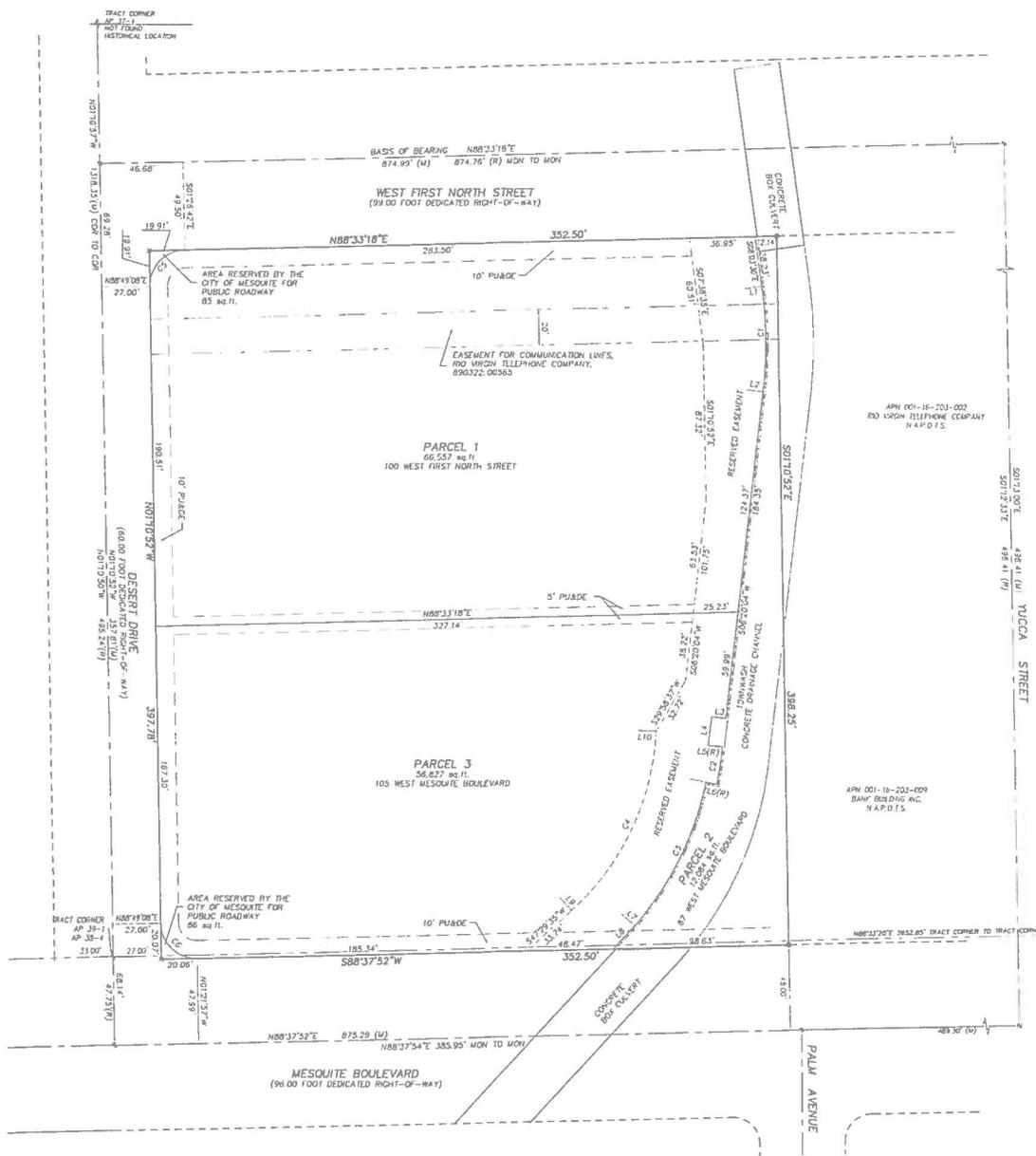
TRAVIS H. ANDERSON, P.E.
 CITY ENGINEER
 CITY OF MESQUITE
 NEVADA LICENSE No. 18478
 EXPIRATION DATE: DECEMBER 31, 2016

APPROVAL BY THE CITY OF MESQUITE

THIS IS TO CERTIFY THAT THE PLANNING DIRECTOR OF MESQUITE, NEVADA, ON THIS _____ DAY OF _____, 2016, DID APPROVE FOR PURPOSES OF LAND DIVISION AND ACCEPT ON BEHALF OF THE PUBLIC, THIS MAP AND ANY PARCELS OF LAND OFFERED FOR DEDICATION FOR PUBLIC USE IN CONFORMITY WITH TERMS OF THE OFFER OF DEDICATION PER MNS 278 610 THROUGH 278 633.

RICHAUD SEIDST
 PLANNING DIRECTOR

<p>PARCEL MAP FOR THE CITY OF MESQUITE, NEVADA LOCATED IN TRACT 37, TOWNSHIP 13 SOUTH, RANGE 71 EAST, MOUNT Diablo BASE AND MERIDIAN CITY OF MESQUITE, CLARK COUNTY, NEVADA</p>		MFL FILED AT THE REQUEST OF BULLDOCH BROTHERS ENGINEERING DATE: _____ AT: _____ FILE: _____ PAGE: _____ "B" PARCEL MAPS OFFICIAL RECORDS BOOK CLARK COUNTY, NEVADA RECORDS BEHAVE COUNTY, RECORDS FILE # _____ DEPUTY: _____
	BULLDOCH BROTHERS ENGINEERING, INC. CIVIL ENGINEERS-LAND SURVEYORS- LAND PLANNERS 750 WEST PIONEER BOULEVARD MESQUITE, NV 89027 (702)548-2100	SHEET 1 OF 2 DATE: JANUARY 2016 JOB No. 1750 FILE NAME: STOPS DRAWING SCALE: AS SHOWN



EASEMENT NOTE
 EASEMENT RESERVED BY THE CITY OF MESQUITE FOR UTILITIES, ACCESS, MAINTENANCE AND NEW CONSTRUCTION AS REQUIRED BY PUBLIC WORKS.

CURVE TABLE

NO.	RAIUS	LENGTH	TANGENT	DELTA
C1	238.71	62.07	42.85	118°25'14"
C2	181.77	27.30	18.85	08°58'52"
C3	177.47	88.98	46.50	29°21'50"
C4	147.93	114.28	69.95	44°25'29"
C5	201.00	31.39	19.91	03°44'10"
C6	117.00	11.48	70.08	00°11'05"

LINE TABLE

NO.	BEARING	DISTANCE
L1	S01°15'30"W	TRAIL
L2	S83°35'50"E	TRAIL
L3	N83°20'44"W	8.00'
L4	S45°27'52"W	15.11'
L5	S85°12'12"E	18.00'
L6	N78°03'55"W	8.75'
L7	N45°27'05"W	TRAIL
L8	N42°15'11"E	17.91'
L9	S42°30'24"E	TRAIL
L10	N72°22'42"W	TRAIL

- LEGEND**
- SURVEY BOUNDARY
 - EASEMENT LINE
 - TRACT LINE
 - ADJACENT LOT LINE
 - STREET CENTERLINE
 - SET REBAR & CAP PLS 11424
 - FOUND BAR & CAP PLS 11424
 - FOUND NAIL & WASHER PLS 11424
 - FOUND ALUM CENTERLINE STREET WORKMENT
 - STAMPED PLS 11424
 - FOUND BRASS CAP AT TRACT CORNER
 - STAMPED PLS 2943
 - ASSESSOR'S PARCEL NUMBER
 - MEASURED
 - RECORDED
 - NOT A PART OF THIS SURVEY
 - WORKMENT TO WORKMENT



PARCEL MAP FOR THE CITY OF MESQUITE, NEVADA
 LOCATED IN SECTION 37, TOWNSHIP 13 SOUTH, RANGE 71 EAST, MOUNT Diablo BASE AND MERIDIAN
 CITY OF MESQUITE, CLARK COUNTY, NEVADA

BB
 INGLETON ENGINEERING INC.
 CIVIL ENGINEERS—LAND SURVEYORS—LAND PLANNERS
 150 WEST PREMIER BOULEVARD
 MESQUITE, NV 89027 (702)346-5100

DRWN. BY	FILE NAME	DATE	JOB NO.	SHEET
CHD. BY	1/20/2012	JANUARY 2012	1700	2 OF 2

SCALE: 1" = 30'

BOOK PAGE



Technical Review Meeting

Agenda Item 9.

Subject:

Consideration of approval and adoption of Resolution Number 901 between the Las Vegas-Clark County Library District and the City of Mesquite adopting an Interlocal Agreement and other matters properly related thereto.

- Public Comment
- Discussion and Possible Action

Petitioner:

Aaron Baker, City Liaison Officer

Staff Recommendation:

Approve and adopt Resolution No. 901

Fiscal Impact:

The Library District is bearing the construction and maintenance costs associated with the new library.

The existing library, maintained by the Library District, and the library park, maintained by the City, are currently on the same irrigation system. Both city and library district staff feel that separating the two systems is the best solution. It is proposed that the Library District pay for the work to separate the two systems. As part of that, there will need to be a new water meter installed for the library park. It is proposed that the City install a new water meter be used to water both the trail and the library park; thus saving the City money.

Budgeted Item:

Yes

Background:

As part of the proposed library project moving forward, there are a number of housekeeping items that need to be clarified and formally agreed upon. The attached Interlocal Agreement addresses the issues involving landscaping, trails, water costs, parking, ingress and egress, parking lot maintenance, parking lot lights and other existing agreements.

Attachments:

- Resolution 901
- Interlocal Agreement



RESOLUTION NUMBER 841

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE (CITY) APPROVING THE CITY'S PARTICIPATION IN AN INTERLOCAL AGREEMENT BETWEEN THE CITY AND SOUTHERN NEVADA HEALTH DISTRICT (SNHD) TO ALLOW SNHD TO LEASE BUILDING SPACE FROM THE CITY.

WHEREAS, Nevada Revised Statutes Chapter 277.180 provides that two or more public agencies may enter into an interlocal agreement for the performance of any governmental service, activity or undertaking which any of said agencies is authorized by law to perform; and

WHEREAS, Nevada Revised Statutes Chapter 277.045(2) requires that interlocal agreements be adopted by formal resolution or ordinance; and

WHEREAS, SNHD and the City (the Parties) have mutual interests in preserving the health of Mesquite residents; and

WHEREAS, the City owns a 19,000-square-foot building located at 830 Hafen Lane, Mesquite, NV; and

WHEREAS, SNHD, MMC and the City are parties to that certain Second Amendment attached hereto as Exhibit B which sets forth their respective rights, obligations and duties; and

WHEREAS, as part of the Second Agreement, the City approved SNHD subletting approximately 2,000 square feet of space from MMC of Nevada, LLC (MMC), at 830 Hafen Lane, Mesquite, NV; and

WHEREAS, the existing lease between the SNHD, the City and MMC expires August 31, 2014; and

WHEREAS, the Parties desire to continue their relationship; and

WHEREAS, SNHD desires to lease directly from the City, rather than sublease from MMC; and

WHEREAS, the parties have drafted an interlocal agreement that more fully clarifies each party's respective responsibilities.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Mayor and City Council of the City of Mesquite that the Interlocal between the City and SNHD is approved and adopted.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Mesquite, Nevada on the 9th of September, 2014.

The City of Mesquite:

By: _____
Allan Litman, Mayor

Attest:

By: _____
Cherry Lawson, City Clerk

Approved as to form:

By: _____
Cheryl Truman Hunt, City Attorney

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is hereby made by and between The City of Mesquite, a municipal corporation (“City”), and Las Vegas-Clark County Library District, a political subdivision of the State of Nevada, (“District”), collectively referred to as “the Parties”. This Agreement is legally effective when signed and dated by the Parties below (“Effective Date”).

RECITALS

WHEREAS, Nevada Revised Statutes Chapter 277.180 provides that two or more public agencies may enter into an interlocal agreement for the performance of any governmental service, activity or undertaking which any of said agencies is authorized by law to perform; and

WHEREAS, Nevada Revised Statutes Chapter 277.045(2) requires that interlocal agreements be adopted by formal resolution or ordinance; and

WHEREAS, the City and the District entered into an Amended Lease Agreement on August 22, 1996 (“Lease Agreement”) and a copy of the Lease Agreement is included in this Interlocal Agreement as Exhibit A; and

WHEREAS, the Redevelopment Agency of the City of Mesquite (“RDA”) and the District entered into an Agreement on August 18, 2015 for the transfer of real property and the development of a new library and other related matters. A copy of the RDA Agreement is including in this Interlocal Agreement as Exhibit B; and

WHEREAS, in the RDA Agreement, Section 3(a) contemplates the Parties entering into a “Maintenance Agreement”; and

WHEREAS, the Parties now desire to more fully define their respective rights and obligations with respect to the Maintenance Agreement.

NOW, THEREFORE, in consideration of the above recitals, for the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed:

AGREEMENT

1. LANDSCAPING

- a. The District hereby agrees to maintain all the landscaping on District-owned property.
- b. The City hereby agrees to maintain all the landscaping on City-owned property.
- c. The Parties hereby agree to pay all costs associated with the proper maintenance of their own landscaping.

2. TRAIL

- a. Any public trails located on District property shall be located in an easement in favor of the City.
- b. The City agrees to maintain the surface material, markings and signage of any public trail that traverses the District's property.
- c. The District agrees to provide the day-to-day maintenance of any public trail that traverses the District's property.

3. WATER METERS

- a. The City agrees to transfer ownership of the existing 3/4" and 1" water meters (Meter ID Number: 552.1 and 4511.1) at 121 West First North ("Existing Library") to the District.
- b. As part of the transfer of water meters, the District agrees to pay for the work necessary to separate the landscaping watering system between the Existing Library and the Library Park, including the installation of new meter at the Library Park. The property line separating the parcels is depicted on proposed parcel map and is included in this Interlocal Agreement as Exhibit C.
- c. The City shall provide the new meter for installation at the Library Park, including the payment of necessary fees and charges from Virgin Valley Water District to provide the new meter.

4. EXISTING LIBRARY PARKING LOT

- a. The District agrees to allow the City to utilize the Existing Library parking lot for ingress, egress and parking for the Library Park.
- b. The District shall solely be responsible to maintain the parking lot and the associated improvements located on District property.
- c. There are two District owned parking lot lights that are located on City property on the north side of the Existing Library parking lot that are on the same electrical circuit as the other parking lot lights that are located on the District's property. The City shall grant access to the District to maintain these two lights.

5. EXISTING AGREEMENTS

- a. Upon the acquisition of the Existing Library site by the District, the Parties agree that the Lease Agreement shall be terminated.
- b. The RDA Agreement shall be governed by the terms and conditions of that agreement and shall terminate as set forth in the RDA Agreement.

6. DISPUTE RESOLUTION

- a. The Parties agree to work together to amicably resolve any disputes that may arise out of the implementation of this Interlocal Agreement.

- b. This section does not limit either Party's ability to seek other means of dispute resolution.

7. MISCELLANEOUS TERMS

- a. Assignment. This Agreement may only be assigned with the prior written approval of the other Party.
- b. Cooperation. The Parties agree to cooperate and execute such documents and instruments as reasonably necessary to accomplish this transaction.
- c. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- d. Waivers. No waiver of any breach of any covenant or provision contained herein will be deemed a waiver of any proceeding or succeeding breach thereof or of any other covenant or provision contained herein. No extension of time for performance of any obligation or act will be deemed an extension of the time for performance of any other obligation or act.
- e. Successors and Assigns. This Agreement is binding upon and inures to the benefit of the permitted successors and assigns of the Parties hereto.
- f. Professional Fees. In the event of the bringing of any action, arbitration, mediation or suit by a Party hereto against another Party hereunder by reason of any breach of any of the covenants, agreements or provisions on the part of the other Party arising out of this Agreement, then in that event the prevailing Party will be entitled to have the recovery of and from the other Party all costs and expenses of the action, arbitration, mediation or suit, reasonable attorneys' fees, witness fees and any other professional fees resulting therefrom.
- g. Entire Agreement. This Agreement (including all Exhibits attached hereto) constitutes the entire contract between the Parties hereto with respect to the subject matter hereof and may not be modified except by an instrument in writing signed by the Party to be charged.
- h. Time of Essence. The Parties hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof.
- i. Construction. This Agreement has been prepared by City and its professional advisors and reviewed and revised by the District and its professional advisors. City and District and their respective advisors believe that this Agreement is the product of all of their efforts, that it expresses their agreement and that it would not be interpreted in favor or against either City or District. The Parties further agree that this Agreement will be construed according to its fair meaning and neither for nor against either Party hereto.

courier, or (iii) three (3) business days after having been deposited in the United States mail in accordance with the foregoing.

City of Mesquite, Nevada:

**Las Vegas-Clark County
Library District:**

By: _____
Allan Litman, Mayor

By: _____
Dr. Ronald R. Heezen, Executive Director

Dated: _____

Dated: _____

ATTEST:

ATTEST:

By: _____
Tracy Beck, City Clerk

By: _____
Allison P. Boyer, Executive Assistant

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Robert Sweetin, City Attorney

By: _____
Gerald M. Welt, Counsel for Las Vegas-
Clark County Library District

EXHIBIT A

LEASE AGREEMENT

AMENDED
LEASE AGREEMENT

THIS LEASE AGREEMENT was made and entered into this 14th day of November, 1989 by and between the CITY OF MESQUITE, a municipal corporation of State of Nevada (hereinafter referred to as the "City"), and the LAS VEGAS - CLARK COUNTY LIBRARY DISTRICT, a political subdivision of the State of Nevada (hereinafter referred to as the "District"). It is hereby amended this 22nd day of August, 1996.

WITNESSETH:

WHEREAS, the City is the owner of certain real property situate within its corporate boundaries, more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Premises" herein) and commonly known and referred to as the Mesquite City Library Site; and

WHEREAS, the District desires to establish a branch library for the use of the public in the Mesquite area; and

WHEREAS, the City deems it to be in its best interests to promote and foster the District's intent to establish a branch library in the Mesquite area for the enjoyment and the education of the public; and

WHEREAS, the parties hereto have determined that the Premises are the ideal site for said proposed library; and

WHEREAS, the parties hereto have further determined the balance of the Premises, unused by the District is an ideal site for a Neighborhood Park, as conceptualized by plan shown on Exhibit "B" attached hereto and by this reference made a part hereof and commonly known as Library Park;

NOW, THEREFORE, in consideration of the premises, it is agreed by and between the parties hereto as follows:

I
DEMISE OF PREMISES

A. The City hereby leases the Premises to the District and the District hereby leases the same from the City. The District has utilized the Premises for the purpose of establishing thereon a facility which consists of approximately 2,700 square feet to house a library, with possible phased future expansion to approximately 12,500 square feet.

B. The District has provided to the front of and/or adjacent to the Mesquite City Library which it has built, a paved free public parking area with spaces for 16 vehicles which is reasonably necessary to accommodate the automobiles of the staffs and patrons of the proposed library and all others who may reasonably be anticipated to be attracted to the Premises by reason of the proposed facility's being situate thereon. The City, members of its staff and the patrons of said library shall have unrestricted access to, the right to park their automobiles free of charge in, such parking area at all times.

C. The City, in conjunction with development of the neighborhood park will construct parking lots providing an additional 34 parking spaces, for a total of 50 parking spaces which shall have the same access rights as the original 16 spaces. Said 50 spaces are sufficient spaces under the City's present zoning code for a library (office building) of 12,500 square feet.

III DURATION

The term of this Lease Agreement shall be fifty (50) years, commencing upon the execution hereof and extending to and including the 13th day of November, 2039, whereupon all rights and interests enjoyed by the District pursuant to the terms hereof shall also cease, except as it otherwise provided in Paragraph IV hereof.

IV OPTION TO RENEW

It is understood and agreed that at the end of said fifty (50) year term, the District shall have the option to renew this Lease Agreement upon the same terms and conditions as set forth herein for an additional period of forty-nine (49) years from the date of expiration of said term; provided, however, that the District shall give the City written notice of its intention to exercise said option at least thirty (30) days prior to the expiration of said term.

V MAINTENANCE AND REPAIRS

A. The District shall, at all times during the existence of this Lease Agreement and at its own cost and expense, repair and maintain, in a good, safe and substantial condition, the improvements which the District constructs on or in the Premises.

B. Upon completion of the neighborhood park improvements the City hereby agrees at its own cost and expense to, repair and maintain all park facilities and further to repair and maintain all landscaping adjacent to the library and on the same site as the park.

VI INDEMNIFICATION

A. The District agrees to indemnify and save the City, its officers, agents and employees, harmless from and against any and all liability, loss, damage, cost, claims, liens, judgments or demands of any kind whatsoever which it or they may incur, suffer or be required to pay by reason of death, disease or bodily injury which results to any person, or of injury or damage to or destruction or loss of any property, which may arise as a result of the City's execution of this Lease Agreement, the construction or existence of the improvements which the District constructs upon the Premises, or the use or occupancy of the Premises or of said improvements by the District or by its officers, agents employees, contractors or invitees.

B. The City agrees to indemnify and save the District, its officers, agents and employees, harmless from and against any and all liability, loss, damage, cost, claims, liens, judgments or demands of any kind whatsoever which it or they may incur, suffer or be required to pay by reason of death, disease or bodily injury which results to any person, or of injury or damage to or destruction or loss of any property, which may arise as a result of the District's execution of this Lease Agreement, the construction or existence of the improvements which the City constructs upon the Premises, or the use or occupancy of the Premises or of said improvements by the City or by its officers, agents, employees, contractors or invitees.

VII INSURANCE

Prior to its occupancy of the Premises, the District shall at its sole cost and expense, obtain and thereafter, at all times during which this Lease Agreements is in for and effect, maintain bodily injury liability insurance covering the Premises and any and all improvements thereon in the amount of One Hundred Thousand and No/100th Dollars (\$100,000.00), for the injury or death of any one person, and Three Hundred Thousand and No/100ths (\$300,000.00), for injuries to or the deaths of any number of persons in one occurrence, and property damage liability insurance in the amount of Fifty Thousand and No/100ths Dollars (\$50,000.00).

Within five (5) days after the District serves the notice which is provided for in Paragraph XII hereof that it intends to occupy the Premises, and as a condition to this Lease Agreement's continuing in force and effect, the district shall submit to the City a certificate of insurance which evidences the above-required coverages and names the City as an additional insured party. The policies with respect to such insurance coverages shall be so endorsed as to create the same liability on the part of the insurer as though separate policies have been written for the City and the District. The insurance coverages shall be with an insurance carrier which is licensed to do business within the State of Nevada and which is acceptable to the City.

All policies of insurance, or certificates of insurance which evidence the insurance

coverages required hereby, shall contain a provision that the same shall not be canceled or modified in any material effect unless and until ninety (90) days written notice of such cancellation or modification has been provided to the City.

VIII IMPROVEMENTS

A. The District has designed, constructed and erected at its sole cost and expense, on the leased Premises, a branch library building and a parking lot which conformed to all building codes in effect within the corporate boundaries of the City at the time of construction. The District will landscape the remaining leased Premises, however upon completion of construction of the neighborhood park by the City, this obligation will be null and void.

B. The District agrees to apply for all required City permits relative to all construction and development of its future addition/expansion and the City agrees to waive the required fees for such permits. The District agrees to submit all proposed designs, engineering plans and architectural drawings for the construction of the building expansion, the parking facilities and landscaping to the City's Building Department for City review and approval prior to commencement of any excavation or construction of the proposed improvements. It is understood that approval of the plans by the City's Building Official is an additional prerequisite to commencement of construction.

C. The District agrees that it shall pay all necessary expenses for utility services including sewer, water, gas and electric power and trash removal which are attendant on the operations of the library facility.

D. The City agrees that it shall submit all designs, engineering plans and architectural drawings for the construction of the neighborhood park to the District for review and comment and approval as to compatibility with library facilities prior to commencement of construction of the proposed improvements. Such review and approval shall not unreasonably be withheld. It is specifically noted that the City does not plan to construct restrooms in conjunction with neighborhood parks.

E. Both the City and the District hereby acknowledge that portions of the contemplated neighborhood park and landscape improvements may require removal and/or relocation at the time of the library expansion. The City does not intend to construct any permanent structure in the area immediately surrounding the existing library which would in any material way interfere with the planned library expansion.

XII
COMMENCEMENT OF RIGHT TO OCCUPY

The District may occupy the Premises, for the purpose of commencing the construction of the improvements which are provided for in Paragraph VIII above and for all other purposes, on the date which is stated in a written notice served upon the City at least ten (10) days prior to the intended date of occupancy.

IN WITNESS WHEREOF, the parties hereto have caused this Amended Lease Agreement to be executed by their duly authorized representatives the day and year first above written.

CITY OF MESQUITE

BY *Ken Carter*
KEN CARTER, MAYOR

ATTEST;

Carol Woods
CAROL WOODS, CITY CLERK

LAS VEGAS - CLARK COUNTY
LIBRARY DISTRICT

BY *[Signature]*
CHAIRMAN

ATTEST:

Maria Denis
SECRETARY

Approved by City Council July 23, 1996
and by Library District Board August 22, 1996

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 14th -
day of ~~October~~ ^{November}, 1989, by and between the CITY OF MESQUITE, a
municipal corporation of the State of Nevada (hereinafter
referred to as the "City"), and the LAS VEGAS - CLARK COUNTY
LIBRARY DISTRICT, a political subdivision of the State of Nevada
(hereinafter referred to as the "District").

WITNESSETH:

WHEREAS, the City is the owner of certain real property
situate within its corporate boundaries, more particularly
described in Exhibit "A" attached hereto and by this reference
made a part hereof (the "Premises" herein) and commonly known
and referred to as the Mesquite City Library Site; and

WHEREAS, the District desires to establish a branch library
for the use of the public in the Mesquite area; and

WHEREAS, the City deems it to be in its best interests to
promote and foster the District's intent to establish a branch
library in the Mesquite area for the enjoyment and the education
of the public; and

WHEREAS, the parties hereto have determined that the Premises
are the ideal site for said proposed library;

NOW, THEREFORE, in consideration of the premises, it is
agreed by and between the parties hereto as follows:

I

DEMISE OF PREMISES

A. The City hereby leases the Premises to the District,
and the District hereby leases the same from the City. The
District shall use the Premises for the purpose of establishing
thereon a facility which will consist of approximately 2,700
square feet to house a branch library.

B. The District shall provide, to the front of and/or
adjacent to the Mesquite City Library which it shall build, a
paved free public parking area with spaces for at least 16
vehicles which is reasonably necessary to accommodate the
automobiles of the staffs and patrons of the proposed library
and all others who may reasonably be anticipated to be attracted
to the Premises by reason of the proposed facility's being
situate thereon. The City, members of its staff and the patrons
of said library shall have unrestricted access to, the right to

park their automobiles free of charge in, such parking area at all times.

II CONSIDERATION

The District agrees to pay the City, as rental for the Premises, the sum of ONE AND NO/100THS DOLLARS (\$1.00) per year in advance, due and payable upon the Execution hereof and on each anniversary of such execution thereafter until this Lease Agreement is terminated.

III DURATION

The term of this Lease Agreement shall be fifty (50) years, commencing upon the execution hereof and extending to and including the 13th day of ~~October~~ ^{November}, 2039, whereupon all rights and interests enjoyed by the District pursuant to the terms hereof shall also cease, except as it otherwise provided in Paragraph IV hereof.

IV OPTION TO RENEW

It is understood and agreed that at the end of said fifty (50) year term, the District shall have the option to renew this Lease Agreement upon the same terms and conditions as set forth herein for an additional period of forty-nine (49) years from the date of expiration of said term; provided, however, that the District shall give the City written notice of its intention to exercise said option at lease thirty (30) days prior to the expiration of said term.

V MAINTENANCE AND REPAIRS

A. The District shall, at all times during the existence of this Lease Agreement and at its own cost and expense, repair and maintain, in a good, safe and substantial condition, ~~and in a manner satisfactory to the City, all of the improvements which the District constructs on or in the Premises.~~

B. ~~In the event that the District fails to repair or maintain the exterior of said improvements promptly, or within fifteen (15) calendar days after written notice from the City so to do, the City may, at its option, make any repair or mainten-~~

~~ance deemed necessary by the City, and the District shall repay the costs thereof to the City on demand. A failure by the district to repay said costs shall constitute a breach by the District of this Lease Agreement.~~

VI INDEMNIFICATION

The District agrees to indemnify and save the City, its officers, agents and employees, harmless from and against any and all liability, loss, damage, cost, claims, leins, judgments or demands of any kind whatsoever which it or they may incur, suffer or be required to pay by reason of death, disease or bodily injury which results to any person, or of injury or damage to or destruction or loss of any property, which may arise as a result of the City's execution of this Lease Agreement, the construction or existence of the improvements which the District constructs upon the Premises, the use or occupancy of the Premises or of said improvements by the District or by its officers, agents, employees, contractors or invitees.

VII INSURANCE

Prior to its occupancy of the Premises, the District shall, at its sole cost and expense, obtain and thereafter, at all times during which this Lease Agreement is in force and effect, maintain bodily injury liability insurance covering the Premises and any and all improvements thereon in the amount of One Hundred Thousand and No/100th Dollars (\$100,000.00), for the injury or death of any one person, and Three Hundred Thousand and No/100ths (\$300,000.00), for injuries to or the deaths of any number of persons in one occurrence, and property damage liability insurance in the amount of Fifty Thousand and No/100ths Dollars (\$50,000.00).

Within five (5) days after the District serves the notice which is provided for in Paragraph XII hereof that it intends to occupy the Premises, and as a condition to this Lease Agreement's continuing in force and effect, the district shall submit to the City a certificate of insurance which evidences the above-required coverages and names the City as an additional insured party. The policies with respect to such insurance coverages shall be so endorsed as to create the same liability on the part of the insurer as though separate policies have been written for the City and the District. The insurance coverages shall be with an insurance carrier which is licensed to do business within the State of Nevada and which is acceptable to the City.

All policies of insurance, or certificates of insurance

which evidence the insurance coverages required hereby, shall contain a provision that the same shall not be cancelled or modified in any material effect unless and until ninety (90) days written notice of such cancellation or modification has been provided to the City.

VIII IMPROVEMENTS

A. The District shall design, construct and erect at its sole cost and expense, on the leased Premises, a branch library building and a parking lot which shall conform to all building codes in effect within the corporate boundaries of the City. The District will landscape the remaining leased Premises.

B. The District agrees to apply for all required City permits relative to construction and development and the City agrees to waive the required fees for such permits. The District agrees to submit all proposed designs, engineering plans and architectural drawings for the construction of the building, the parking facilities and landscaping to the City's Building Department for City review and approval prior to commencement of any excavation or construction of the proposed improvements. It is understood that approval of the plans by the City's Building Official is an additional prerequisite to commencement of construction.

C. The District agrees that it shall pay all necessary expenses for utility services including sewer, water, gas and electric power and trash removal which are attendant on the operations of the library facility.

IX NOTICES

Any notice which may be, or is required to be, given under the provisions hereof shall be delivered in person at the address stated below or may be deposited with the United States Postal Service, certified or registered mail, postage prepaid, to the party and address stated below:

TO THE CITY:

CITY MANAGER'S OFFICE
CITY OF MESQUITE
10 E. MESQUITE BLVD.
P. O. BOX 69
MESQUITE, NEVADA 89024

TO THE DISTRICT:

LAS VEGAS CLARK COUNTY LIBRARY
1401 EAST FLAMINGO ROAD
LAS VEGAS, NEVADA 89109

X
ASSIGNMENT AND SUBLEASE

The District hereby agrees not to assign or sublet any of its rights or duties hereunder or to sublet the Premises or any portion thereof, or to allow any person to occupy or use the Premises without prior written consent of the City. Any assignment or sublease contrary to the provisions of this Paragraph X shall be null and void.

XI
LAWS AND REGULATIONS

The District shall keep and maintain the Premises in a clean and healthful condition and in compliance with all existing or hereafter enacted laws, statutes, ordinances, order, rules and regulations (federal, state, municipal or other governmental agencies which have jurisdiction over the Premises or of the activities contemplated hereby) during the existence of this Lease Agreement.

XII
COMMENCEMENT OF RIGHT TO OCCUPY

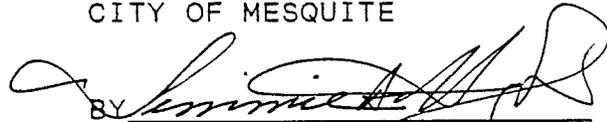
The District may occupy the Premises, for the purpose of commencing the construction of the improvements which are provided for in Paragraph VIII above and for all other purposes, on the date which is stated in a written notice served upon the City at least ten (10) days prior to the intended date of occupancy.

XIII
CITY'S RIGHT TO TERMINATE

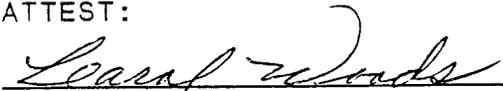
The District shall provide the City with complete architectural plans for the proposed facility or facilities prior to commencing the construction thereof, and, in the event that such plans do not indicate that the proposed library contains in the aggregate, a minimum of 2,700 square feet, the City shall have the right to cancel this Lease Agreement at any time within thirty (30) days after such plans have been submitted to it.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed by their duly authorized representatives the day and year first above written.

CITY OF MESQUITE

BY 
JIMMIE A. HUGHES, MAYOR

ATTEST:


CAROL WOODS, CITY CLERK

LAS VEGAS - CLARK COUNTY
LIBRARY DISTRICT

BY 
CHAIRMAN

ATTEST:

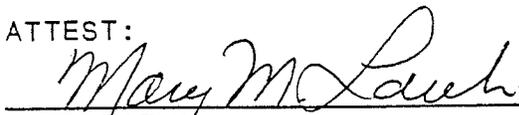

SECRETARY

EXHIBIT B

RDA AGREEMENT

AGREEMENT

THIS AGREEMENT FOR THE TRANSFER OF REAL PROPERTY ("Agreement") is hereby made by and between The Redevelopment Agency of the City Of Mesquite ("RDA") and the Las Vegas-Clark County Library District ("District"), collectively referred to as "the Parties". This Agreement is legally effective when signed and dated by the Parties below ("Effective Date").

RECITALS

- A. On April 14, 2015, the Mesquite City Council passed Resolution 864 supporting the construction of a new library facility in Mesquite.
- B. The City continues to grow and the demand for library services continues to grow also.
- C. The RDA is the owner of 3.22 acres of real property and improvements in the City of Mesquite in Clark County, Nevada with improvements thereon identified by APN 001-16-203-001 and commonly known as 105 West Mesquite Boulevard, Mesquite, Nevada 89027 (the "New Property"). The Property is more particularly described on Exhibit A.
- D. The RDA purchased the New Property in 2009 for the express purpose of having the District construct a new library facility.
- E. The District has expressed the desire to construct a 16,000 square foot library facility.
- F. The District is willing to invest approximately \$7,000,000 in the construction of a new library.
- G. The existing library property is located on 3.06 acres of city-owned property located at 121 West First North, Mesquite, Nevada 89027 (APN: 001-16-202-017) (the "Existing Property"). The Existing Property is more particularly described on Exhibit B.
- H. The City of Mesquite has an existing lease agreement (Amended Lease Agreement, executed August 22, 1996) with the District for the maintenance and repair of certain improvements on the property.
- I. The District has expressed the desire to retain ownership of a portion of the Existing Property.
- J. The RDA seeks opportunities to actively promote redevelopment in Mesquite.
- K. The District desires to receive the New Property and Existing Property from the RDA and the RDA desires to transfer to the District the New Property and Existing Property.
- L. Nevada Revised Statutes Chapter 279.470 provides that the RDA may dispose of publicly owned real property.
- M. Nevada Revised Statutes Chapter 279.472 states that any action made pursuant to NRS 279.470 requires a public hearing.
- N. Proper notice of a public hearing was given in compliance with NRS 279.472.
- O. A public hearing was held on this matter on July 14, 2015.

- P. The Parties, now desire to more fully define their respective rights and obligations with respect to the Agreement.

NOW, THEREFORE, in consideration of the above recitals, for the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed:

AGREEMENT

1. TRANSFER OF PROPERTY

- a. The RDA hereby agrees to convey fee simple title to the Existing Property to District at Closing (defined in Section 4 below), free and clear of all liens, encumbrances, and other matters of title. The RDA shall convey title to the Existing Property by Grant Bargain Sale deed.
- b. The RDA hereby agrees to convey fee simple title to the New Property to District at Closing (defined in Section 4 below), free and clear of all liens, encumbrances, and other matters of title. The RDA shall convey title to the New Property by Grant Bargain Sale deed.
- c. The District shall acquire the Existing Property and New Property for Ten Dollars and other good and valuable consideration (\$10.00).
- d. The RDA shall obtain a preliminary title report prepared by Fidelity National Title whose address is 736 W. Pioneer Blvd., Mesquite, Nevada 89027 ("Escrow Agent") and furnish it to the District, setting forth the state of title to the Existing and New Properties, together with all exceptions or conditions to such title, including without limitation, all liens, mortgages, trust deeds, easements, restrictions, rights-of-way, and covenants, together with true, correct and legible copies of all instruments referred to in the preliminary title report as conditions or exceptions to title to the Existing and New Properties. District shall have ten (10) business days ("District's Review Period") to review the preliminary title report, and any documents referred to therein, and deliver in writing, by the end of District's Review Period, such objections as District may have to anything contained or set forth in the preliminary title report or any of the documents or conditions referred to therein. Any such items to which District does not object by the end of District's Review Period shall be deemed to be "District's Permitted Exceptions." If exceptions to the title to the Existing Property have been raised in the preliminary title report or accompanying documents and if District delivers written objections thereto to the RDA in accordance with this Section 1C, then the RDA shall, prior to Closing, use commercially reasonable efforts to satisfy such objections. If the RDA fails to cure District's objections to title prior to the Closing, District may either waive such objections or terminate this Agreement,

by written notice to the RDA in which event the Parties shall be released of all duties and obligations hereunder.

2. SUBDIVISION OF PROPERTY

- a. In connection with the conveyance of the Existing and New Properties, the parties agree to such steps reasonably necessary to complete a subdivision of property (the "Subdivision") to adjust the existing property lines for both parcels and create a new parcel as generally shown on the map attached hereto as Exhibit C.
- b. The parties intend that as a result of the Subdivision, the flood channel on New Property will be dedicated to the City of Mesquite for maintenance purposes. Any existing easements will be preserved as part of the Subdivision.
- c. The parties also intend that as a result of the Subdivision, that a new parcel will be created on the Existing Property. This new parcel will contain the existing library facility and parking area, approximately 1.25 acres in area. The Subdivision shall allow ingress and egress to users of the adjoining city park via the existing parking lot. A separate maintenance agreement may be necessary to delineate the parties' individual responsibilities.
- d. The District shall be responsible for submitting an application for the Subdivision and taking all steps reasonably necessary to have the Subdivision completed and recorded. The District shall be responsible to pay for all the costs and fees associated with preparing, submitting and recording the Subdivision.
- e. Prior to submitting the application for the Subdivision, the District shall provide the RDA with complete copy of the application the District intends to submit. RDA shall then have ten (10) business days to review the application. On or before the end of the ten-day period, RDA shall either (i) approve the application in writing or (ii) provide written notice to the District that the application is unacceptable. If RDA approves the application, then the District shall submit it and pursue approval and recordation with commercially reasonable efforts consistent with the terms of this Agreement. If RDA provides notice that the application is unacceptable, then it shall provide the District with detailed grounds for rejection of the application

3. ADDITIONAL OBLIGATIONS

- a. Maintenance Agreement. Based on the Subdivision, a separate maintenance agreement may be necessary. The maintenance agreement could address, but is not limited to, landscaping, water meters, site maintenance and other related matters. The necessity and establishment of a Maintenance Agreement shall be determined, and if necessary executed, prior to Closing.

- b. Conditions of Sale. Two conditions shall be included in the closing documents that state (i) that if the District should ever desire to divest of the Existing and/or New Property and Improvements through sale, lease or like instrument the RDA and City of Mesquite will have the first option to buy or lease the property at the appraised value. The District may convey the Existing and/or New Property to another party, but only after the RDA and the City of Mesquite have opted not to purchase or lease said parcels at the appraised value. If the property and improvements are successfully sold or leased to another party, the RDA shall be reimbursed the appraised value of the property and the Library District shall retain the value of the improvements. (ii) that if the District does not commence construction on the new library facility within twelve months of the transfer of the property, the New Property shall revert back to its original ownership.
- c. Performance Timeline. The Library District shall have twelve (12) months from the Effective Date of this Agreement to obtain Approved Plans. Approved Plans shall be defined as Architectural Review and Site Plan Approval.
- d. Pre-Closing Condition. The RDA shall not transfer either property until there are Approved Plans.

4. CLOSING

- a. Date and Place of Closing. The closing shall take place in the offices of the Escrow Agent, or such other location as Parties shall mutually agree. The Closing shall occur on a date mutually acceptable to the Parties, but in no event later than three weeks after obtaining Approved Plans, unless mutually extended by the Parties.
- b. RDA Items to Be Delivered At Closing. On or before the Closing, the RDA shall deliver to the Escrow Agent or cause to be delivered, each of the following items:
 - i. A Grant Bargain Sale Deed to the Existing Property, duly executed and acknowledged by the RDA, conveying good, marketable, and indefeasible fee simple title to District.
 - ii. A Grant Bargain Sale Deed to the New Property, duly executed and acknowledged by the RDA, conveying good, marketable, and indefeasible fee simple title to District.
 - iii. All documents and instruments which may be required to accomplish the Subdivision.
 - iv. All additional documents and instruments which District or Escrow Agent reasonably determines to be necessary to the consummation of this transaction.

- v. Conditions of Sale language, in accordance with Section 3B.
- c. District Items to Be Delivered At Closing. On or before the Closing, the District shall deliver to the Escrow Agent or cause to be delivered, the following item:
 - i. All documents and instruments which may be required to accomplish the Subdivision.
 - ii. All additional documents and instruments which RDA or Escrow Agent reasonably determines to be necessary to the consummation of this transaction.
 - iii. Maintenance Agreement, in accordance with Section 3A.
 - iv. Approved Plans, in accordance with Section 4C3C.
- d. Closing Costs. All escrow, closing fees and recording fees charged by the Escrow Agent shall be paid the District. Each Party shall be responsible for all of their own costs associated with their own counsel and other advisors in connection with this transaction.

5. MISCELLANEOUS TERMS

- a. Assignment. This Agreement may only be assigned with the prior written approval of the other Party.
- b. Cooperation. The Parties agree to cooperate and execute such documents and instruments as reasonably necessary to accomplish this transaction.
- c. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- d. Waivers. No waiver of any breach of any covenant or provision contained herein will be deemed a waiver of any proceeding or succeeding breach thereof or of any other covenant or provision contained herein. No extension of time for performance of any obligation or act will be deemed an extension of the time for performance of any other obligation or act.
- e. Successors and Assigns. This Agreement is binding upon and inures to the benefit of the permitted successors and assigns of the Parties hereto.
- f. Professional Fees. In the event of the bringing of any action, arbitration, mediation or suit by a Party hereto against another Party hereunder by reason of any breach of any of the covenants, agreements or provisions on the part of the other Party arising out of this Agreement, then in that event the prevailing Party will be entitled to have the recovery of

7060 W. Windmill Lane
Las Vegas, NV 89113
Attention: Office of the General Services Director

Either party hereto may from time to time designate in writing any other address to which notices shall be delivered. All notices hereunder shall be deemed given when (i) personally delivered, (ii) one (1) business day after having been delivered to an overnight courier, or (iii) three (3) business days after having been deposited in the United States mail in accordance with the foregoing.

[The Remainder of this page intentionally left blank]

**Redevelopment Agency of the
City of Mesquite, Nevada:**

By: Allan S. Litman
Allan S. Litman, Chair

Dated: July 29, 2015

ATTEST:

By: Tracy E. Beck
Tracy E. Beck, Deputy City Clerk

APPROVED AS TO FORM:

By: Robert Sweetin
Robert Sweetin, City Attorney

**Las Vegas-Clark County
Library District:**

By: Dr. Ronald R. Heezen
Dr. Ronald R. Heezen, Executive Director

Dated: 18 August 2015

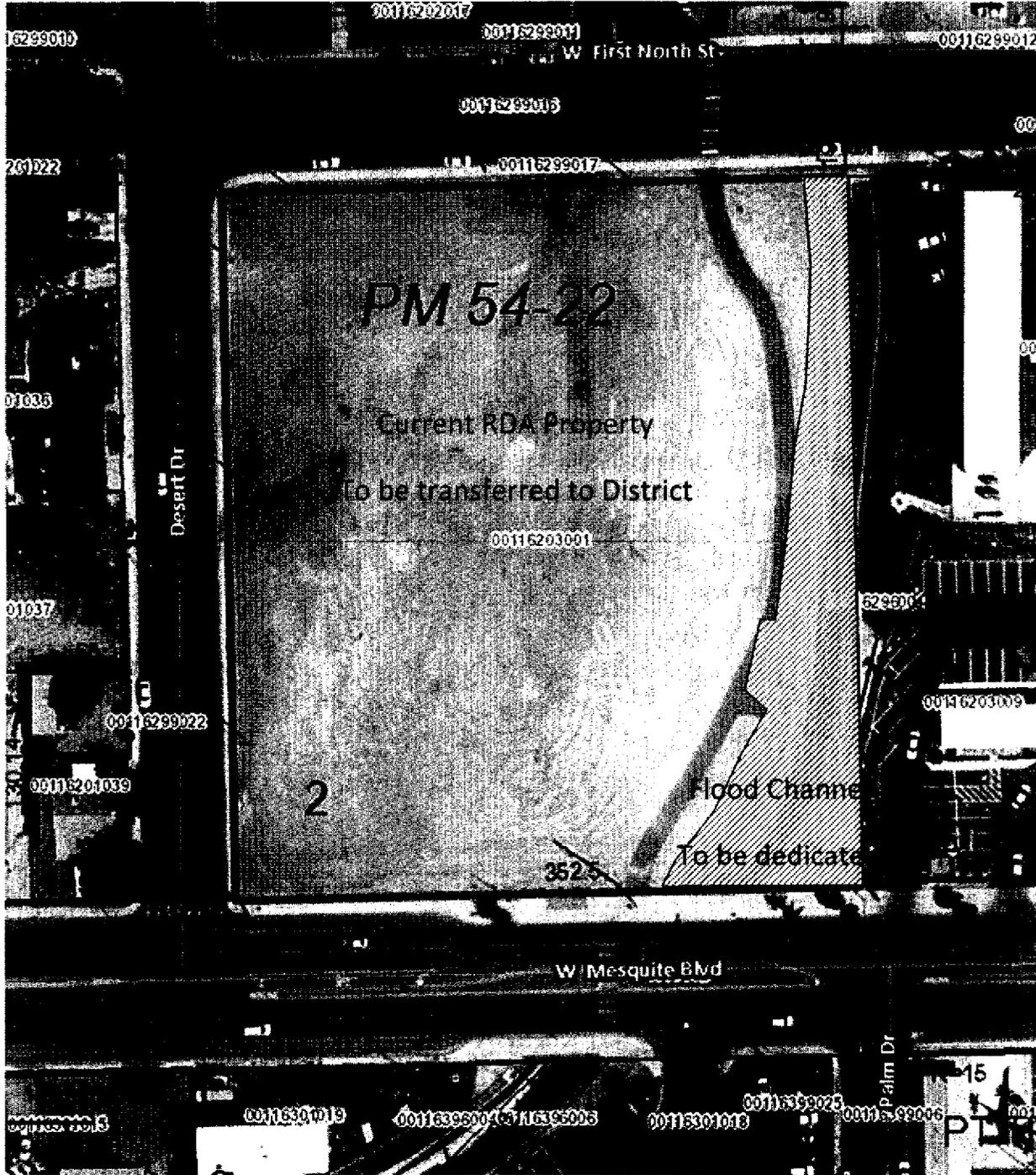
ATTEST:

By: Allison P. Boyer
Allison P. Boyer, Executive Assistant

APPROVED AS TO FORM:

By: Gerald M. Welt
Gerald M. Welt, Counsel for Las Vegas-
Clark County Library District

CONCEPTUAL NEW PROPERTY SUBDIVISION



Mesquite

Nevada

July 30, 2015

Dr. Ronald R. Heezen
Executive Director
Las Vegas-Clark County Library District:

Dear Dr. Heezen,

At the Mesquite City Council meeting held on July 14, 2015, Council approved the Agreement for the transfer of real property between the Redevelopment Agency of the City of Mesquite (RDA) and the Las-Vegas- Clark County Library District.

Please find two copies of this Agreement. Please sign both copies and return one copy to me for the City's records and keep a copy for your records.

If you have any questions, please feel free to contact me.

Sincerely,

Tracy E. Beck
Deputy City Clerk
10 E. Mesquite, NV
Mesquite, NV 89027

702-346-5295 ext 2206

Enclosure: Two (2) original Agreements for signature

/t

EXHIBIT C

PROPOSED PARCEL MAPS

OWNER'S CERTIFICATE AND DEDICATION

I, ALLAN S. LITMAN, MAYOR OF THE CITY OF MESQUITE, NEVADA, DO HEREBY CERTIFY THAT BEING THE OWNER OF THE LAND SHOWN HEREIN (CONSENT TO THE PREPARATION AND RECORDATION OF THIS PARCEL MAP AND HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED INTO LOTS, STREETS AND EASEMENTS AS SHOWN HEREIN AND DO HEREBY OFFER AND DEDICATE TO THE CITY OF MESQUITE AND ITS SUCCESSORS AND ASSIGNS ALL PUBLIC STREETS, EXCEPT PRIVATE STREETS AS SHOWN HEREIN TO AND FOR THE USE OF THE PUBLIC, PERMANENT EASEMENTS, IF ANY, AS SHOWN OR NOTED HEREIN AND DESIGNATED AS PUBLIC UTILITY AND DRAINAGE EASEMENTS, OR PUBLIC USE FOR THE CONSTRUCTION AND MAINTENANCE OF SURFACE AND SUBTERRANEAN UTILITIES.

ALLAN S. LITMAN, MAYOR DATE _____
 ATTEST:
 TARDY E. BECK, CITY CLERK DATE _____
 APPROVED AS TO FORM:
 ROBERT SWEETIN, CITY ATTORNEY DATE _____

ACKNOWLEDGMENT

STATE OF NEVADA }
 COUNTY OF CLARK } ss

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON _____ DAY OF _____ 2016, BY ALLAN S. LITMAN, MAYOR, ROBERT SWEETIN, CITY ATTORNEY AND ATTESTED BY TARDY E. BECK, CITY CLERK.

MY COMMISSION EXPIRES _____
 NOTARY PUBLIC

EASEMENTS

ALL LOTS TO HAVE A 6.00 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT ALONG EACH SIDE (AS SHOWN HEREIN) AND REAR LOT LINES AND A 10.00 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT ALONG FRONT LOT LINES CONTIGUOUS TO PRIVATE DRIVES AND DEDICATED RIGHT-OF-WAY LINES. ALL COMMON ELEMENTS TO HAVE A 10.00 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT ALONG ALL LINES. (UNLESS OTHERWISE SPECIFIED).

DISCLAIMER

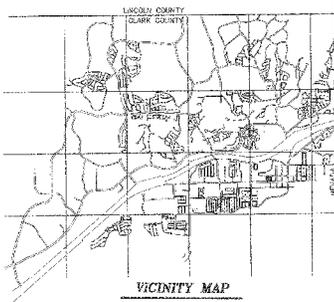
THE CITY OF MESQUITE HEREBY DISCLAIMS ANY RESPONSIBILITY AS TO THE ACTUAL FIELD POSITION OF PROPERTY LINES AND MONUMENTATION AS DEPICTED ON THIS DOCUMENT.

RECORDER'S NOTE

ANY SUBSEQUENT CHANGES TO THIS MAP SHOULD BE EXAMINED AND MAY BE DIFFERENCED BY REFERENCE TO THE COUNTY RECORDER'S CUMULATIVE MAP INDEX INTO 276-6586.

PARCEL MAP FOR THE CITY OF MESQUITE, NEVADA

LOCATED IN TRACT 37, TOWNSHIP 13 SOUTH, RANGE 71 EAST, MOUNT DIABLO BASE AND MERIDIAN CITY OF MESQUITE, CLARK COUNTY, NEVADA



VICINITY MAP

LEGAL DESCRIPTION

LOCATED IN TRACT 37, 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 94, PAGE 22 OF PARCEL MAPS IN THE OFFICIAL RECORDS OF CLARK COUNTY, NEVADA.

CONTAINS 3.22 ACRES, MORE OR LESS AS DESCRIBED, 3 PARCELS

BASIS OF BEARING

THE MONUMENT LINE OF WEST FIRST NORTH STREET FROM THE MONUMENT IN THE INTERSECTION OF DESERT DRIVE AND FIRST NORTH STREET, NUCCA STREET AND WEST FIRST NORTH STREET AS RECORDED IN FILE 150, PAGE 44 OF SURVEYS IN THE OFFICIAL RECORDS OF CLARK COUNTY, NEVADA. N89°33'18"E

REFERENCE DOCUMENTS

- 1-- FILE 183, PAGE 47 OF SURVEYS
- 2-- FILE 54, PAGE 22 OF PARCEL MAPS
- 3-- FILE 77, PAGE 37 OF SURVEYS

VIRGIN VALLEY GEODETIC CONTROL

DESCRIPTION	BEARING	ORD DISTANCE	GROUND DISTANCE	NORTHING	EASTING
BECKLINE	S 14°40'42" W	627.374 m	274.683	5,224,894.176	335,026.219
NOW @ GIBERT CR. & WEST FIRST NORTH	S 83°03'11" E	7261.528 m	3991.487	5,225,062.170	335,543.814
TRACT 37-AD7				5,226,676.670	335,255.170

NEVADA COORDINATE SYSTEM, EAST ZONE, NAD-83 BASED ON SURVEY FILE 77, PAGE 37.

SURVEYOR'S CERTIFICATE

I, VICTOR R. CAMPBELL, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, CERTIFY THAT:

- THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION AT THE INSTANCE OF THE CITY OF MESQUITE, NEVADA.
- THE LANDS SURVEYED LIE WITHIN TRACT 37 TOWNSHIP 13 SOUTH, RANGE 71 EAST, MOUNT DIABLO BASE AND MERIDIAN, CITY OF MESQUITE, CLARK COUNTY, NEVADA AND THE SURVEY WAS COMPLETED ON XXXXXX, 2016.
- THIS PLAT COMPLIES WITH THE APPLICABLE STATE STATUTES AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE GOVERNING BODY GAVE ITS FINAL APPROVAL.
- THE MONUMENTS DEPICTED ON THE PLAT ARE OF THE CHARACTER SHOWN AND OCCUPY THE POSITIONS INDICATED AND ARE OF SUFFICIENT NUMBER AND DURABILITY.

VICTOR R. CAMPBELL
 PROFESSIONAL LAND SURVEYOR
 NEVADA LICENSE NO. 17424
 EXPIRATION DATE: DECEMBER 31, 2016

CITY ENGINEER'S CERTIFICATE

I, TRAVIS H. ANDERSON, P.E., CITY ENGINEER FOR THE CITY OF MESQUITE, NEVADA DO HEREBY CERTIFY THAT ON THIS _____ DAY OF _____ 2016, I DID EXAMINE THIS PARCEL MAP FOR THE CITY OF MESQUITE, NEVADA, AND THAT THE PARCEL MAP AS SHOWN HEREIN IS TECHNICALLY CORRECT.

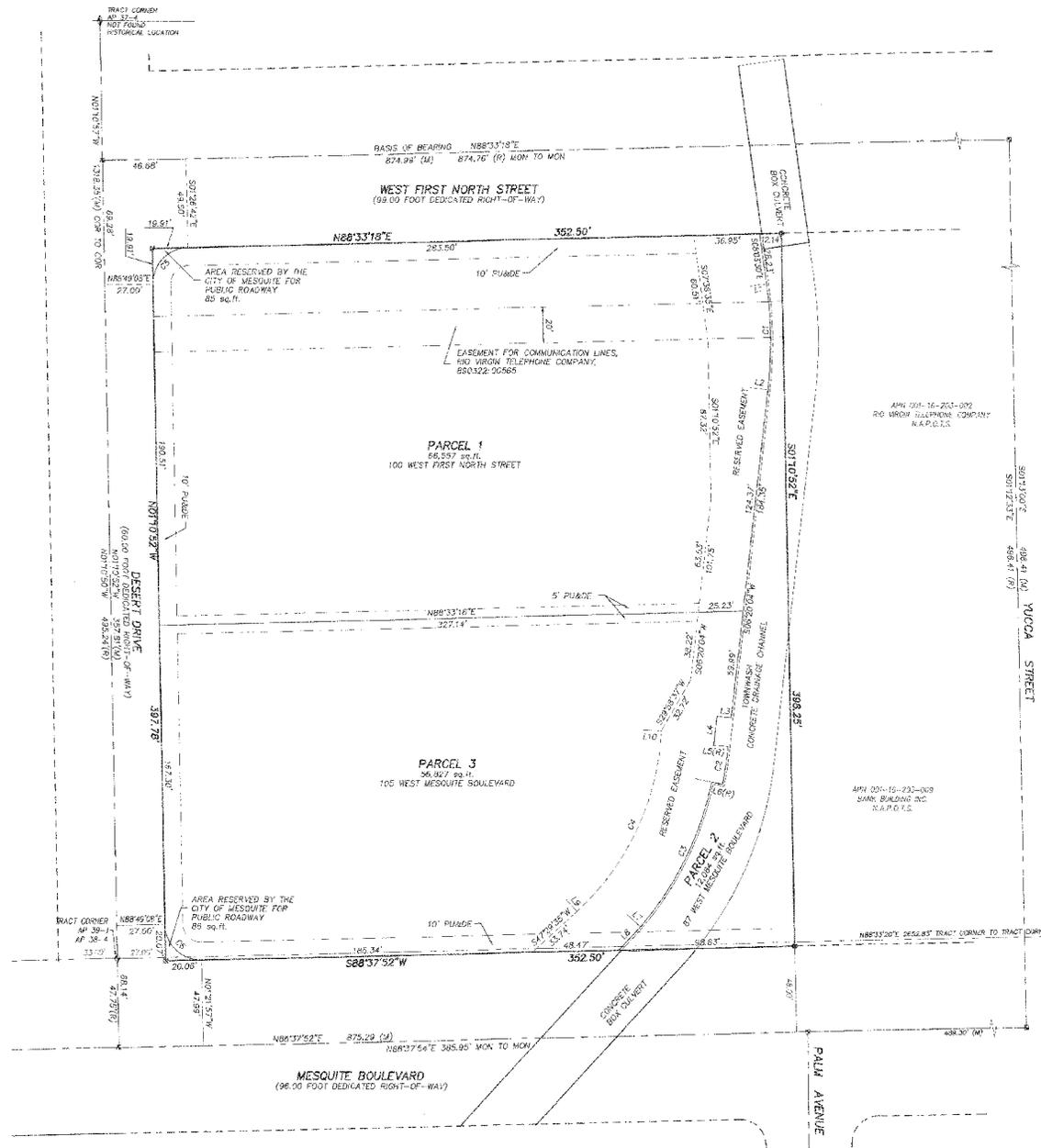
TRAVIS H. ANDERSON, P.E.
 CITY ENGINEER
 CITY OF MESQUITE
 NEVADA LICENSE NO. 16479
 EXPIRATION DATE: DECEMBER 31, 2016

APPROVAL BY THE CITY OF MESQUITE

THIS IS TO CERTIFY THAT THE PLANNING DIRECTOR OF MESQUITE, NEVADA, ON THIS _____ DAY OF _____ 2016, DID APPROVE FOR PURPOSES OF LAND DIVISION AND ACCEPT ON BEHALF OF THE PUBLIC, THIS MAP AND ANY PARCELS OF LAND OFFERED FOR DEDICATION FOR PUBLIC USE IN CONFORMITY WITH TERMS OF THE OFFER OF DEDICATION PER NRS 276.010 THROUGH 276.030.

RICHARD SECRET
 PLANNING DIRECTOR

<p>PARCEL MAP FOR THE CITY OF MESQUITE, NEVADA</p> <p>LOCATED IN TRACT 37, TOWNSHIP 13 SOUTH, RANGE 71 EAST, MOUNT DIABLO BASE AND MERIDIAN CITY OF MESQUITE, CLARK COUNTY, NEVADA</p> <p>BULLOCK BROTHERS ENGINEERING, INC. CIVIL ENGINEERS-LAND SURVEYORS LAND PLANNERS 750 WEST PIONEER BOULEVARD MESQUITE, NV 89027 (702)346-8100</p>		<p>FILED AT THE REQUEST OF BULLOCK BROTHERS ENGINEERING</p> <p>DATE: _____ AT: _____</p> <p>FILED: _____ PAGE: _____</p> <p>OF PARCEL MAPS</p> <p>OFFICIAL RECORDS BOOK</p> <p>CLARK COUNTY, NEVADA RECORDER</p> <p>BOBBIE CONWAY, RECORDER</p> <p>FEE \$: _____ DISPUTY: _____</p>
<p>DATE REC'D: _____</p> <p>FILE NAME: _____</p> <p>ISSUE: JANUARY 2016</p> <p>ISSUE NO SCALE: _____</p>	<p>JOB NO: _____</p> <p>SHEET: _____</p> <p>OF: 2</p>	<p>FILE: _____</p> <p>PAGE: _____</p>



EASEMENT NOTE
 EASEMENT RESERVED BY THE CITY OF MESQUITE FOR UTILITIES, ACCESS, MAINTENANCE AND NEW CONSTRUCTION AS REQUIRED BY PUBLIC WORKS.

CURVE TABLE

NO.	RADIUS	ANGLE	CHORD	DELTA
C1	236.11	153.31'	22.41'	14.23 54"
C2	163.77	21.30'	10.68'	08.56 54"
C3	177.49	50.65'	46.55'	29.21 50"
C4	145.53	112.78'	80.55'	24.52 17"
C5	25.00'	12.38'	19.51'	09.24 10"
C6	20.00'	31.58'	20.08'	09.11 02"

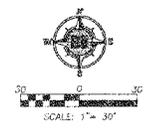
LINE TABLE

NO.	BEARING	DISTANCE
L1	S87°55'50"W	RADIAL
L2	S87°59'56"E	RADIAL
L3	N85°30'44"W	18.00'
L4	S06°27'53"W	18.57'
L5	S85°17'19"E	13.00'
L6	N25°33'50"W	18.00'
L7	N49°12'02"W	RADIAL
L8	N42°25'36"E	17.99'
L9	S74°50'56"E	RADIAL
L10	N67°22'42"W	RADIAL

LEGEND

SURVEY BOUNDARY ————
 EASEMENT LINE - - - - -
 TRACT LINE ————
 ADJACENT LOT LINE ————
 STREET CENTERLINE ————

SET REBAR & CAP PLS 11424 ●
 FOUND BAR & CAP PLS 11424 ○
 FOUND NAIL & WASHER PLS 11424 ⊕
 FOUND ALGAP CENTERLINE STREET MONUMENT ⊕
 STAMPED PLS 11424 ⊕
 FOUND BRASS COP AT TRACT CORNER ⊕
 STAMPED PLS 2843 ⊕
 ASSIGNS'S PARCEL NUMBER AP#
 MEASURED (M)
 RESERVED (R)
 NOT A PART OF THIS SURVEY N.A.P.D.I.S.
 MONUMENT TO MONUMENT MON TO MON



PARCEL MAP FOR THE CITY OF MESQUITE, NEVADA
 LOCATED IN SECTION 37, TOWNSHIP 11 SOUTH, RANGE 21 EAST, HUNTER BARRIO BASE AND MERIDIAN, CITY OF MESQUITE, CLARK COUNTY, NEVADA.

BENTON BROTHERS ENGINEERING, INC.
 CIVIL ENGINEERS—LAND SURVEYORS—
 LAND PLANNERS
 750 WEST PIONEER BOULEVARD
 MESQUITE, NV 89029 (702)346-5100

BB

BOOK _____ PAGE _____

© 2006 BENTON BROTHERS ENGINEERING, INC. ALL RIGHTS RESERVED. JOB NO. 06-01-001

OWNER'S CERTIFICATE AND DEDICATION

I, ALLAN S. UTMAN, MAYOR OF THE CITY OF MESQUITE, NEVADA, DO HEREBY CERTIFY THAT BEING THE OWNER OF THE LAND SHOWN HEREIN, I HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED INTO LOTS, STREETS AND EASEMENTS AS SHOWN HEREIN AND DO HEREBY OFFER AND DEDICATE TO THE CITY OF MESQUITE AND ITS SUCCESSORS AND ASSIGNS ALL PUBLIC STREETS, EXCEPT PRIVATE STREETS, AS SHOWN HEREIN TO AND FOR THE USE OF THE PUBLIC FOR HIGHWAY PURPOSES, IF ANY, AS SHOWN OR NOTED HEREIN AND DESIGNATED AS PUBLIC UTILITY AND DRAINAGE EASEMENTS, (IF APPLICABLE) ARE FOR THE CONSTRUCTION AND MAINTENANCE OF SURFACE AND SUBTERRANEAN UTILITIES.

ALLAN S. UTMAN, MAYOR _____ DATE _____
 ATTEST:
 TARCY E. BECK, CITY CLERK _____ DATE _____
 APPROVED AS TO FORM:
 ROBERT SWEETIN, CITY ATTORNEY _____ DATE _____

ACKNOWLEDGMENT

STATE OF NEVADA }
 COUNTY OF CLARK } ss:
 THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON _____ DAY OF _____, 2016, BY ALLAN S. UTMAN, MAYOR, ROBERT SWEETIN, CITY ATTORNEY AND ATTESTED BY TARCY E. BECK, CITY CLERK.
 _____ MY COMMISSION EXPIRES _____
 NOTARY PUBLIC

EASEMENTS

ALL LOTS TO HAVE A 10.0 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT ALONG EACH SIDE (AS SHOWN HEREIN) AND REAR LOT LINES AND A 10.0 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT ALONG FRONT LOT LINES CONTIGUOUS TO PRIVATE DRIVES AND DEDICATED FRONT-OF-WAY LINES. ALL COMMON ELEMENTS TO HAVE A 10.0 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT ALONG ALL LINES. (UNLESS OTHERWISE SPECIFIED).

DISCLAIMER

THE CITY OF MESQUITE HEREBY DISCLAIMS ANY RESPONSIBILITY AS TO THE ACTUAL FIELD POSITION OF PROPERTY LINES AND MONUMENTATION AS DEPICTED ON THIS DOCUMENT.

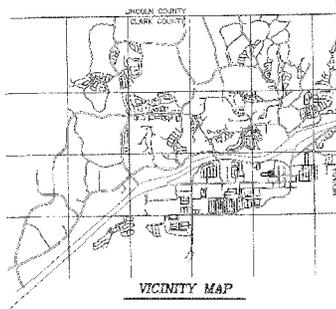
RECORDER'S NOTE

ANY SUBSEQUENT CHANGES TO THIS MAP SHOULD BE EXAMINED AND MAY BE DETERMINED BY REFERENCE TO THE COUNTY RECORDER'S CUMULATIVE MAP INDEX NRS 278.8660.

**PARCEL MAP
FOR**

THE CITY OF MESQUITE, NEVADA

LOCATED IN TRACT 37, TOWNSHIP 13 SOUTH, RANGE 71 EAST, MOUNT DIABLO BASE AND MERIDIAN, CITY OF MESQUITE, CLARK COUNTY, NEVADA.



VICINITY MAP

LEGAL DESCRIPTION

LOCATED IN TRACT 37, 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 1 AS RECORDED IN FILE 54, PAGE 22 OF PARCEL MAPS IN THE OFFICIAL RECORDS OF CLARK COUNTY, NEVADA.
 CONTAINS 3.06 ACRES, MORE OR LESS AS DESCRIBED, 2 PARCELS

BASIS OF BEARING

THE MONUMENT LINE OF WEST FIRST NORTH STREET FROM THE MONUMENT IN THE INTERSECTION OF DESERT DRIVE AND FIRST NORTH STREET, YUCCA STREET AND WEST FIRST NORTH STREET AS RECORDED IN FILE 183, PAGE 44 OF SURVEYS IN THE OFFICIAL RECORDS OF CLARK COUNTY, NEVADA, N89°33'18\"

REFERENCE DOCUMENTS

- 1- FILE 183, PAGE 47 OF SURVEYS
- 2- FILE 54, PAGE 22 OF PARCEL MAPS
- 3- FILE 77, PAGE 37 OF SURVEYS

VIRGIN VALLEY GEODETIC CONTROL

DESCRIPTION	BEARING	DISTANCE	SPED	GROUND DISTANCE	NORTHING	EASTING
VERTICAL	S 142°07'09\"	831.374	0.001	2774.668	6,228,882.176	134,754.718
MON @ CORNER DR. & WEST FIRST	N 89°33'18\"	1261.824	0.001	3981.487	6,228,882.176	514,243.841
TRACT 37-1407	S 89°33'18\"	1261.824	0.001	3981.487	6,228,882.176	514,243.723

NEVADA COORDINATE SYSTEM, EAST ZONE, NAD-83 BASED ON SURVEY FILE 77, PAGE 37.

SURVEYOR'S CERTIFICATE

I, VICTOR R. CAMPBELL, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, CERTIFY THAT:
 1. THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION AT THE INSTANCE OF THE CITY OF MESQUITE, NEVADA.
 2. THE LOTS SURVEYED ARE WITHIN TRACT 37, TOWNSHIP 13 SOUTH, RANGE 71 EAST, MOUNT DIABLO BASE AND MERIDIAN, CITY OF MESQUITE, CLARK COUNTY, NEVADA AND THE SURVEY WAS COMPLETED ON XXXXXX, 2016.
 3. THIS PLAT COMPLIES WITH THE APPLICABLE STATE STATUTES AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE GOVERNING BODY GAVE ITS FINAL APPROVAL.
 4. THE MONUMENTS DEPICTED ON THE PLAT ARE OF THE CHARACTER SHOWN AND OCCUPY THE POSITIONS INDICATED AND ARE OF SUFFICIENT NUMBER AND DURABILITY.

VICTOR R. CAMPBELL
 PROFESSIONAL LAND SURVEYOR
 NEVADA LICENSE NO. 11424
 EXPIRATION DATE: DECEMBER 31, 2016

CITY ENGINEER'S CERTIFICATE

I, TRAVIS H. ANDERSON, P.E., CITY ENGINEER FOR THE CITY OF MESQUITE, NEVADA DO HEREBY CERTIFY THAT ON THIS _____ DAY OF _____, 2016, I DO EXAMINE THIS PARCEL MAP FOR THE CITY OF MESQUITE, NEVADA, AND THAT THE PARCEL MAP AS SHOWN HEREIN IS TECHNICALLY CORRECT.

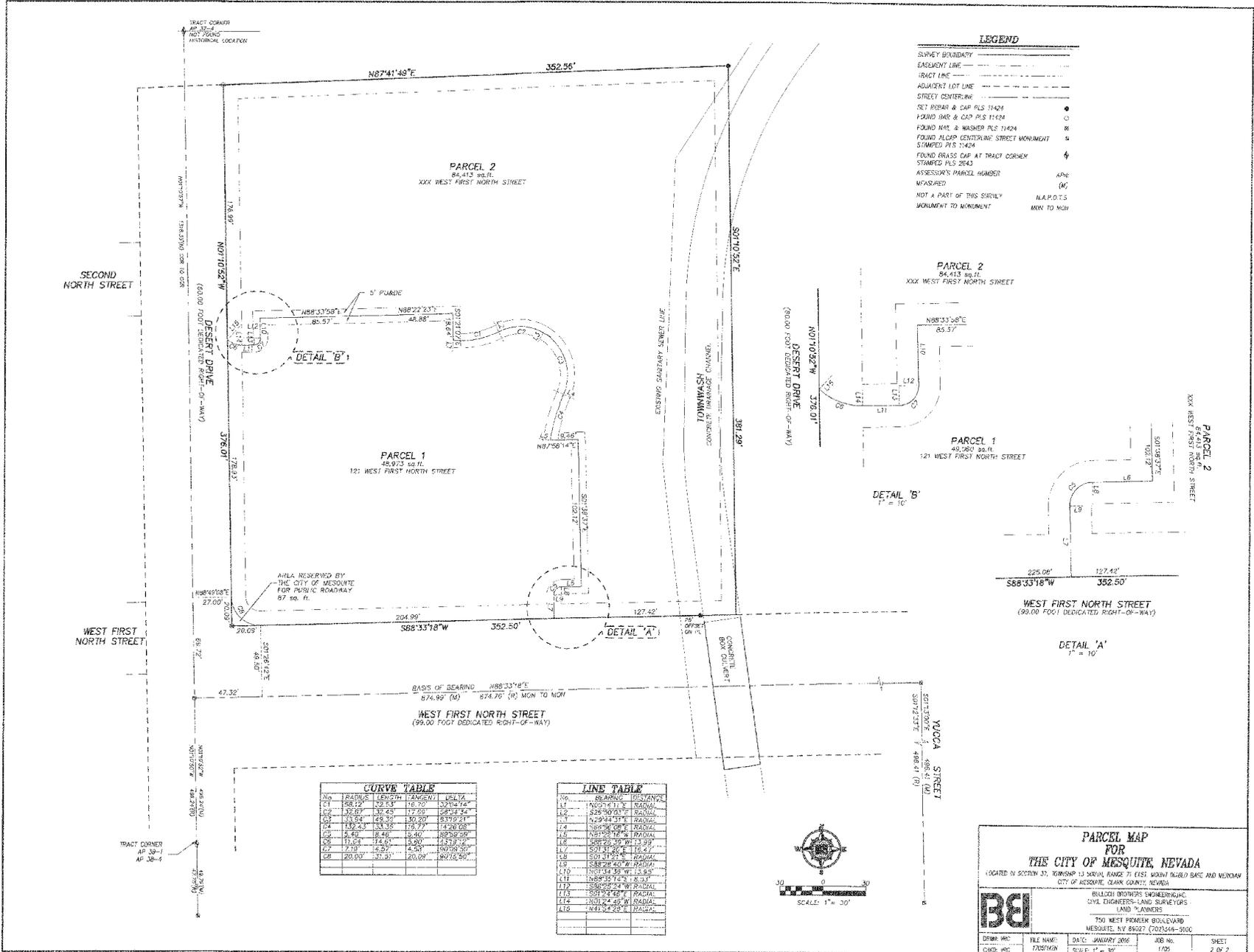
TRAVIS H. ANDERSON, P.E.
 CITY ENGINEER
 CITY OF MESQUITE
 NEVADA LICENSE NO. 16479
 EXPIRATION DATE: DECEMBER 31, 2016

APPROVAL BY THE CITY OF MESQUITE

THIS IS TO CERTIFY THAT THE PLANNING DIRECTOR OF MESQUITE, NEVADA, ON THIS _____ DAY OF _____, 2016, DID APPROVE FOR PURPOSES OF LAND DIVISION AND ACCEPT ON BEHALF OF THE PUBLIC, THIS MAP AND ANY PARCELS OF LAND COVERED FOR DEDICATION FOR PUBLIC USE IN CONFORMITY WITH TERMS OF THE OFFER OF DEDICATION PER NRS 278.620 THROUGH 278.630.

RICHARD SECRET
 PLANNING DIRECTOR

PARCEL MAP FOR THE CITY OF MESQUITE, NEVADA				FILED AT THE REQUEST OF BULLOCK BROTHERS ENGINEERING	
LOCATED IN TRACT 37, TOWNSHIP 13 SOUTH, RANGE 71 EAST, MOUNT DIABLO BASE AND MERIDIAN, CITY OF MESQUITE, CLARK COUNTY, NEVADA				DATE _____ AT _____	
BULLOCK BROTHERS ENGINEERING, INC. CIVIL ENGINEERS-LAND SURVEYORS- LAND PLANNERS 750 WEST PIONEER BOULEVARD MESQUITE, NV 89027 (702) 341-1200				FILED _____ PAGE _____	
				OFFICIAL RECORDS DIVISION CLARK COUNTY, NEVADA RECORDER DEBBIE CONWAY, RECORDER	
DRAWN BY: _____ CHECKED BY: _____	FILE NAME: _____ DRAWING: _____	DATE: JANUARY 2016	JOB NO: _____ SHEET: _____ OF 1	FEE \$ _____ DEPUTY _____	
				FILE _____ PAGE _____	



LEGEND

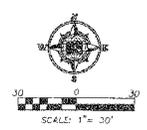
- SURVEY BOUNDARY
- EASEMENT LINE
- TRACT LINE
- ADJACENT LOT LINE
- STREET CENTERLINE
- SET PIPER & CAP PLS 11424
- FOUND BAR & CAP PLS 11424
- FOUND XIE & WASHED PLS 11424
- FOUND ALCP CENTERLINE STREET MONUMENT
- STAMPED PLS 11424
- FOUND BRASS CAP AT TRACT CORNER
- STAMPED PLS 2643
- ASSESSOR'S PARCEL NUMBER
- MEASURED
- NOT A PART OF THIS SURVEY
- MONUMENT TO MONUMENT
- APR
- GC
- ALP.P.O.T.S
- MON TO NON

CURVE TABLE

NO.	BEARING	LENGTH	ANGLE	DELTA
C1	S88°33'58"E	82.57'	15.70'	32°14'24"
C2	S22°22'23"E	48.88'	17.69'	58°54'24"
C3	N88°33'58"E	132.90'	83.92'	11°29'31"
C4	S33°53'53"E	17.77'	7.42'	68°08'
C5	S40°	5.40'	3.40'	88°58'50"
C6	S11°21'	14.01'	8.90'	43°21'22"
C7	S71°0'	4.27'	4.08'	80°58'50"
C8	S20°00'	37.31'	20.00'	149°15'50"

LINE TABLE

NO.	BEARING	DISTANCE
L1	N87°41'48"E	352.55'
L2	S25°50'01" RADIAL	
L3	S19°31'14" RADIAL	
L4	S88°33'58"E	
L5	N87°22'16" RADIAL	
L6	S88°50'19" RADIAL	
L7	S01°37'05" TO 4'	
L8	S01°37'05" RADIAL	
L9	S88°02'47" RADIAL	
L10	N01°34'45" RADIAL	
L11	N01°34'45" RADIAL	
L12	S88°02'47" RADIAL	
L13	S88°02'47" RADIAL	
L14	N01°34'45" RADIAL	
L15	S88°02'47" RADIAL	
L16	N87°41'48"E	



PARCEL MAP FOR THE CITY OF MESQUITE, NEVADA

LOCATED IN SECTION 37, TOWNSHIP 13 NORTH, RANGE 71 EAST, MOUNTAIN VIEW BASIN AND MENDOTA CITY OF MESQUITE, CLARK COUNTY, NEVADA

BBI BULLOCK BROTHERS ENGINEERING, INC.
CIVIL ENGINEERS-LAND SURVEYORS-LAND PLANNERS
750 WEST PROKER BOULEVARD
MESQUITE, NV 89027 (702)266-5100

DATE: JANUARY 2016
JOB NO: 1129
SHEET: 2 OF 2

BOOK _____ PAGE _____



Technical Review Meeting

Agenda Item 10.

Subject:

Consideration of Approval for refinancing Anthem Special Improvement Bonds Series 2007 to lower interest expense financing costs for property owners...i.e. homeowners and developer.

- Public Comment
- Discussion and Possible Action

Petitioner:

David R. Empey, Finance Director

Staff Recommendation:

Approve and authorize Finance Director to enter into professional engagement services with JNA Consultants and Stifel Underwriters to provide specific details as to refinancing outstanding District principal balance of approximately \$10,460,000 that would reduce interest rates which property owners (i.e. residential homeowners & property developer) are obliged to pay in connection with semi-annual debt service payments to bond holders.

Fiscal Impact:

It is estimated that this refinancing will result in approximately +\$3 million interest savings for property owners within the Anthem Special Improvement District over the remaining life of the bonds through August 1, 2037.

Budgeted Item:

Yes

Background:

The City of Mesquite ("City") has previously issued "City of Mesquite, Nevada, Special Improvement District No. 07-01 (Anthem at Mesquite) Local Improvement Bonds Series 2007 - \$15,250,000 for the purpose of financing certain capital improvements within the District.

The City presently has the opportunity to pursue refunding the outstanding bonds that will reduce the interest costs paid by property owners to the District as well as debt service payments to Bondholders. Estimated costs associated with the refunding will be paid by the District.

The final bond payment date to bond holders pursuant to the 2016 refinancing will not be extended and will remain, as with the original bond payment schedule, due on August 1, 2037.

Attachments:

- Engagement Letter from JNA Consulting Group, LLC, dated June 8, 2016
- Engagement Letter from Stifel, dated June 14, 2016
- Bond Series 2016 Refinancing Transaction Summary (preliminary)



JNA Consulting Group, LLC

Independent Public Finance Advisors

June 8, 2016

David R. Empey, CPA
Finance Director/Treasurer
City of Mesquite, Nevada
10 E Mesquite Boulevard
Mesquite, NV 89027

RE: Financial Advisory Scope of Services/Fees for City of Mesquite, Nevada Local Improvement District Refunding Bonds, Series 2016 (Anthem at Mesquite)

Dear Dave:

JNA Consulting Group, LLC is pleased to be of service to the City of Mesquite, Nevada (the "City") relating to the above-captioned financing. Our services consist of offering independent financial advice and consulting services.

This letter specifies the proposed fees and JNA's duties and obligations as the City's financial advisor for the above-referenced project.

Scope of Municipal Advisory Activities to be Performed

Services provided consist of offering independent financial advice and consulting services relating to debt and the funding of capital projects. We do not underwrite securities or offer investment services.

Proceeds of the financing will be used to refinance the City's 2007 Local Improvement Bonds (Anthem at Mesquite) for debt service savings.

Services to be rendered by JNA to the City for the financing include, but are not limited to:

- Oversight of the financing process
- Preparation of a financing schedule
- Assistance with the selection of other bond issuance participants
- Evaluate the financing in relation to the City's SID policies
- Financial analysis preparation and evaluation (amortization schedules, assessment coverage ratios, sources/uses of funds, etc.)
- Coordinate debt repayment schedules of the City with receipt of assessment payments
- Evaluate financing options
- Evaluate additional refunding opportunities
- Development of the various terms and conditions of the financing
- Assistance in preparing documentation for authorization of the financing
- Assist with the preparation of a Preliminary Official Statement and Final Official Statement for the financing
- Review and recommend financing terms to the City
- Preparation of closing instructions and wiring of funds

- Participation on conference calls
- Attendance at meetings of staff, the City Council, and other financing professionals as requested

Term of Engagement Agreement

This engagement between the City and JNA shall become effective as of the date of its acceptance as provided below and the end shall be 30 days after the closing date of the transaction. Any extensions must be mutually agreed upon by all parties in writing.

Compensation and Out-of-Pocket Expenses

The fee for the financing will be between \$30,000 and \$35,000. The fees do not include out of pocket expenses such as overnight mail, copying, or travel-related expenses. Such items will be included on the bill as reimbursable items. Financial advisory fees for the project are due on or after closing.

Should the financing be cancelled for any reason prior to completion, we will invoice for our time performed plus any reimbursable out-of-pocket expenses.

Fiduciary Duty

JNA is registered as a Municipal Advisor with the SEC and the Municipal Securities Rulemaking Board ("MSRB"). As such, JNA has a Fiduciary duty to the City and must provide both a Duty of Care and a Duty of Loyalty that entails the following:

Duty of Care:

- exercise due care in performing its municipal advisory activities;
- possess the degree of knowledge and expertise needed to provide the City with informed advice;
- make a reasonable inquiry as to the facts that are relevant to the City's determination as to whether to proceed with a course of action or that form the basis for any advice provided to the City; and
- undertake a reasonable investigation to determine that JNA is not forming any recommendation on materially inaccurate or incomplete information; JNA must have a reasonable basis for:
 - any advice provided to or on behalf of the City;
 - any representations made in a certificate that it signs that will be reasonably foreseeably relied upon by the City, any other party involved in the municipal securities transaction or municipal financial product, or investors in the City's securities; and
 - any information provided to the City or other parties involved in the municipal securities transaction in connection with the preparation of any offering documents.

Duty of Loyalty:

JNA must deal honestly and with the utmost good faith with the City and act in the City's best interests without regard to the financial or other interests of JNA. JNA will eliminate or provide full and fair disclosure (included herein) to the City about each material conflict of interest (as applicable). JNA will not engage in municipal advisory activities with the City as a municipal entity, if it cannot manage or mitigate its conflicts in a manner that will permit it to act in the City's best interests.

Conflicts of Interest and Other Matters Requiring Disclosures

- As of the date of the Agreement, there is an actual or potential conflict of interest that JNA is aware of that may be viewed to impair its ability to render unbiased and competent advice or to fulfill its fiduciary duty regarding the fee structure. Additionally, if JNA becomes aware of any other potential conflicts of interest that arise after this disclosure, JNA will disclose the detailed information in writing to the City in a timely manner.

Specifically,

- JNA's compensation for municipal advisory activities to be performed is contingent on the size or closing of any transactions as to which JNA is providing advice. This may be considered a conflict of interest. This potential conflict of interest will not impair JNA's ability to render unbiased and competent advice or to fulfill its fiduciary duty.
- The fee paid to JNA increases the cost of financing to the City. The increased cost occurs from compensating JNA for municipal advisory services provided.
- JNA does not act as principal in any of the transaction(s) related to this Agreement.
- During the term of the municipal advisory relationship, this agreement will be promptly amended or supplemented to reflect any material changes in or additions to the terms or information within this agreement and the revised writing will be promptly delivered to the City.

Material Conflicts to be Considered

- JNA does not have any affiliate that provides any advice, service, or product to or on behalf of the client that is directly or indirectly related to the municipal advisory activities to be performed by JNA;
- JNA has not made any payments directly or indirectly to obtain or retain the City's municipal advisory business;
- JNA has not received any payments from third parties to enlist the recommendation to the City of its services, any municipal securities transaction, or any municipal finance product;
- JNA has not engaged in any fee-splitting arrangements involving JNA and any provider of investments or services to the City;
- JNA's compensation for municipal advisory activities to be performed is contingent on the size or close of any transactions as to which JNA is providing advice;
- JNA does not have any other engagements or relationships that might impair JNA's ability either to render unbiased and competent advice to or on behalf of the City or to fulfill its fiduciary duty to the City, as applicable; and
- JNA does not have any legal or disciplinary event that is material to the City's evaluation of the municipal advisory or the integrity of its management or advisory personnel.

Legal Events and Disciplinary History

JNA does not have any legal events and disciplinary history on its Form MA and Form MA-I, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations, and civil litigation. The City may electronically access JNA's most recent Form MA and each most recent Form MA-I filed with the Commission at the following website: www.sec.gov/edgar/searchedgar/companysearch.html.

There have been no material changes to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed with the SEC.

Recommendations

If JNA makes a recommendation of a municipal securities transaction or municipal financial product or if the review of a recommendation of another party is requested in writing by the City and is within the scope of the engagement, JNA will determine, based on the information obtained through reasonable diligence of JNA whether a municipal securities transaction or municipal financial product is suitable for the City. In addition, JNA will inform the City of:

- the evaluation of the material risks, potential benefits, structure, and other characteristics of the recommendation;
- the basis upon which JNA reasonably believes that the recommended municipal securities transaction or municipal financial product is, or is not, suitable for the City; and
- whether JNA has investigated or considered other reasonably feasible alternatives to the recommendation that might also or alternatively serve the City's objectives.

If the City elects a course of action that is independent of or contrary to the advice provided by JNA, JNA is not required on that basis to disengage from the City.

Record Retention

Effective July 1, 2014, pursuant to the Securities and Exchange Commission (SEC) record retention regulations, JNA is required to maintain in writing, all communication and created documents between JNA and the City for five years.

If there are any questions regarding the above, please do not hesitate to contact JNA. If the foregoing terms meet with your approval, please indicate your acceptance by executing two copies of this letter and returning one copy to us.

Our objective is to have the proposed transaction proceed as smoothly as possible for the City. We look forward to working with you and thank you for this opportunity to be of service to the City. Please call me at 702-294-5100 if you have any questions.

Sincerely,



Martin R. Johnson
President

MRJ:jgp

Agreed to and Accepted as of _____:

Date

By: City of Mesquite, Nevada

Authorized Signature and Title

June 14, 2016

David Empey
City of Mesquite
10 E. Mesquite Blvd.
Mesquite, NV 89027

Re: Underwriter Engagement Relating to Potential Municipal Securities Transaction
City of Mesquite, Special Improvement District 07-1 (Anthem) Local Improvement Bonds, Series 2016

Dear Dave:

The City of Mesquite (the “Issuer”) and Stifel, Nicolaus & Company, Incorporated (“Stifel”) are entering into this engagement letter to confirm that they are engaged in discussions related to a potential issue of (or series of issuances of) municipal securities related to Special Improvement District 07-1 (Anthem) Local Improvement Bonds, Series 2016 (the “Issue”) and to formalize Stifel’s role as underwriter with respect to the Issue.

Engagement as Underwriter

The Issuer is aware of the “Municipal Advisor Rule” of the Securities and Exchange Commission (“SEC”) and the underwriter exclusion from the definition of “municipal advisor” for a firm serving as an underwriter for a particular issuance of municipal securities. The Issuer hereby designates Stifel as an underwriter for the Issue. The Issuer expects that Stifel will provide advice to the Issuer on the structure, timing, terms and other matters concerning the Issue.

Limitation of Engagement

It is the Issuer’s intent that Stifel serve as an underwriter for the Issue, subject to satisfying applicable procurement laws or policies, formal approval by the Issuer, finalizing the structure of the Issue and executing a bond purchase agreement. While the Issuer presently engages Stifel as the underwriter for the Issue, this engagement letter is preliminary, nonbinding and may be terminated at any time by Issuer, without penalty or liability for any costs incurred by the underwriter, or Stifel. Furthermore, this engagement letter does not restrict the Issuer from entering into the Issue with any other underwriters or selecting an underwriting syndicate that does not include Stifel.

Disclosures Required by MSRB Rule G-17 Concerning the Role of the Underwriter

The Issuer hereby confirms and acknowledges each of the following concerning the role that Stifel would have as an underwriter:

- (1) Municipal Securities Rulemaking Board (“MSRB”) Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors;
- (2) the underwriter’s primary role is to purchase securities with a view to distribution in an arm’s-length commercial transaction with the issuer and it has financial and other interests that differ from those of the issuer;
- (3) unlike a municipal advisor, the underwriter does not have a fiduciary duty to Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of Issuer without regard to its own financial or other interests;

- (4) the underwriter has a duty to purchase securities from Issuer at a fair and reasonable price, but must balance that duty with its duty to sell municipal securities to investors at prices that are fair and reasonable; and
- (5) the underwriter will review the official statement for Issuer’s securities, and complete requisite due diligence, in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the transaction.

Disclosures Concerning the Underwriter’s Compensation

The underwriter will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the Issue. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Issue. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriter may have an incentive to recommend to Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

Conflicts of Interest Disclosures

Stifel has not identified any additional potential or actual material conflicts that require disclosure.

Disclosures Relating to Complex Municipal Securities Financing

Since Stifel has not recommended a “complex municipal securities financing” to the Issuer, additional disclosures regarding the financing structure for the Issue are not required under MSRB Rule G-17.

However, if Stifel recommends, or if the Issue is ultimately structured in a manner considered a “complex municipal securities financing” to the Issuer, this letter will be supplemented to provide disclosure of the material financial characteristics of that financing structure as well as the material financial risks of the financing that are known to us and are reasonably foreseeable at that time.

We look forward to working with you and the City.

Sincerely,



Stephen E. Heaney
Director of Public Finance



Jake Campos
Director

Issuer accepts and acknowledges the foregoing.

Accepted and Executed:

Dave Empey
Finance Director / Treasurer

Date

City of Mesquite, Nevada
Special Improvement District Refunding Bonds
(Anthem at Mesquite)
Series 2016
Transaction Summary

Bond Year	Outstanding Bonds				Proposed Bonds				Net Savings
	Principal	Rate	Interest	Total	Principal	Rate	Interest	Total	
2017	\$255,000	5.850%	\$621,420	\$876,420	\$400,000	3.000%	\$309,428	\$709,428	\$166,992
2018	270,000	5.850%	606,503	876,503	350,000	3.000%	359,314	709,314	167,189
2019	285,000	6.000%	590,708	875,708	360,000	3.000%	348,814	708,814	166,894
2020	305,000	6.000%	573,608	878,608	375,000	3.000%	338,014	713,014	165,594
2021	320,000	6.000%	555,308	875,308	385,000	3.000%	326,764	711,764	163,544
2022	340,000	6.000%	536,108	876,108	395,000	3.250%	315,214	710,214	165,894
2023	360,000	6.000%	515,708	875,708	410,000	3.250%	302,376	712,376	163,331
2024	380,000	6.000%	494,108	874,108	420,000	3.250%	289,051	709,051	165,056
2025	405,000	6.000%	471,308	876,308	435,000	3.500%	275,401	710,401	165,906
2026	430,000	6.000%	447,008	877,008	450,000	3.500%	260,176	710,176	166,831
2027	455,000	6.000%	421,208	876,208	465,000	3.625%	244,426	709,426	166,781
2028	480,000	6.150%	393,908	873,908	485,000	3.700%	227,570	712,570	161,338
2029	510,000	6.150%	364,388	874,388	500,000	3.750%	209,625	709,625	164,763
2030	545,000	6.150%	333,023	878,023	520,000	3.800%	190,875	710,875	167,148
2031	575,000	6.150%	299,505	874,505	540,000	3.850%	171,115	711,115	163,390
2032	615,000	6.150%	264,143	879,143	560,000	3.900%	150,325	710,325	168,818
2033	650,000	6.150%	226,320	876,320	580,000	3.950%	128,485	708,485	167,835
2034	690,000	6.150%	186,345	876,345	605,000	4.100%	105,575	710,575	165,770
2035	735,000	6.150%	143,910	878,910	630,000	4.100%	80,770	710,770	168,140
2036	780,000	6.150%	98,708	878,708	655,000	4.100%	54,940	709,940	168,768
2037	825,000	6.150%	50,738	875,738	685,000	4.100%	28,085	713,085	162,653
	<u>\$10,210,000</u>		<u>\$8,193,975</u>	<u>\$18,403,975</u>	<u>\$10,205,000</u>		<u>\$4,716,343</u>	<u>\$14,921,343</u>	<u>\$3,482,632</u>
	105,296	Plus: Accrued Interest to Redemption Date					Less: Net Cash Contributed		(486,175)
	102,100	Plus: Redemption Premium					Plus: Miscellaneous		<u>4,952</u>
	335,963	Plus: Transaction Costs					Net Savings		\$3,001,409
	(62,185)	Less: Bond Premium							
	<u>(486,175)</u>	Less: Net Cash Contributed							
	<u>10,205,000</u>	Total Cost of Refunding							
							Effective Interest Rate (Refunded)		6.364%
							Effective Interest Rate (Refunding)		3.838%
							Present Value Savings		\$1,932,349
							PV Savings %		18.935%



July 05, 2016

Technical Review Meeting Agenda Item 11.

Subject:

Public Comments

Petitioner:

Andy Barton, City Manager

Staff Recommendation:

None

Fiscal Impact:

None

Budgeted Item:

No

Background:

None

Attachments:

None



July 05, 2016

Technical Review Meeting Agenda Item 12.

Subject:

Adjournment

Petitioner:

Andy Barton, City Manager

Staff Recommendation:

None

Fiscal Impact:

None

Budgeted Item:

No

Background:

None

Attachments:

None