



**Mesquite City Council**  
**Regular Meeting**  
**Mesquite City Hall**  
**10 E. Mesquite Blvd.**  
**Tuesday, August 09, 2016 - 5:00 PM**

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*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.*

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## **Ceremonial Matters**

- INVOCATION
- PLEDGE OF ALLEGIANCE

## **Public Comments**

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1. Public Comments

## **Consent Agenda**

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*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.*

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2. Consideration for Approval of the August 9, 2016 Agenda, the July 12, 2016 Regular City Council Meeting Minutes and the July 19, 2016 Technical Review 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

4. Consideration of Approval of a Beer, Wine, Spirit Based Product Off-Sale and a Full Liquor On-Sale liquor license for Rising Star Sports Ranch Resort, 333 N. Sandhill Blvd.

- Public Comment
- Discussion and Possible Action

5. Consideration of Bid Award for the 2016 Mesquite Phase I Street Reconstruction Project.

- Public Comment
- Discussion and Possible Action

## **Special Items**

6. Presentation by the Bureau of Land Management regarding recent BLM activities in the Gold Butte area and other matters properly related thereto.

- Public Comment
- Discussion and Possible Action.

7. Presentation of updates for the City of Mesquite Emergency Operation Plan.

- Presentation
- Public Comment
- Discussion and Possible Action

## **Resolutions & Proclamations**

8. Consideration of Approval of Resolution No. 903, adopting Supplemental No.1 to Interlocal Agreement (MES04A15) for the Virgin River Flood Wall between the City of Mesquite and the Clark County Regional Flood Control District.
  - Public Comment
  - Discussion and Possible Action
  
9. Consideration of Approval of Resolution No. 904, adopting an Interlocal Contract (No. 911) between the City of Mesquite and the Regional Transportation Commission for maintenance and reconstruction of City of Mesquite Roads.
  - Public Comment
  - Discussion and Possible Action
  
10. Consideration of Approval of Resolution 905, an Interlocal Agreement between Clark County and the City of Mesquite for SERC (State Emergency Response Commission) Grant.
  - Public Comment
  - Discussion and Possible Discussion
  
11. Consideration of Approval of Resolution 906, an Interlocal Agreement between Clark County Fire Department and the City of Mesquite for Urban Areas Security Initiative (USAI).
  - Public Comments
  - Discussion and Possible Action

## **Department Reports**

12. Mayor's Comments

13. City Council comments and Staff Reports

## **Zoning Items**

14. Consideration of the Adoption of Bill No. 502 (Medical Marijuana Separation Requirements) as Ordinance No. 502 to amend Mesquite Municipal Code Section 9-15-8 Location Restrictions and Section 9-8-8 Separation Requirements by inserting language to exempt schools, community facilities, and residential zones, from the separation requirements if they knowingly choose to locate closer to existing medical marijuana establishments.
  - Public Hearing
  - Discussion and Possible Action

## **Administrative Items**

15. Approval for an emergency hire for a full time Police Officer
  - Public Comment
  - Discussion and Possible Action
16. Consideration of the Adoption of Bill 504 as Ordinance 504 amending Title 1 of the Mesquite Municipal Code "Administration"; amending Chapter 8 "Elections and Districts"; amending Section 19 "Primary and General Elections"; and other matters properly related thereto.
  - Public Hearing
  - Discussion and Possible Action
17. Presentation on exploration of adopting a City Charter, Process and Procedures, and other matters properly related thereto.
  - Public Comment
  - Discussion and Possible Action

## **Public Comments**

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## 18. Public Comments

# **Adjournment**

## 19. 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.*

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

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

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

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

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

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" 10<sup>th</sup> 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.



August 09, 2016

## City Council Regular Agenda Item 1.

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**Subject:**

Public Comments

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**Petitioner:**

Andy Barton, City Manager

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**Staff Recommendation:**

None

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**Fiscal Impact:**

None

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**Budgeted Item:**

No

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**Background:**

None

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**Attachments:**

None



## City Council Regular Agenda Item 2.

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### **Subject:**

Consideration for Approval of the August 9, 2016 Agenda, the July 12, 2016 Regular City Council Meeting Minutes and the July 19, 2016 Technical Review Meeting Minutes.

- Public Comment
- Discussion and Possible Action

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### **Petitioner:**

Tracy E. Beck, City Clerk

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### **Staff Recommendation:**

Approve the August 9, 2016 Agenda, the July 12, 2016 Regular City Council Meeting Minutes and the July 19, 2016 Technical Review Meeting Minutes.

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### **Fiscal Impact:**

None

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### **Budgeted Item:**

No

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### **Background:**

None



August 09, 2016

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**Attachments:**

July 12, 2016 Regular City Council Meeting Minutes  
July 19, 2016 Regular City Council Meeting Minutes



# **Mesquite City Council**

## **Regular Meeting**

### **Mesquite City Hall**

#### **10 E. Mesquite Blvd.**

#### **Tuesday, July 12, 2016 - 5:00 PM**

Minutes of a scheduled meeting of the City Council held on Tuesday, July 12, 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 and Kraig Hafen. Also, in attendance were; Finance Director David Empey, Development Services Director Richard Secrist, City Attorney Robert Sweetin, City Clerk Tracy Beck, other city staff and approximately 27 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.)

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## **Ceremonial Matters**

- INVOCATION - Pastor Rick Casebolt - Mesquite United Methodist Church
- PLEDGE OF ALLEGIANCE

## **Public Comments**

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## 1. Public Comments

[5:01 PM] Minutes:

Mayor Litman opened the meeting to Public Comments.

[5:02 PM] Minutes:

Art Pereida: I am a candidate for Mayor, and I am here representing the Mesquite Veterans Center. I am here promoting the Mesquite Memorial new park that we are going to have here, and if you can see on the flyer, they started construction today laying some water lines, taking out some water lines, and tomorrow according to Mr. Montoya they are going to be putting in the Veterans Memorial Park sign in the morning. If you are not familiar with what this is, we are selling -- the bricks they are passing around, we are selling bricks here where you can honor a veteran or you can promote and sponsor the site. You get three lines, the name of the veteran, their rank, their military, the years they served, or if you want to promote or contribute to building this, this would be great. The bricks are \$50 a piece, and right now we have ordered bricks in lots of 50. We are in the process of ordering another 50, so we are going to have 100 bricks that will be laid and this will be over by the Veterans Memorial Park where the flags are by the cemetery, and this is going to add to the existing area. This up here in the top, those are where the flags are. That's the existing wall. So this 6 foot pillar, I'm 5'10", it's going to be about 6 feet high with a huge American Eagle on the top with a 6-foot wingspan. Here you are going to have some names of the Mesquite Veterans. On the bricks you can have any name you would like. Like my brother of Northern California, I have five high school veterans from Fullerton, California; we are going to put our bricks together. You know, so this gives you an opportunity to honor the veterans, all veterans, the Korean War, the Civil War, whatever, if you had somebody in a conflict or in a war, this is a time to honor them. Tomorrow the sign will be delivered. The press, you are welcome to come, document, takes some pictures. I'm going to be there. Mr. Litman, you are a veteran, anybody who is a veteran; please, you are welcome to come. There's not going to be a band or anything, but hopefully we will have this finished before July of next year, and right now we are looking at for the presentation and the having the honor guard, that we are going to try get a military band to help us bring in everything, so hopefully everything will pull together. Do we have any questions?

Mr. Montoya said it's going to be early in the morning. I'm going to be out there about 7:00, 6:00, because they start work at 6:00/7:00 anyway, so I'm going to be out there. Also, we have now a website. The Mesquite Veterans Center has a website, and it is [www.mesquiteveteransmemorial.com](http://www.mesquiteveteransmemorial.com). Again, that is [www.mesquiteveteransmemorial.com](http://www.mesquiteveteransmemorial.com). Come on in. Visit. Take a tour. We have photos; we have links to the Korean War, to the Veterans War, to VFW, the Veterans of Modern Warfare, etc., etc. I thank you very much. I hope to see

many of you tomorrow morning.

[5:08 pm] Minutes:

Teri Nehrenz (and Barbara Ellestad): My name is Jewel. This lovely lady here. She brought us all the way from Mistakey, Alabama, to entertain you all on the 28<sup>th</sup>. We're going to be over at the Eureka, a.k.a. The International House of Grits over there at the Grand Canyon room. I just got to let this woman know, who did you send here two weeks ago? That woman was stiff as a board up here, and I think she may given you all the wrong impression about what kind of fun we're going to have that night. What was her name?

Barbara Ellestad: Jewel.

Jewel: No, that's my name. The girl you sent two weeks ago.

Barbara Ellestad: Well, we fired her as a reporter so –

Jewel: What was her name?

Barbara Ellestad: Teri.

Jewel: Get rid of her. Don't ever put her in public. She ain't no good.

[5:10 pm] Minutes:

Barbara Ellestad: We found that out. We fired her. We're taking you on as a new reporter. After the performance on July 28<sup>th</sup>, we are bringing you out of the grits. We're bringing you into the real world.

Jewel: Well, listen here. Before you do that, I got to tell you all Madame Whoopi told me, Madame Whoopi, now she's a palm reader down on Route 14 in Mistakey, Alabama. Madame Whoopi told me that you all need to really support this Mesquite Reads Literacy Program. 'cause here's what's going to happen. One of these days these kids are going to grow up, and they're going to have our power of attorney, and you don't want no shyster lawyers having them sign away a kidney or something on the black market, do you?

Barbara Ellestad: These kids are going to pay your Social Security.

Jewel: That's right. So, here it is. Support Mesquite Reads, 'cause Hooked On Phonics ain't never worked for me. Okay. You all understand now. Tickets are only \$25. It is for a good cause. These youngins need our help.

Barbara Ellestad: Good reporters are hard to find. We do want to caution everyone that on July 28<sup>th</sup>, we are going to manage to insult just about everyone. We have the Martian Tabernacle Choir. We are going to insult shyster lawyers,

kind of like the one over here. We are going to insult Indians. We are going to insult transvestites. We are going to insult men, women, and politicians.

Jewel: Sailors, smokers and beer drinkers.

Barbara Ellestad: Yeah, we're going to get them all. It's all in great fun. We at the Mesquite Local News as part of our community involvement are very excited about supporting Mesquite Reads, because in the newspaper business we need people that can read, so this is self-preservation. This is Jewel. She is the star of the performance. We insult trailer parks. We got it all.

Jewel: We'll see you there, 5:00 on the 28<sup>th</sup> over at the Eureka now. See you all. Have a good day now, folks.

[5:12 pm] Minutes:

Barbara Ellestad: Please join us for a great night of fun and just a great way to support one of the best charities and non-profits in Mesquite through Mesquite Reads and just remember, it's for the kids. Thank you.

## **Consent Agenda**

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*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.*

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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

[5:12 PM] Minutes:

Mayor Litman read this item by its title and asked for a motion on Items 2 and 3.

**Council member Withelder moved to Approve the Consent Agenda Items 2 and 3. 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
  - Public Comment
  - Discussion and Possible Action

**THIS ITEM WAS INCLUDED IN THE APPROVAL OF THE CONSENT AGENDA.**

## **Department Reports**

4. Mayor's Comments

[5:13 PM] Minutes:

Mayor Litman: I do want to make a couple of comments tonight. In lieu of all the activity we have had around the country, which has been very, very negative in the last couple of weeks, so I wrote up just a little something to say. So Mesquite, Nevada is not Mesquite, Texas, but in the minds of a deranged individual or individuals, it could be. We're very fortunate that what has befallen many communities across this country has so far passed us by. St. Joseph, Michigan, St. Louis, Missouri, Mesquite, Texas, and so on have experienced the evil that plagues America. We as a community must not stick our heads in the sand and believe it could not happen here. We're not exempt. We must be more vigilant than ever. We need to be the eyes and the ears of our police and fire departments. Public safety employees are always in harm's way. We have the best police and fire personnel in Nevada, but they can't do it all. Mesquite needs to work together as a community, be aware of our surroundings, know your neighbors as best we can, and above all support those who are sworn to protect us. They go above and beyond, and we must do the same. To think evil cannot come here is foolish thinking. Be thankful we have the very best supporting us. We all need to go about our daily lives, but make sure we don't do it with our blinders on, and always make sure you thank our police officers and our firemen and our first responders for their service. Thank you.

5. City Council and Staff Comments and Reports

[5:14 PM] Minutes:

Mayor Litman asked City Council if they had any comments.

[5:15 PM] Minutes:

Council member Withelder: I would like to take this time to humbly thank the Pulle family and all the employees at the Eureka for the fabulous job they did on the 4<sup>th</sup> of July. If you weren't there, you missed something, but it was an absolute fabulous tribute to the United States, and they did a wonderful job promoting Mesquite and especially the Stars and Stripes and everything associated with America. So my hats off to the Pulle Family and all the employees at the Eureka. Thank you.

[5:23 PM] Minutes:

Travis Anderson: (Slide Presentation) Travis Anderson, City Engineer. Tonight, I would like to give you just a quick little briefing of the 118 that has been happening. We've prepared a quick little PowerPoint presentation of what has happened and a little bit of the review. We'll go through just real quickly some of the funding, the important dates, project elements, innovations, overcoming some of the challenges in the partnering that has happened throughout this project.

First of all the funding, the funding was provided by the Southern Nevada Regional Transportation Commission through the Fuel Revenue Indexing Project. The Engineering and Construction costs were approximately \$20 million, and that left the construction bid amount at \$14.7 million. We have had a few change orders on this project, and as of July 1<sup>st</sup>, they were around \$300,000, which is approximately 2% of the construction bid amount, which is really good. We've been really fortunate with a great contractor. We have had some great partnering on this. It's been a really great project.

Some important dates, as we went through this. Horrocks Engineering, which is our engineering admin consultant, they created the request for proposals. That was approved by Council on October 14, 2014, and then Meadow Valley Contractors was awarded the project on August 11, 2015. We had two notices to proceed, because this was a design/build project, so the design notice was on September 16, 2015, and then actual construction started with the notice to proceed December 9, 2015. The original substantial completion was dated for June 24<sup>th</sup>. We did have a few little setbacks which pushed that substantial completion to July 8<sup>th</sup>, which was last Friday, and right now we are in the 30 day punch list period which will end August 8, 2016. Those punch list items do include some painting, but mostly it's smaller striping things.

Project elements went with grading. You can see here also grading of the shoulders, some work being done, and also with storm drain culverts under I 115, concrete work. This is of the arch footing being cast. Then setting the actual arch bridge structure itself, and then with the MSC walls that were placed, and actually the last one is paving. This picture right here is looking from the south towards the north with the on and off ramps and then right across Lower

## Flat Top.

We have had a couple of really awesome innovations with this project. The first one was with the arch segment bridge. To my knowledge, this is the only bridge in Nevada which incorporates arch segments for actual travel. There's a couple up at I-80 and also some with the new I-11 which will be wildlife crossings, but this is the first one. When we were looking at this, I always like to think of this as our own little gateway to Mesquite, something innovative and really unique.

The next innovation helped us out tremendously. It was being able to transport the soil under I 15. This happened through enlarging the culvert sizes under I 15. Then with the conveyor belt system, they transported the soil under. This helped the city of Mesquite greatly by keeping truck traffic off of the exit 120 roundabouts. This really made life a lot better, as we didn't have the trucks clogging up that intersection. So this was a very awesome innovation, and we were really happy that worked out.

In this project, though, we did have a few challenges, but with every challenge we were excited on what happened with that, because with our schedule -- this was a really tight schedule. From December to July 1<sup>st</sup>, this was a 7-month schedule. To do an actual bridge like this unheard of. This was a really tight schedule. The contractor NDOT, City of Mesquite, we all came together, and they made it happen, and it was really, really a great process. Next one, we had a little bit of a challenge with was the concrete MSC panels. They're a precast system, and with those there are form liners that goes on those for aesthetics with the bridge. Well, we had a few of those which actually got precast wrong, and they were at the very first. When we started the backfill, we noticed that. The reason I bring this up is being able to overcome that is the contractor revised their schedule, came up with a recovery schedule, worked overtime, and was able to accelerate their schedule. So again, partnering with the contractor really worked out well. The next thing was the arch footing failure. This one we had, when they started to set the arch segments, they got halfway through the first night and noticed that it started to crack along the joint of the footing. This was really detrimental, because they actually had to take out the segments that they already set up and start over. I bring this up because this really helped it -- well, overcoming the challenge, because the contractor with their designer, Atkins. We also went through NDOT, and we were able to repair this and have the arch segments going back up in 7 days. That's unheard of to get a redesign and approval from NDOT and the contractor getting this back in. They used a high strength early yield concrete which made it so they could set those in. This was really impressive, and I was really happy with the result of what happened here.

Like I said the partnering with all of these groups, Mesquite, Nevada DOT, the RTC, and Horrocks Engineering. Then American Civil Contractors is the parent name for Meadow Valley Contractors, so that's why you are seeing that there,

but along with their subs, GES doing the testing, Slater Hanifan, also doing the construction management with Horrocks Engineering. It was such a great partnering workshop. I don't say this a whole lot. With me, this is one of the best jobs I have ever done. Every contract job you are going to have challenges, but the ability to work with each other. We've all kind of heard horror stories with NDOT or whatever. Not on this job. We've had a great working relationship with NDOT, with the contractor. It all worked out really well. I've been extremely happy with the results of this.

The last thing I want to point is we're going to have a ribbon cutting ceremony on July 21<sup>st</sup>. Time will be at 9 a.m. out at exit 118. The one element that I haven't been able to show you here is the aesthetics of this bridge. We've had the unique setting with the arch segments of doing quite a picturesque type of situation. On the one side, we are going to have mesas depicted. In the middle will be the river going through, and on the other side we'll have mountains depicted. So it's kind of like you're driving through our community. Now the painting of these won't happen until the 18<sup>th</sup>. That's one of the items on the punch list. So you're going to actually have to come out to the ribbon cutting to enjoy this aesthetic treatment. It's really going to look awesome, and we're again excited for that. So I want to invite everyone out July 21<sup>st</sup>, 9 a.m., and come to check it out. And with that I'll field any questions if there are or sit down.

## **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

[5:24 PM] Minutes:

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

[5:25 PM] Minutes:

Mr. Secrist: Representatives from the Library District and their design team are here tonight. Pugsley Simpson Coulter Architects are the designers, and Sean Coulter here with their design team that's going to walk you through this proposal, and then I'll, of course, be around for questions after.

[5:26 PM] Minutes:

Sean Coulter: Pugsley Simpson Coulter Architects, the architect for the Library District on the project. So I just want to take about 5 minutes to kind of explained

the project so you understand it, and then I'm here to answer any questions that you have. So first what we're looking at is a 16,000 square foot new library building, but we're also looking at taking the existing library and converting that to what we're calling a learning center. And so we see these two buildings, the existing library and the new library as kind of a campus feel to this part of town. So what you're seeing here is we have the existing library located here and then the new library is the gray area that you see here with the site around that. So one of the things that we're looking at is the connection between the existing and the new by creating a kind of a paved or patterned crosswalk across the street there, which is West First North Street. Then it gets into the site, and the site we're looking at creating a public plaza out front, and so that public plaza we see events happening like art fairs, things like that. Something that's very community focused, as we kind of walk our way across the campus here. Then we also have, what we're proposing is on street parking, and we've been working with the redevelopment agency here, talking with them about that, and then of course looking at the existing pathway here and rerouting the pathway just a little bit so we can get parking on the site. And then we could create another crosswalk here to connect to the other side of the street for the trail system there. A couple of things about the site is that we have some onsite parking located to the east here, and with the combination between the onsite parking and the offsite/street parking is more than enough to accommodate the parking for the new library, as well as we have parking for the existing library that we would still have for the library area here.

So a couple of things. The new library like I said is about 16,000 square feet of program space, and we want to architecturally kind of keep that on a very, very kind of low profile streamlined look. I will talk about the elevations here for a second. This is the main entry. As you're walking from West First North Street, looking at the main entry of the elevation, so you can see the library is very low horizontal. We wanted to play off of the geology in the valley. You know, we have the Mesa we wanted to play off of and also we have these substantial overhangs that create shade. Now, we're kind of showing this. This is the north elevation, so in reality you wouldn't see the sun hitting it as hard as you see it here. We just wanted to show you the elevation lit up. We have the main entry located here. We also have a lot of glazing on the north and south side of the building. What we're trying to do is we want this to be a LEED certified building, and one of the requirements for that is natural daylight. So we're trying to open that up on the north and south side of the building. If we go back to the site plan real quick, we are keeping the building kind of long in the east/west orientation to allow the daylight to come into the south and the north and create some nice interior spaces as well. In terms of materials, we're looking at a lot of glazing. We're also looking at potentially some CMU, some small amounts of stone and potentially metal siding, so the kind of reddish-orange that you see there would be the metal siding for the building.

Then just quickly, this is the floor plan. What we are looking at programmatically,

I was mentioning earlier that the existing library will be a learning center, so we see a computer lab in there. We also see a conference room and functions that support those, and then in the new library we see it as kind of the family space, the family living room, in a way. And what's really interesting and what's really innovative with libraries anyway is we're going to have a drive-thru located here on the east side, and that drive-thru is where you can pick your books, drop off your books. There's also a café there that we were looking at, so as you pick up a book, you might pick up a cup of coffee, too. So that's one of the really nice things about the library.

We also have a community room, and this community room is large enough to accommodate about 100 people. So that's this kind of portion of the building here. We see that where you can have community events, things like that. It also opens up to a plaza in the back. One of the thoughts is that the library district wants to have a mobile maker station. So basically kind of a mobile learning lab in a way, and we could pull the truck up to the back here and have that as an extension to the library. Then we also have in the central area, very open, because we have glass along the south here, glass along the north, bringing that daylight in, and this is a primary library functions, and then of course we have the admin functions located on the southwest portion of the building. So I guess with that we're taking up about 1.3 acres of the site, and so what you see here kind of along the southern edge. that's kind of our southern boundary that we are proposing here.

And so with that, I'm here to answer any questions you have or if I didn't explain something very clearly, just let me know. I'd be happy to answer.

[5:33 PM] Minutes:

David Ballweg: I'm a candidate for City Council. I'm also on the Architectural Review Committee where we reviewed this before. One of the questions that I had is it seems like there's been some changes since we reviewed this the last time. Looks like the cover over the drive-thru has been removed, or was that just removing part of the prospective so it's easier to view or see?

[5:34 PM] Minutes:

Mr. Coulter: Right now, the cover is still there.

David Ballweg: And it's still there, because it looked like it was removed in some of the drawings.

Mr. Coulter: The prospective was kind of off.

David Ballweg: Okay, thank you.

[5:35 PM] Minutes:

Council member Delaney: I would like to say that I am very excited about the project. I have some granddaughters that absolutely love the library. I think they would live there if they could. and this is going to be an exciting project for the future of Mesquite. And I would like to make the motion that we approve this Architectural and Site Plan Review.

**Council member Delaney moved to approve the Consideration of the 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. Seconded by Council member Withelder.**

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

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

[5:35 PM] Minutes:

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

[5:35 PM] Minutes:

Mr. Secrist: An ALTA survey was recently completed for Parcel 1 and Parcel 2 of the original parcel map for the Church of Jesus Christ and the Latter Day Saints, and these are the parcels that have the existing library and the future library on them. Item 7 and 8 combined are creating two new parcel maps are the original map, and the parcel map for the existing library is subdivided in Parcel 1 and Parcel 2. Parcel 1 is for the existing library in the parking lot. Parcel 2 is for the Library Park. This item Parcel Map 16-004 is for the existing library. So you can see how Parcel 1 is for the building parking lot. This is the second half of this equation, Number 8 Parcel Map 16-005, and it's dividing the existing Parcel 2 into three parcels. Parcel 1 on this map will be where the new library is going, and it's now divided or will be divided so it can be transferred. Parcel 2 is the drainage wash through the site, and then Parcel 3 is the remainder portion of the City's. Basically, these two parcel maps, they take all the information from the ALTA Survey, get all of the easement information, all of the improvements, and prepare these lots for separate ownership. With that, Staff recommends approval of basically Item 7 and Item 8.

[5:38 PM] Minutes:

Council member Delaney: I think we just need to clarify for the public that by dividing these two, if the approval of this library is only going to take Parcel 1, then the City will still own Parcel 2, correct?

[5:38 PM] Minutes:

Mr. Secrist: Two and Three.

[5:30 PM] Minutes:

Council member Delaney: Okay, so the library is only going to be taking the portion that they are going to build the new library on. The City will still own the piece of property that fronts Mesquite Boulevard.

[5:39 PM] Minutes:

Mr. Secrist: That's correct. It's about 1.63 acres where the parcel the Library District is taking; 1.38 acres would remain fronting Mesquite Boulevard that the City will retain.

[5:39 PM] Minutes:

Council member Hafen: First of all, I would just like to thank the Library District for going back, and you know, one of my contingents in the beginning was the City paid way too much in the beginning. We were going to give up all the acreage. So for whatever reason, I guess we don't have as big a facility, but I guess we still have some frontage on Mesquite Boulevard. I do have one other question that I was going to ask before. Is there going to be a lot of anything that needs to be done on the old site for the learning center? Is that pretty well just going to exist as it is?

[5:40 PM] Minutes:

Aaron Baker: That will also be covered in Item 9, but to your point right now; there will be need to be the existing irrigation separated between the two areas. The library district is bearing the cost of that, to bring out the two systems that water the existing park and the existing library.

[5:40 PM] Minutes:

Council member Hafen: So the maintenance of the landscape and all that, it's going to be them?

[5:40 PM] Minutes:

Mr. Baker: Yes, and they are also maintaining the parking lot.

[5:40 PM] Minutes:

Council member Hafen: I know we have agreements like with NDOT to do certain things, I don't know who -- maybe we can get involved in that later. Anyway, appreciate it.

**Council member Hafen to Approve the 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. Council member Delaney seconded the motion.**

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

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

[5:41 PM] Minutes:

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

[5:41 PM] Minutes:

Mr. Secrist: I have covered both. If you have any questions, I'll answer them.

**Council member Hafen moved to approve the 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. Council member Delaney seconded the motion.**

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

## **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 Inter local Agreement and other matters properly related thereto.

- Public Comment
- Discussion and Possible Action

[5:41 PM] Minutes:

Mayor Litman read this item by its title and deferred to Aaron Baker.

[5:42 PM] Minutes:

Mr. Baker: You have before you Resolution 901 that approves an Inter Local Agreement between the City of Mesquite and the Library District. As part of the proposed library project moving forward, there are a number of little housekeeping items. Council member Hafen mentioned some of them earlier, separation of the existing water systems. There's also ingress/egress that we want to make sure are still in place, so we dropped in an Inter Local Agreement with the library district to assure that all those kind of hanging chads are addressed and formalized in an agreement there. So happy to answer any questions you may have about the agreement.

[5:42 PM] Minutes:

Council member Hafen: Just again, once it is built and completed, if the maintenance issues of the landscape, if that's something we can talk to Parks and Rec about.

[5:42 PM] Minutes:

Mr. Baker: Certainly if it's something that works as far as us maintaining that. I know that we do that with, like you said, at NDOT.

**Council member Withelder moved to approve the adoption of Resolution Number 901 between the Las Vegas-Clark County Library District and the City of Mesquite adopting an Inter local Agreement and other matters properly related thereto. Council member Delaney seconded the motion.**

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

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

- Public Comment
- Discussion and Possible Action

[5:43 PM] Minutes:

Mayor Litman read this item by its title and deferred to David Empey.

[5:43 PM] Minutes:

Mr. Empey: Just a brief introduction to this item. Back in September of 2007, a Bond Sale was consummated where \$50,250,000 in City bonds were sold, and at the time in 2007, it was kind of near the top of the bubble, and, you know, several things were going on at that time. These bonds were sold with rather high interest rates that bond holders sought for the risk that they were taking and investing over 30 years. So where we find ourselves today is improving assessed values over there in the Anthem Special Improvement District along with lower interest rates, so things kind of come together where it is a rather ideal time to refinance those bonds, which ultimately will reduce the cost to the property owners which consists of two groups, the developers and also those private parties who have bought property there and are residing in their homes. So this will save a significant amount of costs. I've asked John Peterson of JNA Consulting to come by this evening and give you a little bit of a brief synopsis of what we're about to discuss and hopefully approve to do tonight.

[5:45 PM] Minutes:

John Peterson with JNA Consulting Group: I think Mr. Empey's summary of what we're doing here is very accurate. I would say that the bonds that we originally issued in 2007, I believe were if not the last, one of the very last successful transactions that were done with this structure where basically homeowners are assessed for the cost of various improvements to their homes. They make payments, and those payments are used to repay bonds. As Mr. Empey has pointed out, interest rates have definitely come down since 2007. I think that's just putting it mildly. What's happened in that amount of time, we are seeing very low interest rates, not only here in the U.S., but abroad. There has been some recent activity across the world that have driven rates even lower, so right now we're just looking to really capitalize on those low rates. I would point out that although the bonds would be issued by the City and have the City's name on them, no City funds are at risk when we issue these bonds; they are only paid by the assessments on those property owners. So again no City funds would be at risk. We would structure this so that there would be savings in every year, and again with the idea being that those interest savings, that debt service savings, would accrue to the property owners. I think really it's an opportunity to save some costs for residents of the City, and really I will just pause here and see if there are any specific questions from the Council.

[5:47 PM] Minutes:

Council member Green: What's our time table for the transaction?

[5:47 PM] Minutes:

Mr. Peterson: The contemplated time line would be that this is a first step, and assuming approval by the Council tonight, we would come back likely at the end of summer or early fall for approval of a bond ordinance, and at that point the City would go out and issue bonds. I think in the agenda materials it mentions

Stifel Nicholas as the underwriter. They have some expertise in doing these. They were formally known as Stone and Youngberg, who was the underwriter for the 2007 bond transaction. But that would be the schedule we are looking at this point is hopefully by September, at the very latest October, to try and wrap this up.

[5:48 PM] Minutes:

Council member Green: The sooner the better in respect to the rates.

[5:48 PM] Minutes:

Mr. Peterson: Definitely agree with that.

**Council member Rapson moved to approve the refinancing Anthem Special Improvement Bonds Series 2007 to lower interest expense financing costs for property owners...i.e. homeowners and developer. Council member Withelder seconded the motion.**

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

11. Consideration of the Introduction to Bill 504 (as Ordinance 504) amending the MMC Election Ordinance and to set a date for Public Hearing.

- Discussion and Possible

[5:49 PM] Minutes:

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

[5:49 PM] Minutes:

Mr. Sweetin: With Item 11, I am not sure what the issue is. It's only being agendized for discussion. I think it should've been discussion and possible action but since it's agendized only for discussion. You won't be able to make a vote tonight. So what I did is instead of preparing a couple of ordinances that you would be able to vote on or actually take some action on or just skip it and hold it off for a couple of weeks, I've decided to present a couple of options to the City Council. We can have a discussion. I can get some of your ideas, and then I can bring back probably what would in all reality end up being a better ordinance.

So as we went through - and this just by way refresher of the public comes out of the primary elections, we had an ordinance change in 2011. What that ordinance change did was made it so that you look to the number of votes cast, not voters cast, and that created the question of what are you doing in an at large election? Do you divide by the number of seats, or how do you get there?

It mirrored a State statute that is interrupted to not apply to at large elections, and we have at large elections here in Mesquite.

So for Council, here are the five options. I'll present them. Feel free to interrupt and ask questions as you want, and as I go through these and I'll go through them fairly quickly so we can get out of here.

Item 1 is to keep the current language votes cast. So you would still rely on how many votes are cast in the election, but what you'd do is work in specifics as to how those votes break down per seat. So what we'd have to do is figure out a way that if there are three seats up for election you'd divide by three, similar to what was presented at the canvassing meeting last week. What we'd also have to do under that model is define the word "office", because the State under their statute that follows almost the same language, they define office as one office. So let's say all five City Council seats are up, that's one office under the State's interpretation of that rule. Now, State law hasn't defined it. That's just how the regulatory agencies define the word office. To me that doesn't make a lot of sense, but it does make sense when you're looking at it as there's only one seat available, not in at large elections. So we'd have to change office to each seat that's available. So that's option 1 is keeping that current language as relying on the votes cast. There are other issues that would come up there. We can discuss those, too.

The second would be move to State elections that's more specific to our at large elections. So this is just kind of a derivative of the first. What it would do is essentially create a system where no one could every win a primary outright. All it would do is, and there are cities that follow this model, that a primary election, all it is for is to eliminate surplus candidates, so if you have three seats and you have seven people running, six are going to advance. There's someone, just one person is going to get eliminated. That's another option we could go down.

A third option we could go down is go back to the prior language which the City had before, where you look at the number of voters. The two questions that you have to determine here is do you look to total voters in the election or total voters that voted on the question of Council seats. That can all be determined through the ordinance drafting process. The other part of that is that you'd still need to define the word office to avoid conflicts with State law. There's really only one other jurisdiction that uses that method, and that's Boulder City. We used it here in Mesquite for a long time, and it seemed to work for us just fine. So that may be something that Council would want to do.

The other two are novel ideas that we have not done in Mesquite, and I'll talk to both of them. The first one is divide the City Council into wards. That is permissible under 266. We wouldn't need to go through the charter process to do that, but what we would do, and there probably would be some work involved, because we would have to work through the Secretary of State's office and

probably some other regulatory agencies to define what our wards would be so that we'd have, we have five Council members. There would be five wards. They'd have to be wards that are essentially the same population wise, and then your ward would just vote on your ward Council member. So you would have a specific Council member. With the exception of Boulder City, this is how all the other cities in southern Nevada operate. That's how the County Commission operates. Growing cities and cities that get large, that's how they operate, and the reason for that is simple, because when you have let's say 100,000 residents, if all five of you, plus the Mayor -- the Mayor's always going to be responsible anyway for all residents, but if the five of you are, it becomes a lot more difficult to manage that then when you just have 5 or 10,000, like some of these smaller cities that kind of follow our method. Now we are growing. We're in influx, and that's why I'm presenting these ideas. And I think Mesquite is going to continue to grow. We're currently the fastest growing city in Southern Nevada, so that's something that ought to be considered.

The final option would be run each Council seat as an individual seat. You wouldn't need to necessarily break the Council into wards, but what we could do by ordinance is say we just start at one end and have to be an arbitrary decision that's made, but Council member Rapson would hold Seat 1. Council member Hafen would hold Seat 2. Council member Green would hold Seat 3, and so on down to the end, and then you choose which Council seat you want to run for. Policy-wise, I've talked to a lot of folks in Mesquite and a lot of - you know, I kind of have a large interest in policy and why things are done a certain way. I think the reason we've never done that in Mesquite, and the reason that's not done in a lot of cities, is because what it does is right now the way things are set up when you at large is voters are able to pick the best three candidates or the best two candidates in a race. What happens when you get into seat 1, seat 2, seat 3, and we've seen this with, for example, judicial races. As you say, hey, well that's a weak judge, and I'm not a very good judicial candidate, so I'm going to run against that weak judge. You end up getting seven or eight people running for that one judge seat, and maybe only one or two people running for another seat, and all the people running for that bad judge seat are not necessarily good judges or would make good candidates. So I think that's the policy behind that. With that said, it makes it very easy in elections, because you just have one seat. We can stick to the current ordinance as it exists. We literally need to make no change to that at all. The primary would lead to the final two that come out on top. If someone wins the primary, they win the primary with 50% of the votes cast in that race.

So with that long boring presentation on the five potential options, let me know your thoughts, and I'll go back and I'll get working on drafting anything. Are there any questions that you guys have?

[5:56 PM] Minutes:

Council member Delaney: So, you said if we go to wards, how will that affect the primary? That had been discussed in Mesquite a long time ago and people kind of for whatever reason decided it wasn't a good idea.

[5:57 PM] Minutes:

Mr. Sweetin: It wouldn't affect the primary at all. It would just be another vote in the primary.

[5:57 PM] Minutes:

Council member Delaney: So since we are looking at how the primary is determined, what would separating into wards have to do with that ordinance?

[5:57 PM] Minutes:

Mr. Sweetin: So what would happen right now, this most recent example, there were seven people running total and there were three seats available. That would be impossible if you ran in wards, because there would only be one seat available for each ward. So that would be the difference. So in a primary, what you would do is you would look to the statute on the primary, which says that if you want a majority of the votes cast, then you would just proceed to the general. We could still make a change to that ordinance if we wanted to. We wouldn't have to, but under current law if you want a majority of the votes cast, then you would move forward. You would just look to how many votes were cast in that ward election, and if you won the majority of the votes cast in that ward election, you'd move on. If you didn't then you'd pick the top two, and they would proceed. That's how wards would be different. You wouldn't have to do that math, that dividing by three that we kind of had to get to otherwise to --

[5:59 PM] Minutes:

Council member Delaney: You know, we've never done that before. That was never something that - and I went back. Actually, it's very interesting. If anybody's interested, go to Clark County Elections, it's [clarkcountynv.gov](http://clarkcountynv.gov), and you can look at past elections. There's some really interesting information there. I think that 2001 is the first municipal election that shows up for Mesquite there. The only time that we have ever had - David Bennett was the first one that tested the rule of the 50% of the voters plus 1. We had more than enough, and, then of course then Council member Litman also won, and also Mayor Mark Weir won by a huge margin. I think you said it earlier. You know it's the majority of the voters, and I think the voter's term breaks it down, because I'm sure all of us had people coming saying, well, I only voted for one person. I only voted for two people. So if you divided it by three, those people felt like it wasn't fair, because they were voting at large. Now, if they could only vote per ward, to me it's a little odd if you say, okay, seat 5 is up and seat 2 is up. You know, does everybody get to vote on seat 5 and 2, or is it also an at large?

[5:59 PM] Minutes:

Mr. Sweetin: Yes, they would be at large elections. That is the method by which currently judicial offices are run, so when district court seats or justice court seats are up in Las Vegas or in the County, when those seats are up, you run for that seat. Judges are not selected at large, which means if there are five open judge seats, 20 people and the top five vote getters get to fill those seats. You pick which judge seat you run for, but everybody gets to vote on those judges.

[6:02 PM] Minutes:

Council member Delaney: Well, you know, you said it when you first started out. It worked for us for years. I'm usually of the if it's not broke don't fix it kind of attitude. And you know I have known the four people that were on that Council in 2011 since long before any of us thought about going on Council. I know that they would never have let that part of the ordinance just slide through. Had they been aware of it, the way the introduction was worded, it said nothing about that. It was about moving the election dates, and just because I have been asked all the time since the primaries. Everybody's like what happened, what happened. And I can tell you what happened. We had two newspapers that took it upon themselves to declare an election without any attribution or any siding of any official body and cause a lot of confusion. No election is final until it is canvassed by the Council.

That being said, I think we should go back to the voters plus 1. That is my suggestion. I think Kraig said it at the special meeting. That's the American way to do it. That is a true voice of the people. You know, either way I was going to go on until November. Maybe I should have argued for us to do it the other way. I would have just had one competitor, not five. But let's face it, we have always done it that way, and it worked quite well, and I cannot imagine any one of these gentlemen saying no we're going to screw everybody up. Quite frankly, I think it was one last up yours from a previous administration that that got slipped in there as they were trying to get the dates changed, and you know, unless we're going to move to wards, which I'm not completely unopposed to that, because I think you can represent the people that you live around. You know, I'm not necessarily in favor of it, either. But I think we should stick with the 50% plus 1, and that's what I have to say about that.

[6:03 PM] Minutes:

Council member Rapson: I think the wards are not the right answer for a small town like Mesquite. There's gerrymandering. The growth is going to be on the one side of the freeway right now, because you can't grow south very much, so there's going to be a continual changing of lines to get the population right; that's ripe for corruption and gerrymandering, so to speak. I agree 100% with Mr. Sweetin's analysis of a weak candidate, and you're going to have a whole boatload chasing the weak candidate, and you won't have anybody running

against the strong candidate, and I don't think that serves the City. I think you have the best candidates and all of the citizens can have the input and vote for the best candidates, the best three. Done. So I know I'm out on those two, on the districts or the wards. I do not support those at all, and frankly, I don't care about the voters' votes. It doesn't matter to me.

[6:04 PM] Minutes:

Council member Withelder: Mr. Sweetin, are you going to put this in print, so we have a chance to really study it and read it?

[6:04 PM] Minutes:

Mr. Sweetin: Yes I can. It's just a very brief piece of paper, but what I can do is do a further analysis and mail it out to Council members, and I'll give a copy to the City Clerk, so it's available to the public and attached to the minutes of tonight's meeting. So I can do that, yeah.

[6:04 PM] Minutes:

Council member Withelder: What are you proposing for the date for the Public Hearing?

[6:04 PM] Minutes:

Mr. Sweetin: Well, I'm going to go back, and I'm going to draft an ordinance based on your comments. By the next Council meeting, I'll have those on, and certainly we can continue the debate. For example, if we went with Council member Delaney's option, go back to voters. Right now no one has expressed strong dissent against that, so let's just assume we pick that one. There are four or five really serious sub-issues that have to be figured out in order to go that route. I don't think this is the type of issue that's going to be solved it may be. I may be wrong, but I don't think it's the type of issue that's going to be solved in one Tech Review Meeting and one Council meeting. I think there's going to be going back and discussion and debate and talking about. And we have time on it, too. That's the thing. There's not an election for a bit.

[6:05 PM] Minutes:

Council member Green: Just my input, Mr. Sweetin. I don't have any problem with the voters' thing, but I would have problems with the ward or the seat by seat thing, because as I think as Council member Rapson said, we're asking for a weaker Council, and in a ward system we're asking for seat conflict, I believe, so I wouldn't be in favor of either of those.

[6:06 PM] Minutes:

Council member Hafen: Just so the citizens understand why we cannot vote on this tonight, and I've had this conversation with my daughter. I was going to ask the attorney, can't we assume that after possible action, but that there's a saying

about assume, and I'm not going to get into here but if you want to talk to me later I can or have my daughter talk to you about it, because I use it with her all the time. It was posted as discussion and possible, that's why we can't do it, so that's why we can't have any action.

Back to the issue, I think in the early days of Mesquite, I do believe we were within some kind of ward where you could choose the seat you were going to run for. I'd have to go back and check history, but I think that's the way it was. It got changed to at large. A little example, if we would have that third mayoral candidate stay in the race that dropped out, there would have been a primary election. There could have been one of the mayoral candidates, it's hypothetical here, so don't print this in the press and you know run with it until you understand it, we could have a situation had we had three candidates still in the race of mayor this year, where one of those candidates could have got more than the highest vote getter, more than Mr. Rapson, more than and still not been push through because they didn't meet the 50 plus 1 threshold. Same criteria applies, so that's why you have to go with the voters. Because you cannot assume, back to the word assume, that everybody's going to cast three votes, because there's also no place for people that go in and say I'm just going to vote for my one candidate. There's no place for them to cast two other votes for none of the above. It's not on the ballot. So unless you want to keep going through this for years and years and years every time we have an election, we have to go with the number of bodies that walk through the door, absentee ballot and early vote. You take that number, and if there's three seats available, that's how you come to the 50 plus 1 rule. So I mean that's where I'm at. I mean, I really wouldn't have a problem going back to the wards, but I can see a lot of problems that way. This is the simplest, cleanest way. It allows everybody to vote on everybody that sits up here, and you are good to go. I see the press shaking their head, but nobody's come with the good analogy yet to explain the math. When you do the math, 50 plus 1 of the people that cast a ballot is the only fair way to make it work. Thank you.

[6:09 PM] Minutes:

Ms. Beck: For history sake, in 1984, they were in wards and they stayed in wards because they only had three Council members. Once they turned to five Council members, I think the wards faded away at that point in time.

[6:09 PM] Minutes:

Mr. Sweetin: I have some clarifying questions, Mayor. Okay, so because again as Council member Hafen noted again, this is not noted for action. It would be nice, because then we could take a vote on some of these so I could clarify, but that it's not I guess the way that I'll propose this question, I didn't hear any discussion related to the issue of candidates never being able to win outright in a primary. Am I correct in understanding that I don't think there's anyone on Council that feels that in a primary election you should never be able to win

outright? Does anybody have any objection to that?

[6:09 PM] Minutes:

Council member Hafen: If you get 50 plus 1 of the people to go through –

Mr. Sweetin: No, I know that's review, I'm just asking –

[6:09 PM] Minutes:

Council member Green: If you dominate according to the criteria that Council member Hafen laid out, then you should go.

[6:09 PM] Minutes:

Council member Delaney: It's the majority of the people. That's the democratic way to do it.

[6:10 PM] Minutes:

Council member Rapson: Just for clarification, I think whatever we do, we need to have an example, an absolute example that says if 3,000 voters voted and there's three seats, then if you got 1501 voters to vote for you, you win.

[6:10 PM] Minutes:

Council member Hafen: I don't mean to be disagreeable here, but it has happened. Okay. It happened with Mayor Litman when he ran, because the first time he ran, he was third place, but he ran in two years and he got 50 plus 1. Go do the math. He got 50 plus 1. Mark Weir did the same thing. If some guy gets 50 plus 1 of the people that cast an early vote, absentee ballot, or the day election, I mean back to the example. And this is what I don't get with people, okay. Let's say Mayor Litman, there were three people in, he could have got whatever that number is 26, 25 divided 2, whatever that number is, 1313 I think is what you would have had to have. He could have got 1312. He could have got 50 or 60 more votes than Rapson or Wirston and been one vote short and not been seated. To me, how do you justify when the threshold for Council and the Mayor is the same? They get seated, he doesn't. I need it explained to me.

[6:12 PM] Minutes:

Mr. Sweetin: So the final point I'd make, and I know this has been brought up in the past and especially through the City Attorney's office, I think Mesquite is getting big enough that I would suggest that Council or policymakers or whomever staff, that we start getting to the point where we look at doing a city charter. Currently, we're the biggest City in the State without a charter. Fernley arguably doesn't have a charter. They're theoretically bigger – they are theoretically bigger than us, because they have an Amazon factory or did at one point. But we're the biggest and fastest growing City without one. The problem with not having a charter is this, is that in 2011 an ordinance was slipped in that

changed the intent of the City Council. What a charter does, there's a lot of horror stories that you got to go to the legislature and they got to approve all your changes. That's not necessarily true. They just have to approve the initial charter, which is more or less a rubber stamp process, but if we had a charter, I mean, we could make all these changes today, and then Council can come in, the new Council can come in next year and say, you know, what I like votes. That's how I like it and we end up with just going to and fro. I would recommend to the Council, and if I can take that assignment on or whoever, to at least start exploring the idea of a City charter. We're a big enough city. It will provide stability into the future, stability for growth and stability for government.

[6:13 PM] Minutes:

Council member Hafen: Start writing it.

[6:13 PM] Minutes:

Council member Delaney: I think it has been discussed before. They said something about is there a rule that says when you hit 25,000, you have to do it? That's what they were saying years ago, Bob. I don't know if that's a fact or not.

[6:13 PM] Minutes:

Mr. Sweetin: That is not true. Well, I mean, I guess it may be true. I don't know. I know they're cities much smaller than 25,000 that have charters. I know, that's the reverse of the rule that you're talking about.

[6:13 PM] Minutes:

Council member Delaney: No, I'm saying did you have to do it at 25,000?

[6:13 PM] Minutes:

Mr. Sweetin: I can't think of a city with 25,000 that doesn't have it, but I've never seen that rule. There may be one. I'll look it up.

[6:14 PM] Minutes:

Council member Delaney: And you know the thing about it is, is I agree to some extent on that, because if we make an ordinance, there are many things that we do today that we know that next year there could be a different set of people up here that look at it a different way that might change things. I don't necessarily think that's a bad thing, either. I mean, if we set some – you're saying if we make a rule and we're a charter city, that rule is forever?

[6:14 PM] Minutes:

Mr. Sweetin: No, it works essentially like a constitution. It's much harder to change. You only put certain issues in there. For example, hot topic right now is dog leash length. That wouldn't go in a charter. That's going to be an

ordinance, because that's something that's going to change as the City grows and develops. Something like how you get elected to office would go into a charter, because that way what can't happen is we say hey we're going to change the dates of the vote and what we're also going to do is change the entire method that people are elected to office and we're going to slide it into that vote and then everyone will just vote on it because they don't realize it's in there. That's impossible with a charter. So those critical key issues go into the charter, and I mean the charter is a long process. It really is, but in my mind, it's worth it. I think it gives legitimacy to the City as far as its governance and long term standing. I think Mesquite's pretty much here to stay. I don't think we have any issues of you know going away anytime soon or disincorporating or going into the County. We've been in existence now 32 years, and I think you know - and it's growing so a charter's going to -- as an incorporated City, 32 years. Sorry I don't know if that's what Council member Hafen is saying.

[6:15 PM] Minutes:

Council member Delaney: Mr. Sweetin, so if we go to a Charter, do we then have to go to the ward or district system?

[6:15 PM] Minutes:

Mr. Sweetin: No. Nope.

[6:16 PM] Minutes:

Council member Delaney: Okay, interesting. I would say that it is probably a good time, then, to start discussing it. I know you and I have talked about this before in a past administration that we felt were trying to build in some abuses of power maybe with that process.

[6:16 PM] Minutes:

Mr. Sweetin: I know there was a lot of heartburn in the past with it. I think I've talked to everyone on Council about getting a charter. This has been a big push. I think we're ready for it. I think in the past they went about it the wrong way, and I think with open government and with the Council as currently constituted or as it may be constituted is a good time to do it.

[6:16 PM] Minutes:

Council member Hafen: Why don't you put both things on a Council agenda, and we'll get you an official vote so you can go forward?

[6:16 PM] Minutes:

Mr. Sweetin: Thank you, Council member, will do.

[6:16 PM] Minutes:

Mayor Litman: Our direction then is to just hold on this until you come back, is that correct, with some paperwork?

[6:16 PM] Minutes:

Mr. Sweetin: Yeah. I'll be back next week for Tech Review with a draft ordinance, and then on the charter stuff, I'll start speaking with you, Mayor, about exploring that.

Mayor Litman: Okay so we do not need a motion on this item?

Mr. Sweetin: We can't.

## **Public Comments**

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### 12. Public Comments

[6:17 PM] Minutes:

Dave West: I'm a candidate for City Council that was affected by the ordinance that was being discussed just a moment ago. I also was a person that sat with Mr. Litman on one of the ballot question committees back when that first started, and one of the major arguments for the change to the even years was participation by voters, and right now after this little mix up where we were not quite sure who won, who moved on and who didn't, I had a lot of people tell me, why is it that way? How can in a primary election where very few people, especially even in a presidential year where we don't even vote for presidents in our primary because of the caucus system, why is a Council seat being decided in a primary? And a lot of people were asking me that and saying especially in an at large election that maybe that is a place that we shouldn't have the 50 plus 1 rule, because there is lower voter turnout, especially in light of that ballot initiative. When that was on a question, a ballot question, and people said they want to be involved in politics, but because of our summer months, because a lot of our residents are gone during the summer, they don't participate in that primary election that's in June. So I'd ask you to consider that when you're giving direction to the City Attorney as you're drafting this language, and possibly leave that 50 plus 1 rule out for at large elections.

## **Adjournment**

### 13. Adjournment

[6:18 PM] Minutes:  
Mayor Litman adjourned the meeting.

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Allan S. Litman, Mayor

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Tracy E. Beck, City Clerk



# **Mesquite City Council**

## **Technical Review Meeting**

### **Mesquite City Hall - Training Room**

#### **10 E. Mesquite Blvd.**

#### **Tuesday, July 19, 2016 - 1:30 PM**

Minutes of a scheduled meeting of the City Council held on Tuesday, July 19, 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 and George Rapson. Also, in attendance were City Manager Andy Barton, Public Works Director Bill Tanner, Development Director Richard Secrist, City Clerk Tracy Beck, other city staff and approximately 6 citizens.

Mayor Litman called the meeting to order at 1:30 p.m. Council members Cindi Delaney and Rich Green were 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.

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*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.*

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## **Public Comments**

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## 1. Public Comment

[Minutes:]

Mayor Litman opened up the meeting to Public Comments.

[Minutes:]

Mike Benham: I am here for the CERT program, just giving you a quick update. We are doing our 72-hour prepared class at the Baptist Church on August 1<sup>st</sup> at 6:30 p.m. We are going to be talking about the Zika Virus. A lot of people don't understand it. They think only pregnant women can get it, and that's absolutely not true. In fact, a gentleman just died up in Salt Lake from it. He'd been abroad. We have a new flier on smoke detectors. We will be doing classes on those at the same time up there, and we also have some new applications for new members who want to join CERT. So that's where CERT is at the moment. Thank you.

## Consent Agenda

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*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.*

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2. Consideration of Approval of the July 26, 2016 Regular City Council Meeting agenda; the June 22, 2016 Special Primary Canvass Meeting minutes; the June 28, 2016 Regular City Council Meeting minutes and the July 5, 2016 Technical Review 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.

[Minutes:]

Ms. Beck: We need to add Mr. Tanner's Item amendment number 2 to Exit 118 to the agenda. SIRE received it, and then sent it out to cyber space, and we don't know where it went.

Mayor Litman: So we need to add the administrative item then?

Ms. Beck: We are going to add the administrative item to --

[Minutes:]

Mr. Tanner: Consideration of approval of the Resolution 902.

Council member: That will get into the public backup soon?

Ms. Beck: Yes.

[Minutes:]

Mayor Litman: With that, we would need a motion on the floor to approve.

**Council member Hafen moved to add the additional item - Resolution 902, to the July 26, 2016 Regular City Council Meeting agenda; Council member Rapson seconded the motion.**

**Passed For: 3; Against: 0; Abstain: 0; Absent: 2 (Delaney and Green)**

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

[Minutes: ]

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

## **Department Reports**

4. Mayor's Comments

[Minutes:]

Mayor Litman stated he had nothing at this time.

5. City Council and Staff Reports

[Minutes:]

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

[Minutes:]

Council member Withelder: Probably.

## **Zoning Items**

6. Consideration of the introduction of Bill No. 502 (Medical Marijuana Separation Requirements) to amend Mesquite Municipal Code Section 9-15-8 Location Restrictions and Section 9-8-8 Separation Requirements by inserting language to exempt schools, community facilities, and residential zones, from the separation requirements if they knowingly choose to locate closer to existing medical marijuana establishments.

- Discussion and Possible Action

[Minutes:]

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

[Minutes:]

Council member Rapson: So this is putting it into conformity with liquor licenses and so forth that have the same opportunity?

[Minutes:]

Mr. Secrist: Right.

## **Administrative Items**

7. Consideration of the Introduction of Bill 504 (as Ordinance 504) amending the MMC 1-8-19 Primary and General Elections and to set a date for Public Hearing.

- Discussion and Possible Action

[Minutes:]

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

[Minutes:]

Mr. Sweetin: So that was added today. I'll just go through it. There are copies there for the public. This has gone through multiple drafts already, so I'll send more documents out to Council members so that you guys can send them back to me with any changes that you might have, and then those can be discussed in a public meeting. I can prepare for that meeting.

Basically what it does it creates a type of election called a multi-seat or multi-office at large primary City election. What that does is makes it so that there is no question as to who's running for office, who's eligible to win at the primary phase, and who would move on to the general City election, and then we define those items, what goes through there. I'll leave it to you guys to review that. If you have any questions today, I'm happy to answer them.

One thing I will note is that the majority of voters, we never had language on that. Everyone has always said 50% plus 1. I'm not sure exactly what that means. What I did was the best I could to affect that intent. So if you say 51%, the difference between 50% and 51% in this last election would have been about 50 folks. It's actually a pretty substantial margin. So what I did is that the majority of voters is one half of the total voter turnout number as determined by the Statement of Vote released by Clark County, round it up, so you take that number, and then you take one half of the number, then you round it up, and then you add one. And that would be majority of voters that is proposed here, which is what I believe people mean when they say 50% plus 1, not 51%. So I could be wrong on that. This is just a draft. So I'll submit it to Council, and I recommend next week if you have any adjustments you want to make before we set for Public Hearing, let me know, and I can get those on before the Council meeting.

[Minutes:]

Council member Hafen: I believe that Council member Rapson mentioned last meeting that as a perfect example, if there's 3,001 voters that there is --

[Minutes:]

Mr. Sweetin: So here is the issue with that. I looked up and we don't really have a mechanism to do an example. What we can do is an example by way of resolution. It could accompany the ordinance, and we can refer to it, but we can't do an example that would be binding law, and the way our ordinances are, because we do have footnotes, and we can do it as a footnote. That's another way to do it. So however you want, but it gets sticky and it's too difficult. We can't do an example in the ordinances, though.

[Minutes:]

Council member Hafen: Then do it as a footnote, because if we don't we are going to have the same problem.

Mr. Sweetin: Okay, sounds good.

[Minutes:]

Council member Rapson: I agree, and I think you are right. The majority is 1 plus, 1 over the 50%, so I agree with that.

[Minutes:]

Mayor Litman: OK, moving on to Public Comment.

[Minutes:]

Mr. Tanner: On the one item that we did add on Resolution 902, that's simply an Inter-local Agreement with NDOT. They asked us to do an asbestos study on Exit 118, and they've agreed to reimburse us that \$16,000. So it's simply an Inter-local Agreement with NDOT to reimburse us \$16,000 for an asbestos study.

[Minutes:]

Council member Hafen: What? An asbestos study on 118?

Mayor Litman: Now that we're done, right?

[Minutes:]

Mr. Tanner: Well, we did it before, because in order to keep the project going, we paid that through the RTC funding that was allocated for Exit 118. We paid for it, and then we've argued with them for this.

[Minutes:]

Council member Rapson: What do they test for asbestos?

[Minutes:]

Mayor Litman: The rocks.

[Minutes:]

Mr. Tanner: The ground.

Council member Rapson: Are you kidding me?

Mr. Tanner: What really happened is on the Boulder City bypass, it created such a fiasco that for \$16,000, we cleared it of asbestos. We didn't have to worry about anything coming up after that. So it was a matter of investing that money to move forward and stay on schedule.

[Minutes:]

Mayor Litman: Just as an aside to that, Mayor Woodbury down in Boulder City is being driven nuts with this, still. They had him on the hot seat two weeks ago.

## **Public Comments**

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### 8. Public Comment

[Minutes:]

Mayor Litman opened up the meeting to Public Comment.

[Minutes:]

Dave West: I am a candidate for council, and on this ordinance, I thought Mr. Sweetin alluded to this in the last meeting about defining what that voter number is is the number of voters participating in an election, because here in Mesquite we could have people voting in Mesquite voting for Mayor, but not vote for a City Council seat. So I see some ambiguity there in that language in Section B that we could have a situation where a whole bunch of people could vote in one election, a Council election, and then choose not to vote in a mayoral primary election, and we would skew the numbers a little bit.

[Minutes:]

Mr. Sweetin: So, and just to answer that, defined below one half if the total voter turnout, so total voter turnout as determined by the County. That's the number that you base it on.

[Minutes:]

Mr. West: I did not see that language in there for that. I take it that's specific race or is it by all City races.

[Minutes:]

Council member Rapson: Position.

[Minutes:]

Mr. Sweetin: We can talk after and answer that. Yeah, that's a good comment.

[Minutes:]

David Ballweg: Candidate for City Council. I've petitioned the Mayor to please

start allowing public comment on each item, even if it's an introduction to a Bill, which we got this time. We got 6 and 7, which don't have the ability for the public to make comment on each item, and I think it was highlighted in one of the last meetings when we had the liquor's gross receipts tax, and I think public could have made some good comments in there. It was tabled even before we introduced it, so I think there's valid reason to allow the public to make comment to even convince the Council not to even introduce a Bill when it's a waste of time.

[Minutes:]

Mayor Litman: Mr. Sweetin, would you care to answer to that? After the discussion we had on that. There is time to comment on that both before and after.

[Minutes:]

Mr. Sweetin: There is, right. I think what Mr. Ballweg is asking for, if I'm not misunderstanding, is that as public comments are allowed on every item, that it be allowed on that as well. And I may be misunderstanding that one.

Mr. Ballweg: No, that's exactly right. Because the before and after, it restricts the Council or anybody on the Council to respond to a question or comment and/or the public be part of the discussion on that particular item. So we do it on other things. I don't quite understand the logic of why we restrict it on introductions of Bills. And I just ask that we carry it through on everything.

[Minutes:]

Council member Hafen: And we can do that legally. Even on the introduction of a Bill. I've been told by past legal Council that we can have no discussion.

[Minutes:]

Mr. Sweetin: We can always allow more public comment. There's no rule in the State of Nevada that inhibits public comment in any way, shape or form. So you are actually encouraged to provide more, if that's possible.

[Minutes:]

Mike Benham: We have up in our storage this emergency tool, and this was long before my time and Chief's time, that we must have 50 to 75 of these emergency tools. So what I'd like to do is give the Police Department a half of dozen, give Animal Control a couple of them. They're good at breaking windshields, opening the doors, shutting off water, shutting off gas. They're just sitting up there. I couldn't believe it when I opened up the boxes and found all these things in there. I don't know who bought them, but they're there, so that's what CERT would like to do, so that's what we'll do.

[Minutes:]

Keith Capurro: Just one general comment about the zoning item Bill No. 502. I met with Richard yesterday, and we discussed it. Since we are the medical marijuana that's essentially being referred to, at least the only one at this point, we don't have a problem with it. Our only concern would be that some type of community facility or something moves in there, and then people start complaining because there's a medical marijuana. Maybe not the people that built the facility, but somebody that is a participant in the facility. So our only request would be that perhaps there could be some type of waiver or something that whoever decides to develop that property and go there, they have a clear understanding that we are here.

[Minutes:]

Council member Rapson: I think there's something in there that actually mandated that they sign a –

Mr. Tanner: Yes, they sign a Disclosure Agreement that states they are willingly moving in, close to within 1000 feet.

Mr. Capurro: Yeah, we just wanted to reiterate that. Thanks.

## **Adjournment**

### 9. Adjournment

[Minutes:]

Mayor Litman adjourned the meeting at 1:44 PM

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Allan S. Litman, Mayor

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Tracy E. Beck, City Clerk



## City Council Regular Agenda Item 3.

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### **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

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### **Petitioner:**

David R Empey - Finance Director/City Treasurer

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### **Staff Recommendation:**

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

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### **Fiscal Impact:**

See Attached

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### **Budgeted Item:**

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### **Background:**

See Attached

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### **Attachments:**

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

## 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
07/16	07/20/2016	166825	15115	A PLUS FITNESS SERVICE LLC	371	1	10-81-250	.00	300.00	300.00
07/16	07/20/2016	166825	15115	A PLUS FITNESS SERVICE LLC	372	1	10-57-250	.00	400.00	400.00
Total 166825:								.00		700.00
07/16	07/20/2016	166826	10442	ACE FIRE SYSTEMS, INC.	15050	1	10-63-310	.00	80.00	80.00
07/16	07/20/2016	166826	10442	ACE FIRE SYSTEMS, INC.	15051	1	10-63-310	.00	100.00	100.00
07/16	07/20/2016	166826	10442	ACE FIRE SYSTEMS, INC.	15059	1	10-63-310	.00	230.00	230.00
07/16	07/20/2016	166826	10442	ACE FIRE SYSTEMS, INC.	15060	1	10-63-310	.00	95.00	95.00
07/16	07/20/2016	166826	10442	ACE FIRE SYSTEMS, INC.	15061	1	10-63-310	.00	600.00	600.00
07/16	07/20/2016	166826	10442	ACE FIRE SYSTEMS, INC.	15062	1	10-63-310	.00	80.00	80.00
07/16	07/20/2016	166826	10442	ACE FIRE SYSTEMS, INC.	15063	1	10-63-310	.00	300.00	300.00
07/16	07/20/2016	166826	10442	ACE FIRE SYSTEMS, INC.	15064	1	10-63-310	.00	80.00	80.00
07/16	07/20/2016	166826	10442	ACE FIRE SYSTEMS, INC.	15065	1	10-63-310	.00	130.00	130.00
07/16	07/20/2016	166826	10442	ACE FIRE SYSTEMS, INC.	15066	1	10-63-310	.00	80.00	80.00
07/16	07/20/2016	166826	10442	ACE FIRE SYSTEMS, INC.	15067	1	10-63-310	.00	240.00	240.00
07/16	07/20/2016	166826	10442	ACE FIRE SYSTEMS, INC.	15068	1	10-63-310	.00	80.00	80.00
07/16	07/20/2016	166826	10442	ACE FIRE SYSTEMS, INC.	15069	1	10-63-310	.00	130.00	130.00
07/16	07/20/2016	166826	10442	ACE FIRE SYSTEMS, INC.	15070	1	10-63-310	.00	80.00	80.00
07/16	07/20/2016	166826	10442	ACE FIRE SYSTEMS, INC.	15071	1	10-63-310	.00	130.00	130.00
07/16	07/20/2016	166826	10442	ACE FIRE SYSTEMS, INC.	15072	1	10-63-310	.00	80.00	80.00
07/16	07/20/2016	166826	10442	ACE FIRE SYSTEMS, INC.	15073	1	10-63-310	.00	500.00	500.00
Total 166826:								.00		3,015.00
07/16	07/20/2016	166827	14628	AIR CONDITIONING DISCOUNT	5809	1	10-63-250	.00	650.00-	650.00-
07/16	07/20/2016	166827	14628	AIR CONDITIONING DISCOUNT	5820	1	10-63-250	.00	38.50	38.50
07/16	07/20/2016	166827	14628	AIR CONDITIONING DISCOUNT	5824	1	10-63-250	.00	139.00	139.00
07/16	07/20/2016	166827	14628	AIR CONDITIONING DISCOUNT	5865	1	10-63-250	.00	158.62	158.62
07/16	07/20/2016	166827	14628	AIR CONDITIONING DISCOUNT	5938	1	10-63-250	.00	8.94	8.94
07/16	07/20/2016	166827	14628	AIR CONDITIONING DISCOUNT	5984	1	10-63-610	.00	63.14	63.14
07/16	07/20/2016	166827	14628	AIR CONDITIONING DISCOUNT	6047	1	10-63-250	.00	92.17	92.17
07/16	07/20/2016	166827	14628	AIR CONDITIONING DISCOUNT	6048	1	10-63-610	.00	2.99	2.99
07/16	07/20/2016	166827	14628	AIR CONDITIONING DISCOUNT	6059	1	10-63-250	.00	70.57	70.57
07/16	07/20/2016	166827	14628	AIR CONDITIONING DISCOUNT	6174	1	10-63-250	.00	10.95	10.95
07/16	07/20/2016	166827	14628	AIR CONDITIONING DISCOUNT	6190	1	10-63-250	.00	1,076.97	1,076.97

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
07/16	07/20/2016	166827	14628	AIR CONDITIONING DISCOUNT	6191	1	10-63-250	.00	40.80-	40.80-
Total 166827:								.00		971.05
07/16	07/20/2016	166828	3655	AIRGAS USA LLC	9052980070	1	10-57-615	.00	151.21	151.21
07/16	07/20/2016	166828	3655	AIRGAS USA LLC	9937442841	1	10-57-615	.00	192.63	192.63
07/16	07/20/2016	166828	3655	AIRGAS USA LLC	9937442842	1	10-57-615	.00	198.33	198.33
Total 166828:								.00		542.17
07/16	07/20/2016	166829	8756	ALSCO	LSTG700933	1	16-71-620	.00	78.50	78.50
07/16	07/20/2016	166829	8756	ALSCO	LSTG700937	1	10-60-310	.00	130.82	130.82
07/16	07/20/2016	166829	8756	ALSCO	LSTG700941	1	10-66-610	.00	44.05	44.05
Total 166829:								.00		253.37
07/16	07/20/2016	166830	14353	AMERICAN TIRE DISTRIBUTOR	S077219850	1	10-66-245	.00	87.98	87.98
07/16	07/20/2016	166830	14353	AMERICAN TIRE DISTRIBUTOR	S077219869	1	10-66-245	.00	451.28	451.28
07/16	07/20/2016	166830	14353	AMERICAN TIRE DISTRIBUTOR	S077557839	1	10-66-245	.00	242.24	242.24
Total 166830:								.00		781.50
07/16	07/20/2016	166831	2430	ANDERSON HERITAGE ELEC. I	13839	1	52-40-620	.00	2,772.25	2,772.25
07/16	07/20/2016	166831	2430	ANDERSON HERITAGE ELEC. I	13843	1	10-76-250	.00	500.00	500.00
Total 166831:								.00		3,272.25
07/16	07/20/2016	166832	15073	ARROW INTERNATIONAL INC	94052518	1	10-57-615	.00	1,212.76	1,212.76
Total 166832:								.00		1,212.76
07/16	07/20/2016	166833	14380	ATKINS NORTH AMERICA	1840642	1	12-87-740	.00	1,500.00	1,500.00
Total 166833:								.00		1,500.00
07/16	07/20/2016	166834	15433	BATTLE BORN GRAPHIX	3023	1	10-57-610	.00	372.00	372.00
Total 166834:								.00		372.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
07/16	07/20/2016	166835	14365	BATTLE BORN MEDIA LLC	M16-1633	1	10-44-220	.00	250.00	250.00
07/16	07/20/2016	166835	14365	BATTLE BORN MEDIA LLC	M16-1635	1	10-48-220	.00	60.00	60.00
Total 166835:								.00		310.00
07/16	07/20/2016	166836	15260	BENTLEY SYSTEMS, INCORPO	40767114	1	52-40-610	.00	254.00	254.00
Total 166836:								.00		254.00
07/16	07/20/2016	166837	14425	BG SOUTHERN NEVADA	PI0015414	1	10-66-250	.00	89.09	89.09
07/16	07/20/2016	166837	14425	BG SOUTHERN NEVADA	PI0016025	1	10-66-250	.00	141.06	141.06
Total 166837:								.00		230.15
07/16	07/20/2016	166838	13285	BIG GUY'S SMALL ENGINE REP	2530	1	10-65-610	.00	5.00	5.00
Total 166838:								.00		5.00
07/16	07/20/2016	166839	12062	BINGHAM & SNOW LLP	070716	1	10-51-310	.00	250.00	250.00
Total 166839:								.00		250.00
07/16	07/20/2016	166840	10956	BRETT J GRIFFITHS	820190	1	10-66-250	.00	180.00	180.00
Total 166840:								.00		180.00
07/16	07/20/2016	166841	1150	BULLOCH BROTHERS, INC.	39078	1	10-65-480	.00	2,240.00	2,240.00
07/16	07/20/2016	166841	1150	BULLOCH BROTHERS, INC.	39079	1	10-65-480	.00	9,340.75	9,340.75
Total 166841:								.00		11,580.75
07/16	07/20/2016	166842	14618	CANON FINANCIAL SERVICES,	16238692	1	10-49-250	.00	1,612.54	1,612.54
Total 166842:								.00		1,612.54
07/16	07/20/2016	166843	9529	CARQUEST AUTO PARTS	JUN 16	1	10-66-250	.00	4,227.56	4,227.56
07/16	07/20/2016	166843	9529	CARQUEST AUTO PARTS	JUN 16	2	10-66-480	.00	38.89	38.89
07/16	07/20/2016	166843	9529	CARQUEST AUTO PARTS	JUN 16	3	52-40-250	.00	43.88	43.88
07/16	07/20/2016	166843	9529	CARQUEST AUTO PARTS	JUN 16	4	10-76-610	.00	22.44	22.44

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 166843:								.00		4,332.77
07/16	07/20/2016	166844	8377	CDW GOVERNMENT, INC.	DMD0291	1	98-40-047	.00	1,331.80	1,331.80
07/16	07/20/2016	166844	8377	CDW GOVERNMENT, INC.	DMJ7681	1	98-40-047	.00	627.20	627.20
07/16	07/20/2016	166844	8377	CDW GOVERNMENT, INC.	DNG2140	1	10-47-310	.00	10,022.72	10,022.72
Total 166844:								.00		11,981.72
07/16	07/20/2016	166845	14492	CENTURYLINK	JUL 16	1	10-47-310	.00	1,099.15	1,099.15
Total 166845:								.00		1,099.15
07/16	07/20/2016	166846	14492	CENTURYLINK	1379132900	1	10-49-290	.00	566.85	566.85
Total 166846:								.00		566.85
07/16	07/20/2016	166847	14492	CENTURYLINK	Q070101306	1	10-47-310	.00	3,880.50	3,880.50
Total 166847:								.00		3,880.50
07/16	07/20/2016	166848	8810	CHIEF SUPPLY CORP	157921	1	10-54-610	.00	28.99	28.99
Total 166848:								.00		28.99
07/16	07/20/2016	166849	15464	CHRISTINE RUBIS	071116	1	10-34-400	.00	85.00	85.00
Total 166849:								.00		85.00
07/16	07/20/2016	166850	9547	CLARK CO. INFO TECH DEPT	90198541	1	10-47-310	.00	8,000.00	8,000.00
07/16	07/20/2016	166850	9547	CLARK CO. INFO TECH DEPT	90198682	1	10-54-310	.00	159.00	159.00
Total 166850:								.00		8,159.00
07/16	07/20/2016	166851	9577	CLARK SECURITY PRODUCTS	26K-044850	1	10-63-610	.00	20.90	20.90
07/16	07/20/2016	166851	9577	CLARK SECURITY PRODUCTS	26K-044851	1	10-63-610	.00	347.13	347.13
Total 166851:								.00		368.03

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
07/16	07/20/2016	166852	15193	CLARY CORPORATION	00055875	1	10-65-250	.00	637.69	637.69
Total 166852:								.00	637.69	637.69
07/16	07/20/2016	166853	12536	D.A.T. MANAGEMENT	303958	1	10-65-610	.00	77.00	77.00
Total 166853:								.00	77.00	77.00
07/16	07/20/2016	166854	5340	DALE TOBLER	071216	1	10-48-620	.00	30.00	30.00
Total 166854:								.00	30.00	30.00
07/16	07/20/2016	166855	11431	DELL MARKETING L.P.	XJXT257W1	1	10-49-250	.00	248.98	248.98
07/16	07/20/2016	166855	11431	DELL MARKETING L.P.	XJXXT47K7	1	10-49-250	.00	1,424.89	1,424.89
Total 166855:								.00	1,673.87	1,673.87
07/16	07/20/2016	166856	12287	DEPT. OF MOTOR VEHICLES	160708	1	10-66-250	.00	72.50	72.50
Total 166856:								.00	72.50	72.50
07/16	07/20/2016	166857	9676	DLT SOLUTIONS INC.	SI326537	1	10-47-310	.00	2,539.83	2,539.83
Total 166857:								.00	2,539.83	2,539.83
07/16	07/20/2016	166858	10588	DOCUMENT SOLUTIONS PLUS	124673	1	10-49-250	.00	1,044.20	1,044.20
Total 166858:								.00	1,044.20	1,044.20
07/16	07/20/2016	166859	15468	DOLLAR TREE STORE #3714	071816	1	10-32-100	.00	270.00	270.00
Total 166859:								.00	270.00	270.00
07/16	07/20/2016	166860	10636	EDA LAND PLANNING	07-3063	1	45-40-800	.00	18,020.26	18,020.26
Total 166860:								.00	18,020.26	18,020.26
07/16	07/20/2016	166861	14575	EFFORTLESS OFFICE ENTERP	001I9963	1	10-47-310	.00	1,948.03	1,948.03

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
		Total 166861:						.00		1,948.03
07/16	07/20/2016	166862	14672	ELECTRICAL WHOLESale SUP	911362253	1	10-63-610	.00	14.84	14.84
		Total 166862:						.00		14.84
07/16	07/20/2016	166863	15291	ELIZABETH FLORES	071816	1	17-34-400	.00	50.00	50.00
		Total 166863:						.00		50.00
07/16	07/20/2016	166864	14726	EXTREME NETWORKS	11178053	1	98-40-047	.00	177.12	177.12
07/16	07/20/2016	166864	14726	EXTREME NETWORKS	11178094	1	98-40-047	.00	863.52	863.52
		Total 166864:						.00		1,040.64
07/16	07/20/2016	166865	2150	FEDEX CORP.	5-466-92118	1	45-40-811	.00	26.03	26.03
		Total 166865:						.00		26.03
07/16	07/20/2016	166866	8643	FINAL DETAILS	40126	1	10-63-610	.00	35.00	35.00
07/16	07/20/2016	166866	8643	FINAL DETAILS	40161	1	10-76-610	.00	300.00	300.00
		Total 166866:						.00		335.00
07/16	07/20/2016	166867	10723	FORSGREN ASSOCIATES INC.	10902	1	10-73-310	.00	2,188.75	2,188.75
07/16	07/20/2016	166867	10723	FORSGREN ASSOCIATES INC.	10903	1	12-87-740	.00	12,420.48	12,420.48
07/16	07/20/2016	166867	10723	FORSGREN ASSOCIATES INC.	10907	1	12-87-310	.00	570.00	570.00
		Total 166867:						.00		15,179.23
07/16	07/20/2016	166868	14274	FRESHAIRe/AIREMASTER	68745	1	10-63-610	.00	10.50	10.50
		Total 166868:						.00		10.50
07/16	07/20/2016	166869	2180	FRONTIER RADIO, INC.	16464	1	10-47-240	.00	225.00	225.00
		Total 166869:						.00		225.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
07/16	07/20/2016	166870	13054	GENO WITHELDER	072016	1	10-41-290	.00	40.00	40.00
Total 166870:								.00	40.00	40.00
07/16	07/20/2016	166871	11141	GRAPHIC IMAGING SERVICES I	8233	1	10-47-310	.00	5,120.00	5,120.00
Total 166871:								.00	5,120.00	5,120.00
07/16	07/20/2016	166872	11170	HANGEY'S UPHOLSTERY	2056	1	10-66-250	.00	75.00	75.00
Total 166872:								.00	75.00	75.00
07/16	07/20/2016	166873	9347	HARTWELL FAMILY PRACTICE	SOTRA000 2	1	10-55-620	.00	250.00	250.00
Total 166873:								.00	250.00	250.00
07/16	07/20/2016	166874	2427	HELENA CHEMICAL COMPANY	63743070	1	10-65-480	.00	250.00	250.00
07/16	07/20/2016	166874	2427	HELENA CHEMICAL COMPANY	63743542	1	10-76-610	.00	2,340.00	2,340.00
Total 166874:								.00	2,590.00	2,590.00
07/16	07/20/2016	166875	14498	HELIX LABORATORIES, INC.	17088	1	52-40-480	.00	1,378.80	1,378.80
Total 166875:								.00	1,378.80	1,378.80
07/16	07/20/2016	166876	15428	HERCULES SEALING PRODUC	CD97308689	1	10-66-250	.00	179.65	179.65
07/16	07/20/2016	166876	15428	HERCULES SEALING PRODUC	CD97308691	1	10-66-250	.00	66.95	66.95
Total 166876:								.00	246.60	246.60
07/16	07/20/2016	166877	2452	HIGH DESERT SUPPLY	IN00165890	1	10-66-250	.00	558.69	558.69
07/16	07/20/2016	166877	2452	HIGH DESERT SUPPLY	IN00166018	1	10-66-250	.00	147.24	147.24
Total 166877:								.00	705.93	705.93
07/16	07/20/2016	166878	14966	HORROCKS ENGINEERS INC	40519	1	45-40-811	.00	16,152.75	16,152.75
Total 166878:								.00	16,152.75	16,152.75

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
07/16	07/20/2016	166879	2500	HUGHES OIL	13611	1	10-66-255	.00	594.00	594.00
07/16	07/20/2016	166879	2500	HUGHES OIL	13617	1	10-66-255	.00	594.00	594.00
Total 166879:								.00		1,188.00
07/16	07/20/2016	166880	2657	INTERSTATE BATTERY SO. UT	490077608	1	52-40-250	.00	715.72	715.72
07/16	07/20/2016	166880	2657	INTERSTATE BATTERY SO. UT	490077618	1	10-66-250	.00	569.75	569.75
07/16	07/20/2016	166880	2657	INTERSTATE BATTERY SO. UT	490077749	1	10-66-250	.00	43.27	43.27
Total 166880:								.00		1,328.74
07/16	07/20/2016	166881	2654	INTERSTATE FIRE PROTECTIO	160107-2	1	10-66-250	.00	255.00	255.00
07/16	07/20/2016	166881	2654	INTERSTATE FIRE PROTECTIO	160707-1	1	10-63-310	.00	2,790.00	2,790.00
07/16	07/20/2016	166881	2654	INTERSTATE FIRE PROTECTIO	160807-2	1	52-40-610	.00	120.00	120.00
Total 166881:								.00		3,165.00
07/16	07/20/2016	166882	8009	INTERWEST REBUILDERS, INC.	46298	1	10-66-250	.00	295.00	295.00
Total 166882:								.00		295.00
07/16	07/20/2016	166883	15013	INTERWEST SUPPLY COMPAN	IN0058456	1	10-66-250	.00	757.60	757.60
Total 166883:								.00		757.60
07/16	07/20/2016	166884	15465	JENNIFER FISO	070516	1	17-80-610	.00	70.00	70.00
Total 166884:								.00		70.00
07/16	07/20/2016	166885	11106	JOHNSTONE SUPPLY	388-S340145	1	52-40-620	.00	4,194.00	4,194.00
Total 166885:								.00		4,194.00
07/16	07/20/2016	166886	15321	JOSE MORAN	071116	1	17-34-400	.00	50.00	50.00
Total 166886:								.00		50.00
07/16	07/20/2016	166887	12505	JOY EASTWOOD	072016	1	10-43-290	.00	40.00	40.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 166887:								.00		40.00
07/16	07/20/2016	166888	15061	JUSTIN PERRY	071416	1	10-54-230	.00	2,600.00	2,600.00
07/16	07/20/2016	166888	15061	JUSTIN PERRY	071416	1	10-54-230	.00	2,600.00-	2,600.00- V
Total 166888:								.00		.00
07/16	07/20/2016	166889	15186	KIDS FOR SPORT FOUNDATIO	071416	1	17-80-610	.00	70.00	70.00
Total 166889:								.00		70.00
07/16	07/20/2016	166890	11760	KRAIG HAFEN	061716	1	10-41-230	.00	87.48	87.48
Total 166890:								.00		87.48
07/16	07/20/2016	166891	8729	KRUGER, I., INC.	16000415 RL	1	52-40-620	.00	1,146.48	1,146.48
Total 166891:								.00		1,146.48
07/16	07/20/2016	166892	3050	L V REVIEW-JOURNAL	I0000823971	1	10-54-230	.00	200.00	200.00
Total 166892:								.00		200.00
07/16	07/20/2016	166893	15053	LAMPPOST ELECTRIC LLC	CITY 16-007	1	10-76-610	.00	2,370.00	2,370.00
07/16	07/20/2016	166893	15053	LAMPPOST ELECTRIC LLC	CITY 16-009	1	10-76-610	.00	1,485.00	1,485.00
Total 166893:								.00		3,855.00
07/16	07/20/2016	166894	9979	LARRY LEMIEUX	071916	1	12-87-310	.00	2,333.69	2,333.69
07/16	07/20/2016	166894	9979	LARRY LEMIEUX	071916	2	12-87-695	.00	149.42-	149.42-
07/16	07/20/2016	166894	9979	LARRY LEMIEUX	071916	3	12-87-610	.00	28.00-	28.00-
07/16	07/20/2016	166894	9979	LARRY LEMIEUX	071916 WC	1	12-87-610	.00	50.92-	50.92-
Total 166894:								.00		2,105.35
07/16	07/20/2016	166895	10158	LAS VEGAS METRO POLICE DE	90198553	1	10-54-310	.00	579.00	579.00

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Total 166895:								.00		579.00
07/16	07/20/2016	166896	9733	LEXISNEXIS RISK SOLUTIONS	6691073-201	1	15-51-630	.00	50.00	50.00
07/16	07/20/2016	166896	9733	LEXISNEXIS RISK SOLUTIONS	6691073-201	1	15-51-630	.00	50.00	50.00
Total 166896:								.00		100.00
07/16	07/20/2016	166897	9516	LIFE ASSIST INC.	757781	1	10-57-615	.00	1,757.29	1,757.29
07/16	07/20/2016	166897	9516	LIFE ASSIST INC.	757821	1	10-57-615	.00	1,205.03	1,205.03
07/16	07/20/2016	166897	9516	LIFE ASSIST INC.	757870	1	10-57-615	.00	123.00	123.00
07/16	07/20/2016	166897	9516	LIFE ASSIST INC.	757873	1	10-57-615	.00	123.00	123.00
07/16	07/20/2016	166897	9516	LIFE ASSIST INC.	757960	1	10-57-615	.00	728.81	728.81
Total 166897:								.00		3,937.13
07/16	07/20/2016	166898	8090	LINCOLN COM. POOL EQUIPME	SI294939	1	10-81-250	.00	1,016.53	1,016.53
Total 166898:								.00		1,016.53
07/16	07/20/2016	166899	14207	LUNAS CONSTRUCTION CLEA	T-30436	1	10-66-250	.00	39.00	39.00
Total 166899:								.00		39.00
07/16	07/20/2016	166900	14062	M2COMSYS	T8701	1	10-44-310	.00	385.99	385.99
Total 166900:								.00		385.99
07/16	07/20/2016	166901	13504	MASTER CRAFTSMEN	192	1	10-66-250	.00	1,193.20	1,193.20
Total 166901:								.00		1,193.20
07/16	07/20/2016	166902	3276	CENTRAL MONITORING STATI	070816	1	10-38-701	.00	14.84	14.84
07/16	07/20/2016	166902	3276	CENTRAL MONITORING STATI	264854	1	10-49-610	.00	21.95	21.95
07/16	07/20/2016	166902	3276	CENTRAL MONITORING STATI	264854	2	10-55-610	.00	21.95	21.95
07/16	07/20/2016	166902	3276	CENTRAL MONITORING STATI	264854	3	10-57-310	.00	38.90	38.90
07/16	07/20/2016	166902	3276	CENTRAL MONITORING STATI	264854	4	10-63-310	.00	37.90	37.90
07/16	07/20/2016	166902	3276	CENTRAL MONITORING STATI	264854	5	10-66-610	.00	16.95	16.95
07/16	07/20/2016	166902	3276	CENTRAL MONITORING STATI	264854	6	10-65-610	.00	21.95	21.95

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07/16	07/20/2016	166902	3276	CENTRAL MONITORING STATI	264854	7	10-70-610	.00	18.95	18.95
07/16	07/20/2016	166902	3276	CENTRAL MONITORING STATI	264854	8	10-76-310	.00	18.95	18.95
07/16	07/20/2016	166902	3276	CENTRAL MONITORING STATI	264854	9	10-81-310	.00	59.85	59.85
07/16	07/20/2016	166902	3276	CENTRAL MONITORING STATI	264854	10	10-82-620	.00	21.95	21.95
07/16	07/20/2016	166902	3276	CENTRAL MONITORING STATI	264854	11	16-71-280	.00	38.90	38.90
07/16	07/20/2016	166902	3276	CENTRAL MONITORING STATI	264854	12	52-40-310	.00	16.95	16.95
07/16	07/20/2016	166902	3276	CENTRAL MONITORING STATI	264854	13	10-38-701	.00	21.95	21.95
Total 166902:								.00		371.94
07/16	07/20/2016	166903	11236	MEADOW GOLD DAIRIES	59605471	1	16-71-480	.00	219.34	219.34
07/16	07/20/2016	166903	11236	MEADOW GOLD DAIRIES	59605534	1	16-71-480	.00	243.66	243.66
Total 166903:								.00		463.00
07/16	07/20/2016	166904	15289	MEADOW VALLEY CONTRACT	10	1	45-40-812	.00	33,545.84	33,545.84
Total 166904:								.00		33,545.84
07/16	07/20/2016	166905	9980	MEGA-PRO INTERNATIONAL	21050	1	17-80-610	.00	385.25	385.25
Total 166905:								.00		385.25
07/16	07/20/2016	166906	10764	MESA VIEW REGIONAL HOSPIT	053116	1	10-57-320	.00	33.00	33.00
Total 166906:								.00		33.00
07/16	07/20/2016	166907	11650	MESQUITE FORD	380549	1	10-66-250	.00	484.59	484.59
07/16	07/20/2016	166907	11650	MESQUITE FORD	380550	1	10-66-250	.00	67.46	67.46
07/16	07/20/2016	166907	11650	MESQUITE FORD	380571	1	10-66-250	.00	122.64	122.64
07/16	07/20/2016	166907	11650	MESQUITE FORD	380587	1	10-66-250	.00	40.74	40.74
07/16	07/20/2016	166907	11650	MESQUITE FORD	380588	1	10-66-250	.00	79.89	79.89
07/16	07/20/2016	166907	11650	MESQUITE FORD	380614	1	10-66-250	.00	122.64	122.64
07/16	07/20/2016	166907	11650	MESQUITE FORD	380618	1	10-66-250	.00	40.74	40.74
07/16	07/20/2016	166907	11650	MESQUITE FORD	380622	1	10-66-250	.00	112.58	112.58
07/16	07/20/2016	166907	11650	MESQUITE FORD	380656	1	10-66-250	.00	228.06	228.06
Total 166907:								.00		1,217.86

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07/16	07/20/2016	166908	3500	MESQUITE LUMBER & SUPPLY	JUN 16	1	10-57-610	.00	25.28	25.28
07/16	07/20/2016	166908	3500	MESQUITE LUMBER & SUPPLY	JUN 16	2	52-40-610	.00	428.45	428.45
07/16	07/20/2016	166908	3500	MESQUITE LUMBER & SUPPLY	JUN 16	3	10-63-610	.00	567.80	567.80
07/16	07/20/2016	166908	3500	MESQUITE LUMBER & SUPPLY	JUN 16	4	10-65-250	.00	29.76	29.76
07/16	07/20/2016	166908	3500	MESQUITE LUMBER & SUPPLY	JUN 16	5	10-65-610	.00	129.37	129.37
07/16	07/20/2016	166908	3500	MESQUITE LUMBER & SUPPLY	JUN 16	6	10-65-480	.00	80.85	80.85
07/16	07/20/2016	166908	3500	MESQUITE LUMBER & SUPPLY	JUN 16	7	10-81-240	.00	28.98	28.98
07/16	07/20/2016	166908	3500	MESQUITE LUMBER & SUPPLY	JUN 16	8	10-76-610	.00	936.87	936.87
07/16	07/20/2016	166908	3500	MESQUITE LUMBER & SUPPLY	JUN 16	9	12-87-610	.00	39.98	39.98
07/16	07/20/2016	166908	3500	MESQUITE LUMBER & SUPPLY	JUN 16	10	13-40-450	.00	129.99	129.99
07/16	07/20/2016	166908	3500	MESQUITE LUMBER & SUPPLY	JUN 16	11	10-54-250	.00	6.49	6.49
07/16	07/20/2016	166908	3500	MESQUITE LUMBER & SUPPLY	JUN 16	12	10-81-610	.00	100.90	100.90
07/16	07/20/2016	166908	3500	MESQUITE LUMBER & SUPPLY	JUN 16	13	10-76-250	.00	1,800.00	1,800.00
07/16	07/20/2016	166908	3500	MESQUITE LUMBER & SUPPLY	JUN 16	14	10-38-900	.00	185.00	185.00
Total 166908:								.00		4,119.72
07/16	07/20/2016	166909	15469	MESQUITE VISTAS COMMUNIT	071916	1	10-32-110	.00	300.00	300.00
Total 166909:								.00		300.00
07/16	07/20/2016	166910	3580	MORCON INDUSTRIAL SPECIA	0013295-IN	1	10-63-610	.00	234.00	234.00
07/16	07/20/2016	166910	3580	MORCON INDUSTRIAL SPECIA	0013299-IN	1	10-63-610	.00	14.45	14.45
07/16	07/20/2016	166910	3580	MORCON INDUSTRIAL SPECIA	0013302-IN	1	10-63-610	.00	131.38	131.38
07/16	07/20/2016	166910	3580	MORCON INDUSTRIAL SPECIA	0013304-IN	1	10-63-610	.00	174.94	174.94
07/16	07/20/2016	166910	3580	MORCON INDUSTRIAL SPECIA	0013368-IN	1	10-63-610	.00	3.99	3.99
07/16	07/20/2016	166910	3580	MORCON INDUSTRIAL SPECIA	0013369-IN	1	10-63-610	.00	233.63	233.63
07/16	07/20/2016	166910	3580	MORCON INDUSTRIAL SPECIA	0013370-IN	1	10-63-610	.00	164.40	164.40
07/16	07/20/2016	166910	3580	MORCON INDUSTRIAL SPECIA	0013378-IN	1	10-65-610	.00	298.13	298.13
07/16	07/20/2016	166910	3580	MORCON INDUSTRIAL SPECIA	0013385-IN	1	10-63-610	.00	58.63	58.63
07/16	07/20/2016	166910	3580	MORCON INDUSTRIAL SPECIA	0013388-IN	1	10-63-610	.00	147.61	147.61
07/16	07/20/2016	166910	3580	MORCON INDUSTRIAL SPECIA	0013408-IN	1	10-76-610	.00	58.69	58.69
07/16	07/20/2016	166910	3580	MORCON INDUSTRIAL SPECIA	0013442-IN	1	10-63-610	.00	270.14	270.14
07/16	07/20/2016	166910	3580	MORCON INDUSTRIAL SPECIA	0013472-IN	1	10-66-610	.00	226.95	226.95
07/16	07/20/2016	166910	3580	MORCON INDUSTRIAL SPECIA	0013483-IN	1	10-63-610	.00	177.56	177.56
07/16	07/20/2016	166910	3580	MORCON INDUSTRIAL SPECIA	0013510-IN	1	10-76-610	.00	1,282.62	1,282.62
07/16	07/20/2016	166910	3580	MORCON INDUSTRIAL SPECIA	0013511-IN	1	10-76-610	.00	106.28	106.28
07/16	07/20/2016	166910	3580	MORCON INDUSTRIAL SPECIA	0013512-IN	1	10-76-610	.00	1,346.94	1,346.94

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Total 166910:								.00		4,930.34
07/16	07/20/2016	166911	14416	MOTOROLA SOLUTIONS	78346040	1	10-47-310	.00	21,699.26	21,699.26
Total 166911:								.00		21,699.26
07/16	07/20/2016	166912	3653	MOUNT OLYMPUS WATERS, IN	10217943 07	1	10-55-240	.00	30.47	30.47
07/16	07/20/2016	166912	3653	MOUNT OLYMPUS WATERS, IN	10219318 07	1	10-54-240	.00	55.00	55.00
07/16	07/20/2016	166912	3653	MOUNT OLYMPUS WATERS, IN	10219327 07	1	10-49-610	.00	119.81	119.81
07/16	07/20/2016	166912	3653	MOUNT OLYMPUS WATERS, IN	10219327 07	2	10-41-610	.00	77.35	77.35
07/16	07/20/2016	166912	3653	MOUNT OLYMPUS WATERS, IN	10219327 07	3	12-87-610	.00	19.91	19.91
07/16	07/20/2016	166912	3653	MOUNT OLYMPUS WATERS, IN	10219825 07	1	16-71-480	.00	14.49	14.49
Total 166912:								.00		317.03
07/16	07/20/2016	166913	14058	MTM CLEANING SERVICE	216	1	10-63-310	.00	890.00	890.00
Total 166913:								.00		890.00
07/16	07/20/2016	166914	14947	NAPA AUTOPARTS MESQUITE	022901	1	10-66-480	.00	7.46	7.46
Total 166914:								.00		7.46
07/16	07/20/2016	166915	11293	NATL. TACTICAL OFFICERS AS	071216	1	10-54-210	.00	150.00	150.00
Total 166915:								.00		150.00
07/16	07/20/2016	166916	14877	NETMOTION WIRELESS INC	10031985	1	10-47-310	.00	3,543.75	3,543.75
Total 166916:								.00		3,543.75
07/16	07/20/2016	166917	13836	NEVADA STATE FIRE MARSHA	071416	1	17-80-485	.00	22.00	22.00
Total 166917:								.00		22.00
07/16	07/20/2016	166918	15228	NOREX, INC	6378380/0	1	10-47-310	.00	1,999.00	1,999.00

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Total 166918:								.00		1,999.00
07/16	07/20/2016	166919	11404	OLIVER PRODUCTS CO.	862660	1	16-71-480	.00	1,968.00	1,968.00
Total 166919:								.00		1,968.00
07/16	07/20/2016	166920	14468	ONESOURCE WATER LLC	CNIV166301	1	10-81-610	.00	38.77	38.77
Total 166920:								.00		38.77
07/16	07/20/2016	166921	4200	OVERTON POWER	2328	1	10-54-694	.00	5,400.41	5,400.41
07/16	07/20/2016	166921	4200	OVERTON POWER	2328	2	10-55-694	.00	2,757.43	2,757.43
07/16	07/20/2016	166921	4200	OVERTON POWER	2328	3	10-57-694	.00	2,622.05	2,622.05
07/16	07/20/2016	166921	4200	OVERTON POWER	2328	4	10-49-280	.00	2,886.68	2,886.68
07/16	07/20/2016	166921	4200	OVERTON POWER	2328	5	10-63-694	.00	38.64	38.64
07/16	07/20/2016	166921	4200	OVERTON POWER	2328	6	10-65-694	.00	1,035.23	1,035.23
07/16	07/20/2016	166921	4200	OVERTON POWER	2328	7	10-66-694	.00	634.78	634.78
07/16	07/20/2016	166921	4200	OVERTON POWER	2328	8	10-70-694	.00	679.22	679.22
07/16	07/20/2016	166921	4200	OVERTON POWER	2328	9	10-76-694	.00	6,438.27	6,438.27
07/16	07/20/2016	166921	4200	OVERTON POWER	2328	10	10-81-694	.00	19,040.42	19,040.42
07/16	07/20/2016	166921	4200	OVERTON POWER	2328	11	10-82-694	.00	285.72	285.72
07/16	07/20/2016	166921	4200	OVERTON POWER	2328	12	12-87-694	.00	1,719.44	1,719.44
07/16	07/20/2016	166921	4200	OVERTON POWER	2328	13	16-71-694	.00	2,553.75	2,553.75
07/16	07/20/2016	166921	4200	OVERTON POWER	2328	14	10-49-280	.00	263.75	263.75
07/16	07/20/2016	166921	4200	OVERTON POWER	2328	15	10-49-280	.00	562.16	562.16
07/16	07/20/2016	166921	4200	OVERTON POWER	2328	16	10-65-280	.00	18,068.50	18,068.50
07/16	07/20/2016	166921	4200	OVERTON POWER	2328	17	10-38-701	.00	148.11	148.11
07/16	07/20/2016	166921	4200	OVERTON POWER	2328	18	10-38-701	.00	1,198.34	1,198.34
07/16	07/20/2016	166921	4200	OVERTON POWER	2328	19	52-40-280	.00	25,516.32	25,516.32
Total 166921:								.00		91,849.22
07/16	07/20/2016	166922	14608	PARTS TOWN, LLC	20155469	1	10-63-610	.00	67.98	67.98
Total 166922:								.00		67.98
07/16	07/20/2016	166923	14864	PRESTON'S MOBILE SHREDDIN	562530	1	10-54-310	.00	90.00	90.00

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								.00		90.00
07/16	07/20/2016	166924	15035	PRIORITY DISPATCH CORP	129596	1	10-47-310	.00	8,634.00	8,634.00
								.00		8,634.00
07/16	07/20/2016	166925	4402	PRO GLASS & PAINT, INC.	3408	1	10-63-610	.00	146.00	146.00
								.00		146.00
07/16	07/20/2016	166926	12090	R. C. WORLDWIDE	071316	1	10-63-610	.00	12.00	12.00
07/16	07/20/2016	166926	12090	R. C. WORLDWIDE	62916	1	10-63-610	.00	32.00	32.00
								.00		44.00
07/16	07/20/2016	166927	13670	REDWOOD TOXICOLOGY LABO	1138802016	1	10-48-240	.00	13.25	13.25
								.00		13.25
07/16	07/20/2016	166928	15466	REGAN STOLZENBERG	071416	1	17-80-610	.00	60.00	60.00
								.00		60.00
07/16	07/20/2016	166929	14527	RIO VIRGIN TELEPHONE COMP	84450702FA	1	10-47-310	.00	956.64	956.64
								.00		956.64
07/16	07/20/2016	166930	15105	RMEC ENVIRONMENTAL, INC.	3613	1	10-73-310	.00	3,467.10	3,467.10
								.00		3,467.10
07/16	07/20/2016	166931	13868	S.E. MECHANICAL, LLC	INV 001655	1	52-40-620	.00	480.00	480.00
								.00		480.00
07/16	07/20/2016	166932	13373	SADA SYSTEMS INC	124350	1	10-47-310	.00	19,800.00	19,800.00

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Total 166932:								.00		19,800.00
07/16	07/20/2016	166933	15430	SATELLITE TRACKING OF PEO	STPINV0002	1	15-51-500	.00	270.75	270.75
Total 166933:								.00		270.75
07/16	07/20/2016	166934	12196	SHERWIN- WILLIAMS STORE 85	1822-1	1	10-81-610	.00	56.82	56.82
Total 166934:								.00		56.82
07/16	07/20/2016	166935	13011	SILVERSTATE ANALYTICAL LA	61732	1	52-40-310	.00	453.00	453.00
07/16	07/20/2016	166935	13011	SILVERSTATE ANALYTICAL LA	61878	1	52-40-310	.00	453.00	453.00
07/16	07/20/2016	166935	13011	SILVERSTATE ANALYTICAL LA	61998	1	52-40-310	.00	453.00	453.00
Total 166935:								.00		1,359.00
07/16	07/20/2016	166936	10743	SKM, INC.	M144	1	52-40-620	.00	190.00	190.00
Total 166936:								.00		190.00
07/16	07/20/2016	166937	8282	SMITH CUSTOMER CHGS	418771- JUL	1	16-71-480	.00	188.34	188.34
07/16	07/20/2016	166937	8282	SMITH CUSTOMER CHGS	418771- JUL	2	16-71-480	.00	149.74	149.74
07/16	07/20/2016	166937	8282	SMITH CUSTOMER CHGS	421081- JUL	1	10-55-620	.00	246.10	246.10
07/16	07/20/2016	166937	8282	SMITH CUSTOMER CHGS	421081- JUL	2	10-55-620	.00	166.92	166.92
07/16	07/20/2016	166937	8282	SMITH CUSTOMER CHGS	421084- JUL	1	10-57-610	.00	55.19	55.19
07/16	07/20/2016	166937	8282	SMITH CUSTOMER CHGS	421084- JUL	3	10-82-610	.00	29.95	29.95
Total 166937:								.00		836.24
07/16	07/20/2016	166938	11387	SO. NV HEALTH DISTRICT	IN0141592	1	10-55-320	.00	121.00	121.00
Total 166938:								.00		121.00
07/16	07/20/2016	166939	10406	SO. NV. TRANSIT COALITION	273 JUN 16	1	15-51-500	.00	50.00	50.00
Total 166939:								.00		50.00
07/16	07/20/2016	166940	15368	SOUTHERN NV HEALTH DISTRI	IN0138218	1	16-71-610	.00	1,202.60	1,202.60

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07/16	07/20/2016	166940	15368	SOUTHERN NV HEALTH DISTRI	IN0139612	1	10-81-610	.00	912.00	912.00
07/16	07/20/2016	166940	15368	SOUTHERN NV HEALTH DISTRI	IN0141593	1	10-81-610	.00	1,934.00	1,934.00
07/16	07/20/2016	166940	15368	SOUTHERN NV HEALTH DISTRI	IN0144933	1	17-80-485	.00	354.00	354.00
Total 166940:								.00		4,402.60
07/16	07/20/2016	166941	13068	SOUTHWEST PLUMBING SUPP	S2670899.00	1	10-63-610	.00	191.54	191.54
07/16	07/20/2016	166941	13068	SOUTHWEST PLUMBING SUPP	S2678031.00	1	10-63-610	.00	99.71	99.71
Total 166941:								.00		291.25
07/16	07/20/2016	166942	9500	SPILLMAN TECHNOLOGIES, IN	32877	1	10-47-310	.00	58,709.00	58,709.00
Total 166942:								.00		58,709.00
07/16	07/20/2016	166943	10591	SPRINKLER SUPPLY-ST. GEOR	K35643	1	10-76-610	.00	1,359.32	1,359.32
07/16	07/20/2016	166943	10591	SPRINKLER SUPPLY-ST. GEOR	K43996	1	10-76-610	.00	1,741.91	1,741.91
Total 166943:								.00		3,101.23
07/16	07/20/2016	166944	10558	ST. OF NV. PUBLIC EMP. BENE	JUL 2016	1	10-49-130	.00	836.63	836.63
Total 166944:								.00		836.63
07/16	07/20/2016	166945	8989	STAPLES ADVANTAGE	3304761537	1	16-71-240	.00	19.41	19.41
07/16	07/20/2016	166945	8989	STAPLES ADVANTAGE	3304761540	1	10-56-610	.00	82.33-	82.33-
07/16	07/20/2016	166945	8989	STAPLES ADVANTAGE	3306159730	1	10-54-240	.00	12.24	12.24
07/16	07/20/2016	166945	8989	STAPLES ADVANTAGE	3306232385	1	10-81-240	.00	597.07	597.07
07/16	07/20/2016	166945	8989	STAPLES ADVANTAGE	3306232386	1	10-81-240	.00	10.44	10.44
07/16	07/20/2016	166945	8989	STAPLES ADVANTAGE	3306232387	1	10-81-240	.00	8.02	8.02
07/16	07/20/2016	166945	8989	STAPLES ADVANTAGE	3306232388	1	10-81-240	.00	20.10	20.10
07/16	07/20/2016	166945	8989	STAPLES ADVANTAGE	3306587050	1	16-71-240	.00	98.68-	98.68-
07/16	07/20/2016	166945	8989	STAPLES ADVANTAGE	3306703419	1	10-81-240	.00	181.03	181.03
07/16	07/20/2016	166945	8989	STAPLES ADVANTAGE	3306703420	1	10-81-240	.00	67.07	67.07
07/16	07/20/2016	166945	8989	STAPLES ADVANTAGE	3306703421	1	10-60-610	.00	12.03	12.03
07/16	07/20/2016	166945	8989	STAPLES ADVANTAGE	3306703422	1	10-54-240	.00	12.24-	12.24-
07/16	07/20/2016	166945	8989	STAPLES ADVANTAGE	3306989258	1	10-61-240	.00	24.94	24.94
07/16	07/20/2016	166945	8989	STAPLES ADVANTAGE	3307140533	1	16-71-240	.00	79.27-	79.27-
07/16	07/20/2016	166945	8989	STAPLES ADVANTAGE	3307600893	1	10-81-240	.00	65.04	65.04

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07/16	07/20/2016	166945	8989	STAPLES ADVANTAGE	3307940354	1	10-81-240	.00	185.28	185.28
07/16	07/20/2016	166945	8989	STAPLES ADVANTAGE	3307940355	1	10-49-240	.00	94.25	94.25
07/16	07/20/2016	166945	8989	STAPLES ADVANTAGE	3307940355	2	10-44-240	.00	26.00	26.00
Total 166945:								.00		1,050.40
07/16	07/20/2016	166946	3922	STATE OF NEVADA	40430	1	10-48-310	.00	382.50	382.50
07/16	07/20/2016	166946	3922	STATE OF NEVADA	40430	2	10-61-610	.00	191.25	191.25
07/16	07/20/2016	166946	3922	STATE OF NEVADA	40430	3	90-26129	.00	229.50	229.50
Total 166946:								.00		803.25
07/16	07/20/2016	166947	9870	STATE OF NEVADA	22851	1	12-87-610	.00	365.00	365.00
Total 166947:								.00		365.00
07/16	07/20/2016	166948	15170	SYNCB/AMAZON	0003594219	1	10-54-610	.00	47.27	47.27
07/16	07/20/2016	166948	15170	SYNCB/AMAZON	0260403502	1	10-54-610	.00	93.30	93.30
07/16	07/20/2016	166948	15170	SYNCB/AMAZON	1719969020	1	10-47-240	.00	79.99	79.99
Total 166948:								.00		220.56
07/16	07/20/2016	166949	13211	SYSCO LAS VEGAS, INC	611756641	1	16-71-480	.00	36.54-	36.54-
07/16	07/20/2016	166949	13211	SYSCO LAS VEGAS, INC	613639797	1	16-71-480	.00	1,300.13	1,300.13
07/16	07/20/2016	166949	13211	SYSCO LAS VEGAS, INC	613729881	1	16-71-480	.00	1,622.65	1,622.65
Total 166949:								.00		2,886.24
07/16	07/20/2016	166950	5290	THATCHER COMPANY	5021421	1	52-40-480	.00	1,752.68	1,752.68
07/16	07/20/2016	166950	5290	THATCHER COMPANY	5021427	1	10-81-610	.00	543.00	543.00
Total 166950:								.00		2,295.68
07/16	07/20/2016	166951	11278	THOMAS PETROLEUM	1800526-IN	1	10-66-250	.00	537.82	537.82
Total 166951:								.00		537.82
07/16	07/20/2016	166952	15287	TINK'S SUPERIOR AUTO PART	151541	1	10-66-250	.00	257.99	257.99

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Total 166952:								.00		257.99
07/16	07/20/2016	166953	12288	TOBY BUYNAR	10182	1	10-66-250	.00	1,245.00	1,245.00
Total 166953:								.00		1,245.00
07/16	07/20/2016	166954	14904	TRUCKPRO LLC SIX STATES	65 32115	1	10-66-250	.00	80.49	80.49
Total 166954:								.00		80.49
07/16	07/20/2016	166955	15467	TYSON KENNEDY	071316	1	10-48-620	.00	30.00	30.00
Total 166955:								.00		30.00
07/16	07/20/2016	166956	8770	U.S. FOODSERVICE - L.V. DIV.	4947022	1	10-55-620	.00	467.49	467.49
07/16	07/20/2016	166956	8770	U.S. FOODSERVICE - L.V. DIV.	4970358	1	16-71-480	.00	1,306.20	1,306.20
07/16	07/20/2016	166956	8770	U.S. FOODSERVICE - L.V. DIV.	5069292	1	10-55-620	.00	553.45	553.45
07/16	07/20/2016	166956	8770	U.S. FOODSERVICE - L.V. DIV.	5089713	1	16-71-480	.00	1,484.35	1,484.35
07/16	07/20/2016	166956	8770	U.S. FOODSERVICE - L.V. DIV.	5218184	1	16-71-480	.00	1,477.73	1,477.73
Total 166956:								.00		5,289.22
07/16	07/20/2016	166957	5661	UNIFORM CENTER II	68310-1	1	10-57-610	.00	15.00	15.00
07/16	07/20/2016	166957	5661	UNIFORM CENTER II	68311-1	1	10-57-610	.00	180.00	180.00
07/16	07/20/2016	166957	5661	UNIFORM CENTER II	68535-1	1	10-57-610	.00	99.98	99.98
07/16	07/20/2016	166957	5661	UNIFORM CENTER II	68556-1	1	10-57-610	.00	200.00	200.00
07/16	07/20/2016	166957	5661	UNIFORM CENTER II	68557-1	1	10-57-610	.00	200.00	200.00
07/16	07/20/2016	166957	5661	UNIFORM CENTER II	68558-1	1	10-57-610	.00	200.00	200.00
07/16	07/20/2016	166957	5661	UNIFORM CENTER II	68559-1	1	10-57-610	.00	200.00	200.00
07/16	07/20/2016	166957	5661	UNIFORM CENTER II	68560-1	1	10-57-610	.00	200.00	200.00
07/16	07/20/2016	166957	5661	UNIFORM CENTER II	68561-1	1	10-57-610	.00	200.00	200.00
07/16	07/20/2016	166957	5661	UNIFORM CENTER II	68562-1	1	10-57-610	.00	200.00	200.00
07/16	07/20/2016	166957	5661	UNIFORM CENTER II	68563-1	1	10-57-610	.00	200.00	200.00
07/16	07/20/2016	166957	5661	UNIFORM CENTER II	68564-1	1	10-57-610	.00	200.00	200.00
07/16	07/20/2016	166957	5661	UNIFORM CENTER II	68565-1	1	10-57-610	.00	200.00	200.00
07/16	07/20/2016	166957	5661	UNIFORM CENTER II	68566-1	1	10-57-610	.00	200.00	200.00
07/16	07/20/2016	166957	5661	UNIFORM CENTER II	68568-1	1	10-57-610	.00	200.00	200.00
07/16	07/20/2016	166957	5661	UNIFORM CENTER II	68569-1	1	10-57-610	.00	200.00	200.00

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07/16	07/20/2016	166957	5661	UNIFORM CENTER II	68570-1	1	10-57-610	.00	200.00	200.00
07/16	07/20/2016	166957	5661	UNIFORM CENTER II	68571-1	1	10-57-610	.00	200.00	200.00
07/16	07/20/2016	166957	5661	UNIFORM CENTER II	68572-1	1	10-57-610	.00	200.00	200.00
07/16	07/20/2016	166957	5661	UNIFORM CENTER II	68573-1	1	10-57-610	.00	200.00	200.00
07/16	07/20/2016	166957	5661	UNIFORM CENTER II	68574-1	1	10-57-610	.00	230.00	230.00
07/16	07/20/2016	166957	5661	UNIFORM CENTER II	68575-1	1	10-57-610	.00	200.00	200.00
07/16	07/20/2016	166957	5661	UNIFORM CENTER II	68576-1	1	10-57-610	.00	200.00	200.00
07/16	07/20/2016	166957	5661	UNIFORM CENTER II	68577-1	1	10-57-610	.00	200.00	200.00
07/16	07/20/2016	166957	5661	UNIFORM CENTER II	68578-1	1	10-57-610	.00	200.00	200.00
07/16	07/20/2016	166957	5661	UNIFORM CENTER II	68579-1	1	10-57-610	.00	200.00	200.00
07/16	07/20/2016	166957	5661	UNIFORM CENTER II	68580-1	1	10-57-610	.00	200.00	200.00
Total 166957:								.00		5,124.98
07/16	07/20/2016	166958	5616	UNITED PARCEL SERVICE	00009E1629	1	10-49-240	.00	50.00	50.00
07/16	07/20/2016	166958	5616	UNITED PARCEL SERVICE	00009E1629	2	10-54-240	.00	8.50	8.50
07/16	07/20/2016	166958	5616	UNITED PARCEL SERVICE	00009E1629	3	10-54-240	.00	12.10	12.10
Total 166958:								.00		70.60
07/16	07/20/2016	166959	15147	VALUATION CONSULTANTS	SP-16-41 &	1	25-85-620	.00	3,500.00	3,500.00
Total 166959:								.00		3,500.00
07/16	07/20/2016	166960	12230	VIEW ON MESQUITE, LLC	4765	1	25-85-620	.00	250.00	250.00
Total 166960:								.00		250.00
07/16	07/20/2016	166961	8748	VIRGIN VALLEY VETERINARY H	223594	1	10-70-310	.00	100.80	100.80
07/16	07/20/2016	166961	8748	VIRGIN VALLEY VETERINARY H	223837	1	10-70-310	.00	130.20	130.20
Total 166961:								.00		231.00
07/16	07/20/2016	166962	14218	WARREN B HARDY II	1607	1	10-41-310	.00	2,500.00	2,500.00
Total 166962:								.00		2,500.00
07/16	07/20/2016	166963	9788	WATERTECH, INC	060389	1	52-40-480	.00	3,582.00	3,582.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 166963:								.00		3,582.00
07/16	07/20/2016	166964	11968	WAYNE RASMUSSEN	080416	1	10-47-230	.00	558.00	558.00
Total 166964:								.00		558.00
07/16	07/20/2016	166965	10077	WELLS FARGO	061316 A B	1	10-41-230	.00	40.00	40.00
07/16	07/20/2016	166965	10077	WELLS FARGO	061316 AB	1	10-41-610	.00	26.00	26.00
07/16	07/20/2016	166965	10077	WELLS FARGO	061316 AB	2	10-43-230	.00	34.56	34.56
07/16	07/20/2016	166965	10077	WELLS FARGO	061316 AB	3	10-43-610	.00	30.00	30.00
07/16	07/20/2016	166965	10077	WELLS FARGO	061316 AB	4	10-41-230	.00	48.26	48.26
07/16	07/20/2016	166965	10077	WELLS FARGO	061316 AL	1	10-41-620	.00	25.88	25.88
07/16	07/20/2016	166965	10077	WELLS FARGO	061316 B T	1	10-63-610	.00	1,001.64	1,001.64
07/16	07/20/2016	166965	10077	WELLS FARGO	061316 B T	2	10-63-250	.00	139.70	139.70
07/16	07/20/2016	166965	10077	WELLS FARGO	061316 B T	3	10-65-610	.00	90.61	90.61
07/16	07/20/2016	166965	10077	WELLS FARGO	061316 B T	4	52-40-610	.00	342.60	342.60
07/16	07/20/2016	166965	10077	WELLS FARGO	061316 B T	5	22-65-746	.00	3,420.10	3,420.10
07/16	07/20/2016	166965	10077	WELLS FARGO	061316 BT	1	10-55-230	.00	35.00	35.00
07/16	07/20/2016	166965	10077	WELLS FARGO	061316 BT	2	10-55-320	.00	20.00	20.00
07/16	07/20/2016	166965	10077	WELLS FARGO	061316 DM	1	10-47-310	.00	49.95	49.95
07/16	07/20/2016	166965	10077	WELLS FARGO	061316 KC	1	10-57-230	.00	17.33	17.33
07/16	07/20/2016	166965	10077	WELLS FARGO	061316 KC	2	10-57-230	.00	475.00	475.00
07/16	07/20/2016	166965	10077	WELLS FARGO	061316 KC	3	10-57-230	.00	17.33	17.33
07/16	07/20/2016	166965	10077	WELLS FARGO	061316 KC	4	10-57-230	.00	1,860.00	1,860.00
07/16	07/20/2016	166965	10077	WELLS FARGO	061316 KC	5	10-57-250	.00	927.76	927.76
07/16	07/20/2016	166965	10077	WELLS FARGO	061316 KC	6	10-57-250	.00	63.88	63.88
07/16	07/20/2016	166965	10077	WELLS FARGO	061316 KC	7	10-57-230	.00	930.00	930.00
07/16	07/20/2016	166965	10077	WELLS FARGO	061316 KC	8	10-57-230	.00	17.19	17.19
07/16	07/20/2016	166965	10077	WELLS FARGO	061316 KC	9	10-57-230	.00	10.84	10.84
07/16	07/20/2016	166965	10077	WELLS FARGO	061316 KC	10	10-57-230	.00	361.96	361.96
07/16	07/20/2016	166965	10077	WELLS FARGO	061316 MC	1	10-54-625	.00	66.08	66.08
07/16	07/20/2016	166965	10077	WELLS FARGO	061316 MC	2	10-54-625	.00	1,182.00	1,182.00
07/16	07/20/2016	166965	10077	WELLS FARGO	061316 R S	1	10-50-230	.00	34.72	34.72
07/16	07/20/2016	166965	10077	WELLS FARGO	061316 R S	2	10-50-230	.00	50.01	50.01
07/16	07/20/2016	166965	10077	WELLS FARGO	061316 RR	1	10-57-615	.00	1,005.80	1,005.80
07/16	07/20/2016	166965	10077	WELLS FARGO	061316 RR	2	10-57-230	.00	77.78	77.78
07/16	07/20/2016	166965	10077	WELLS FARGO	061316 RR	3	10-57-610	.00	39.99	39.99
07/16	07/20/2016	166965	10077	WELLS FARGO	061316 RR	4	10-57-610	.00	12.99	12.99

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07/16	07/20/2016	166965	10077	WELLS FARGO	061316 RR	5	10-57-250	.00	197.90	197.90
07/16	07/20/2016	166965	10077	WELLS FARGO	061316 RR	6	10-57-610	.00	647.82	647.82
07/16	07/20/2016	166965	10077	WELLS FARGO	061316 RR	7	10-57-610	.00	48.07	48.07
07/16	07/20/2016	166965	10077	WELLS FARGO	061316 RS	1	10-61-210	.00	135.00	135.00
07/16	07/20/2016	166965	10077	WELLS FARGO	061316 RS	2	10-61-210	.00	150.00	150.00
07/16	07/20/2016	166965	10077	WELLS FARGO	061316 RS	3	10-61-210	.00	80.54	80.54
07/16	07/20/2016	166965	10077	WELLS FARGO	061316 ST	1	10-54-230	.00	2,250.84	2,250.84
07/16	07/20/2016	166965	10077	WELLS FARGO	061316 ST	2	10-54-230	.00	2,250.84	2,250.84
07/16	07/20/2016	166965	10077	WELLS FARGO	061316 ST	3	10-54-310	.00	71.75	71.75
07/16	07/20/2016	166965	10077	WELLS FARGO	061316 ST	4	90-26118	.00	584.90	584.90
07/16	07/20/2016	166965	10077	WELLS FARGO	061316 ST	5	10-56-610	.00	129.62	129.62
07/16	07/20/2016	166965	10077	WELLS FARGO	061316 ST	6	10-56-610	.00	83.95	83.95
07/16	07/20/2016	166965	10077	WELLS FARGO	061316 ST	7	10-54-610	.00	638.40	638.40
07/16	07/20/2016	166965	10077	WELLS FARGO	061316 TT	1	10-54-260	.00	1,400.00	1,400.00
07/16	07/20/2016	166965	10077	WELLS FARGO	061316 TT	2	10-54-620	.00	340.00	340.00
07/16	07/20/2016	166965	10077	WELLS FARGO	061316NM	1	10-81-480	.00	39.99	39.99
Total 166965:								.00	17,002.90	17,002.90
07/16	07/20/2016	166966	8841	WEST PAYMENT CENTER	834254830	1	10-50-210	.00	491.26	491.26
Total 166966:								.00	491.26	491.26
07/16	07/20/2016	166967	13405	WORD SYSTEMS	IN16479	1	10-54-310	.00	550.00	550.00
Total 166967:								.00	550.00	550.00
07/16	07/20/2016	166968	9901	XEROX CORPORATION	085240835	1	10-49-250	.00	349.12	349.12
07/16	07/20/2016	166968	9901	XEROX CORPORATION	085240835	2	10-49-250	.00	99.47	99.47
07/16	07/20/2016	166968	9901	XEROX CORPORATION	085240836	1	10-49-250	.00	326.83	326.83
07/16	07/20/2016	166968	9901	XEROX CORPORATION	085240836	2	10-49-250	.00	84.61	84.61
Total 166968:								.00	860.03	860.03
07/16	07/21/2016	166969	14074	CLARK COUNTY DEPT- AIR QU	72016	1	52-40-610	.00	1,065.00	1,065.00
07/16	07/21/2016	166969	14074	CLARK COUNTY DEPT- AIR QU	72016	2	10-63-610	.00	1,775.00	1,775.00
Total 166969:								.00	2,840.00	2,840.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
07/16	07/21/2016	166970	15061	JUSTIN PERRY	71816	1	10-54-230	.00	1,380.00	1,380.00
Total 166970:								.00	1,380.00	1,380.00
Grand Totals:								.00	478,939.10	478,939.10

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: August 9, 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
<b>DESCRIPTION:</b>									
Fund	Account #	Account Description	Incr.<Decr>	Budget	Fund	Account #	Account Description	Incr.<Decr>	Budget
<b>DESCRIPTION:</b>									
Fund	Account #	Account Description	Incr.<Decr>	Budget	Fund	Account #	Account Description	Incr.<Decr>	Budget
<b>DESCRIPTION:</b>									
Fund	Account #	Account Description	Incr.<Decr>	Budget	Fund	Account #	Account Description	Incr.<Decr>	Budget
<b>DESCRIPTION:</b>									
Fund	Account #	Account Description	Incr.<Decr>	Budget	Fund	Account #	Account Description	Incr.<Decr>	Budget
<b>DESCRIPTION:</b>									

**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
<b>DESCRIPTION:</b>									
<b>DESCRIPTION:</b>									
<b>DESCRIPTION:</b>									
<b>DESCRIPTION:</b>									
<b>DESCRIPTION:</b>									



## City Council Regular Agenda Item 4.

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**Subject:**

Consideration of Approval of a Beer, Wine, Spirit Based Product Off-Sale and a Full Liquor On-Sale liquor license for Rising Star Sports Ranch Resort, 333 N. Sandhill Blvd. - Possible Action

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**Petitioner:**

Richard Secrist

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**Staff Recommendation:**

Approve both liquor licenses for Rising Star Sports Ranch Resort.

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**Fiscal Impact:**

Revenue collected semi-annual from liquor licenses fees.

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**Budgeted Item:**

No

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**Background:**

Rising Star Sports Ranch Resort is set to open in October. If approved, the liquor licenses would be active upon the resort opening. The business wishes to sell beer, wine and spirit based products in the gift shop and sell all types of liquor at the bar.

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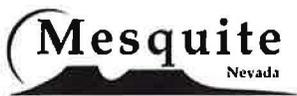
**Attachments:**

Rising Star Sports Ranch Resort Liquor License Application



August 09, 2016





7. NUMBER, TYPE & FEE OF LICENSE APPLIED FOR:

	<u>Origination Fee</u>	<u>Renewal Fee</u>
<u>1</u> Beer, Wine, Spirit Based Products Off- Sale	\$5,000	\$800/Semi-Annual
<u>    </u> Beer, Wine, Spirit Based Products On- Sale	\$2,500	\$750/Semi-Annual
<u>    </u> Restaurant w/ Bar	\$3,500	\$750/Semi-Annual
<u>    </u> Restaurant w/ Service Bar	\$2,500	\$500/Semi-Annual
<u>    </u> Full Liquor Off-Sale	\$20,000	\$3,500/Semi-Annual
<u>1</u> Full Liquor On-Sale	\$2,500	\$350/Semi-Annual
<u>    </u> Tavern	\$12,500	\$1,000/Semi-Annual
<u>    </u> Brew Pub	\$12,500	\$1,000/Semi-Annual
<u>    </u> Non-Restricted/Restricted Gaming	\$25,000	\$3,500/Semi-Annual
<u>    </u> Wholesale Import	\$3,500	\$750/Semi-Annual
<u>    </u> Nonprofit Club	\$300	\$200/Semi-Annual
<u>    </u> Liquor Catering	\$150/day	

(After the issuance of a license, each licensee shall pay, in addition to all other fees, a semiannual license renewal processing fee of \$50.00)

TOTAL LICENSE FEES PAID WITH THIS APPLICATION: \$ 8,650.00

INVESTIGATION FEE: \$250.00 per person for the first 3 persons and \$100.00 each additional person.

**Nonprofit Club Liquor License:** The investigation fee shall be \$100.00. (M.M.C. 2-4-3)

INVESTIGATION FEE PAID: \$ N/A

I hereby acknowledge and promise to pay all non-refundable investigation fees in an amount equal to the actual cost incurred by the City to complete the necessary investigation, and understand that this is due and payable prior to final action on my application.

Please Print Applicant Name Andre Carrier Title President & COO

Signature of Applicant:  Date 7/14/16

Office Use Only			
License # _____	Date <u>7/15/16</u>	Receipt # <u>2039849</u>	Amount <u>8,650.00</u>
City Council Date <u>8/19/16</u>	City Council Approval Date _____		

10 E. Mesquite Blvd., Mesquite, NV 89027  
702-346-2835 ext 3305, [www.mesquitenv.gov](http://www.mesquitenv.gov)

Si necesita asistencia en Espanol, por favor pregunte y alguien le ayudara



## City Council Regular Agenda Item 5.

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### **Subject:**

Consideration of Bid Award for the 2016 Mesquite Phase I Street Reconstruction Project.

- Public Comment
- Discussion and Possible Action

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### **Petitioner:**

Bill Tanner, Public Works Director

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### **Staff Recommendation:**

Recommendation for Approval to Staker and Parson Companies for \$609,083.20.

Public Works Construction Estimate for this project is \$900,000.00.

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### **Fiscal Impact:**

Project Cost: \$609,083.20

Budgeted in GL Account 11-65-740 (Street Maintenance) fund.

Currently the City of Mesquite has \$1,891,972.95 in Direct Distribution Funds through Regional Transportation, which will be reimbursed back to the City for this project.

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### **Budgeted Item:**

Yes

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### **Background:**

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Public Works opened bids on July 20, 2016 for the 2016 Mesquite Phase I Street Reconstruction Project.

Public Works recommends to award bid to the Lowest bidder Staker and Parson Companies for a total of \$609,083.20.

Bids were received from five companies as listed below:

Ace Engineering Inc (Ace Builders Inc)	\$ 841,661.78
Aggregate Industries Inc	\$ 794,605.00
J & J Enterprises Services Inc	\$1,430,460.00
Las Vegas Paving Corporation	\$ 669,000.00
Staker & Parsons Companies	\$ 609,083.20

The 2016 Mesquite Phase I Street Reconstruction Project will include following streets: Casa Grande Circle, Las Palmas Circle, Los Altos Circle, Mesa Boulevard, Palos Verdes Circle, Rancho Circle, East Sierra Vista Circle and West Sierra Vista Circle.

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**Attachments:**

- Bid Abstract
- Bid Proposals
- Addendum No 1 – 06/21/16
- Bid Documents & Specs
- Streets & Millings Site Plan
- Ad Posting & Bid Opening Documents

**“Mesquite Phase I Street Reconstruction Project - 2016”**

Bid Opening Date: July 20, 2016

Bid Opening Time: 10:00 AM

BASE BID			Las Vegas Paving		Aggregate Industries		J & J Enterprises		Staker Parsons		ACE Engineering		
Bid Item	Description	Estimated Quantity	Unit	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
<b>Bid Schedule 1</b>													
1	Mobilization and Demobilization	1	Lump Sum	\$8,350.00	\$8,350.00	\$18,856.00	\$18,856.00	\$13,682.00	\$13,682.00	\$4,250.00	\$4,250.00	\$25,553.98	\$25,553.98
2	Material Testing	1	Lump Sum	\$5,500.00	\$5,500.00	\$5,850.00	\$5,850.00	\$4,765.00	\$4,765.00	\$4,200.00	\$4,200.00	\$6,192.68	\$6,192.68
3	Removal and Disposal of Existing Asphalt and Compacting Subgrade	144,680	SF	\$0.36	\$52,084.80	\$0.45	\$65,106.00	\$0.88	\$127,318.40	\$0.18	\$26,042.40	\$0.36	\$52,084.80
4	Raise/Lower Existing H2O valves to grade with concrete collar	15	EA	\$900.00	\$13,500.00	\$815.00	\$12,225.00	\$891.00	\$13,365.00	\$630.00	\$9,450.00	\$620.57	\$9,308.55
5	Raise/Lower Existing manholes to grade with concrete collar	10	EA	\$1,050.00	\$10,500.00	\$1,130.00	\$11,300.00	\$1,112.00	\$11,120.00	\$900.00	\$9,000.00	\$842.82	\$8,428.20
6	Pavement Striping, Pavement Markings, Fire Hydrant Markers and Signs	1	Lump Sum	\$1,000.00	\$1,000.00	\$1,110.00	\$1,110.00	\$1,547.00	\$1,547.00	\$1,650.00	\$1,650.00	\$738.04	\$738.04
7	Furnish traffic contrl signs, barricades and flagging services	1	Lump Sum	\$6,000.00	\$6,000.00	\$12,290.00	\$12,290.00	\$8,823.00	\$8,823.00	\$2,625.00	\$2,625.00	\$9,143.21	\$9,143.21
8	Furnish and Install 2" Bituminous Plantmix Pavement (AC-30) with Fog Seal	144,680	SF	\$0.94	\$135,999.20	\$1.10	\$159,148.00	\$2.02	\$292,253.60	\$0.96	\$138,892.80	\$1.29	\$186,637.20
<b>Bid Schedule 1 Total</b>					<b>\$232,934.00</b>		<b>\$285,885.00</b>		<b>\$472,874.00</b>		<b>\$196,110.20</b>		<b>\$298,086.66</b>
<b>Bid Schedule 2</b>													
1	Mobilization and Demobilization	1	Lump Sum	\$9,176.00	\$9,176.00	\$12,648.00	\$12,648.00	\$21,494.00	\$21,494.00	\$7,500.00	\$7,500.00	\$29,367.93	\$29,367.93
2	Material Testing	1	Lump Sum	\$6,200.00	\$6,200.00	\$5,850.00	\$5,850.00	\$7,280.00	\$7,280.00	\$7,000.00	\$7,000.00	\$6,161.00	\$6,161.00
3	Removal and Disposal of Existing Asphalt and Compacting Subgrade	221,000	SF	\$0.33	\$72,930.00	\$0.45	\$99,450.00	\$1.23	\$271,830.00	\$0.20	\$44,200.00	\$0.23	\$50,830.00
4	Raise/Lower Existing H2O valves to grade with concrete collar	29	EA	\$900.00	\$26,100.00	\$815.00	\$23,635.00	\$891.00	\$25,839.00	\$630.00	\$18,270.00	\$606.54	\$17,589.66
5	Raise/Lower Existing manholes to grade with concrete collar	15	EA	\$1,050.00	\$15,750.00	\$1,130.00	\$16,950.00	\$1,112.00	\$16,680.00	\$900.00	\$13,500.00	\$1,065.09	\$15,976.35
6	Pavement Striping, Pavement Markings, Fire Hydrant Markers and Signs	1	Lump Sum	\$8,600.00	\$8,600.00	\$9,000.00	\$9,000.00	\$20,310.00	\$20,310.00	\$11,900.00	\$11,900.00	\$9,388.18	\$9,388.18
7	Furnish traffic contrl signs, barricades and flagging services	1	Lump Sum	\$10,600.00	\$10,600.00	\$22,115.00	\$22,115.00	\$17,647.00	\$17,647.00	\$4,725.00	\$4,725.00	\$7,402.00	\$7,402.00
9	Furnish and Install 3" Bituminous Plantmix Pavement (PG76-22) with Fog Seal	74,400	SF	\$1.43	\$106,392.00	\$1.53	\$113,832.00	\$3.00	\$223,200.00	\$1.53	\$113,832.00	\$2.04	\$151,776.00
10	Furnish and Install 3" Bituminous Plantmix Pavement (AC-30) with Fog Seal	146,600	SF	\$1.23	\$180,318.00	\$1.40	\$205,240.00	\$2.41	\$353,306.00	\$1.31	\$192,046.00	\$1.74	\$255,084.00
<b>Bid Schedule 2 Total</b>					<b>\$436,066.00</b>		<b>\$508,720.00</b>		<b>\$957,586.00</b>		<b>\$412,973.00</b>		<b>\$543,575.12</b>
<b>Total Bid (Schedule 1 + Schedule 2)</b>				<b>\$669,000.00</b>		<b>\$794,605.00</b>		<b>\$1,430,460.00</b>		<b>\$609,083.20</b>		<b>\$841,661.78</b>	

## BID PROPOSAL

Labor Commission Project Identifying Number: CL-2016-204

DATE: 6/20/2016

TO: City of Mesquite

FROM: Ace Engineering, Inc. DBA: Ace Builders, Inc.

Dear Sir:

Having carefully examined the plans and specifications entitled "**2016 Mesquite Phase I Street Reconstruction Project**" dated "**May 23, 2016**" prepared by the City of Mesquite Public Works and having visited the site to become familiar with all conditions affecting the cost of the work, the undersigned hereby proposes to furnish all fees, labor, materials, equipment and incidentals and perform all work in a manner called for in the said documents for the total sum listed below and as shown on the bid schedule:

**Total Bid Amount:**      \$ 841,661.78

The undersigned further agrees to execute the attached agreement between owner and contractor within 10 days after receiving a written notice of award and agrees to furnish within the 10 day period, all bonds and insurance required.

If awarded the contract, the undersigned further agrees to commence actual physical work to begin within 10 calendar days from the notification to proceed and that all work will be completed within **forty five (45)** calendar days from that date unless the time for completion is extended otherwise by the contract documents.

In case of failure on the part of the Contractor to complete the Work within the time fixed in the contract, the Contractor shall pay the Owner as fixed and liquidated damages the amount specified in Section 3.b of the Contract.

Respectfully Submitted,



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Authorized Agent Signature required

Bidder acknowledges the receipt of the following addendum:

No.	Dated
<u>1</u>	<u>6/21/2016</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

Nevada Contractor's License No.: 0076140

Classification: A - General

Limit: Unlimited

Performance & Payment Bond Rating: A

By: Zach May

Title: Project Manager

Legal Address: 1880 Wright Avenue, La Verne, CA 91750

# BID SCHEDULES

## "BID SCHEDULE 1"

Los Altos Cir., Casa Grande Cir., East Sierra Vista Cir., West Sierra Vista Cir., Palos Verdes Cir., Las Palmas Cir. and Rancho Cir.

**NOTE TO BIDDERS:**

The estimated quantities shown in the bid items are from measurements made from the plans.

If upon inspection prior to bidding or beginning work, the quantity amounts on the plans are found to vary substantially from the estimated quantities, the Contractor shall notify the (City of Mesquite).

Bid Item	Description	Estimated Quantity	Unit Price	Total Amount
1	Mobilization and Demobilization	1	Lump Sum 25,553.98	25,553.98
2	Material Testing	1	Lump Sum 6,192.68	6,192.68
3	Removal and Disposal of Existing Asphalt and Compacting Subgrade	144,680	sf 0.36	52,084.80
4	Raise/Lower existing H20 valves to grade with concrete collar	15	ea 620.57	9,308.55
5	Raise/Lower existing manholes to grade with concrete collar	10	ea 842.82	8,428.20
6	Pavement Striping, Pavement Markings, Fire Hydrant Markers and Signs	1	Lump Sum 738.04	738.04
7	Furnish traffic control signs, barricades and flagging services	1	Lump Sum 9,143.21	9,143.21
8	Furnish and Install 2" Bituminous Plantmix Pavement (AC-30) with Fog Seal	144,680	sf 1.29	186,637.20
<b>Bid Schedule 1 Total</b>				<b>298,086.66</b>

# BID SCHEDULES

## "BID SCHEDULE 2" Mesa Boulevard

**NOTE TO BIDDERS:**

The estimated quantities shown in the bid items are from measurements made from the plans.

If upon inspection prior to bidding or beginning work, the quantity amounts on the plans are found to vary substantially from the estimated quantities, the Contractor shall notify the (City of Mesquite).

1	Mobilization and Demobilization	1	Lump Sum	29,367.93	29,367.93
2	Material Testing	1	Lump Sum	6,161.00	6,161.00
3	Removal and Disposal of Existing Asphalt and Compacting Subgrade	221,000	sf	0.23	50,830.00
4	Raise/Lower existing H20 valves to grade with concrete collar	29	ea	606.54	17,589.66
5	Raise/Lower existing manholes to grade with concrete collar	15	ea	1,065.09	15,976.35
6	Pavement Striping, Pavement markings, Fire Hydrant markers and Signs	1	Lump Sum	9,388.18	9,388.18
7	Furnish traffic control signs, barricades and flagging services	1	Lump Sum	7,402.00	7,402.00
9	Furnish and install 3" Bituminous Plantmix Pavement (PG76-22) with Fog Seal	74,400	sf	2.04	151,776.00
10	Furnish and install 3" Bituminous Plantmix Pavement (AC-30) with Fog Seal	146,600	sf	1.74	255,084.00
<b>Bid Schedule 2 Total</b>					<b>543,575.12</b>

**TOTAL BID (Bid Schedule 1 + Bid Schedule 2) = 841,661.78**

## LIST OF SUBCONTRACTORS / MATERIAL SUPPLIERS PROVIDING 5%

### "2016 Phase I Street Reconstruction Project"

Following is an excerpt from NRS, all Subcontractors and Material Suppliers shall be listed which exceed Five (5) Percent of Bid Amount or Greater.

- Pursuant to NRS 338.141 paragraph (b) of subsection 1 - Bid shall include information concerning subcontractors as follows:

If the public body does not provide a list of the labor or portions of the public work which are estimated by the public body to exceed 3 percent of the estimated cost of the public work, the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid an amount exceeding 5 percent of the prime contractor's total bid. If the bid is submitted pursuant to this paragraph, within 2 hours after the completion for the opening of the bids, the contractors who submitted the three lowest bids must submit a list containing the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid an amount exceeding 1 percent of the prime contractor's total bid or \$50,000, whichever is greater, and the number of the license issued to the first tier subcontractor pursuant to chapter 624 of NRS.

- If the general contractor fails to submit such a list within the required time, his bid shall be deemed not responsive.
- The bidder shall provide descriptions of the portion of work or improvement which each subcontractor and material supplier named in the bid will complete.
- The bidder shall list in his bid the name of a subcontractor for each portion of the project that will be completed by a subcontractor or material supplier.

Note: List must be turned in with Bid – Five (5) Percent of Bid Amount or Greater is required. If bidder is one of the three lowest bids, a list containing the names of all subcontractors and material suppliers which exceed one (1) percent of Bid amount shall be provided within 2 hours of Bid opening. (Attach additional sheets if necessary)

	Name, Address, Nevada License Number & Class	Trade or Material Supplied
1	Highway Striping & Signs 0055946 - A 3425 Bunkerhill Dr., N Las Vegas, NV 89032	Striping & signage
2	Staker & Parson Companies 0054829 - A 2350 South 1900 W., Ste 100, Ogden, UT 84401	Asphalt
3	Statewide Traffic Safety & Signs 5035 Schuster Street, Las Vegas, NV 89118	Traffic Control
4		
5		
6		
7		
8		
9		
10		

## LIST OF SUBCONTRACTORS / MATERIAL SUPPLIERS PROVIDING 1%

### "2016 Phase I Street Reconstruction Project"

Following is an excerpt from NRS, all Subcontractors and Material Suppliers shall be listed which exceed Five (5) Percent of Bid Amount or Greater.

- **Pursuant to NRS 338.141 paragraph (b) of subsection 1 - Bid shall include information concerning subcontractors as follows:**  
If the public body does not provide a list of the labor or portions of the public work which are estimated by the public body to exceed 3 percent of the estimated cost of the public work, the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid an amount exceeding 5 percent of the prime contractor's total bid. If the bid is submitted pursuant to this paragraph, within 2 hours after the completion for the opening of the bids, the contractors who submitted the three lowest bids must submit a list containing the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid an amount exceeding 1 percent of the prime contractor's total bid or \$50,000, whichever is greater, and the number of the license issued to the first tier subcontractor pursuant to chapter 624 of NRS.
- **If the general contractor fails to submit such a list within the required time, his bid shall be deemed not responsive.**
- **The bidder shall provide descriptions of the portion of work or improvement which each subcontractor and material supplier named in the bid will complete.**
- **The bidder shall list in his bid the name of a subcontractor for each portion of the project that will be completed by a subcontractor or material supplier.**

Note: List must be turned in with Bid – Five (5) Percent of Bid Amount or Greater is required. If bidder is one of the three lowest bids, a list containing the names of all subcontractors and material suppliers which exceed one (1) percent of Bid amount shall be provided within 2 hours of Bid opening. (Attach additional sheets if necessary)

	<b>Name, Address, Nevada License Number &amp; Class</b>	<b>Trade or Material Supplied</b>
1	Highway Striping & Signs 0055946 - A 3425 Bunkerhill Dr., N Las Vegas, NV 89032	Striping & signage
2	Staker & Parson Companies 0054829 - A 2350 South 1900 W., Ste 100, Ogden, UT 84401	Asphalt
3	Statewide Traffic Safety & Signs 5035 Schuster Street, Las Vegas, NV 89118	Traffic Control
4		
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**CITY OF MESQUITE**

**AFFIDAVIT OF COMPLIANCE WITH ASSEMBLY BILL 144**

(Contractor submitting for Preferential Bidder Status shall include this Affidavit)

State of Nevada )

)ss.

County of Clark

I, Zach May (Name of party signing this affidavit and the Bid Form),

Project Manager (title), under penalty of perjury, being duly sworn, depose and say:

Ace Engineering, Inc.  
That DBA: Ace Builders, Inc. (name of person, firm, association, or corporation) is

in compliance with 2011 Assembly Bill 144, enacted into NRS, Chapter 338, effective April 27, 2011.

Bidder shall review enacted Bill 144 and NRS Chapter, 338.

[Signature]  
Signature

Project Manager  
Title

1880 Wright Avenue

La Verne, CA 91750

Address

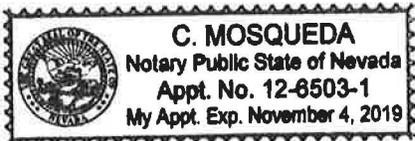
702-643-5462

Telephone

Subscribed and sworn to before me this  
20th Day of July, 2016

[Signature]  
Notary

My commission expires 11-4-2019



**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

Ace Engineering, Inc. DBA Ace Builders, Inc.

as Principal, and ACSTAR Insurance Company

as Surety, are hereby held and firmly bound unto City of Mesquite Public Works Department

as OWNER in the penal sum of Five percent of the bid amount (5% of amount bid)

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 18th day of July, 2016.

The Condition of the above obligation is such that whereas the Principal has submitted to City of Mesquite Public Works Department

A certain BID attached hereto and hereby made a part hereof to enter into a contract in writing for the 2016 Mesquite Phase I Street Reconstruction Project - including asphalt milling, grading,

pulverizing & asphalt replacement on various streets in Mesquite

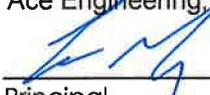
NOW, THEREFORE,

- a) If said BID shall be rejected, or
- b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached here (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID; then this obligation shall be void, otherwise the same shall remain in force and effect. It being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Ace Engineering, Inc. DBA Ace Builders, Inc.

  
\_\_\_\_\_, (L.S.)  
Principal

ACSTAR Insurance Company  
Surety

By:   
\_\_\_\_\_  
Henry W. Nozko, Jr., President

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.



This Power of Attorney must have original corporate seal and red and blue ACSTAR logo to be valid.

Know all men by these presents: That ACSTAR Insurance Company, a corporation of the State of Illinois, having its principal office in the Town of Farmington, Connecticut, pursuant to the following Resolution, which was adopted by the Board of Directors of the said Company on November 14, 2013, to wit:

RESOLVED, That the following Rules shall govern the execution for the Company of bonds, undertakings, recognizances, contracts and other writings in the nature thereof:

- (1) That the Chairman, the President, Executive Vice President and General Counsel, or any Attorney-in-fact, may execute for and on behalf of the Company any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof, the same to be attested when necessary by the Corporate Secretary, or any Assistant Corporate Secretary, and the seal of the Company affixed thereto; and that the Chairman or President may appoint and authorize any other Officer (elected or appointed) of the Company, and Attorneys-in-Fact to so execute or attest to the execution of all such writings on behalf of the Company and to affix the seal of the Company thereto.
(2) Any such writing executed in accordance with these Rules shall be as binding upon the Company in any case as though signed by the President and attested to by the Corporate Secretary.
(3) The signature of the Chairman, the President, or Executive Vice President of the Company may be affixed by facsimile on any power of attorney granted pursuant to this Resolution, and the signature of a facsimile to any certificate of any such power, and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company.
(4) Such other Officers of the Company, and Attorneys-in-Fact shall have authority to certify or verify copies of this Resolution, the By-Laws of the Company, and any affidavit or record of the Company necessary to the discharge of their duties.

does hereby nominate, constitute and appoint

HENRY W. NOZKO, JR., HENRY W. NOZKO III, GARY M. CASE, CARMEN CARLTON, each individually, its true and lawful Attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding TEN MILLION DOLLARS (\$10,000,000.00) each, and the execution of such writings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, Henry W. Nozko, Jr., President, have hereunto subscribed his name and affixed the corporate seal of the ACSTAR INSURANCE COMPANY this 15th day of November 2013.

ACSTAR Insurance Company

By [Signature] Henry W. Nozko, Jr., President

STATE OF CONNECTICUT )
) ss. FARMINGTON
COUNTY OF HARTFORD )

On this 15th day of November A.D. 2013, before me, a Notary Public of the State of Connecticut came, Henry W. Nozko, Jr., President of the ACSTAR Insurance Company, to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature was duly affixed by the authority and direction of the said corporation, and the Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the Town of Farmington the day and year first above written.



[Signature] Diane L. Plante

Diane L. Plante - Notary Public
My Commission Expiration Date: November 30, 2018

I, the undersigned, Secretary or Assistant Secretary of ACSTAR Insurance Company, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Secretary or Assistant Secretary, and affixed the corporate seal of the Corporation, this 18th day of July, 2016.

[Signature]

Henry W. Nozko III/Maurice C. Shea
Secretary/Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rare, interest rate or residual value guarantees



# NEVADA STATE CONTRACTORS BOARD

9670 GATEWAY DRIVE, SUITE 100, RENO, NEVADA, 89521 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150  
2310 CORPORATE CIRCLE, SUITE 200, HENDERSON, NEVADA, 89074, (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

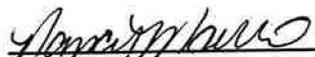
## CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: **BPC-16-06-30-0546**

**ACE BUILDERS INC** (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: **0076140** ORIGINAL ISSUE DATE: **06/28/2011** BUSINESS TYPE: **CORPORATION** CLASSIFICATION: **A-GENERAL ENGINEERING** MONETARY LICENSE LIMIT: **UNLIMITED** STATUS: **ACTIVE**, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON **JUNE 30, 2016** AND EXPIRES ON **JUNE 30, 2017**, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.



  
\_\_\_\_\_  
NANCY MATHIAS, LICENSING ADMINISTRATOR  
FOR MARGI A. GREIN, EXECUTIVE OFFICER

6/30/2016  
DATE

The Nevada State Contractors Board assumes no liability or responsibility for the accuracy or validity of the information contained in the Contractors Statement of Compliance or the Affidavit of Certified Public Accountant as Proof of Contractors Compliance with the Provisions of NRS 338.147 and NRS 338.1389. The above-named General Contractor shall bear the responsibility to ascertain the accuracy and validity of the affidavits provided to support the issuance of this certificate.

## BID PROPOSAL

Labor Commission Project Identifying Number: CL-2016-204

DATE: 7/20/16

TO: City of Mesquite

FROM: Aggregate Industries-SWR Inc.

Dear Sir:

Having carefully examined the plans and specifications entitled "**2016 Mesquite Phase I Street Reconstruction Project**" dated "**May 23, 2016**" prepared by the City of Mesquite Public Works and having visited the site to become familiar with all conditions affecting the cost of the work, the undersigned hereby proposes to furnish all fees, labor, materials, equipment and incidentals and perform all work in a manner called for in the said documents for the total sum listed below and as shown on the bid schedule:

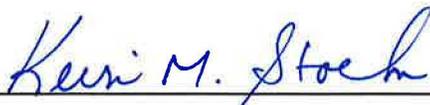
**Total Bid Amount:**      \$ 794,605.00

The undersigned further agrees to execute the attached agreement between owner and contractor within 10 days after receiving a written notice of award and agrees to furnish within the 10 day period, all bonds and insurance required.

If awarded the contract, the undersigned further agrees to commence actual physical work to begin within 10 calendar days from the notification to proceed and that all work will be completed within **forty five (45)** calendar days from that date unless the time for completion is extended otherwise by the contract documents.

In case of failure on the part of the Contractor to complete the Work within the time fixed in the contract, the Contractor shall pay the Owner as fixed and liquidated damages the amount specified in Section 3.b of the Contract.

Respectfully Submitted,

  
\_\_\_\_\_

Authorized Agent Signature required

Bidder acknowledges the receipt of the following addendum:

No.	Dated
<u>1</u>	<u>6/21/16</u>
_____	_____
_____	_____

Nevada Contractor's License No.: 10639A

Classification: AB

Limit: unlimited

Performance & Payment Bond Rating: A

By: Kevin M. Stoehr 

Title: Vice President

Legal Address: 3101 E. Craig Road, North Las Vegas, NV 89030

## BID SCHEDULES

### "BID SCHEDULE 1"

Los Altos Cir., Casa Grande Cir., East Sierra Vista Cir., West Sierra Vista Cir., Palos Verdes Cir., Las Palmas Cir. and Rancho Cir.

**NOTE TO BIDDERS:**

The estimated quantities shown in the bid items are from measurements made from the plans.

If upon inspection prior to bidding or beginning work, the quantity amounts on the plans are found to vary substantially from the estimated quantities, the Contractor shall notify the (City of Mesquite).

Bid Item	Description	Estimated Quantity	Unit Price	Total Amount
1	Mobilization and Demobilization	1	Lump Sum 18,856.00	18,856.00
2	Material Testing	1	Lump Sum 5,850.00	5,850.00
3	Removal and Disposal of Existing Asphalt and Compacting Subgrade	144,680	sf 0.45	65,106.00
4	Raise/Lower existing H20 valves to grade with concrete collar	15	ea 815.00	12,225.00
5	Raise/Lower existing manholes to grade with concrete collar	10	ea 1,130.00	11,300.00
6	Pavement Striping, Pavement Markings, Fire Hydrant Markers and Signs	1	Lump Sum 1,110.00	1,110.00
7	Furnish traffic control signs, barricades and flagging services	1	Lump Sum 12,290.00	12,290.00
8	Furnish and Install 2" Bituminous Plantmix Pavement (AC-30) with Fog Seal	144,680	sf 1.10	159,148.00
<b>Bid Schedule 1 Total</b>				<b>285,885.00</b>

## BID SCHEDULES

### "BID SCHEDULE 2" Mesa Boulevard

**NOTE TO BIDDERS:**

The estimated quantities shown in the bid items are from measurements made from the plans.

If upon inspection prior to bidding or beginning work, the quantity amounts on the plans are found to vary substantially from the estimated quantities, the Contractor shall notify the (City of Mesquite).

1	Mobilization and Demobilization	1	Lump Sum	12,648.00	12,648.00
2	Material Testing	1	Lump Sum	5,850.00	5,850.00
3	Removal and Disposal of Existing Asphalt and Compacting Subgrade	221,000	sf	0.45	99,450.00
4	Raise/Lower existing H20 valves to grade with concrete collar	29	ea	815.00	23,635.00
5	Raise/Lower existing manholes to grade with concrete collar	15	ea	1,130.00	16,950.00
6	Pavement Striping, Pavement markings, Fire Hydrant markers and Signs	1	Lump Sum	9,000.00	9,000.00
7	Furnish traffic control signs, barricades and flagging services	1	Lump Sum	22,115.00	22,115.00
9	Furnish and install 3" Bituminous Plantmix Pavement (PG76-22) with Fog Seal	74,400	sf	1.53	113,832.00
10	Furnish and install 3" Bituminous Plantmix Pavement (AC-30) with Fog Seal	146,600	sf	1.40	205,240.00
<b>Bid Schedule 2 Total</b>					<b>508,720.00</b>

**TOTAL BID (Bid Schedule 1 + Bid Schedule 2) =** 794,605.00

## LIST OF SUBCONTRACTORS / MATERIAL SUPPLIERS PROVIDING 5%

### “2016 Phase I Street Reconstruction Project”

Following is an excerpt from NRS, all Subcontractors and Material Suppliers shall be listed which exceed Five (5) Percent of Bid Amount or Greater.

- **Pursuant to NRS 338.141 paragraph (b) of subsection 1 - Bid shall include information concerning subcontractors as follows:**  
 If the public body does not provide a list of the labor or portions of the public work which are estimated by the public body to exceed 3 percent of the estimated cost of the public work, the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid an amount exceeding 5 percent of the prime contractor's total bid. If the bid is submitted pursuant to this paragraph, within 2 hours after the completion for the opening of the bids, the contractors who submitted the three lowest bids must submit a list containing the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid an amount exceeding 1 percent of the prime contractor's total bid or \$50,000, whichever is greater, and the number of the license issued to the first tier subcontractor pursuant to chapter 624 of NRS.
- **If the general contractor fails to submit such a list within the required time, his bid shall be deemed not responsive.**
- **The bidder shall provide descriptions of the portion of work or improvement which each subcontractor and material supplier named in the bid will complete.**
- **The bidder shall list in his bid the name of a subcontractor for each portion of the project that will be completed by a subcontractor or material supplier.**

Note: List must be turned in with Bid – Five (5) Percent of Bid Amount or Greater is required. If bidder is one of the three lowest bids, a list containing the names of all subcontractors and material suppliers which exceed one (1) percent of Bid amount shall be provided within 2 hours of Bid opening. (Attach additional sheets if necessary)

	Name, Address, Nevada License Number & Class	Trade or Material Supplied
1	Aggregate Industries-SWR Inc 3101 E. Craig Road N. Las Vegas, NV 89030 10639A AB	All work exceeding 5% not listed
2	Coughlin Company Inc. #28544-A 809 E. Commerce DR St. George UT 84790	milling of Asphalt
3		
4		
5		
6		
7		
8		
9		
10		

## LIST OF SUBCONTRACTORS / MATERIAL SUPPLIERS PROVIDING 1%

### “2016 Phase I Street Reconstruction Project”

Following is an excerpt from NRS, all Subcontractors and Material Suppliers shall be listed which exceed Five (5) Percent of Bid Amount or Greater.

- **Pursuant to NRS 338.141 paragraph (b) of subsection 1 - Bid shall include information concerning subcontractors as follows:**  
If the public body does not provide a list of the labor or portions of the public work which are estimated by the public body to exceed 3 percent of the estimated cost of the public work, the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid an amount exceeding 5 percent of the prime contractor's total bid. If the bid is submitted pursuant to this paragraph, within 2 hours after the completion for the opening of the bids, the contractors who submitted the three lowest bids must submit a list containing the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid an amount exceeding 1 percent of the prime contractor's total bid or \$50,000, whichever is greater, and the number of the license issued to the first tier subcontractor pursuant to chapter 624 of NRS.
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	<b>Name, Address, Nevada License Number &amp; Class</b>	<b>Trade or Material Supplied</b>
1	Aggregate Industries-SWR Inc 3101 E. Craig Road N. Las Vegas, NV 89030 10639A AB	All work exceeding 1% not listed
2		
3	Coughlin Company Inc. #28544A 804 E. Commerce Dr. St. George UT 84790	milling of Asphalt
4		
5		
6		
7		
8		
9		
10		

**CITY OF MESQUITE**

**AFFIDAVIT OF COMPLIANCE WITH ASSEMBLY BILL 144**

(Contractor submitting for Preferential Bidder Status shall include this Affidavit)

State of Nevada )

)ss.

County of Clark

I, Kevin M. Stoehr (Name of party signing this affidavit and the Bid Form),

Vice President (title), under penalty of perjury, being duly sworn, depose and say:

That Aggregate Industries-SWR Inc. (name of person, firm, association, or corporation) is

in compliance with 2011 Assembly Bill 144, enacted into NRS, Chapter 338, effective April 27, 2011.

Bidder shall review enacted Bill 144 and NRS Chapter, 338.

*Kevin M. Stoehr*

Signature

Vice President

Title

3101 E. Craig Road

North Las Vegas, NV

89030

Address

Subscribed and sworn to before me this

29 Day of July 2016

*Michelle S. Miller*

Notary

My commission expires 9/6/17

702-649-6250

Telephone



## BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

Aggregate Industries SWR Inc

as Principal, and Western Surety Company  
as Surety, are hereby held and firmly bound unto City of Mesquite Public Works  
as OWNER in the penal sum of Five Percent of Total Amount Bid (5% T.A.B.)  
for the payment of which, well and truly to be made, we hereby jointly and severally bind  
ourselves, successors and assigns.

Signed, this 22nd day of June, 2016.

The Condition of the above obligation is such that whereas the Principal has submitted to  
City of Mesquite Public Works

A certain BID attached hereto and hereby made a part hereof to enter into a contract in writing  
for the 2016 Mesquite Phase I Street Reconstruction Project

NOW, THEREFORE,

- a) If said BID shall be rejected, or
- b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached here (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID; then this obligation shall be void, otherwise the same shall remain in force and effect. It being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Aggregate Industries SWR Inc, (L.S.)  
Principal

Kevin M. Stehr Vice President  
Authorized Representative and Title

By: Kevin M. Stehr

Surety: Western Surety Company

84835  
(State of Nevada, License Number)

By: Michael J. Herrod  
Michael J. Herrod  
(Agent Name)  
Michael J. Herrod, Attorney-in-Fact

Address: 5555 San Felipe Street Suite 1500, Houston, TX 77056

Telephone: (832)476-6000

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Lupe Tyler, Lisa Ward, Wendy W Stuckey, Michael J Herrod, Margaret Buboltz, Nancy A Thomas, Roger Smiddy, Donna Williams, Jennifer Copeland, Anoop Chawla Adlakha, Individually**

of Houston, TX, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 8th day of June, 2015.



WESTERN SURETY COMPANY

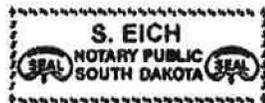
Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 8th day of June, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

February 12, 2021



S. Eich  
S. Eich, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 22<sup>nd</sup> day of June, 2016.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

**CERTIFICATE OF ACKNOWLEDGEMENT OF SURETY**

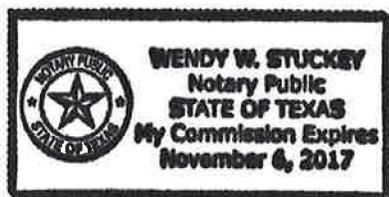
State of Texas           §

County of Harris       §

Before me, the undersigned authority, on this day personally appeared, Michael J. Herrod, known to me to be the person whose name is subscribed to the foregoing instrument as Attorney-in-Fact of Western Surety Company, and acknowledged to me that he/she executed the same for purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 22nd day of June, 2016.

SEAL



Wendy W. Stuckey  
Wendy W. Stuckey, Notary Public in and for  
The State of TEXAS

My Commission expires: 11/06/2017



# NEVADA STATE CONTRACTORS BOARD

9670 GATEWAY DRIVE, SUITE 100, RENO, NEVADA, 89521 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150  
2310 CORPORATE CIRCLE, SUITE 200, HENDERSON, NEVADA, 89074, (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

## CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: BPC-00-01-11-0001

AGGREGATE INDUSTRIES – SWR INC. (HEREIN THE “GENERAL CONTRACTOR”) NEVADA STATE CONTRACTORS’ LICENSE NUMBER 0010639A ORIGINAL ISSUE DATE: 05/15/91 BUSINESS TYPE: CORPORATION CLASSIFICATION: AB-GENERAL ENGINEERING & BUILDING MONETARY LICENSE LIMIT: UNLIMITED STATUS: ACTIVE, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS’ BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR’S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389, ATTACHED HERETO. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON JUNE 1, 2016 AND EXPIRES ON MAY 31, 2017, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.





NANCY MATHIAS, LICENSING ADMINISTRATOR  
FOR MARGI GREIN, EXECUTIVE OFFICER

4/27/2016  
DATE

The Nevada State Contractors Board assumes no liability or responsibility for the accuracy or validity of the information contained in the Contractors Statement of Compliance with NRS 338.147 or the Affidavit of Certified Public Accountant as Proof of Contractors Compliance with the Provisions of NRS 338.147. The above-named General Contractor shall bear the responsibility to ascertain the accuracy and validity of the affidavits provided to support the issuance of this certificate.

## BID PROPOSAL

Labor Commission Project Identifying Number: CL-2016-204

DATE: 7/20/16

TO: City of Mesquite

FROM: J.J Enterprises Services, Inc.

Dear Sir:

Having carefully examined the plans and specifications entitled "**2016 Mesquite Phase I Street Reconstruction Project**" dated "**May 23, 2016**" prepared by the City of Mesquite Public Works and having visited the site to become familiar with all conditions affecting the cost of the work, the undersigned hereby proposes to furnish all fees, labor, materials, equipment and incidentals and perform all work in a manner called for in the said documents for the total sum listed below and as shown on the bid schedule:

Total Bid Amount: \$ 1,430,460.-

The undersigned further agrees to execute the attached agreement between owner and contractor within 10 days after receiving a written notice of award and agrees to furnish within the 10 day period, all bonds and insurance required.

If awarded the contract, the undersigned further agrees to commence actual physical work to begin within 10 calendar days from the notification to proceed and that all work will be completed within **forty five (45)** calendar days from that date unless the time for completion is extended otherwise by the contract documents.

In case of failure on the part of the Contractor to complete the Work within the time fixed in the contract, the Contractor shall pay the Owner as fixed and liquidated damages the amount specified in Section 3.b of the Contract.

Respectfully Submitted,



---

Authorized Agent Signature required

Bidder acknowledges the receipt of the following addendum:

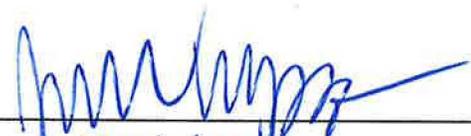
No.	Dated
<u>1</u>	<u>4/21/16</u>
_____	_____
_____	_____
_____	_____

Nevada Contractor's License No.: 27081A

Classification: A

Limit: Unlimited

Performance & Payment Bond Rating: A

By: 

Title: president

Legal Address: 5920 W. Cougar Ave. Las Vegas, NV 89139

## BID SCHEDULES

### "BID SCHEDULE 1"

Los Altos Cir., Casa Grande Cir., East Sierra Vista Cir., West Sierra Vista Cir., Palos Verdes Cir., Las Palmas Cir. and Rancho Cir.

**NOTE TO BIDDERS:**

The estimated quantities shown in the bid items are from measurements made from the plans.

If upon inspection prior to bidding or beginning work, the quantity amounts on the plans are found to vary substantially from the estimated quantities, the Contractor shall notify the (City of Mesquite).

Bid Item	Description	Estimated Quantity	Unit Price	Total Amount
1	Mobilization and Demobilization	1	Lump Sum	13682- 13,682.-
2	Material Testing	1	Lump Sum	4765 4765
3	Removal and Disposal of Existing Asphalt and Compacting Subgrade	144,680	sf	.88 127318.40
4	Raise/Lower existing H2O valves to grade with concrete collar	15	ea	891.- 13,365.-
5	Raise/Lower existing manholes to grade with concrete collar	10	ea	1112.- 11,120.-
6	Pavement Striping, Pavement Markings, Fire Hydrant Markers and Signs	1	Lump Sum	1547 1547
7	Furnish traffic control signs, barricades and flagging services	1	Lump Sum	8823- 8823.-
8	Furnish and Install 2" Bituminous Plantmix Pavement (AC-30) with Fog Seal	144,680	sf	2.02 292253.60
<b>Bid Schedule 1 Total</b>				<b>472,874</b>

# BID SCHEDULES

## "BID SCHEDULE 2" Mesa Boulevard

**NOTE TO BIDDERS:**

The estimated quantities shown in the bid items are from measurements made from the plans.

If upon inspection prior to bidding or beginning work, the quantity amounts on the plans are found to vary substantially from the estimated quantities, the Contractor shall notify the (City of Mesquite).

1	Mobilization and Demobilization	1	Lump Sum	21494	21494.-
2	Material Testing	1	Lump Sum	7280	7280.-
3	Removal and Disposal of Existing Asphalt and Compacting Subgrade	221,000	sf	1.23	271,830.-
4	Raise/Lower existing H2O valves to grade with concrete collar	29	ea	891.-	25,839.-
5	Raise/Lower existing manholes to grade with concrete collar	15	ea	1112.00	16,680.-
6	Pavement Striping, Pavement markings, Fire Hydrant markers and Signs	1	Lump Sum	20,310	20,310.-
7	Furnish traffic control signs, barricades and flagging services	1	Lump Sum	17,647	17,647.-
9	Furnish and install 3" Bituminous Plantmix Pavement (PG76-22) with Fog Seal	74,400	sf	3.00	223,200.-
10	Furnish and install 3" Bituminous Plantmix Pavement (AC-30) with Fog Seal	146,600	sf	2.41	353,306.-
<b>Bid Schedule 2 Total</b>					<b>957,586.-</b>

**TOTAL BID (Bid Schedule 1 + Bid Schedule 2) =** 1,430,460.-

## LIST OF SUBCONTRACTORS / MATERIAL SUPPLIERS PROVIDING 5% "2016 Phase I Street Reconstruction Project"

Following is an excerpt from NRS, all Subcontractors and Material Suppliers shall be listed which exceed Five (5) Percent of Bid Amount or Greater.

- **Pursuant to NRS 338.141 paragraph (b) of subsection 1 - Bid shall include information concerning subcontractors as follows:**  
If the public body does not provide a list of the labor or portions of the public work which are estimated by the public body to exceed 3 percent of the estimated cost of the public work, the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid an amount exceeding 5 percent of the prime contractor's total bid. If the bid is submitted pursuant to this paragraph, within 2 hours after the completion for the opening of the bids, the contractors who submitted the three lowest bids must submit a list containing the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid an amount exceeding 1 percent of the prime contractor's total bid or \$50,000, whichever is greater, and the number of the license issued to the first tier subcontractor pursuant to chapter 624 of NRS.
- **If the general contractor fails to submit such a list within the required time, his bid shall be deemed not responsive.**
- **The bidder shall provide descriptions of the portion of work or improvement which each subcontractor and material supplier named in the bid will complete.**
- **The bidder shall list in his bid the name of a subcontractor for each portion of the project that will be completed by a subcontractor or material supplier.**

Note: List must be turned in with Bid – Five (5) Percent of Bid Amount or Greater is required. If bidder is one of the three lowest bids, a list containing the names of all subcontractors and material suppliers which exceed one (1) percent of Bid amount shall be provided within 2 hours of Bid opening. (Attach additional sheets if necessary)

	Name, Address, Nevada License Number & Class	Trade or Material Supplied
1	Wells Cargo #273 AB 9127 W Russell Rd Las Vegas NV 89148	Milling's Paving 55% of contract
2	Statewide PO Box 845703 Los Angeles, CA 90084	Traffic Control
3		
4		
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## LIST OF SUBCONTRACTORS / MATERIAL SUPPLIERS PROVIDING 1%

### "2016 Phase I Street Reconstruction Project"

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- Pursuant to NRS 338.141 paragraph (b) of subsection 1 - Bid shall include information concerning subcontractors as follows:  
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	Name, Address, Nevada License Number & Class	Trade or Material Supplied
1	Wells Cargo #273AB 9127 W Russell Rd. Las Vegas NV 89148	Milling & Paving 55% of Contract
2	State Wide PO BOX 845 700 Los Angeles CA 90084	Traffic Control
3	Mesquite materials Testing Pioneer 752 W. Jimmy Ave 89027	Material testing
4		
5		
6		
7		
8		
9		
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CITY OF MESQUITE

AFFIDAVIT OF COMPLIANCE WITH ASSEMBLY BILL 144

(Contractor submitting for Preferential Bidder Status shall include this Affidavit)

State of Nevada )

)ss.

County of Clark

I, Joseph A. Myson (Name of party signing this affidavit and the Bid Form),

President (title), under penalty of perjury, being duly sworn, depose and say:

That J.J. Enterprises Services, Inc. (name of person, firm, association, or corporation) is

in compliance with 2011 Assembly Bill 144, enacted into NRS, Chapter 338, effective April 27, 2011.

Bidder shall review enacted Bill 144 and NRS Chapter, 338.

[Handwritten Signature]  
Signature

President  
Title

5920 W. COUGAR AVE  
LAS VEGAS, NV  
89139

Address

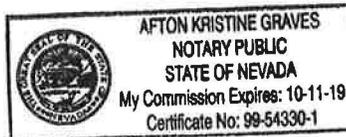
Subscribed and sworn to before me this

20 Day of July 2016

Afton Kristine Graves  
Notary

My commission expires 10-11-19

7023612914  
Telephone



## BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

J & J Enterprises Services, Inc.

as Principal, and Western National Mutual Insurance Company  
as Surety, are hereby held and firmly bound unto City of Mesquite  
as OWNER in the penal sum of Five Percent of Total Amount Bid (5% of Total Amount Bid)  
for the payment of which, well and truly to be made, we hereby jointly and severally bind  
ourselves, successors and assigns.

Signed, this 23rd day of June, 2016.

The Condition of the above obligation is such that whereas the Principal has submitted to  
City of Mesquite Public Works Department

A certain BID attached hereto and hereby made a part hereof to enter into a contract in writing  
for the 2016 Mesquite Phase 1 Street Reconstruction Project

NOW, THEREFORE,

- a) If said BID shall be rejected, or
- b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached here (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID; then this obligation shall be void, otherwise the same shall remain in force and effect. It being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

J & J Enterprises Services, Inc.

X: , (L.S.)  
Principal

Western National Mutual Insurance Company

Surety

By:   
Brad Stangel, Attorney-In-Fact



Nevada Agent of Record:

Brad Stangel

1Source Insurance Group  
3606 N Rancho Drive Ste 140

Las Vegas, NV 89130

Western National Mutual Insurance Company

5350 West 78th Street

Edina, MN 55439

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That Western National Mutual Insurance Company, a Minnesota mutual insurance company, does make, constitute and appoint: Brad Stangel

1 Source Insurance Group 009380

Its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required) bond, undertakings recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, hazardous waste remediation bonds or black lung bonds)**, as follows:

All written instruments in an amount not to exceed an aggregate of Seven Million Five Hundred Thousand and 00/100 (\$7,500,000) for any single obligation, regardless of the number of instruments issued for the obligation.

and to bind Western National Mutual Insurance Company thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on September 28, 2010. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of Western National Mutual Insurance Company on September 28, 2010:

RESOLVED that the president, any vice president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

- RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
  - (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
  - (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the Company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. IN WITNESS WHEREOF, Western National Mutual Insurance Company has caused these presents to be signed by its proper officer and its corporate seal to be affixed this 16th day of December, 2015.

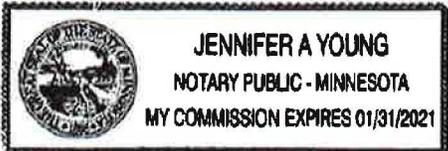
  
\_\_\_\_\_  
Jon R. Hebeisen, Secretary



  
\_\_\_\_\_  
Larry A. Byers, Sr. Vice President

STATE OF MINNESOTA, COUNTY OF DAKOTA

On this 16th day of December, 2015, personally came before me, Jon R. Hebeisen and Larry A. Byers and to me known to be the individuals and officers of the Western National Mutual Insurance Company who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally dispose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



  
\_\_\_\_\_  
Jennifer A. Young, Notary Public  
My commission expires January 31, 2021

CERTIFICATE

I, the undersigned, assistant secretary of the Western National Mutual Insurance Company, a Minnesota corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

Signed and sealed at the City of Edina, MN this 23rd day of June, 2016

  
\_\_\_\_\_  
Jennifer A. Young, Assistant Secretary





# NEVADA STATE CONTRACTORS' BOARD

9670 GATEWAY DRIVE, SUITE 100, RENO, NEVADA, 89521 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150  
2310 CORPORATE CIRCLE, SUITE 200, HENDERSON, NEVADA, 89074, (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

## CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: **BPC-06-08-11-0294**

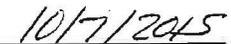
**J & J ENTERPRISES SERVICES, INC.** (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: **27081A** ORIGINAL ISSUE DATE: **09/18/1996** BUSINESS TYPE: **CORPORATION** CLASSIFICATION: **A(7)-EXCAVATING & GRADING; A(8)-SEALING & STRIPING OF ASPHALTIC SURFACES; A(12)-EXCAVATING, GRADING, TRENCHING & SURFACING; A(13)-WRECKING BUILDINGS; A(15)-SEWERS, DRAINS & PIPES; A(16)-PAVING STREETS, DRIVEWAYS & PARKING LOTS; A(19)-PIPELINES & CONDUITS; A(21)-FENCING & GUARDRAILS** MONETARY LICENSE LIMIT: **UNLIMITED** STATUS: **ACTIVE**, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON **OCTOBER 1, 2015** AND EXPIRES ON **SEPTEMBER 30, 2016**, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.





NANCY MATHIAS, LICENSING ADMINISTRATOR  
FOR MARGI A. GREIN, EXECUTIVE OFFICER



DATE

The Nevada State Contractors Board assumes no liability or responsibility for the accuracy or validity of the information contained in the Contractors Statement of Compliance or the Affidavit of Certified Public Accountant as Proof of Contractors Compliance with the Provisions of NRS 338.147 and NRS 338.1389. The above-named General Contractor shall bear the responsibility to ascertain the accuracy and validity of the affidavits provided to support the issuance of this certificate.

**BID PROPOSAL**

Labor Commission Project Identifying Number: CL-2016-204

DATE: 7-19-16

TO: City of Mesquite

FROM: LAS VEGAS PAVING CORP.

Dear Sir:

Having carefully examined the plans and specifications entitled "**2016 Mesquite Phase I Street Reconstruction Project**" dated "**May 23, 2016**" prepared by the City of Mesquite Public Works and having visited the site to become familiar with all conditions affecting the cost of the work, the undersigned hereby proposes to furnish all fees, labor, materials, equipment and incidentals and perform all work in a manner called for in the said documents for the total sum listed below and as shown on the bid schedule:

Total Bid Amount: \$ 669,000 -

The undersigned further agrees to execute the attached agreement between owner and contractor within 10 days after receiving a written notice of award and agrees to furnish within the 10 day period, all bonds and insurance required.

If awarded the contract, the undersigned further agrees to commence actual physical work to begin within 10 calendar days from the notification to proceed and that all work will be completed within **forty five (45)** calendar days from that date unless the time for completion is extended otherwise by the contract documents.

In case of failure on the part of the Contractor to complete the Work within the time fixed in the contract, the Contractor shall pay the Owner as fixed and liquidated damages the amount specified in Section 3.b of the Contract.

Respectfully Submitted,

LAS VEGAS PAVING CORP.

Bidder acknowledges the receipt of the following addendum:

No.	Dated
<u>1</u>	<u>6-21-16</u>
_____	_____
_____	_____

Nevada Contractor's License No.: 5507

Classification: AB

Limit: UNLIMITED

Performance & Payment Bond Rating: A+

By: RYAN M. MENDENHALL 

Title: DIRECTOR

Legal Address: 4420 S. DECATUR BLVD

LAS VEGAS, NV 89103

## BID SCHEDULES

### "BID SCHEDULE 1"

Los Alfos Cir., Casa Grande Cir., East Sierra Vista Cir., West Sierra Vista Cir., Palos Verdes Cir., Las Palmas Cir. and Rancho Cir.

**NOTE TO BIDDERS:**

The estimated quantities shown in the bid items are from measurements made from the plans.

If upon inspection prior to bidding or beginning work, the quantity amounts on the plans are found to vary substantially from the estimated quantities, the Contractor shall notify the (City of Mesquite).

Bid Item	Description	Estimated Quantity	Unit Price	Total Amount
1	Mobilization and Demobilization	1	Lump Sum 8,350 <sup>-</sup>	8,350 <sup>-</sup>
2	Material Testing	1	Lump Sum 5,500 <sup>-</sup>	5,500 <sup>-</sup>
3	Removal and Disposal of Existing Asphalt and Compacting Subgrade	144,680	sf 0 <sup>36</sup>	52,084 <sup>80</sup>
4	Raise/Lower existing H2O valves to grade with concrete collar	15	ea 900 <sup>-</sup>	13,500 <sup>-</sup>
5	Raise/Lower existing manholes to grade with concrete collar	10	ea 1,050 <sup>-</sup>	10,500 <sup>-</sup>
6	Pavement Striping, Pavement Markings, Fire Hydrant Markers and Signs	1	Lump Sum 1,000 <sup>-</sup>	1,000 <sup>-</sup>
7	Furnish traffic control signs, barricades and flagging services	1	Lump Sum 6,000 <sup>-</sup>	6,000 <sup>-</sup>
8	Furnish and Install 2" Bituminous Plantmix Pavement (AC-30) with Fog Seal	144,680	sf 0 <sup>94</sup>	135,999 <sup>20</sup>
<b>Bid Schedule 1 Total</b>				<b>232,934<sup>-</sup></b>

## BID SCHEDULES

### "BID SCHEDULE 2" Mesa Boulevard

**NOTE TO BIDDERS:**

The estimated quantities shown in the bid items are from measurements made from the plans.

If upon inspection prior to bidding or beginning work, the quantity amounts on the plans are found to vary substantially from the estimated quantities, the Contractor shall notify the (City of Mesquite).

1	Mobilization and Demobilization	1	Lump Sum	9,176 <sup>-</sup>	9,176 <sup>-</sup>
2	Material Testing	1	Lump Sum	6,200 <sup>-</sup>	6,200 <sup>-</sup>
3	Removal and Disposal of Existing Asphalt and Compacting Subgrade	221,000	sf	0 <sup>33</sup>	72,930 <sup>-</sup>
4	Raise/Lower existing H20 valves to grade with concrete collar	29	ea	900 <sup>-</sup>	26,100 <sup>-</sup>
5	Raise/Lower existing manholes to grade with concrete collar	15	ea	1,050 <sup>-</sup>	15,750 <sup>-</sup>
6	Pavement Striping, Pavement markings, Fire Hydrant markers and Signs	1	Lump Sum	8,600 <sup>-</sup>	8,600 <sup>-</sup>
7	Furnish traffic control signs, barricades and flagging services	1	Lump Sum	10,600 <sup>-</sup>	10,600 <sup>-</sup>
9	Furnish and install 3" Bituminous Plantmix Pavement (PG76-22) with Fog Seal	74,400	sf	1 <sup>43</sup>	106,392 <sup>-</sup>
10	Furnish and install 3" Bituminous Plantmix Pavement (AC-30) with Fog Seal	146,600	sf	1 <sup>23</sup>	180,318 <sup>-</sup>
<b>Bid Schedule 2 Total</b>					<b>436,066<sup>-</sup></b>

TOTAL BID (Bid Schedule 1 + Bid Schedule 2) = 669,000<sup>-</sup>

## LIST OF SUBCONTRACTORS / MATERIAL SUPPLIERS PROVIDING 5%

### “2016 Phase I Street Reconstruction Project”

Following is an excerpt from NRS, all Subcontractors and Material Suppliers shall be listed which exceed Five (5) Percent of Bid Amount or Greater.

- **Pursuant to NRS 338.141 paragraph (b) of subsection 1 - Bid shall include information concerning subcontractors as follows:**  
 If the public body does not provide a list of the labor or portions of the public work which are estimated by the public body to exceed 3 percent of the estimated cost of the public work, the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid an amount exceeding 5 percent of the prime contractor's total bid. If the bid is submitted pursuant to this paragraph, within 2 hours after the completion for the opening of the bids, the contractors who submitted the three lowest bids must submit a list containing the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid an amount exceeding 1 percent of the prime contractor's total bid or \$50,000, whichever is greater, and the number of the license issued to the first tier subcontractor pursuant to chapter 624 of NRS.
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- **The bidder shall list in his bid the name of a subcontractor for each portion of the project that will be completed by a subcontractor or material supplier.**

Note: List must be turned in with Bid – Five (5) Percent of Bid Amount or Greater is required. If bidder is one of the three lowest bids, a list containing the names of all subcontractors and material suppliers which exceed one (1) percent of Bid amount shall be provided within 2 hours of Bid opening. (Attach additional sheets if necessary)

	Name, Address, Nevada License Number & Class	Trade or Material Supplied
1	SELF	ALL WORK ON PROJECT
2		
3		
4		
5		
6		
7		
8		
9		
10		

## LIST OF SUBCONTRACTORS / MATERIAL SUPPLIERS PROVIDING 1%

### “2016 Phase I Street Reconstruction Project”

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	Name, Address, Nevada License Number & Class	Trade or Material Supplied
1	<b>SELF</b>	<b>ALL WORK ON PROJECT</b>
2		
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**CITY OF MESQUITE**

**AFFIDAVIT OF COMPLIANCE WITH ASSEMBLY BILL 144**

(Contractor submitting for Preferential Bidder Status shall include this Affidavit)

State of Nevada )

)ss.

County of Clark

I, RYAN M. MENDENHALL (Name of party signing this affidavit and the Bid Form),

DIRECTOR (title), under penalty of perjury, being duly sworn, depose and say:

That LAS VEGAS PAVING CORP (name of person, firm, association, or corporation) is

in compliance with 2011 Assembly Bill 144, enacted into NRS, Chapter 338, effective April 27, 2011.

Bidder shall review enacted Bill 144 and NRS Chapter, 338.

R M Mendenhall

Signature

DIRECTOR

Title

LAS VEGAS PAVING CORP

4420 S. DECATUR

LV, NV 89103

Address

Subscribed and sworn to before me this

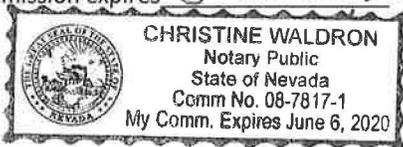
19th Day of July, 2014

Christine Waldron  
Notary

702-251-5800

Telephone

My commission expires June 20 2014



**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

Las Vegas Paving Corporation

as Principal, and Hartford Fire Insurance Company  
as Surety, are hereby held and firmly bound unto City of Mesquite, Nevada  
as OWNER in the penal sum of \*\*\*Not to Exceed Five Percent of Total Amount Bid (5%)\*\*\*  
for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 1st day of June, 2016.

The Condition of the above obligation is such that whereas the Principal has submitted to  
City of Mesquite, Nevada

A certain BID attached hereto and hereby made a part hereof to enter into a contract in writing  
for the 2016 Mesquite Phase I Street Reconstruction Project

NOW, THEREFORE,

- a) If said BID shall be rejected, or
- b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached here (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID; then this obligation shall be void, otherwise the same shall remain in force and effect. It being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

  
\_\_\_\_\_, (L.S.)  
Principal Jay N. Smith, President

\_\_\_\_\_  
Hartford Fire Insurance Company  
Surety

By:   
\_\_\_\_\_  
Tiffany Coronado, Attorney in Fact



Notary Acknowledgement

State of Nevada

County of Clark

On June 1, 2016 before me, \*\*\*Janelle Graft\*\*\*

Personally appeared \*\*\*Tiffany Coronado, Attorney-in-Fact\*\*\*,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me the he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Janelle Graft (Seal)



# POWER OF ATTORNEY

Direct Inquiries/Claims to:

**THE HARTFORD**

Bond T-12

One Hartford Plaza

Hartford, Connecticut 06155

email: [bond.claims@thehartford.com](mailto:bond.claims@thehartford.com)

call: 888-266-3488 | fax: 860-757-5835

**KNOW ALL PERSONS BY THESE PRESENTS THAT:**

**Agency Code:** 72-256704

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of** Unlimited :

Tiffany Coronado of LAS VEGAS, Nevada; E. S. Albrecht Jr., Patricia Arana, C.K. Nakamura, Maria Pena, Noemi Quiroz, Jeffrey Strassner, Lisa L. Thornton, Tim M. Tomko, Natalie K. Trofimoff of LOS ANGELES, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**In Witness Whereof**, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray, Assistant Secretary

M. Ross Fisher, Vice President

STATE OF CONNECTICUT }  
COUNTY OF HARTFORD } ss. Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard  
Notary Public

My Commission Expires July 31, 2016

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of June 1, 2016  
Signed and sealed at the City of Hartford.



Kevin Heckman, Assistant Vice President



## NEVADA STATE CONTRACTORS BOARD

9670 GATEWAY DRIVE, SUITE 100, RENO, NEVADA, 89521 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150  
2310 CORPORATE CIRCLE, SUITE 200, HENDERSON, NEVADA, 89074, (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

### CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: **BPC-00-01-13-0002**

**LAS VEGAS PAVING CORPORATION** (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: **0005507** ORIGINAL ISSUE DATE: **03/09/1959** BUSINESS TYPE: **CORPORATION** CLASSIFICATION: **AB-GENERAL ENGINEERING & GENERAL BUILDING** MONETARY LICENSE LIMIT: **UNLIMITED** STATUS: **ACTIVE**, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON **APRIL 1, 2016** AND EXPIRES ON **MARCH 31, 2017**, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.



  
\_\_\_\_\_  
NANCY MATHIAS, LICENSING ADMINISTRATOR      DATE 2/26/2016  
FOR MARGI A. GREIN, EXECUTIVE OFFICER

The Nevada State Contractors Board assumes no liability or responsibility for the accuracy or validity of the information contained in the Contractors Statement of Compliance or the Affidavit of Certified Public Accountant as Proof of Contractors Compliance with the Provisions of NRS 338.147 and NRS 338.1389. The above-named General Contractor shall bear the responsibility to ascertain the accuracy and validity of the affidavits provided to support the issuance of this certificate.

**BID PROPOSAL**

Labor Commission Project Identifying Number: CL-2016-204

DATE: July 20, 2016

TO: City of Mesquite

FROM: Staker & Parson Companies

Dear Sir:

Having carefully examined the plans and specifications entitled "**2016 Mesquite Phase I Street Reconstruction Project**" dated "**May 23, 2016**" prepared by the City of Mesquite Public Works and having visited the site to become familiar with all conditions affecting the cost of the work, the undersigned hereby proposes to furnish all fees, labor, materials, equipment and incidentals and perform all work in a manner called for in the said documents for the total sum listed below and as shown on the bid schedule:

Total Bid Amount: \$ 609,083.<sup>20</sup>

The undersigned further agrees to execute the attached agreement between owner and contractor within 10 days after receiving a written notice of award and agrees to furnish within the 10 day period, all bonds and insurance required.

If awarded the contract, the undersigned further agrees to commence actual physical work to begin within 10 calendar days from the notification to proceed and that all work will be completed within **forty five (45)** calendar days from that date unless the time for completion is extended otherwise by the contract documents.

In case of failure on the part of the Contractor to complete the Work within the time fixed in the contract, the Contractor shall pay the Owner as fixed and liquidated damages the amount specified in Section 3.b of the Contract.

Respectfully Submitted,



Authorized Agent Signature required

Bidder acknowledges the receipt of the following addendum:

No.	Dated
#1	June 21, 2016
_____	_____
_____	_____

Nevada Contractor's License No.: 0054829  
Classification: A - GENERAL ENGINEERING  
Limit: Unlimited  
Performance & Payment Bond Rating: A+

By: Brian J. Stodick  
Title: Estimating Manager  
Legal Address: 851 N. Red Rock Rd.  
St. George, UT 84770



Date: June 21, 2016

The City of Mesquite herewith issues this addendum to the above-referenced project. Except as modified herein, all other terms and conditions shall remain in effect.

**Contract Documents**

**Reference:** ADVERTISEMENT FOR BID, PAGE 3:

Delete: First sentence of second paragraph.

Insert: "Bids will be received at the office of the City Clerk; 10E. Mesquite Boulevard, Mesquite NV 89027 until 10:00 a.m. local time on **July 20, 2016** and will be publicly opened and read aloud at that time."

**Reference:** INFORMATION FOR BIDDER, PAGE 4:

Delete entire first paragraph.

Insert: "Bids will be received at the office of the City Clerk; 10E. Mesquite Boulevard, Mesquite NV 89027 until 10:00 a.m. local time on **July 20, 2016** and will be publicly opened and read aloud at that time."

Receipt of this addendum must be acknowledged when you submit your bid. Your bid will be declared non-responsive if you do not acknowledge this addendum.

Sincerely,

A handwritten signature in black ink that reads "Travis H. Anderson".

Travis H. Anderson, P.E.  
City of Mesquite Engineer

## BID SCHEDULES

### "BID SCHEDULE 1"

Los Altos Cir., Casa Grande Cir., East Sierra Vista Cir., West Sierra Vista Cir., Palos Verdes Cir., Las Palmas Cir. and Rancho Cir.

**NOTE TO BIDDERS:**

The estimated quantities shown in the bid items are from measurements made from the plans.

If upon inspection prior to bidding or beginning work, the quantity amounts on the plans are found to vary substantially from the estimated quantities, the Contractor shall notify the (City of Mesquite).

Bid Item	Description	Estimated Quantity	Unit Price	Total Amount
1	Mobilization and Demobilization	1	Lump Sum 4250.00	4250.00
2	Material Testing	1	Lump Sum 4200.00	4200.00
3	Removal and Disposal of Existing Asphalt and Compacting Subgrade	144,680	sf 0.18	26042.40
4	Raise/Lower existing H2O valves to grade with concrete collar	15	ea 630.00	9450.00
5	Raise/Lower existing manholes to grade with concrete collar	10	ea 900.00	9000.00
6	Pavement Striping, Pavement Markings, Fire Hydrant Markers and Signs	1	Lump Sum 1650.00	1650.00
7	Furnish traffic control signs, barricades and flagging services	1	Lump Sum 2625.00	2625.00
8	Furnish and Install 2" Bituminous Plant mix Pavement (AC-30) with Fog Seal	144,680	sf 0.96	138892.80
<b>Bid Schedule 1 Total</b>				<b>196110.20</b>

## BID SCHEDULES

### "BID SCHEDULE 2" Mesa Boulevard

**NOTE TO BIDDERS:**

The estimated quantities shown in the bid items are from measurements made from the plans.

If upon inspection prior to bidding or beginning work, the quantity amounts on the plans are found to vary substantially from the estimated quantities, the Contractor shall notify the (City of Mesquite).

1	Mobilization and Demobilization	1	Lump Sum	7500.00	7,500.00
2	Material Testing	1	Lump Sum	7000.00	7,000.00
3	Removal and Disposal of Existing Asphalt and Compacting Subgrade	221,000	sf	0.20	44,200.00
4	Raise/Lower existing H2O valves to grade with concrete collar	29	ea	630.00	18,270.00
5	Raise/Lower existing manholes to grade with concrete collar	15	ea	900.00	13,500.00
6	Pavement Striping, Pavement markings, Fire Hydrant markers and Signs	1	Lump Sum	11,900.00	11,900.00
7	Furnish traffic control signs, barricades and flagging services	1	Lump Sum	4,725.00	4,725.00
9	Furnish and install 3" Bituminous Plantmix Pavement (PG76-22) with Fog Seal	74,400	sf	1.53	113,832.00
10	Furnish and install 3" Bituminous Plantmix Pavement (AC-30) with Fog Seal	146,600	sf	1.31	192,046.00
<b>Bid Schedule 2 Total</b>					<b>412,973.00</b>

**TOTAL BID (Bid Schedule 1 + Bid Schedule 2) = \$ 609,083.20**

## BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

**Staker and Parson Companies**

---

as Principal, and **Fidelity and Deposit Company of Maryland**

---

as Surety, are hereby held and firmly bound unto **City of Mesquite**

---

as OWNER in the penal sum of **Five Percent (5%) of Amount Bid**

---

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 20th day of July, 2016.

The Condition of the above obligation is such that whereas the Principal has submitted to  
**City of Mesquite**

---

A certain BID attached hereto and hereby made a part hereof to enter into a contract in writing for the **2016 Mesquite Phase 1 Street Reconstruction Project, Proj: CL-2016-204**

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---

---

NOW, THEREFORE,

- a) If said BID shall be rejected, or
- b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached here (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID; then this obligation shall be void, otherwise the same shall remain in force and effect. It being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

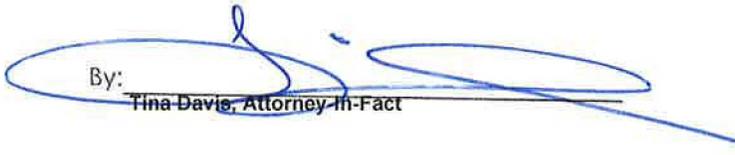
IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

**Staker and Parson Companies**

 (L.S.)  
Principal

**Fidelity and Deposit Company of Maryland**

Surety

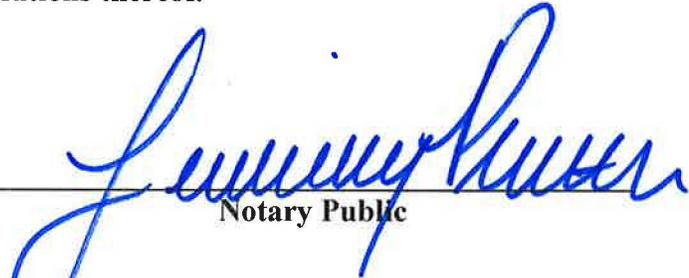
By:   
Tina Davis, Attorney-in-Fact

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

SURETY ACKNOWLEDGMENT

STATE OF UTAH                    }  
COUNTY OF SALT LAKE        } SS

On this 20<sup>TH</sup> day of JULY, 2016, before me personally came TINA DAVIS to me known, who, being by me duly sworn, did depose and say that she is an Attorney-In-Fact of FIDELITY AND DEPOSIT COMPANY OF MARYLAND the corporation described in and which executed the within instrument; that she knows the corporate seal of said corporation, that the seal affixed to the within instrument is such corporate seal, and that she signed the said instrument and affixed the said seal as Attorney-In-Fact of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

  
\_\_\_\_\_  
Notary Public



**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **MICHAEL BOND, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Tina DAVIS, Lisa HALL, Lindsey PLATTNER and Linda NIPPER, all of Salt Lake City, Utah, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

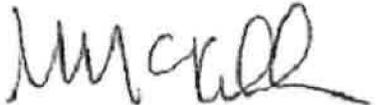
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 24th day of May, A.D. 2016.

**ATTEST:**

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



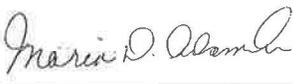
By:   
*Secretary*  
*Michael McKibben*

  
*Vice President*  
*Michael Bond*

State of Maryland  
County of Baltimore

On this 24th day of May, A.D. 2016, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **MICHAEL BOND, Vice President, and MICHAEL MCKIBBEN, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

  
Maria D. Adamski, Notary Public  
My Commission Expires: July 8, 2019



**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 20TH day of JULY, 20 16.



*Gerald F. Haley*

Gerald F. Haley, Vice President



Tina Davis, AFSB, CIC  
Vice President

Marsh USA Risk & Insurance Services  
15 West South Temple, Suite 700  
Salt Lake City UT 84101  
801 533 3624 Fax: 801 533 3610  
Tina.Davis@marsh.com

JUNE 2, 2014

CITY OF MESQUITE

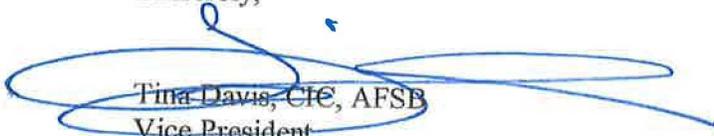
**SUBJECT: FIDELITY AND DEPOSIT COMPANY OF MARYLAND AM BEST RATING**

To Whom It May Concern:

Please be advised that the AM Best Rating for FIDELITY AND DEPOSIT COMPANY OF MARYLAND is A+ (Excellent) with a financial size category of gXV (\$2 billion +)

If you need any further information, please feel free to contact us.

Sincerely,

  
Tina Davis, CIC, AFSB  
Vice President

# LIST OF SUBCONTRACTORS / MATERIAL SUPPLIERS PROVIDING 5%

## "2016 Phase I Street Reconstruction Project"

Following is an excerpt from NRS, all Subcontractors and Material Suppliers shall be listed which exceed Five (5) Percent of Bid Amount or Greater.

- Pursuant to NRS 338.141 paragraph (b) of subsection 1 - Bid shall include information concerning subcontractors as follows:

If the public body does not provide a list of the labor or portions of the public work which are estimated by the public body to exceed 3 percent of the estimated cost of the public work, the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid an amount exceeding 5 percent of the prime contractor's total bid. If the bid is submitted pursuant to this paragraph, within 2 hours after the completion for the opening of the bids, the contractors who submitted the three lowest bids must submit a list containing the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid an amount exceeding 1 percent of the prime contractor's total bid or \$50,000, whichever is greater, and the number of the license issued to the first tier subcontractor pursuant to chapter 624 of NRS.

- If the general contractor fails to submit such a list within the required time, his bid shall be deemed not responsive.
- The bidder shall provide descriptions of the portion of work or improvement which each subcontractor and material supplier named in the bid will complete.
- The bidder shall list in his bid the name of a subcontractor for each portion of the project that will be completed by a subcontractor or material supplier.

Note: List must be turned in with Bid – Five (5) Percent of Bid Amount or Greater is required. If bidder is one of the three lowest bids, a list containing the names of all subcontractors and material suppliers which exceed one (1) percent of Bid amount shall be provided within 2 hours of Bid opening. (Attach additional sheets if necessary)

	Name, Address, Nevada License Number & Class	Trade or Material Supplied
1	Staker and Parson Companies P.O. Box 3429, Ogden UT 84409 Lic 0054829 CL. A	Asphalt
2	Coughlin Company, 809 E. Commerce Dr. St. George UT 84790 Lic. 0028544 Class A	Milling
3	Legacy Construction and Development P.O. Box 2637 Mesquite NV. 89024 Lic 0043329 Class A	Raising and Lowering Manholes and Water valves
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# LIST OF SUBCONTRACTORS / MATERIAL SUPPLIERS PROVIDING 1%

## "2016 Phase I Street Reconstruction Project"

Following is an excerpt from NRS, all Subcontractors and Material Suppliers shall be listed which exceed Five (5) Percent of Bid Amount or Greater.

- Pursuant to NRS 338.141 paragraph (b) of subsection 1 - Bid shall include information concerning subcontractors as follows:

If the public body does not provide a list of the labor or portions of the public work which are estimated by the public body to exceed 3 percent of the estimated cost of the public work, the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid an amount exceeding 5 percent of the prime contractor's total bid. If the bid is submitted pursuant to this paragraph, within 2 hours after the completion for the opening of the bids, the contractors who submitted the three lowest bids must submit a list containing the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid an amount exceeding 1 percent of the prime contractor's total bid or \$50,000, whichever is greater, and the number of the license issued to the first tier subcontractor pursuant to chapter 624 of NRS.

- If the general contractor fails to submit such a list within the required time, his bid shall be deemed not responsive.
- The bidder shall provide descriptions of the portion of work or improvement which each subcontractor and material supplier named in the bid will complete.
- The bidder shall list in his bid the name of a subcontractor for each portion of the project that will be completed by a subcontractor or material supplier.

Note: List must be turned in with Bid – Five (5) Percent of Bid Amount or Greater is required. If bidder is one of the three lowest bids, a list containing the names of all subcontractors and material suppliers which exceed one (1) percent of Bid amount shall be provided within 2 hours of Bid opening. (Attach additional sheets if necessary)

	Name, Address, Nevada License Number & Class	Trade or Material Supplied
1	Stake and Pason Companies P.O. Box 3429 Ocala FL 34409 Lic 0054829 class A	Asphalt
2	Coughlin Company, 809 E. Commerce Dr. St. George, UT 84790 Lic. 0028544 Class A	Milling
3	Legacy Construction and Development Lic 0049329 P.O. Box 2637 Mesquite NV 89024 Class A	Raising and lowering manholes and water valves.
4	MMT L, LC 752 W. Pioneer Blvd Mesquite NV. 89027 Greg Bullock Lic. 010675 CE	Professional Services - Testing
5	Straight Stripe 1812 West Sunset Blvd # 1-525 St. George UT. 84790 Lic 0071191 Cl. A-8	Striping, Thermoplastic
6	Utah Barricade Company 3128 E. Desert Dr St. George UT 84790 Lic. NV20111206438	Traffic Control
7		
8		
9		
10		



Date: June 21, 2016

The City of Mesquite herewith issues this addendum to the above-referenced project. Except as modified herein, all other terms and conditions shall remain in effect.

**Contract Documents**

**Reference:** ADVERTISEMENT FOR BID, PAGE 3:

Delete: First sentence of second paragraph.

Insert: "Bids will be received at the office of the City Clerk; 10E. Mesquite Boulevard, Mesquite NV 89027 until 10:00 a.m. local time on **July 20, 2016** and will be publicly opened and read aloud at that time."

**Reference:** INFORMATION FOR BIDDER, PAGE 4:

Delete entire first paragraph.

Insert: "Bids will be received at the office of the City Clerk; 10E. Mesquite Boulevard, Mesquite NV 89027 until 10:00 a.m. local time on **July 20, 2016** and will be publicly opened and read aloud at that time."

Receipt of this addendum must be acknowledged when you submit your bid. Your bid will be declared non-responsive if you do not acknowledge this addendum.

Sincerely,

A handwritten signature in black ink that reads "Travis H. Anderson". The signature is written in a cursive, flowing style.

Travis H. Anderson, P.E.  
City of Mesquite Engineer

Contract Documents & Specifications for the Construction of

**2016 Mesquite Phase I Street Reconstruction Project**

**May 23, 2016**

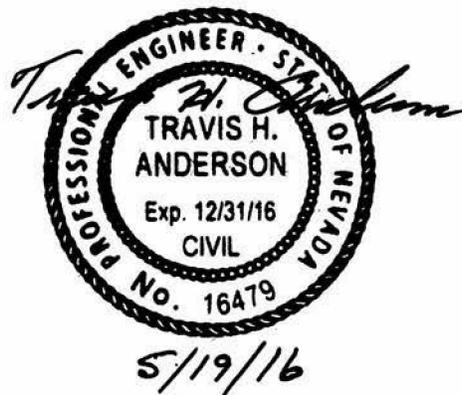
Labor Commission Project Identifying Number: **CL-2016-204**



City Manager: Andy Barton

Mayor: Allan Litman

City Council: Richard Green, Kraig Hafen, George Rapson, Geno Withelder



Prepared by:  
City of Mesquite Public Works  
10 E Mesquite Boulevard  
Mesquite NV 89027  
(702)346-5237

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## ADVERTISEMENT FOR BID

Labor Commission Project Identifying Number: **CL-2016-204**

Notice is hereby given that the City of Mesquite will receive sealed bids for construction of **2016 Mesquite Phase I Street Reconstruction Project**. The project includes, but is not limited to, Asphalt Milling, Grading, Pulverizing and Asphalt Replacement on the following streets: Los Altos Circle, Casa Grande Circle, East Sierra Vista Circle, West Sierra Vista Circle, Palos Verdes Circle, Las Palmas Circle, and Rancho Circle located within Mesquite, Clark County, Nevada. The CONTRACT DOCUMENTS may be obtained from the City of Mesquite Public Works Department at 10 E. Mesquite Boulevard, Mesquite, NV 89027 upon payment of **\$25.00 per set, or \$10.00 per set of Electronic Plans, NO part of which is refundable.**

BIDS will be received at the office of the City Clerk; 10 E. Mesquite Boulevard, Mesquite NV 89027 until **10:00 am** local time on **June 28, 2016** and will be publicly opened and read aloud at that time. Bids must be on the proposal form provided and must be accompanied by a bid security in the amount of five percent of the bid. In addition per NRS 338.147 and NRS 338.1389, any contractor wishing to receive "preferential bidder status" must submit a Nevada State Contractor's Board Certificate of Eligibility for Preferential Bidder Status. Said certificate must be attached to, and submitted with the bid. All bids must be submitted in a sealed envelope plainly marked **2016 Mesquite Phase I Street Reconstruction Project** to the Attention of: Mesquite City Clerk.

The City of Mesquite reserves the right to reject any and all bids or waive any informalities or minor defects. Award will be made on the basis of the lowest responsible bidder, unit price, and conformance to specifications, bidder's qualifications and bid judged to be in the best interest of the owner, each factor being considered.

## INFORMATION FOR BIDDER

Labor Commission Project Identifying Number: **CL-2016-204**

BIDS will be received by the City of Mesquite herein called the "OWNER", at 10 East Mesquite Boulevard, Mesquite, Nevada until **10:00 am** local time, **June 28, 2016** and then publicly opened and read aloud at that time.

Each BID must be submitted in a sealed envelope, addressed to The City of Mesquite at the above address, to the Attention of Mesquite City Clerk. Each sealed envelope containing a BID must be plainly marked on the outside as **"2016 Mesquite Phase I Street Reconstruction Project"**. The envelope should bear on the outside the name of the BIDDER and his address. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER at the above address.

ALL BIDS must be made on the required BID FORMS. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one copy of BID FORMS is required. In addition per NRS 338.147 and NRS 338.1389, any contractor wishing to receive "preferential bidder status" must submit a Nevada State Contractor's Board Certificate of Eligibility for Preferential Bidder Status. Said certificate must be attached to, and submitted with the bid. Affidavit of compliance with assembly bill 144 shall be completed and attached as part of the submitted bid. The List of Subcontractor / Material Suppliers Form must also be completed and submitted with the BID.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. NO BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not ascertain that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER reserves the right to increase or decrease or to entirely eliminate any or all items from the BID Schedule and the BIDDER is cautioned against unbalancing his BID.

The OWNER reserves the right to award any separate BID Schedule or combination of BID Schedules as submitted on the BID Proposal form. The PERFORMANCE BOND and PAYMENT BOND shall meet or exceed a standard bond "A" or "A-" rating per A.M. BEST.

The OWNER shall provide to BIDDERS prior to BIDDING, all information which is pertinent to and delineates and describes the land owned and right-of-ways acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

Any interpretation or correction of the BID DOCUMENTS will be made only by Addendum duly issued, with copies to be mailed or delivered by facsimile to all who are known to have received a complete set of BID DOCUMENTS. No Addendum will be issued within 24 hours of the opening of the BIDS.

Prior to submission of the BID, each BIDDER shall ascertain that it has received all Addendum issued. The BIDDER shall acknowledge receipt of Addenda by completing the acknowledgment space provided on the BID FORM.

Each Bid shall be accompanied by a bid security in the form of, at Bidder's option, a Cashier's Check, Certified Check, Money Order, or Bid Bond in favor of the OWNER in the amount of five percent (5%) of the bid amount, pledging that the Bidder will within 10 days after Notice of Award enter into a contract with the Owner on the terms stated in this Bid and will furnish bonds, as described, covering the faithful performance of the Contractor and the payment of all obligations arising there under. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds, the amount of the bid security may be forfeited to the Owner as liquidated damages, not as penalty. All checks and money orders must indicate the Payee as City of Mesquite and must reflect the complete bid number.

The Bond shall be written on either a standard Bid Bond form or the enclosed form. The Owner will have the right to retain the bid security of bidders to whom an award is being considered until either (a) the Contract has been executed and bonds have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.

The BID FORM and all STIPULATED ATTACHMENTS AND THE BID SECURITY shall be included in the envelope containing the bid. Omission of or failure to complete any portion of the required documents at the time of Bid Opening may be cause to reject the entire Bid.

A PERFORMANCE BOND and PAYMENT BOND, each in the amount of 100 percent of the CONTRACT PRICE with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract. The PERFORMANCE BOND and PAYMENT BOND shall meet or exceed a standard bond "A" or "A-" rating per A.M. BEST. Certificate for the insurance required by section 21, of the General Conditions, will also be furnished by the Contractor when signing the Agreement.

The Attorney-in-fact who executed BID BONDS or PAYMENT BONDS and PERFORMANCE BONDS on behalf of the surety shall affix to each BOND a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the PERFORMANCE BOND and PAYMENT BOND within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may at his option consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within ten (10) days of receipt of acceptable PERFORMANCE BOND, PAYMENT BOND and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within ten (10) days of the execution of the Agreement by the Owner. Should there be reasons why the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the WORK and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted.

All applicable laws, ordinances and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout. The attention of BIDDERS is directed to the State Contractors' License Law requirement (NRS 624 as amended to date) that a contractor hold a valid license of a class corresponding to the work to be completed.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

The BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS in the sealed envelope along with BID DOCUMENTS.

Pursuant to NRS 338.030, prevailing wage rates have been determined by the State Labor Commissioner and are set forth in the Contract Documents. In no case shall the wage rates be less than prescribed therein.

The successful CONTRACTOR shall be required to submit monthly records showing name, occupation and actual wages paid to each of their employees on Public Works Projects.

A copy of that record is to be submitted to the Nevada State Labor Commission and the City of Mesquite no later than one week after the end of each month.

The Nevada State Labor Commission  
Capitol Complex  
Carson City, Nevada 89710

All Contractors shall comply with the preferential employment provisions of NRS 338.130 for the contracts over \$ 20,000.00. This law requires that, when the qualifications of applicants are equal, the preference be given; first, to honorably discharged soldiers, sailors, and marines of the United States who are citizens of the State of Nevada; second, to other citizens of the State of Nevada. If the provisions of NRS 338.130 are not complied with by the Contract, this contract shall be void, and any failure or refusal to comply with any of the provisions of NRS 338.130 shall render this contract void.

#### Bid Protests

Any individual or company who bids on the project may file a notice of protest regarding the award of the contract. The protest must be submitted in writing to the City Clerk within five (5) business days after the date on which bids were opened. The written protest must include a statement setting forth, with specificity, the reasons the person filing the protest believes that applicable provisions of the contract documents or law were violated. At the time a notice of protest is filed, the person filing such notice of protest shall post a bond with a good and solvent surety authorized to do business in the State of Nevada, and supply it to the City Clerk. The bond posted must be in an amount equal to the lesser of: twenty-five (25) percent of the total value of the bid submitted by the person filing the notice of protest; or two hundred fifty thousand dollars (\$250,000).

A notice of protest filed in accordance with this section shall operate as a stay of action in relation to the award of the contract until a determination is made by the Mesquite City Council. A person who makes an unsuccessful bid may not seek any kind of judicial intervention until after the Mesquite City Council has made a determination on the notice of protest and awarded the contract. Neither the City nor any authorized representative of the City is liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a person who submits a bid, whether or not the person files a notice of protest pursuant to this section.

If a protest is upheld, the bond posted and submitted with the notice of protest will be returned to the person who posted the bond. If the protest is rejected, a claim may be made against the bond by the City in an amount equal to the expenses incurred by the City because of the unsuccessful protest.

#### Irregular Bid

A Bid shall be considered irregular for the following reasons, any one or more of which may be cause for rejection:

- 1) If the Bid Form furnished by the City is not used or is altered.
- 2) If there are unauthorized additions, conditional or alternate Bids, or omissions or irregularities of any kind which may tend to make the Bid incomplete, indefinite or ambiguous as to its meaning, or give the Bidder submitting the same a competitive advantage over other Bidders.
- 3) If the individual Bid items and/or schedule of values of a prospective Bidder's Bids are unbalanced in the opinion of the engineer.
- 4) If the Bid submitted contains any erasure, interlineations, or other corrections unless each such correction is prepared and initialed by the authorized person.

#### Disqualification of Bidders

Any one or more of the following may be considered as sufficient for the disqualifications of a prospective Bidder and the rejection of the Bid:

- a) Evidence of collusion among prospective Bidders. Participants in such collusion will receive no recognition as Bidders for any future Work of the City until such participant has been reinstated as a qualified Bidder.
- b) More than one Bid for the same Work from an individual, firm, or corporation under the same or different name.
- c) Lack of competency, adequate machinery, plant and/or equipment as revealed by the financial statement and /or any requested experience information.
- d) Unsatisfactory performance record as shown by past work for the City might hinder or prevent the prompt completion of additional work, if awarded.
- e) Uncompleted work which, in the judgment of the City, might hinder or prevent the prompt completion of additional work, if awarded.
- f) Failure to pay or satisfactorily settle all bills due for labor and material on any Contract(s) still outstanding at the time of the Bid opening.
- g) Failure to comply with any qualification requirements of the City.
- h) Failure to list, as required, all subcontractors and suppliers who will be employed by the Bidder.
- i) Failure of the prospective Bidder to be properly licensed.
- j) Any other reason to be determined in good faith to be in the best interest of the City.

## BID PROPOSAL

Labor Commission Project Identifying Number: CL-2016-204

DATE: \_\_\_\_\_

TO: City of Mesquite

FROM: \_\_\_\_\_

Dear Sir:

Having carefully examined the plans and specifications entitled "**2016 Mesquite Phase I Street Reconstruction Project**" dated "**May 23, 2016**" prepared by the City of Mesquite Public Works and having visited the site to become familiar with all conditions affecting the cost of the work, the undersigned hereby proposes to furnish all fees, labor, materials, equipment and incidentals and perform all work in a manner called for in the said documents for the total sum listed below and as shown on the bid schedule:

**Total Bid Amount:**      \$ \_\_\_\_\_

The undersigned further agrees to execute the attached agreement between owner and contractor within 10 days after receiving a written notice of award and agrees to furnish within the 10 day period, all bonds and insurance required.

If awarded the contract, the undersigned further agrees to commence actual physical work to begin within 10 calendar days from the notification to proceed and that all work will be completed within **forty five (45)** calendar days from that date unless the time for completion is extended otherwise by the contract documents.

In case of failure on the part of the Contractor to complete the Work within the time fixed in the contract, the Contractor shall pay the Owner as fixed and liquidated damages the amount specified in Section 3.b of the Contract.

Respectfully Submitted,

Authorized Agent Signature required

Bidder acknowledges the receipt of the following addendum:

No.	Dated
_____	_____
_____	_____
_____	_____

Nevada Contractor's License No.: \_\_\_\_\_

Classification: \_\_\_\_\_

Limit: \_\_\_\_\_

Performance & Payment Bond Rating: \_\_\_\_\_

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

Title: \_\_\_\_\_

Legal Address: \_\_\_\_\_

\_\_\_\_\_



## BID SCHEDULES

### "BID SCHEDULE 2" Mesa Boulevard

---

**NOTE TO BIDDERS:**

The estimated quantities shown in the bid items are from measurements made from the plans.

If upon inspection prior to bidding or beginning work, the quantity amounts on the plans are found to vary substantially from the estimated quantities, the Contractor shall notify the (City of Mesquite).

1	Mobilization and Demobilization	1	Lump Sum		
2	Material Testing	1	Lump Sum		
3	Removal and Disposal of Existing Asphalt and Compacting Subgrade	221,000	sf		
4	Raise/Lower existing H2O valves to grade with concrete collar	29	ea		
5	Raise/Lower existing manholes to grade with concrete collar	15	ea		
6	Pavement Striping, Pavement markings, Fire Hydrant markers and Signs	1	Lump Sum		
7	Furnish traffic control signs, barricades and flagging services	1	Lump Sum		
9	Furnish and install 3" Bituminous Plantmix Pavement (PG76-22) with Fog Seal	74,400	sf		
10	Furnish and install 3" Bituminous Plantmix Pavement (AC-30) with Fog Seal	146,600	sf		
<b>Bid Schedule 2 Total</b>					

**TOTAL BID (Bid Schedule 1 + Bid Schedule 2) =**

## LIST OF SUBCONTRACTORS / MATERIAL SUPPLIERS PROVIDING 5%

### “2016 Phase I Street Reconstruction Project”

Following is an excerpt from NRS, all Subcontractors and Material Suppliers shall be listed which exceed Five (5) Percent of Bid Amount or Greater.

- **Pursuant to NRS 338.141 paragraph (b) of subsection 1 - Bid shall include information concerning subcontractors as follows:**

If the public body does not provide a list of the labor or portions of the public work which are estimated by the public body to exceed 3 percent of the estimated cost of the public work, the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid an amount exceeding 5 percent of the prime contractor's total bid. If the bid is submitted pursuant to this paragraph, within 2 hours after the completion for the opening of the bids, the contractors who submitted the three lowest bids must submit a list containing the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid an amount exceeding 1 percent of the prime contractor's total bid or \$50,000, whichever is greater, and the number of the license issued to the first tier subcontractor pursuant to chapter 624 of NRS.

- **If the general contractor fails to submit such a list within the required time, his bid shall be deemed not responsive.**
- **The bidder shall provide descriptions of the portion of work or improvement which each subcontractor and material supplier named in the bid will complete.**
- **The bidder shall list in his bid the name of a subcontractor for each portion of the project that will be completed by a subcontractor or material supplier.**

Note: List must be turned in with Bid – Five (5) Percent of Bid Amount or Greater is required. If bidder is one of the three lowest bids, a list containing the names of all subcontractors and material suppliers which exceed one (1) percent of Bid amount shall be provided within 2 hours of Bid opening. (Attach additional sheets if necessary)

	Name, Address, Nevada License Number & Class	Trade or Material Supplied
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

## LIST OF SUBCONTRACTORS / MATERIAL SUPPLIERS PROVIDING 1%

### “2016 Phase I Street Reconstruction Project”

Following is an excerpt from NRS, all Subcontractors and Material Suppliers shall be listed which exceed Five (5) Percent of Bid Amount or Greater.

- **Pursuant to NRS 338.141 paragraph (b) of subsection 1 - Bid shall include information concerning subcontractors as follows:**

If the public body does not provide a list of the labor or portions of the public work which are estimated by the public body to exceed 3 percent of the estimated cost of the public work, the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid an amount exceeding 5 percent of the prime contractor's total bid. If the bid is submitted pursuant to this paragraph, within 2 hours after the completion for the opening of the bids, the contractors who submitted the three lowest bids must submit a list containing the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid an amount exceeding 1 percent of the prime contractor's total bid or \$50,000, whichever is greater, and the number of the license issued to the first tier subcontractor pursuant to chapter 624 of NRS.

- **If the general contractor fails to submit such a list within the required time, his bid shall be deemed not responsive.**
- **The bidder shall provide descriptions of the portion of work or improvement which each subcontractor and material supplier named in the bid will complete.**
- **The bidder shall list in his bid the name of a subcontractor for each portion of the project that will be completed by a subcontractor or material supplier.**

Note: List must be turned in with Bid – Five (5) Percent of Bid Amount or Greater is required. If bidder is one of the three lowest bids, a list containing the names of all subcontractors and material suppliers which exceed one (1) percent of Bid amount shall be provided within 2 hours of Bid opening. (Attach additional sheets if necessary)

	Name, Address, Nevada License Number & Class	Trade or Material Supplied
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

# CITY OF MESQUITE

## AFFIDAVIT OF COMPLIANCE WITH ASSEMBLY BILL 144

(Contractor submitting for Preferential Bidder Status shall include this Affidavit)

State of Nevada )

)ss.

County of Clark

I, \_\_\_\_\_(Name of party signing this affidavit and the Bid Form),

\_\_\_\_\_ (title), under penalty of perjury, being duly sworn, depose and say:

That \_\_\_\_\_(name of person, firm, association, or corporation) is

in compliance with 2011 Assembly Bill 144, enacted into NRS, Chapter 338, effective April 27, 2011.

Bidder shall review enacted Bill 144 and NRS Chapter, 338.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Address

Subscribed and sworn to before me this

\_\_\_\_\_ Day of \_\_\_\_\_

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Notary

My commission expires \_\_\_\_\_

## BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

\_\_\_\_\_  
as Principal, and \_\_\_\_\_  
as Surety, are hereby held and firmly bound unto \_\_\_\_\_  
as OWNER in the penal sum of \_\_\_\_\_  
for the payment of which, well and truly to be made, we hereby jointly and severally bind  
ourselves, successors and assigns.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

The Condition of the above obligation is such that whereas the Principal has submitted to

\_\_\_\_\_  
A certain BID attached hereto and hereby made a part hereof to enter into a contract in writing  
for the \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE,

- a) If said BID shall be rejected, or
- b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached here (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID; then this obligation shall be void, otherwise the same shall remain in force and effect. It being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

\_\_\_\_\_, (L.S.)  
Principal

\_\_\_\_\_  
Surety

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

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

# NOTICE OF AWARD

To: \_\_\_\_\_

Project: **2016 MESQUITE PHASE I STREET RECONSTRUCTION PROJECT**

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated May 23, 2016 and Information for Bidders.

You are hereby notified that your BID has been accepted for the amount of \$ \_\_\_\_\_.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance Bond, Payment Bond and Certificates of Insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within Ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledgment copy of this NOTICE OF AWARD to the OWNER.

Dated this \_\_\_\_\_, day of \_\_\_\_\_, 2016.

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

Mayor:  
Owner: City of Mesquite

## ACCEPTANCE OF NOTICE

Receipt of the above AWARD is hereby acknowledged

By: \_\_\_\_\_  
Company Name

this \_\_\_\_\_, day of \_\_\_\_\_, 2016.

By: \_\_\_\_\_  
Signature & Printed Name

Title: \_\_\_\_\_

# AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_, day of \_\_\_\_\_, 2016, by and between the City of Mesquite hereinafter called "OWNER" and

\_\_\_\_\_  
Company Name

doing business as \_\_\_\_\_  
herein after called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

- 1) The CONTRACTOR will commence and complete the construction of **"2016 Mesquite Phase I Street Reconstruction Project"** hereinafter referred to as "PROJECT".
- 2) The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT in strict compliance with the Contract Documents described herein, which are made a part of this contract, including the following Addenda:

ADDENDUM NO.	DATED
_____	_____
_____	_____
_____	_____

- 3) The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the same within 45 calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
- 4) Fixed and Agreed Liquidated Damages: Five Hundred (\$500.00) dollars per day for each calendar day delay in completing the work in accordance with the terms of the CONTRACT DOCUMENTS.
- 5) The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and to comply with the terms therein for the sum of \$ \_\_\_\_\_ or as shown in the BID SCHEDULE.
- 6) The term "CONTRACT DOCUMENTS" means and includes the following attached or referenced documents. In the event that any provision of one Contract Document

conflicts with the provision of another Contract Document, the provision in that document first listed below shall govern:

- a) Change Order / Field Order
- b) Agreement (this instrument)
- c) Addenda to Contract Documents
- d) Remaining Legal and Procedural Documents
  - Bid proposal (including Bid Schedule)
  - Information for Bidders
  - Advertisement
  - Notice of Award, Notice to Proceed
- e) Special Provisions
- f) Specifications prepared or issued by City of Mesquite Public Works Dated May 23, 2016".
- g) Design and Construction Standards for Wastewater Collection Systems 1997 or latest edition.
- h) The Uniform Standard Specifications for Public Works' Construction, Off-site Improvements, Clark County Area, Nevada, 1986 or latest edition.
- i) The Uniform Standard Drawings for Public Works' Construction, Off-site improvements, Clark County Area, Nevada, 1988 or latest edition.
- j) Drawings prepared by City of Mesquite Public Works, numbered "1" through "3", dated "May 2016".
- k) General Conditions
- l) Bonds
  - Bid Bond
  - Performance Bond
  - Labor and Material Payment Bond

7) The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

8) This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two (2) each of which shall be deemed an original on the date first above written.

**OWNER: City of Mesquite**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(Seal)

**ATTEST:**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CONTRACTOR:**

\_\_\_\_\_  
Company Name

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

NOTE: Witnesses not required for a Corporation, but the Corporate Certificate must be completed. Two Witnesses are required for Partnerships and Individuals. Partnerships must also complete Partnership Certificate.

# CORPORATE CERTIFICATE

I, \_\_\_\_\_ certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that \_\_\_\_\_, who signed the said Contract on behalf of the Contractor was then \_\_\_\_\_, of the said Corporation by authority of its governing body and is within the scope of its corporate powers.

\_\_\_\_\_  
Signature

(Corporate Seal)

## PARTNERSHIP CERTIFICATE

State of Nevada        )  
                                  ) ss  
County of Clark        )

\_\_\_\_\_, being first duly sworn, deposes and says; that he/she is a member of the partnership firm designated as \_\_\_\_\_, and named in the Contract. That he/she has been duly vested with authority to make and sign instruments for the partnership by \_\_\_\_\_, who constitute the other members of the partnership.

\_\_\_\_\_  
Signature

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE COUNTY OF CLARK, STATE OF NEVADA

# PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

---

Name of Contractor

---

Address of Contractor

a \_\_\_\_\_, hereinafter  
Corporation, Partnership or Individual

called Principal, and

---

Name of Surety

---

Address of Surety

hereinafter called Surety, are held and firmly bound unto

---

Name of Owner

---

Address of Owner

hereinafter called OWNER, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2016, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed there under or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each one of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

## Principal

**Attest**

\_\_\_\_\_  
Principal Signature / Printed

(Seal)

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
Address

# Surety

## Attest

(Seal)

---

Surety Signature / Printed

---

Company Name

---

Title

---

Attorney-in-Fact

Countersigned by resident agent in Nevada:

---

Agent Company Name

---

Signature and Printed Name

---

Title

NOTE: Date of BOND must not be prior to date of CONTRACT. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

# LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, That \_\_\_\_\_,  
as CONTRACTOR, and \_\_\_\_\_, as Surety, are  
held and firmly bound unto \_\_\_\_\_,  
called OWNER, in the sum of \_\_\_\_\_ dollars, for the  
payment of which sum well and truly to be made, we bind ourselves, our heirs, executors,  
administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said CONTRACTOR has been awarded and is about to enter into the annexed  
Contract with said OWNER to perform all work required under the Bid Schedule(s)  
\_\_\_\_\_ of the OWNERS  
specifications entitled \_\_\_\_\_.

NOW THEREFORE, if said CONTRACTOR, or subcontractor, fails to pay for any materials,  
equipment or other supplies, or for rental of same, used in amounts due under applicable state  
law for any work or labor thereon, said Surety will pay for the same in an amount not exceeding  
the sum specified above, and in the event suit is brought upon this bond, a reasonable  
attorney's fee to be fixed by the Court. This bond shall insure to the benefit of any persons,  
companies, or corporations entitled to file claims under applicable state law.

PROVIDED, that any alterations in the work to be done or the materials to be furnished, which  
may be made pursuant to the terms of said Contract, shall not in any way release either said  
CONTRACTOR or Surety there under nor shall any extensions of time granted under type  
provisions of said Contract release either said CONTRACTOR or said Surety, and notice of such  
alterations or extensions of the Contract is hereby waived by said Surety.

SIGNED AND SEALED, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Contractor name (Seal)

By: \_\_\_\_\_  
Signature and Printed Name

\_\_\_\_\_  
Surety name (Seal)

By: \_\_\_\_\_  
Signature and Printed Name

Countersigned by resident agent in Nevada: \_\_\_\_\_  
Agent Company Name

\_\_\_\_\_  
Signature and Printed Name

\_\_\_\_\_  
Title

# NOTICE TO PROCEED

To: \_\_\_\_\_

Project: **"2016 MESQUITE PHASE I STREET RECONSTRUCTION PROJECT"** \_\_\_\_\_

Date: \_\_\_\_\_

You are hereby notified to commence WORK in accordance with the Agreement dated \_\_\_\_\_, on or before \_\_\_\_\_, 2016, and you are to complete the WORK within \_\_\_\_\_ consecutive calendar days thereafter. The date of completion of all WORK is therefore \_\_\_\_\_, 2016.

You are required to return an acknowledged copy of this NOTICE TO PROCEED to the OWNER.

## CITY OF MESQUITE

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

Title: \_\_\_\_\_

## Acceptance of Notice

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Contractor Name

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

# CHANGE ORDER

Order No: \_\_\_\_\_

Date: \_\_\_\_\_

State: \_\_\_\_\_

County: \_\_\_\_\_

Contract for: 2016 Mesquite Phase I Street Reconstruction Project

Owner: \_\_\_\_\_ City of Mesquite

To: \_\_\_\_\_  
(Contractor Name)

You are hereby requested to comply with the following changes from the CONTRACT plans and specifications: **See Attachment(s)**

Description of Changes (Supplemental Plans and Specifications Attached)	Bid Item	Decrease in Contract Price	Increase in Contract Price
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
<b>Net Change in Contract Price</b>		\$	

JUSTIFICATION: \_\_\_\_\_  
\_\_\_\_\_

The amount of the Contract Price will be (Decreased) (Increased) by the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_).

The Contract Period provided for completion will be (Increased) (Decreased) (Unchanged) \_\_\_\_\_ days.

This document will become a modification to the Contract and all provisions will apply hereto.

Requested by: \_\_\_\_\_  
Contractor Date

Approved by: \_\_\_\_\_  
Project Engineer/Construction Manager Date

Approved Change Order Price / Time: \_\_\_\_\_

Contractor Date

Approved Change Order Price / Time: \_\_\_\_\_

Owner Date

## **GENERAL CONDITIONS**

- 1) Definitions
- 2) Additional Instructions & Detail Drawings
- 3) Schedules, Reports & Records
- 4) Drawings & Specifications
- 5) Shop Drawings
- 6) Materials, Services & Facilities
- 7) Inspections & Testing
- 8) Substitutions
- 9) Patents
- 10) Surveys, Permits, Regulations
- 11) Protection of Work, Property, Persons
- 12) Supervision by Contractor
- 13) Changes in the Work
- 14) Changes in Contract Price
- 15) Time for Completion and Liquidated Damages
- 16) Correction Work
- 17) Subsurface Conditions
- 18) Suspension of Work, Termination & Delay
- 19) Payments to Contractor
- 20) Acceptance of Final Payment as Release
- 21) Insurance
- 22) Contract Security
- 23) Assignments
- 24) Indemnification
- 25) Separate Contracts
- 26) Subcontracting
- 27) Engineer's Authority
- 28) Land & Right-of-Way
- 29) Guaranty
- 30) Arbitration
- 31) Taxes

## 1. **Definitions**

- 1-1 Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:
- 1-2 ADDENDA – Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the CONTRACT DOCUMENTS, DRAWINGS, and SPECIFICATIONS, by additions, deletions, clarifications or corrections.
- 1-3 BID – The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed.
- 1-4 BIDDER – Any person, firm or corporation submitting a BID for the WORK.
- 1-5 BONDS – Bid, Performance and Payment Bonds and other instruments of security, furnished by the CONTRACTOR and his surety in accordance with the CONTRACT DOCUMENTS.
- 1-6 CHANGE ORDER – A written order to the CONTRACTOR authorizing an addition, deletion or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the CONTRACT PRICE or CONTRACT TIME.
- 1-7 CONTRACT DOCUMENTS – The contract, including Advertisement for Bids, Information for Bidders, Bid, Bid Bond, Agreement, Payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Change Order, Drawings, Specifications, and Addenda.
- 1-8 CONTRACT PRICE – The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.
- 1-9 CONTRACT TIME – The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.
- 1-10 CONTRACTOR – The person, firm or corporation with whom the OWNER has executed the Agreement.
- 1-11 DRAWINGS – The part of the CONTRACT DOCUMENTS which show the characteristics and scope of the WORK to be performed and which have been prepared or approved by the ENGINEER.
- 1-12 ENGINEER – The person, firm or corporation named as such in the CONTRACT DOCUMENTS.
- 1-13 FIELD ORDER – A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction.
- 1-14 NOTICE OF AWARD – The written notice of the acceptance of the BID from the OWNER to the successful BIDDER.
- 1-15 NOTICE TO PROCEED – Written communication issued by the OWNER to the CONTRACTOR authorizing him to proceed with the WORK and establishing the date of commencement of the WORK.
- 1-16 OWNER – A public or quasi-public body or authority, corporation, association, partnership or individual for whom the WORK is to be performed.
- 1-17 PROJECT – The undertaking to be performed as provided in the CONTRACT DOCUMENTS.
- 1-18 RESIDENT PROJECT REPRESENTATIVE – The authorized representative of the

- OWNER who is assigned to the PROJECT site or any part thereof.
- 1-19 SHOP DRAWINGS – All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, manufacturer, SUPPLIER or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.
- 1-20 SPECIFICATIONS – A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.
- 1-21 SUBCONTRACTOR – An individual, firm or corporation having a direct contract with the CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.
- 1-22 SUBSTANTIAL COMPLETION – That date as certified by the ENGINEER when the construction of the PROJECT or a specified part thereof is sufficiently completed in accordance with the CONTRACT DOCUMENTS, so that the PROJECT or specified part can be utilized for the purposes for which it is intended.
- 1-23 SUPPLEMENTAL GENERAL CONDITIONS – Modifications to General Conditions required by a federal agency for participation in the PROJECT and approved by the agency in writing prior to inclusion in the CONTRACT DOCUMENTS or such requirements that may be imposed by applicable state laws.
- 1-24 SUPPLIER – Any person or organization who supplies materials or equipment for the WORK including that fabricated to a special design, but who does not perform labor at the site.
- 1-25 WORK – All labor necessary to produce the construction required by the CONTRACT DOCUMENTS and all materials and equipment incorporated or to be incorporated in the PROJECT.
- 1-26 WRITTEN NOTICE – Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address or delivered in person to said party or his authorized representative on the WORK.
- 2. Additional Instructions & Detail Drawings**
- 2-1 The CONTRACTOR may be furnished additional instructions and detail drawings by the ENGINEER as necessary to carry out the WORK required by the CONTRACT DOCUMENTS.
- 2-2 The additional drawings and instruction thus supplied will become a part of the CONTRACT DOCUMENTS. The CONTRACTOR shall carry out the WORK in accordance with the additional detail drawings and instructions.
- 3. Schedules, Reports & Records**
- 3-1 The CONTRACTOR shall submit to the OWNER such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the CONTRACT DOCUMENTS for the WORK to be performed.
- 3-2 Prior to the first partial payment estimate the CONTRACTOR shall submit construction progress schedules showing the order in which he proposes to carry on the WORK, including dates at which he will start the various parts of the WORK,

estimated date of completion of each part and as applicable:

3-2-1 The dates at which special detail drawings will be required; and

3-2-2 Respective dates for submission of SHOP DRAWINGS, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.

3-3 The CONTRACTOR shall also submit a schedule of payments that he anticipates he will earn during the course of the WORK.

#### **4. Drawings & Specifications**

4-1 The intent of the DRAWINGS and SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and all incidental work necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy or operation by the OWNER.

4-2 In case of conflict between the drawings, references and specifications, the following order of authority shall govern (from highest authority to lowest authority):

- Special Provisions
- Supplemental Specifications
- Technical Specifications
- General Conditions
- Uniform Standard Specifications
- Contract Drawings
- Uniform Standard Drawings

4-3 Any discrepancies found between the DRAWINGS and SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the DRAWINGS or SPECIFICATIONS shall be immediately

reported to the ENGINEER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the CONTRACTOR'S risk.

#### **5. Shop Drawings**

5-1 The CONTRACTOR shall provide SHOP DRAWINGS as may be necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS. The ENGINEER shall promptly review all SHOP DRAWINGS. The ENGINEER'S approval of any SHOP DRAWING shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS. The approval of any SHOP DRAWING which substantially deviates from the requirement of the CONTRACT DOCUMENT shall be evidence by a CHANGE ORDER.

5-2 When submitted for the ENGINEER'S review, SHOP DRAWINGS shall bear the CONTRACTOR'S certification that he has reviewed, checked and approved the SHOP DRAWINGS and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.

5-3 Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the SHOP DRAWING or submission has been approved by the ENGINEER. A copy of each approved SHOP DRAWING and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

#### **6. Materials, Services & Facilities**

6-1 It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, labor, tools,

equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the WORK within the specified time.

- 6-2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.
- 6-3 Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
- 6-4 Materials, supplies and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the ENGINEER.
- 6-5 Materials, supplies or equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or the SUBCONTRACTOR subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

**7. Inspection & Testing**

- 7-1 All materials and equipment used in the construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the CONTRACT DOCUMENTS.
- 7-2 The OWNER shall provide all inspection and testing services not required by the CONTRACT DOCUMENTS.
- 7-3 The CONTRACTOR shall provide at his expense the testing and inspection

services required by the CONTRACT DOCUMENTS.

- 7-4 If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any WORK to specifically be inspected, tested, or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the ENGINEER timely notice of readiness. The CONTRACTOR will then furnish the ENGINEER the required certificates of inspection, testing or approval.
- 7-5 Inspections, tests or approvals by the engineer or others shall not relieve the CONTRACTOR from his obligations to perform the WORK in accordance with requirements of the CONTRACT DOCUMENTS.
- 7-6 The ENGINEER and his representatives will at all times have access to the WORK. In addition, authorized representative and agents of any participating Federal or state agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and also for any inspection or testing thereof.
- 7-7 If any WORK is covered contrary to the written instructions of the ENGINEER it must, if requested by the ENGINEER, be uncovered for his observation and replaced at the CONTRACTOR'S expense.
- 7-8 If the ENGINEER considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR, at the ENGINEER'S request, will uncover, expose or otherwise make available for observation, inspection or testing as the ENGINEER may require, that

portion of the WORK in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such WORK is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such WORK is not found to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate CHANGE ORDER shall be issued.

#### **8. Substitutions**

8-1 Whenever a material, article or piece of equipment is identified on the DRAWINGS or SPECIFICATIONS by reference to brand name or catalog number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the CONTRACT DOCUMENTS by reference to brand name or catalog number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Any cost differential shall be deductible from the CONTRACT PRICE and the CONTRACT DOCUMENTS shall be appropriately modified by CHANGE ORDER. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or

general design of the PROJECT will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the CONTRACT PRICE or CONTRACT TIME.

#### **9. Patents**

9-1 The CONTRACTOR shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the OWNER harmless from loss on account thereof, except that the OWNER shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified. However, if the CONTRACTOR has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the ENGINEER.

#### **10. Surveys, Permits, Regulations**

10-1 The OWNER shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the WORK together with a suitable number of benchmarks adjacent to the WORK as shown in the CONTRACT DOCUMENTS. From the information provided by the OWNER, unless otherwise specified in the CONTRACT DOCUMENTS, the CONTRACTOR shall develop and make all detail surveys needed for construction such as slope stakes, stakes for pile locations and other working points, lines, elevations and cut sheets.

10-2 The CONTRACTOR shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense

and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

- 10-3 Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR unless otherwise stated in the SUPPLEMENTAL GENERAL CONDITIONS. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the OWNER, unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the WORK as drawn and specified. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, he shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted as provided in Section 13, CHANGES IN THE WORK.

#### **11. Protection of Work, Property & Person**

- 11-1 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the WORK. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the WORK and other persons who may be effected thereby, all the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

- 11-2 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body that has jurisdiction. He will erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the WORK may affect them. The CONTRACTOR will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS or to the act of omissions of the OWNER or the ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.

- 11-3 In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, shall act to prevent threatened damage, injury or loss. He will give the ENGINEER prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall thereupon be issued covering the changes and deviations involved.

#### **12. Supervision by Contractor**

- 12-1 The CONTRACTOR will supervise and direct the WORK. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The

CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the WORK.

### **13. Changes in the Work**

13-1 The OWNER may at any time, as the need arises, order changes within the scope of the WORK without invalidating the Agreement. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.

13-2 The ENGINEER, also, may at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ENGINEER unless the CONTRACTOR believes that such FIELD ORDER entitles him to a change in CONTRACT PRICE or TIME, or both, in which event he shall give the ENGINEER WRITTEN NOTICE thereof within seven (7) days after the receipt of the ordered change. Thereafter the CONTRACTOR shall document in basis for the change in CONTRACT PRICE or TIME within thirty (30) days. The CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the OWNER.

### **14. Changes in Contract Price**

14-1 The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any WORK covered by a CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed below:

- a) Unit prices previously approved.
- b) An agreed lump sum.
- c) The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. In addition there shall be added an amount to be agreed upon, but not to exceed fifteen (15) percent of the actual cost of the WORK, to cover the cost of general overhead and profit.

### **15. Time for Completion & Liquidated Damages**

15-1 The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK embraced shall be commenced on a date specified in the NOTICE TO PROCEED.

15-2 The CONTRACTOR will proceed with the WORK at such rate of progress to insure full completion within the CONTRACT TIME. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the CONTRACT TIME for the completion of the WORK described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the WORK.

15-3 If the CONTRACTOR shall fail to complete the WORK within the

CONTRACT TIME, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the BID for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the CONTRACT DOCUMENTS.

15-4 The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the WORK is due to the following and the CONTRACTOR has promptly given WRITTEN NOTICE of such delay to the OWNER or ENGINEER:

15-4-1 To any preference, priority or allocation order duly issued by the OWNER.

15-4-2 To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of God, or of the public enemy, acts of the OWNER, acts of another CONTRACTOR in the performance of a contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and

15-4-3 To any delays of SUBCONTRACTS occasioned by any of the causes specified in paragraphs 15.4.1 and 15.4.2 of this article.

#### **16. Correction of Work**

16-1 The CONTRACTOR shall promptly remove from the premises all WORK rejected by the ENGINEER for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and re-execute the WORK in

accordance with the CONTRACT DOCUMENTS and without expense to the OWNER and shall bear the expense of making good all WORK of other CONTRACTORS destroyed or damaged by such removal or replacement.

16-2 All removal and replacement WORK shall be done at the CONTRACTOR'S expense. If the CONTRACTOR does not take action to remove such rejected WORK within ten (10) days after receipt of WRITTEN NOTICE, the OWNER may remove such WORK and store the materials at the expense of the CONTRACTOR.

#### **17. Subsurface Conditions**

17-1 The CONTRACTOR shall promptly, and before such conditions are disturbed except in the event of an emergency, notify the OWNER by WRITTEN NOTICE of:

17-1-1 Subsurface or latent physical conditions at the site differing materially from those indicated in the CONTRACT DOCUMENTS: or

17-1-2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in the CONTRACT DOCUMENTS.

17-2 The OWNER shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the WORK, an equitable adjustment shall be made and the CONTRACT DOCUMENTS shall be modified by a CHANGE ORDER. Any claim of the CONTRACTOR for adjustment hereunder shall not be

allowed unless he has given the required WRITTEN NOTICE; provided that the OWNER may, if he determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

**18. Suspension of Work, Termination & Delay**

18-1 The OWNER may suspend the WORK or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the CONTRACTOR, by WRITTEN NOTICE to the CONTRACTOR and the ENGINEER which notice shall fix the date on which WORK shall be resumed. The CONTRACTOR will resume the WORK on the date so fixed. The CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to any suspension.

18-2 If the CONTRACTOR is adjudged, bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workers or suitable materials or equipment, or if he repeatedly fails to make prompt payments to SUBCONTRACTORS or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the WORK or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of the CONTRACT DOCUMENTS, then the OWNER may, without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety a minimum of ten (10) days from delivery of a WRITTEN NOTICE, terminate the services of the CONTRACTOR and take possession of the PROJECT and of all materials, equipment, tools, construction equipment and machinery thereon owned by the

CONTRACTOR, and finish the WORK by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT, including compensation for additional professional service, such excess SHALL BE PAID TO THE CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a CHANGE ORDER.

18-3 Where the CONTRACTOR'S services have been so terminated by the OWNER, said termination shall not affect any right of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by the OWNER due the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.

18-4 After ten (10) days from delivery of a WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the PROJECT and terminate the Contract. In such case, the CONTRACTOR shall be paid for all WORK executed and any expense sustained plus reasonable profit.

18-5 If, through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any request for payment within thirty (30) days after it is submitted, or the OWNER fails to pay the CONTRACTOR substantially the sum approved by the ENGINEER or awarded by arbitrators within thirty (30) days of its approval and presentation, then the CONTRACTOR may, after ten (10) days from delivery of a WRITTEN NOTICE to the OWNER and the ENGINEER,

terminate the CONTRACT and recover from the OWNER payment for all WORK executed and all expenses sustained. In addition and in lieu of terminating the CONTRACT, if the ENGINEER has failed to act on a request for payment or if the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) days written notice to the OWNER and the ENGINEER stop the WORK until he has been paid all amounts then due, in which event and upon resumption of the WORK, CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME or both to compensate for the costs and delays attributable to the stoppage of the WORK.

- 18-6 If the performance of all or any portion of the WORK is suspended, delayed, or interrupted as a result of a failure of the OWNER or ENGINEER to act within the time specified in the CONTRACT DOCUMENTS, or if no time is specified, within a reasonable time, an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, shall be made by CHANGE ORDER to compensate the CONTRACTOR for the costs and delays necessarily caused by the failure of the OWNER or ENGINEER.

#### **19. Payment to the Contractor**

- 19-1 At least twenty (20) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the WORK but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER, as will establish the

OWNER'S title to the material and equipment and protect his interest therein, including applicable insurance. The ENGINEER will, within five (5) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within twenty (20) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The OWNER shall retain ten (10) percent of the amount of each payment until final completion and acceptance of all work covered by the CONTRACT DOCUMENTS. The OWNER at any time, however, after fifty (50) percent of the WORK has been completed, if he finds that satisfactory progress is being made, may reduce retainage to five (5) percent of the contract price. When the WORK is substantially complete (operational or beneficial occupancy), the retained amount may be further reduced below five (5) percent to only that amount necessary to assure completion. On completion and acceptance of a part of the WORK on which the price is stated separately in the CONTRACT DOCUMENTS, payment may be made in full, including retained percentages, less authorized deductions.

- 19-2 The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably and securely stored either at or near the site.

- 19-3 Prior to SUBSTANTIAL COMPLETION, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the WORK. Such use shall not constitute an acceptance of such portions of the WORK.
- 19-4 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the CONTRACT DOCUMENTS. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the WORK, or the restoration of any damaged WORK except such as maybe caused by agents or employees of the OWNER.
- 19-5 Upon completion and acceptance of the WORK, the ENGINEER shall issue a certificate attached to the final payment request that the WORK has been accepted by him under the conditions of the CONTRACT DOCUMENTS. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER shall be paid to the CONTRACTOR within thirty (30) days of completion and acceptance of the WORK.
- 19-6 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demands of SUBCONTRACTORS, laborers, workers, mechanics, material men, and furnisher of machinery and parts thereof, equipment, tools and all supplies, incurred in the furtherance of the performance of the WORK. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the

CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed, in accordance with the terms of the CONTRACT DOCUMENTS, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, his Surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the CONTRACT DOCUMENTS by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

- 19-7 If the OWNER fails to make payment forty-five (45) days after approval by the ENGINEER, in addition to other remedies available to the CONTRACTOR, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR.

## **20. Acceptance of Final Payment as Release**

- 20-1 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this WORK and for every act and neglect of the OWNER and others relating to or arising out of this WORK.

Any payment, however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the CONTRACT DOCUMENTS or the Performance BOND and Payment BONDS.

## 21. Insurance

21-1 The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S execution of the WORK, whether such execution be by himself or by any SUBCONTRACTOR or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

21-1-1 Claims under workers compensation, disability benefit and other similar employee benefit acts;

21-1-2 Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;

21-1-3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employee;

21-1-4 Claims for damages insured by usual personal injury liability coverage which are sustained

1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or

2) by any other person; and claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.

21-2 Certificates of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled unless at least fifteen (15)

days prior WRITTEN NOTICE has been given to the OWNER.

21-3 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified.

21-3-1 CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by himself or by any SUBCONTRACTOR under him, or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR under him. Insurance shall be written with a limit of liability of not less than \$500,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$500,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$200,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$200,000 aggregate for any such damage sustained by two or more persons in any one accident.

21-3-2 The CONTRACTOR shall acquire and maintain, if applicable, Fire and Extended Coverage insurance upon the PROJECT to the full insurable value thereof for the benefit of the

OWNER, the CONTRACTOR, and SUBCONTRACTORS as their interest may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR'S surety from obligations under the CONTRACT DOCUMENTS to fully complete the PROJECT.

21-4 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the work is performed. Workers Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the PROJECT and in case any work is sublet, the CONTRACTOR shall require such SUBCONTRACT similarly to provide Workers Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this contract at the site of the PROJECT is not protected under Workers Compensation statute, the CONTRACTOR shall provide and shall cause each SUBCONTRACTOR to provide adequate and suitable insurance for the protection of his employees not otherwise protected.

21-5 The CONTRACTOR shall secure, if applicable, "All Risk" type Builder's Risk Insurance for WORK to be performed. Unless specifically authorized by the OWNER, the amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, rain or flood, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the CONTRACT TIME, and until the WORK is accepted by the OWNER. The policy shall name as the insured the CONTRACTOR, the ENGINEER, and the OWNER.

## **22. Contract Security**

22-1 The CONTRACTOR shall within ten (10) days after the receipt of the NOTICE OF AWARD furnish the OWNER with a Performance Bond and a Payment Bond in penal sums equal to the amount of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions and agreements of the CONTRACT DOCUMENTS, and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS. Such BONDS shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business in the state in which the WORK is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these BONDS shall be borne by the CONTRACTOR. If at any time a surety on any such BOND is declared a bankrupt or loses its right to do business in the state in which the WORK is to be performed or is removed from the list of Surety Companies accepted on Federal BONDS, CONTRACTOR shall within ten (10) days after notice from the OWNER to do so, substitute an acceptable BOND (or BONDS) in such form and sum and signed by such other surety or sureties as may be satisfactory to the OWNER. The premiums on such BOND shall be paid by the CONTRACTOR. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable BOND to the OWNER.

## **23. Assignments**

23-1 Neither the CONTRACTOR nor the OWNER shall sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, or his obligations there under, without written consent of the other party.

## **24. Indemnification**

- 24-1 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the WORK, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting there from; and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR, and SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
- 24-2 In any and all claims against the OWNER or the ENGINEER, or any of their agents or employees, by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under workers compensation acts, disability benefit acts or other employee benefits acts.
- 24-3 The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER, his agents or employees arising out of the preparation or approval of maps, DRAWINGS, opinions, reports, surveys, CHANGE ORDERS, designs or SPECIFICATIONS.

**25. Separate Contracts**

- 25-1 The OWNER reserves the right to let other contracts in connection with this PROJECT. The CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their WORK, and shall properly connect and coordinate his WORK with theirs. If the

proper execution or results of any part of the CONTRACTOR'S WORK depends upon the WORK of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the ENGINEER any defects in such WORK that render it unsuitable for such proper execution and results.

- 25-2 The OWNER may perform additional WORK related to the PROJECT by himself, or he may let other contracts containing provisions similar to these. The CONTRACTOR will afford the other CONTRACTORS who are parties to such Contracts (or the OWNER, if he is performing the additional WORK himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK, and shall properly connect and coordinate his WORK with theirs.
- 25-3 If the performance of additional WORK by other CONTRACTORS or the OWNER is not noted in the CONTRACT DOCUMENTS prior to the execution of the CONTRACT, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional WORK. If the CONTRACTOR believes that the performance of such additional WORK by the OWNER or others involves him in additional expense or entitles him to an extension of the CONTRACT TIME, he may make a claim therefore as provided in Sections 14 and 15.

**26. Subcontracting**

- 26-1 The CONTRACTOR may utilize the services of specialty SUBCONTRACTORS on those parts of the WORK which, under normal contracting practices, are performed by specialty SUBCONTRACTORS.
- 26-2 The CONTRACTOR shall not award WORK to SUBCONTRACTOR(S) in excess of fifty (50%) percent of the CONTRACT PRICE without prior written approval of the OWNER.
- 26-3 The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of his

SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

- 26-4 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS insofar as applicable to the WORK of SUBCONTRACTORS and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provision of the CONTRACT DOCUMENTS.
- 26-5 Nothing contained in this CONTRACT shall create any contractual relation between any SUBCONTRACTOR and the OWNER.

#### **27. Engineer's Authority**

- 27-1 The ENGINEER shall act as the OWNER'S representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and WORK performed. He shall interpret the intent of the CONTRACT DOCUMENTS in a fair and unbiased manner. The ENGINEER will make visits to the site and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.
- 27-2 The CONTRACTOR will be held strictly to the intent of the CONTRACT DOCUMENTS in regard to the quality of materials, workmanship and execution of the WORK. Inspections may be made at the factory or fabrication plant of the source of material supply.
- 27-3 The ENGINEER will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

- 27-4 The ENGINEER shall promptly make decisions relative to interpretation of the CONTRACT DOCUMENTS.

#### **28. Land & Right-of-Way**

- 28-1 Prior to issuance of NOTICE TO PROCEED, the OWNER shall obtain all land and rights-of-way necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually agreed.
- 28-2 The OWNER shall provide to the CONTRACTOR information which delineates and describes the lands owned and right-of-ways acquired.
- 28-3 The CONTRACTOR shall provide at his own expense and without liability to the OWNER any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or for storage of materials.

#### **29. Guaranty**

- 29-1 The CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defect including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event the CONTRACTOR should fail to make such repairs, adjustments, or other WORK that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance BOND shall remain in full force and effect through the guarantee period.

#### **30. Arbitration**

- 30-1 All claims, disputes and other matters in question arising out of, or relating to, the CONTRACT DOCUMENTS or the breach thereof, except for claims which have been waived by the making and acceptance of final payment as provided by Section 20, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law.
- 30-2 The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.
- 30-3 Notice of the demand for arbitration shall be filed in writing with the other party to the CONTRACT DOCUMENTS and with the American Arbitration Association, and a copy shall be filed with the ENGINEER. Demand for arbitration shall in no event be made on any claim, dispute or other matter in question which would be barred by the applicable statute of limitations.
- 30-4 The CONTRACTOR will carry on the WORK and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed in writing.

### **31. Taxes**

- 31-1 The CONTRACTOR will pay all sales, consumer, use and other similar taxes required by the law of the place where the WORK is performed.

## **SPECIAL PROVISIONS - SECTION 100**

These Special Provisions supplement and modify the "Uniform Standard Specifications for Public Works' Construction Offsite Improvements, Clark County Area, Nevada 1986 Edition, and any later Revisions" (USSPWC, 1986). All of the requirements and provisions of said Standard Specifications shall apply except where modified by the plans and these Special Provisions.

### **100.01 Description**

The project includes, but is not limited to, asphalt milling, pulverizing, grading and asphalt replacement on Arterial, Collector & Residential Streets within the City of Mesquite, Nevada and Clark County, Nevada.

### **100.02 Reference Specifications and Drawings**

The "Uniform Standard Specifications for Public Works' Construction Off-site Improvements, Clark County Area, Nevada, 1986 Edition", and the Virgin Valley Water District Design Standards and Specifications for Water Works Construction, including the **latest revisions** constitute the Standard Specifications for this project, are an integral part of the Contract, and are hereby incorporated therein by reference. All requirements and provisions of said specifications shall be adhered to in the performance of this Contract, except where otherwise provided herein or otherwise shown on the Contract Drawings, and are herein referred to as the "Standard Specifications".

Likewise, the "Uniform Standard Drawings for Public Works Construction Off-site Improvements, Clark County Area, Nevada 1988 Edition," including the latest revisions, constitute the Standard Drawings for this Project. Said Standard Drawings shall be adhered to in the performance of this Contract, except where otherwise provided herein or otherwise shown on the Contract Drawings, and are herein referred to as the "Standard Drawings".

Copies of the above referenced "Standard Specifications" and Standard Drawings" are available from the Regional Transportation Commission of Clark County, 600 S. Grand Central Parkway, Suite 350 Las Vegas, NV 89106 and phone number being (702) 676-1500; and the Virgin Valley Water District, 500 Riverside Road, Mesquite, Nevada 89027 and phone number being (702) 346-5731.

As provided in Section 107.07 of these specifications, all barricading and temporary traffic control signing for the Project shall be in accordance with the "Nevada Work Zone Traffic Control Manual", current edition.

The "Manual of Uniform Traffic Control Devices" is also an integral part of this Contract and is hereby incorporated therein by reference. Copies are available for reference at the Office of the Engineer, or may be obtained from the U.S. Government Printing Office, Washington, D.C., 20402.

### **100.03 Contractor's Utilities**

In accordance with Section 210 of the "Standard Specifications", the Contractor shall furnish all water and facilities necessary for the construction under the Contract at his own expense. The Contractor shall provide his own telephone and all electric power required in performance of

the work under the Contract and shall pay all installation charges and monthly bills in connection therewith.

The Contractor shall be responsible for providing and maintaining the following temporary provisions if required by the Engineer:

- 1) Temporary toilet, which shall be located as directed and maintained in sanitary condition, for the use of workers.
- 2) Temporary water supply, including lines, valves, hose and similar equipment for construction purposes.
- 3) Temporary light and power, including wiring, lamps, and connections as required for the completion of the work.
- 4) Temporary heat, as needed during cold wet weather for the purpose of protecting and drying construction and materials.

#### **100.04 Contract Time**

The successful bidder shall have the number of consecutive calendar days shown on the Bid Schedule form Notice to Proceed, in which to complete the project. In the event that the Contractor fails to complete the project in the specified time period, liquidated damages in the amount of \$500.00 per calendar day shall be assessed to the Contractor until the project is complete.

## **SECTION 105 – CONTROL OF WORK**

### **105.02 Plans and Working Drawings**

The following paragraphs are added to this subsection:

The Owner will furnish to the Contractor, without charge, three (3) sets of specifications together with three (3) sets of drawings. Additional quantities of specifications and drawings will be furnished at the cost of reproduction.

The drawings do not show the location of all buried or above ground utilities in the immediate vicinity of the work. The Contractor shall be responsible for the location, protection and restoration of all utilities, including service connections encountered during completion of the Project work.

### **105.06 Cooperation with Utilities**

This subsection is changed to read as follows:

Existing utility locations shown on the plans are for reference only. The location and protection of existing utilities shown or not shown is the responsibility of the Contractor.

Where underground main distribution conduits, such as water, gas, sewer, electric power, telephone or cable television, are shown on the plans, the Contractor, for the purpose of preparing his bid, shall assume that every property parcel will be served by a service connection for each type of utility. At least two (2) working days before entering on the work, the Contractor shall notify all the utility companies to mark or otherwise indicate the approximate location of their subsurface facilities including, but not limited to, structures, main conduits, and service connections.

It shall be the Contractor's responsibility to determine the location and depth of all utilities, including service connections for which approximate locations have been marked by the respective utility company and which he believes may affect or be affected by his operations. If no pay item is provided in the Contract for this work, full compensation for such work shall be considered as included in the price bid for other items of work.

The Contractor shall not interrupt the service function or disturb the supporting base of any utilities without authority from the owner or an order from the Contracting Agency.

Where protection is required to ensure support of utilities, the Contractor shall, unless otherwise provided, furnish and place the necessary protection at his expense. The Contractor shall notify the Engineer prior to beginning such work. During the performance of Contract Work, the utility company of any utility affected by the work shall have the right to enter, when necessary, upon any portion of the work for the purpose of maintaining service and of making changes in, or repairs to, said utility.

When placing concrete around or contiguous to any utility installation, the Contractor, at his own expense, shall:

- 1) Furnish and install a two-inch cushion of expansion joint material or other similar resilient material; or
- 2) Provide a sleeve or other opening which will result in two – inch minimum clear annular space between the concrete and the utility; or
- 3) Provide other acceptable means to prevent embedment in, or bonding to, the concrete.

The standards of the affected utility company shall prevail. Where concrete is used for backfilling or for structures which would result in embedment or partial embedment of a metallic utility installation, or where the coating, bedding or other cathodic protection system is exposed or damaged by the Contractor's operations or as may be required by the work, the contractor shall notify the Engineer and arrange to secure the advice of the affected utility owner regarding the procedures required to maintain or restore the integrity of the system.

Unless otherwise specified, the Contractor shall remove all interfering portions of utilities shown on the plans or indicated in the bid documents as "abandoned" or "to be abandoned in place". Before starting removal operations, the Contractor shall ascertain from the Contracting Agency whether the abandonment is complete and the costs involved in the removal and disposal shall be absorbed in the bid for the items of work necessitating such removals.

When feasible, the owners responsible for utilities within the area affected by the work shall complete their necessary installations, relocations, repairs or replacements before commencement of work by the Contractor. When the Special Provisions or plans indicate that a utility installation is to be relocated, altered or constructed by others, the Contracting Agency will conduct all negotiations with the owners and the work will be done at no cost to the Contractor.

A utility company installing a new line is responsible for relocation of other utility company facilities if the new line conflicts with existing locations.

When the plans or specifications provide for the Contractor to alter, relocate or reconstruct a utility, all cost for such work shall be included in the bid for the items of work necessitating such work. Temporary or permanent relocation or alteration of utilities requested by the Contractor for his own convenience shall be his responsibility and he shall make all arrangements and bear all costs.

The utility company will relocate service connections as necessary within the limits of the work or within temporary construction or slope easement unless otherwise specified.

When directed by the Engineer, the Contractor shall arrange for the relocation of service connections as necessary between the meter and property line or between a meter and the limits of temporary construction or slope easements. The relocation of such service connections will be paid for in accordance with provisions and subsection 109.03. Payment will include the restoration of all existing improvements which may be affected thereby. The Contractor may, for his own convenience or to expedite the work, agree with any utility company to disconnect and reconnect interfering service connections. The Contracting Agency will not be involved in any such agreement.

The Contractor shall notify the Engineer of his construction schedule insofar as it affects the protection, removal or relocation of utilities. Said notifications shall be in writing and shall be included as part of the construction schedule required by subsection 108.03. He shall notify the Engineer in writing of any subsequent changes in his construction schedule which will affect the time available for protection, removal or relocation of utilities.

The Contractor shall not be assessed liquidated damages for failure to complete the work on time to the extent that such delay was caused by failure of the owner or agency having jurisdiction over the utility or service connection to authorize or otherwise provide for its removal, relocation, protection, support, repair, maintenance or replacement.

The Contractor shall immediately notify the Engineer and the Utility owner if he disturbs any utility or if any utility requires relocation.

When necessary, the Contractor shall so conduct his operations as to permit access to the work site and provide time for utility work to be accomplished during the progress of the Contract Work.

#### **105.08 Construction Stakes, line and Grades**

The Contractor shall notify the Engineer at least seven (7) days before starting work in order that the Engineer may take necessary measures to ensure the preservation of survey monuments, bench marks, property line and corner survey markers. The Contractor shall not disturb permanent survey monuments or bench marks without the consent of the Engineer, and shall bear the expense of replacing any that are disturbed. Replacement shall be done only by the Engineer. When a change is made in the finished elevation of the pavement of any roadway in which a permanent survey monument is located, the Contractor shall adjust the monument cover to the new grade unless otherwise specified.

The Contractor shall preserve property line and corner survey markers except where their destruction is determined by the Engineer to be unavoidable. Markers that are disturbed or destroyed by the Contractor's operation will be replaced by the Engineer and the cost for such replacement will be deducted from any money due, or which may become due, the Contractor under this Contract.

The Engineer will provide both horizontal and vertical control points and all survey work for adequate construction. The contractor shall notify the Engineer at least two (2) working days before he will require survey services.

The Contractor shall be responsible for preserving the horizontal and vertical survey control established by the Engineer. If any survey control established by the Engineer is lost or disturbed and needs to be reset, such resetting shall be done by the Engineer at the Contractor's expense.

The Engineer, at his discretion, will periodically perform survey work to verify conformance to the construction plans. Any nonconformity found to be the fault of the Contractor will be corrected at the Contractor's expense.

## **SECTION 106 – CONTROL OF MATERIALS**

**This Subsection is changed to read as follows:**

### **106.01 Source of Supply and Quality Requirements**

The Contractor shall furnish all materials required to complete the work, except materials that are designated in the Special Provisions to be furnished by the Contracting Agency as specified in Subsection 106.11 "Contracting Agency Furnished Materials". Quality acceptance testing and inspection shall be conducted by the engineer.

No materials or supplies under this contract shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage, conditional sale contract or other security interest, or other agreement by which an interest is retained by the seller. The successful bidder warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims or encumbrances.

Only materials conforming to the requirements of the specifications shall be incorporated in the work except as provided in Subsection 105.03.

The materials furnished and used shall be new, except as may be provided elsewhere in these specifications, on the plans or in the Special Provisions. The materials shall be manufactured, handled, and used in a workman like manner to ensure completed work in accordance with the plans and specifications.

The Contractor shall furnish the Engineer a list of his sources of materials. The list shall be submitted to the Engineer prior to any official "Notice to Proceed" and in sufficient time to permit proper inspecting and testing of materials to be furnished from other sources.

The Contractor shall furnish without charge such samples as may be required. Inspection and tests will be made by the Owners qualified representative, but it is understood that such inspections and test, if made at any point other than the point of incorporation in the work, in no way shall be considered as a guarantee of acceptance of such materials nor of continued acceptance of material presumed to be similar to that upon which inspections and tests have been made.

Manufacturer's warranties, guarantees, instruction sheets, and parts lists, which are furnished with certain articles or materials incorporated in the work, shall be delivered to the Engineer before acceptance of the complete contract.

Reports and records of inspections made and tests performed by the Owners representative shall be delivered first to the Engineer, second to the Owner and third to the Contractor.

## **SECTION 107 – TRAFFIC AND ACCESS**

### **107.07 Traffic and Access**

The Contractor shall comply with all requirements contained in Section 624 and 625 of the Standard Specifications and with the supplemental requirements contained herein.

The Contractor, as required by the Engineer, shall provide and station competent flagmen whose sole duties shall consist of directing the movement of public traffic either through or around the work.

When necessary or required for the convenience of the public or individual residents at street crossings, alleys or at private driveways, the contractor shall provide suitable temporary bridges over unfilled excavation, except in such cases as the Contractor shall secure permission from the Engineer to omit such temporary bridges. All such bridges shall be maintained in service until all requirements of the specifications governing work prior to backfilling have been fully complied with. Temporary bridges for street crossings shall conform to the requirements of the authority having jurisdiction in each case and the Contractor shall adopt designs furnished by said authority for such bridges or shall submit designs for approval by the authority as may be required.

When the Contractor's construction operations encroach upon a sidewalk, walkway or crosswalk area, the Contractor shall take special precautions to protect the pedestrians' safety including provisions to separate pedestrian traffic from the work area.

The Contractor shall not shut off the water supply to a hydrant nor in anyway prevent access to a fire hydrant until he has secured permission to do so from the proper authorities.

Pipe stockpiled along pipeline alignments shall be within 1,000 feet of the Contractor's laying operations. Pipe strung within street right-of-way which is to remain one night or more shall be protected by barricades spaced at intervals not exceeding fifty (50) feet.

The Contractor is required to post with the Contracting Agent all information relative to the subcontractor for barricade control, including name of firm, address of firm, telephone number of firm, name of responsible agent for the Project and a twenty-four hour number for emergency response.

## **SECTION 108 – PROSECUTION AND PROGRESS**

### **108.03 Prosecution and Progress**

Dust control and traffic control will be maintained 24 hours a day through the duration of the project.

The Contractor shall prepare and submit to the Engineer for approval a progress schedule showing the order in which the Contractor proposes to carry out the work within the Contract time and showing the beginning times and completion times for the several major items of work contained in the Contract. The progress schedule shall be in the form of an arrow network or other similar schedule developed under a critical path method. The diagram shall be supplemented by an activity listing used in its preparation and shall outline, in sufficient detail, the proposed operations, the interrelations of the various operations, and the order of performance so that the progress of the work can be evaluated accurately at any time during the performance of the Contract. The schedule shall be submitted to the Engineer seven (7) days in advance of the date set for the pre-construction conference so that the schedule may be reviewed prior to said conference.

Upon the request of the Engineer, the Contractor shall submit supplementary progress schedules in the form required by the Engineer. Such supplemental schedules may be required if significant time deviation from the original schedule is noted by the Engineer or as deemed necessary by the Engineer. The Contractor shall indicate on the supplemental schedule any revised operation sequence, changes in equipment, labor forces or working shifts or other pertinent factors by which time lost will be made up to allow Contract completion within the working days set forth in these Special Provisions.

The submitting of a progress schedule satisfactory to the Owner shall be considered as a necessary portion of the work. Therefore, partial payments as set forth under subsection 109.06 of the Standard Specifications and these Special Provisions will not be forthcoming until the requirement for satisfactory progress schedule has been complied with.

Approval of any schedule submitted by the Contractor shall not be construed to assign responsibility of performance or contingencies to the Owner or relieve the contractor of his responsibility to adjust his forces, equipment, and / or work schedule as may be necessary to ensure completion of the work within the prescribed Contract time.

# TECHNICAL SPECIFICATIONS

## Specification References:

All applicable portions of the Uniform Standard Specifications for Public Works Construction, Off-site Improvements, Clark County Area, Nevada latest edition (USSPWC) and latest revisions; and Uniform Standard Drawings for Public Works Construction 1988 Edition (USDPWC) and the Virgin Valley Water District Design Standards and Specifications for Water Works Construction and latest revisions. Specific section numbers referenced in the following Specifications are contained within the above noted Standard Specifications and Drawings.

## Bid Item Specifications

### **Bid Item 1: Mobilization and Demobilization**

Work covered under this specification covers the requirements for mobilization of all equipment, man power and associated items necessary to construct the project. Also under this item are all costs for demobilization all equipment man power, etc. when the project is complete.

**Measurement and Payment:** The mobilization and demobilization process will be measured as a lump sum item. Payment will be made as follows:

- 50% of contract lump sum price bid when contractor has mobilized necessary equipment, man power and materials and has initiated work.
- 50% upon completion of project.

Payment shall be full compensation for all costs associated with the mobilization /demobilization process.

### **Bid Item 2: Materials Testing**

Work covered under this specification covers the requirements for furnishing all required materials testing necessary to complete the project. The contractor shall provide all required testing for compaction, trench excavation and backfill, asphalt, concrete, type II, etc. in accordance with Clark County Standard Specifications. Copies of the test results shall be submitted to the engineer for approval. The contractor is responsible for ensuring that all tests meet the required minimums prior to continuing work.

**Measurement and Payment:** Materials testing for the project shall be measured as a lump sum item. Payment shall be made at the contract price bid in accordance with the percent of project complete. Payment shall be full compensation for all labor, materials and equipment necessary to complete the testing requirements.

### **Bid Item 3: Removal and Disposal of Existing Asphalt and Compacting Subgrade**

Work covered under this specification includes, but is not limited to, removal and disposal of all asphalt, obstructions, re-grading and compacting subgrade required for construction of new improvements as defined in the specifications.

The Contractor shall roto-mill and dispose of the top 2" of existing asphalt and / or base as shown on exhibit 1 and the top 3" of the existing asphalt and / or base as shown on exhibit 2 in order to allow for the new pavement. The Contractor shall include in this bid item all costs for transporting and stockpiling the milled material from the job site shown on Exhibits I and II to the millings placement area as shown on Exhibit III. The millings placement area is located on the east side of the Mesquite Municipal Airport existing runway. **The contractor shall notify the City of Mesquite Public Works Department a minimum of 72 hours prior to placement of material at the airport.** The Contractor shall verify the precise laydown area of the millings with the City of Mesquite Public Works Department prior to placement.

Note contractor shall take all measures to protect existing curb, gutter and sidewalk at stockpile location. It is the responsibility of the contractor to remove and replace any damaged structures during the stockpiling process. All roto-milled material shall comply to 2" minus gradation requirement.

**Measurement and Payment:** The removal of asphalt and obstructions shall be measured by the square foot. Payment shall be made at the contract square foot price bid and shall be full payment for all labor, material and equipment required to remove existing asphalt, and other obstructions as noted in the specifications.

**Bid Item 4:     **Raise / Lower Existing H2O Valves to Grade with Concrete Collar****

Work under this specification consists of raising / lowering existing H2O valve boxes that fall in the paved road surface, as shown on the plans and as directed by the Engineer. The H2O valve boxes shall be excavated. The existing concrete collars shall be removed and the valve boxes shall be lowered below finish sub-grade prior to placement of the new asphalt surface. After the roadway surface is completed, the H2O valve boxes shall be excavated and brought to finish grade with a standard concrete collar as shown on standard drawing No. 7.0 in the Virgin Valley Water District Design Standards and Specifications for Water Works Construction.

**Measurement and Payment:** The raising / lowering of existing H2O valve boxes shall be measured as a unit item, per each. Payment shall be made at the unit price bid per each H2O valve boxes raised / lowered and brought to grade and accepted by the Engineer and shall be full compensation for all labor, excavation, backfilling, materials supplied necessary to install the concrete collar and complete the work.

**Bid Item 5:     **Raise / Lower Existing Manholes to Grade with Concrete Collar****

Work under this specification consists of raising / lowering existing manholes that fall in the paved road surface, as shown on the plans and as directed by the Engineer. The manholes shall be excavated, the existing collars shall be removed and the manhole, ring, and covers shall be lowered below finish sub-grade prior to placement of the new asphalt surface. After the roadway surface is completed, the manholes shall be excavated and brought to finish grade with a standard concrete collar as shown in the plans and standard drawings.

**Measurement and Payment:** The raising / lowering of existing sewer manholes shall be measured as a unit item, per each. Payment shall be made at the unit price bid per each manhole raised

/ lowered and brought to grade and accepted by the Engineer, and shall be full compensation for all labor, excavation, backfilling, and materials supplied necessary to complete the work.

**Bid Item 6: Pavement Striping, Preformed Pavement Markings, Fire Hydrant Markers and Signs**

Work covered under this specification shall be in accordance with the plans and standard specifications (reference section 628) or as directed by the engineer. This item consists of furnishing all the equipment, labor, materials and supervision necessary for painting traffic lanes, preformed thermoplastic pavement markings, guide lines, curbs, hydrant markers, crosswalks and other designated markings as they were existing before construction, and in accordance with the contract plans and specifications. All necessary temporary pavement markings and signs must be approved by the owner and/or engineer and maintained throughout construction for the safe control of traffic through and around the construction site.

The contractor shall remove by wet sand blasting (or by other approved method) all existing or temporary traffic markings and lines that may confuse the public when temporary detour striping or markings are no longer required and shall be removed prior to painting the new traffic stripes or markings.

Installation and location of all signs shall be in accordance with the Uniform Traffic Control Manual and the Standard Plans and Specifications or as directed by the engineer.

**Material:**

- A) Paint for traffic striping and curb marking shall conform to the applicable requirements of section 714.03.05 and 714.03.06.
- B) Pavement Markings shall be Preformed Thermoplastic Pavement Markings and shall conform to the following:
  - 1. Composition. The thermoplastic material shall conform to AASHTO M249 with the exception of the relevant differences due to the material being preformed, and the following specifications. The preformed thermoplastic pavement markings shall consist of the homogeneous mixture of resins, fillers, pigment, and glass beads. The resin shall be the alkyd type thermoplastic composed of the modified ester rosin.  
  
The infrared spectra of the extracted resin will be compared to the characteristic absorption bands of the maleic modified glycerol ester of rosin.
  - 2. Glass Beads. The markings shall contain a minimum of 30% glass spheres which shall conform to AASHTO M247, Type I, except that glass spheres shall have a minimum of 70% true spheres on each sieve and 80% true spheres overall.
  - 3. Reflectivity Retention. The glass beads shall be homogeneously blended throughout the material with a securely bonded protruding exposed layer of beads that provide immediate retro reflectivity. No additional glass

beads shall be needed to be dropped on the material during application to obtain the necessary retro reflectivity.

4. Retroreflectivity. The preformed markings shall upon allocation exhibit uniform adequate nighttime retroreflectivity. At 86° 30' incidence angle and 1° 30' divergence angle, the markings shall have average minimum intensities of 300 millicandelas for white and 170 millicandelas for yellow as measured with an approved retroreflectometer listed in the Subsection 632.02.05 of the QPL.

5. Color Characteristics. The thermoplastic material without glass beads shall meet the following:

White: Daylight reflectance at 45°/0° of 75% minimum.

Yellow: Daylight reflectance at 45°/0° of 45% minimum.

The daylight reflectance shall not change significantly when the preformed thermoplastic is properly applied to the roadway surface.

The color pigments shall be selected and blended to provide a marking film which is white or yellow conforming to standard highway colors through the expected life of the film. The yellow color shall conform to Federal Test Standard No. 595B, Color No. 13538 or 13655.

6. Skid Resistance. The surface of the preformed thermoplastic markings shall provide a minimum resistance value of 45 BPN when tested according to ASTM E303.
7. Thickness. The supplied material shall have a minimum thickness of 3.15 mm (0.125 in.)
8. Tensile Strength. The preformed thermoplastic film shall have a minimum tensile strength of 1,030 kpa (150 psi) of cross section, at 3.15 mm (0.125 in.) thickness, when tested according to ASTM D638 except that a sample 150 mm x 25 mm (6 in. x 1 in.) shall be tested at a temperature between 21 °C and 27 °C (70 °F and 80 °F) using a jaw speed of 250 mm and 300 mm (10 in. to 12 in.) per minute.
9. Flexibility. The preformed thermoplastic marking material shall have flexibility at 10 °C (50 °F) such that when a 25 mm x 150 mm (1 in. x 6 in.) sample is bent through an arc of 90° at a uniform rate in 10 seconds (9° per second) over a 25 mm (1 in.) mandrel, no cracking occurs in the test sample. The sample must be conditioned prior to testing at 10 ± 1 °C (50 ± 2 °F) for a minimum of 4 hours. At least two specimens tested must meet the flexibility requirements at 10 °C (50 °F) for a passing result.

10. Environmental Resistance. The applied markings shall be resistant to deterioration due to exposure to sunlight, water, oil, diesel fuel, gasoline, pavement oil content, salt, and adverse weather conditions.
11. Effective Performance Life. When properly applied the pavement markings shall be neat and durable. The markings shall remain reflective and show no fading, lifting, shrinkage, tearing, roll back or other signs of poor adhesion.
12. Oil/Grease Resistant Testing. The thermoplastic material shall not dissolve or smear after rubbing a small amount of motor oil on a small piece of preformed thermoplastic for 2 minutes.
13. Bond Strength. The material shall exhibit a bond strength to a Portland cement concrete of a minimum of 1.24 MPa (180 psi) when tested at  $23 \pm 3$  °C ( $73 \pm 6$  °F) according to ASTM D4796.
14. Packaging. The preformed thermoplastic marking materials, for use as transverse or longitudinal markings as well as legends, arrows, and symbols shall be available in rolls. The material shall be packaged in suitable cartons clearly labeled for ease of identifying the contents. The batch or lot number(s) of the material, and month and year the material is packaged shall be stenciled or embossed on the container or included on the label. The preformed thermoplastic material shall be suitable for use for one year after receipt when stored according with the manufacturer's recommendations.
15. Handling. The preformed thermoplastic markings shall not be brittle and must be sufficiently cohesive and flexible at temperatures exceeding 10 °C (50 °F) for one person to carry without danger of fracturing the material before installation.
16. Durability. The preformed thermoplastic pavement markings shall be capable of conforming to pavement contours, breaks, and faults through the action of traffic at normal pavement temperatures. The markings shall have resealing characteristics such that it is capable of fusing with itself and previously applied thermoplastic when heated with a propane-type torch.

**Measurement and Payment:** The street signing, regulatory signing, paint striping, fire hydrant markers and preformed pavement markings shall be measured as a lump sum item upon completion and acceptance by the engineer. Payment will be made at the contract lump sum price bid and shall be full compensation for furnishing all of the labor, material and equipment necessary to render the signing / striping system complete.

**Bid Item 7:     **Furnish Traffic Control Signs, Barricades and Flagging Services****

Work covered under this specification consists of furnishing all of the labor, installation of materials and equipment necessary to provide traffic control during construction.

The Contractor shall maintain commercial and residential access at all times unless otherwise approved by the Engineer. Flaggers shall be provided when interference with normal traffic flow is expected and/or to provide safe residential movement within the construction zone.

The contractor shall submit a traffic control plan to the City of Mesquite Public Works Department for review and approval prior to any work.

This project will follow design as per Latest Edition of specifications for Manual Uniform Traffic Control Devices (MUTCD).

Installation and location of all signs and barricades shall be in accordance with the MUTCD and the Standard Plans and Specifications or as directed by the Engineer. A traffic control plan shall be provided and submitted to the Engineer for approval prior to any construction.

**Measurement and Payment:** The traffic control, signs, barricades, and flagging services shall be measured as a lump sum item upon completion and acceptance by the Engineer. Payment will be made at the contract lump sum price bid and shall be full compensation for furnishing all of the labor, material and equipment necessary to furnish the traffic control signs, barricades, and flagging services.

**Bid Item 8:      **Furnish and Install 2" Bituminous Plantmix Pavement with Fog Seal****

Work covered under this specification shall be in accordance with all applicable sections of the Standard Specifications including Sections 401 through 408. Work under this bid item will be limited to the residential roadways as shown in Exhibit 1.

Before starting the work, the Contractor shall submit a proposed job-mix formula in writing to the Engineer. The proposed job-mix formula shall be approved by Clark County and the Engineer as required in the Standard Specifications for traffic category I. The following materials and application rates shall be used to meet the requirements for the Bituminous Plantmix Pavement Construction:

- 1) The bituminous material shall be per approved job mix formula.
- 2) The asphalt cement shall be AC-30, per section 703.
- 3) The prime coat shall be MC-70 Liquid Asphalt, applied per section 406. (not required)
- 4) The fog seal shall be SS-1h or CSS-1h applied per section 407.
- 5) The bituminous mixture shall not be placed, unless approved by the Engineer if the base surface temperature is within 10° F of Table 1, section 401.03.05.

**Measurement and Payment:** The quantity of Bituminous Plantmix Pavement shall be measured as a unit price per square foot. Payment shall be made at the contract unit price bid per square foot adjusted by applicable reductions, and shall be full compensation for all labor, material and equipment required to bring the Bituminous Plantmix surface to grade, including Fog Seal.

**Bid Item 9:      **Furnish and Install 3" Bituminous Plantmix Pavement (PG76-22) with Fog Seal****

Work covered under this specification shall be in accordance with all applicable sections of the Standard Specifications including Sections 401 through 408. Work under this bid item shall follow the limits as shown in Exhibit 2.

Before starting the work, the Contractor shall submit a proposed job-mix formula in writing to the Engineer. The proposed job-mix formula shall be approved by Clark County and the Engineer as required in the Standard Specifications for traffic category I. The following materials and application rates shall be used to meet the requirements for the Bituminous Plantmix Pavement Construction:

- 1) The bituminous material shall be per approved job mix formula.
- 2) The asphalt cement shall be PG76-22, per section 703.
- 3) The prime coat shall be MC-70 Liquid Asphalt, applied per section 406. (not required)
- 4) The fog seal shall be SS-1h or CSS-1h applied per section 407.
- 5) The bituminous mixture shall not be placed, unless approved by the Engineer if the base surface temperature is within 10° F of Table 1, section 401.03.05.

**Measurement and Payment:** The quantity of Bituminous Plantmix Pavement shall be measured as a unit price per square foot. Payment shall be made at the contract unit price bid per square foot adjusted by applicable reductions, and shall be full compensation for all labor, material and equipment required to bring the Bituminous Plantmix surface to grade, including Fog Seal.

**Bid Item 10:    Furnish and Install 3" Bituminous Plantmix Pavement (AC-30) with Fog Seal**

Work covered under this specification shall be in accordance with all applicable sections of the Standard Specifications including Sections 401 through 408. Work under this bid item shall follow the limits as shown in Exhibit 2.

Before starting the work, the Contractor shall submit a proposed job-mix formula in writing to the Engineer. The proposed job-mix formula shall be approved by Clark County and the Engineer as required in the Standard Specifications for traffic category I. The following materials and application rates shall be used to meet the requirements for the Bituminous Plantmix Pavement Construction:

- 1) The bituminous material shall be per approved job mix formula.
- 2) The asphalt cement shall be AC-30, per section 703.
- 3) The prime coat shall be MC-70 Liquid Asphalt, applied per section 406. (not required)
- 4) The fog seal shall be SS-1h or CSS-1h applied per section 407.
- 5) The bituminous mixture shall not be placed, unless approved by the Engineer if the base surface temperature is within 10° F of Table 1, section 401.03.05.

**Measurement and Payment:** The quantity of Bituminous Plantmix Pavement shall be measured as a unit price per square foot. Payment shall be made at the contract unit price bid per square foot adjusted by applicable reductions, and shall be full compensation for all labor, material and equipment required to bring the Bituminous Plantmix surface to grade, including Fog Seal.

## **RESTORATION OF SURFACE IMPROVEMENTS**

Unless otherwise shown on the drawings or specified, it shall be the Contractor's responsibility to restore to their original condition all roadways, irrigation ditches, canals, culverts, gates, fences, drainage ditches, landscaping and all such improvements which are cut or disturbed during construction.

All pavement and road shoulder surface repair in State, County or City right-of-ways shall be done in accordance with the Standard Specifications and Drawings. The Contractor is also required to comply with any restrictions imposed by the Agency governing the right-of-way.

**Payment:** No payment will be made for restoration of surface improvements, including pavement restoration in State, County or City right-of-ways.

All costs in connection with the work involved in the restoration of surface improvements will be considered to be included in the unit price bid for the items for the construction of the Project, which restoration of surface improvements is incidental or appurtenant.

## **INCIDENTAL WORK**

Work which is shown on the plans but not covered under a specific bid item shall be considered incidental to other items of work. No separate payment will be made for incidental work.

## **PREVAILING WAGE RATES**

This project has been determined to be a prevailing wage project. Therefore prevailing wage rates as determined by the State Labor Commission will be required on this project. The latest and most current prevailing wage rates can be found at [labor.nv.gov/uploadfiles/labornvgov/content/prevailingwage/clark.pdf](http://labor.nv.gov/uploadfiles/labornvgov/content/prevailingwage/clark.pdf)

## **APPENDIX A**

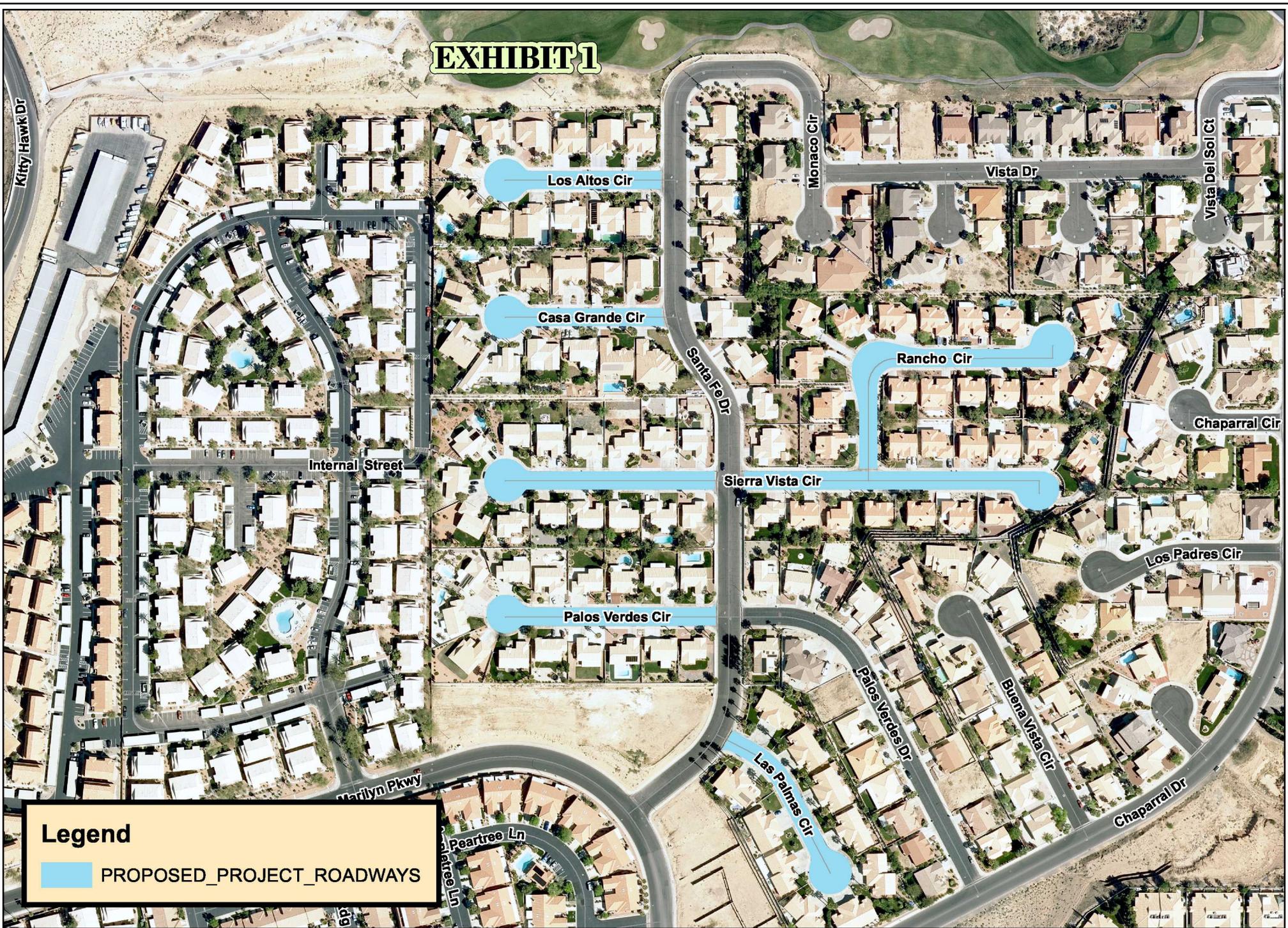
### **“EXHIBITS”**

Exhibit 1 – Los Altos Cir, Casa Grande Cir, Sierra Vista Cir, Palos Verdes Cir, Las Palmas Cir, and Rancho Cir.

Exhibit 2 – Mesa Boulevard

Exhibit 3 – Millings Placement Map

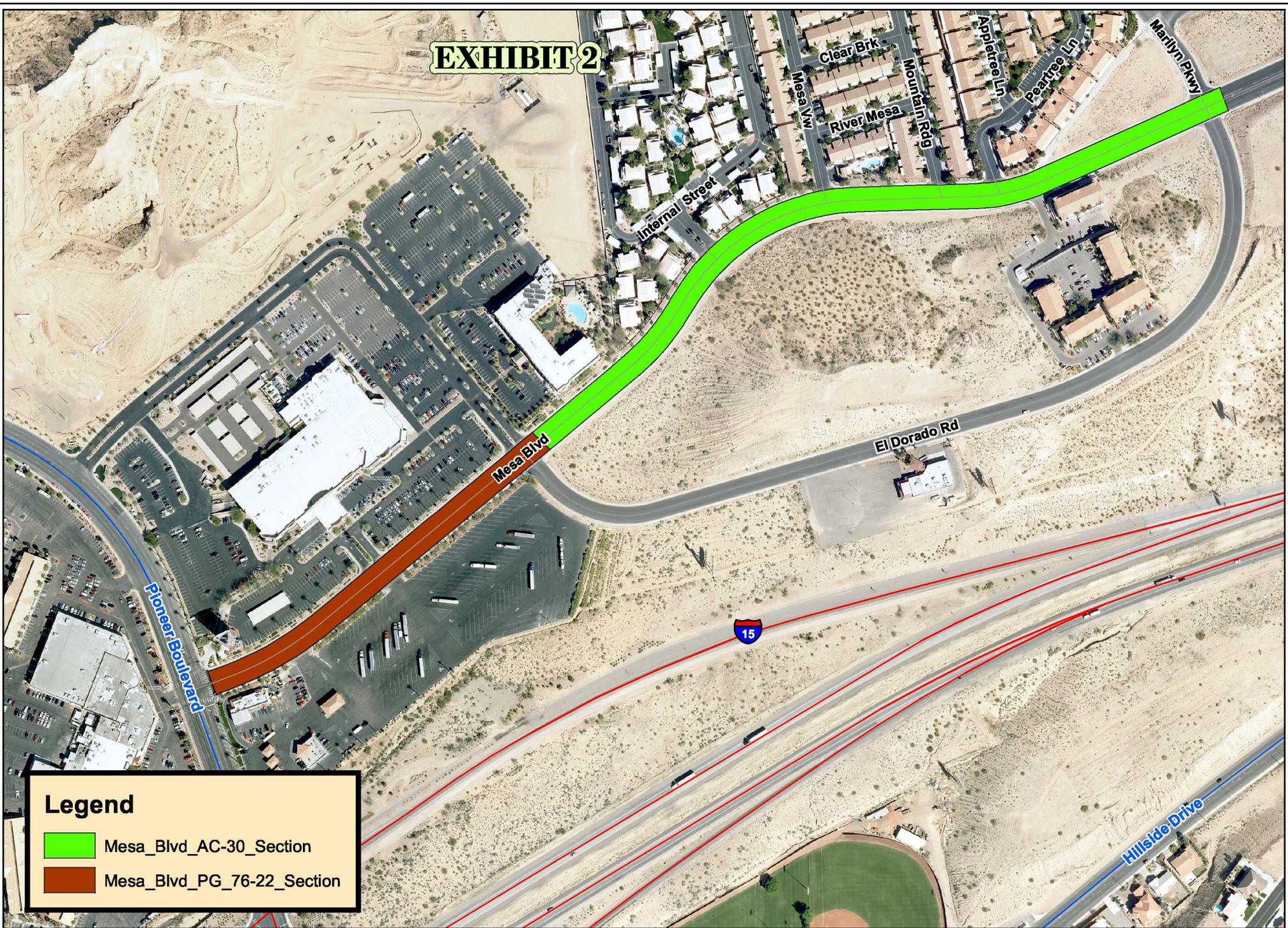
# EXHIBIT 1



## Legend

 PROPOSED\_PROJECT\_ROADWAYS

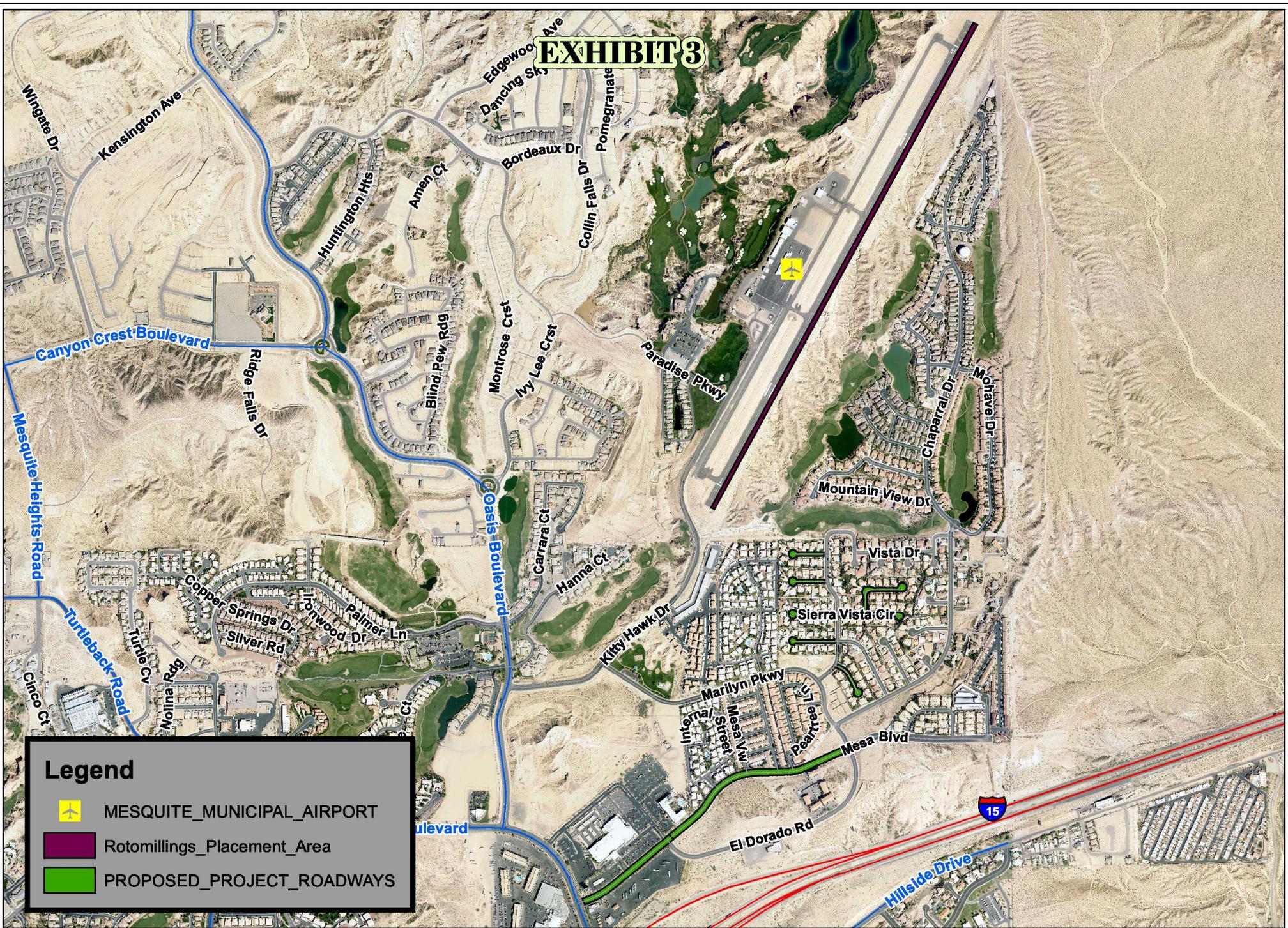
# EXHIBIT 2



**Legend**

- Mesa\_Bldv\_AC-30\_Section
- Mesa\_Bldv\_PG\_76-22\_Section

# EXHIBIT 3



**Legend**

-  MESQUITE\_MUNICIPAL\_AIRPORT
-  Rotomillings\_Placement\_Area
-  PROPOSED\_PROJECT\_ROADWAYS



EXHIBIT 3 - MILLINGS PLACEMENT MAP



# EXHIBIT 1



## Legend

 PROPOSED\_PROJECT\_ROADWAYS

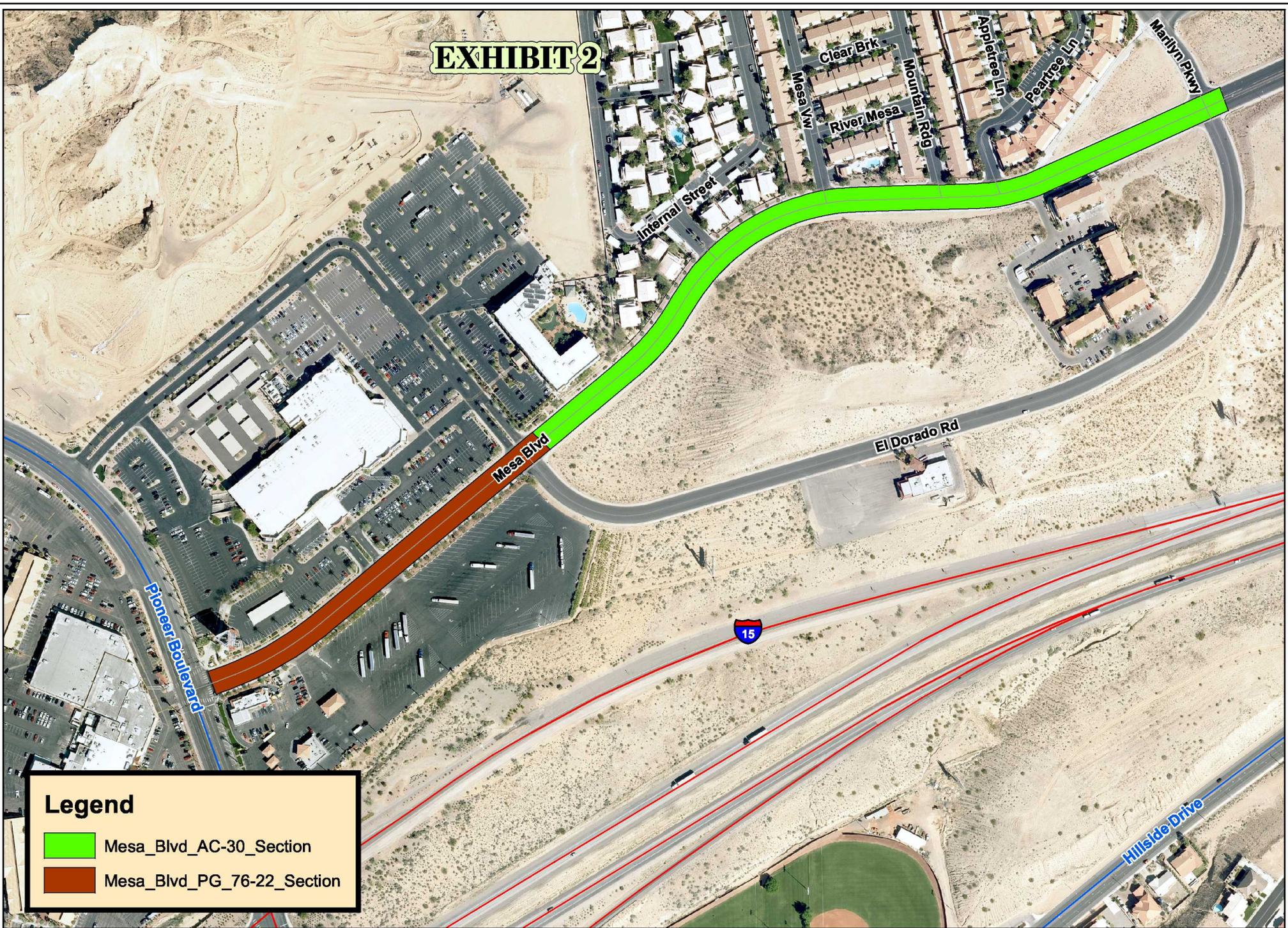


City of Mesquite GIS  
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EXHIBIT 1 - (Los Altos Cir., Casa Grande Cir., Sierra Vista Cir., Palos Verdes Cir., Las Palmas Cir., and Rancho Cir.)



# EXHIBIT 2



**Legend**

- Mesa\_Bldv\_AC-30\_Section
- Mesa\_Bldv\_PG\_76-22\_Section

# EXHIBIT 3



**Legend**

-  MESQUITE\_MUNICIPAL\_AIRPORT
-  Rotomillings\_Placement\_Area
-  PROPOSED\_PROJECT\_ROADWAYS



EXHIBIT 3 - MILLINGS PLACEMENT MAP



## ADVERTISEMENT FOR BID

Labor Commission Project Identifying Number: **CL-2016-204**

Notice is hereby given that the City of Mesquite will receive sealed bids for construction of **2016 Mesquite Phase I Street Reconstruction Project**. The project includes, but is not limited to, Asphalt Milling, Grading, Pulverizing and Asphalt Replacement on the following streets: Los Altos Circle, Casa Grande Circle, East Sierra Vista Circle, West Sierra Vista Circle, Palos Verdes Circle, Las Palmas Circle, and Rancho Circle located within Mesquite, Clark County, Nevada. The CONTRACT DOCUMENTS may be obtained from the City of Mesquite Public Works Department at 10 E. Mesquite Boulevard, Mesquite, NV 89027 upon payment of **\$25.00 per set, or \$10.00 per set of Electronic Plans, NO part of which is refundable.**

BIDS will be received at the office of the City Clerk; 10 E. Mesquite Boulevard, Mesquite NV 89027 until **10:00 am** local time on **June 28, 2016** and will be publicly opened and read aloud at that time. Bids must be on the proposal form provided and must be accompanied by a bid security in the amount of five percent of the bid. In addition per NRS 338.147 and NRS 338.1389, any contractor wishing to receive "preferential bidder status" must submit a Nevada State Contractor's Board Certificate of Eligibility for Preferential Bidder Status. Said certificate must be attached to, and submitted with the bid. All bids must be submitted in a sealed envelope plainly marked **2016 Mesquite Phase I Street Reconstruction Project** to the Attention of: Mesquite City Clerk.

The City of Mesquite reserves the right to reject any and all bids or waive any informalities or minor defects. Award will be made on the basis of the lowest responsible bidder, unit price, and conformance to specifications, bidder's qualifications and bid judged to be in the best interest of the owner, each factor being considered.

BID NAME: Mesquite Phase I Street Reconstruction Project - 2016

DUE DATE: 7/20/16  
CLOSING TIME: 10:00 a.m.

	<u>DATE / TIME RECEIVED</u>	<u>COMPANY NAME</u>	<u>RECEIVED BY</u>
1	07-20-16A09:31 RCVD	Las Vegas Paving	MR
2	07-20-16A09:32 RCVD	Aggregate Industries	GM
3	07-20-16A09:35 RCVD	J.J. Enterprises	GM
4	07-20-16A09:37 RCVD	Staker Parson Companies	GM
5	07-20-16A09:45 RCVD	ACE Engineering, Inc.	GM
6			
7			
8			
9			
10			

**City Of Mesquite**  
**Mesquite Phase I Street Reconstruction Project - 2016**

Bid Opening Sign In Sheet  
 Wednesday, July 20, 2016 @10:00 a.m.

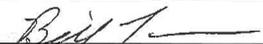
	Contractor /Representative	Company	Email Address	Contact No	Would you like an Abstract Emailed
1	MARK PIER	JANDJ ENTERPRISES	MARK@JANDJASPHOTO.COM	702-361-2914	<input checked="" type="radio"/> Y/N
2	JESS MCBRIDE	AGGREGATE INDUSTRIES	JESS@AGGREGATE-IND.com	702-275-5953	<input checked="" type="radio"/> Y/N
3	Chris Ives	LOS VEGAS PAVING	CHRIS.IVES@LVPAVING.COM	702-251-5800	<input checked="" type="radio"/> Y/N
4	MARK CARTER	STAKER PAVEN COMPANIES	M.CARTER@WESTERNROADS.COM	475-668-2110	<input checked="" type="radio"/> Y/N
5	Zack May	Acc Engineering Inc	ZAC.M@ACCENGINEERINGINC.COM	702-643-5462	<input checked="" type="radio"/> Y/N
6					Y/N
7					Y/N
8					Y/N
9					Y/N
10					Y/N
11					Y/N
12					Y/N
13					Y/N
14					Y/N
15					Y/N
16					Y/N



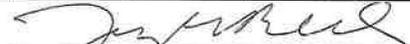
Date: 07/20/16  
Time: 10:00 am

Mesquite Phase I Street Reconstruction Project - 2016  
Check Off List/Bid Tabulation

	Contractors	Bid Proposal Signed	Bid Schedules	Subcontractor/ Material Supplier Listing 5%	Subcontractor/ Material Supplier Listing 1% within 2 hours	Bid Bond	Bid Preference Certificate	Affidavit of Compliance with Assembly Bill 144	Addendum No 1 Acknowledgement	Bid Amount
1	Las Vegas Paving	X	X	X	X	X	X	X	X	\$ 669,000.00
2	Aggregate Industries	X	X	X	X	X	X	X	X	\$ 794,605.00
3	J+J ENTERPRISES	X	X	X	X	X	X	X	X	\$ 1,430,460.00
4	STAKER PARSONS	X	X	X	X	X	<del>X</del>	<del>X</del>	X	\$ 609,083.20
5	ACE ENGINEERING	X	X	X	X	X	X	X	X	\$ 841,661.78
6										
7										
8										
9										
10										
11										
12										

  
Bill Tanner, City Public Works Director

  
Travis Anderson, City Engineer

  
Tracy Beck, City Clerk



## City Council Regular Agenda Item 6.

---

### **Subject:**

Presentation by the Bureau of Land Management regarding recent BLM activities in the Gold Butte area and other matters properly related thereto.

- Public Comment
- Discussion and Possible Action.

---

### **Petitioner:**

Aaron Baker, City Liaison Officer

---

### **Staff Recommendation:**

Receive the Presentation.

---

### **Fiscal Impact:**

None

---

### **Budgeted Item:**

No

---

### **Background:**

Recently, the Bureau of Land Management has been hosting community meetings and presenting about recent activities in Gold Butte. The purpose of this presentation is to allow BLM personnel to update the City Council regarding Gold Butte.

---

### **Attachments:**

None



August 09, 2016



## City Council Regular Agenda Item 7.

---

### **Subject:**

Presentation of updates for the City of Mesquite Emergency Operation Plan.

- Presentation
- Public Comment
- Discussion and Possible Action

---

### **Petitioner:**

Chief Kash Christopher

---

### **Staff Recommendation:**

Receive the presentation.

---

### **Fiscal Impact:**

None

---

### **Budgeted Item:**

No

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### **Background:**

None

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### **Attachments:**

City of Mesquite, Nevada Comprehensive Emergency Management Plan (CEMP)



August 09, 2016

**CITY OF MESQUITE, NEVADA**  
**COMPREHENSIVE EMERGENCY MANAGEMENT PLAN (CEMP)**



**JULY 2016**

**APPROVAL & IMPLEMENTATION**

**PROMULGATION  
MESQUITE, NEVADA EMERGENCY OPERATIONS PLAN  
(BASIC SECTION)**

Residents of Mesquite, Nevada face the threat of disasters and emergencies. Recognizing this threat, government at all levels has a continuing responsibility for the health, safety and general welfare of its citizens.

Normal day-to-day procedures usually are not sufficient for effective disaster response, as extraordinary emergency measures have to be implemented quickly if loss of life and property is to be kept to a minimum. Emergency procedures and actions to cope with the possibility of a disaster occurrence are addressed in the City Emergency Operations Plan (Basic Section).

In order for the Mesquite's Emergency Management System to reach and maintain the goals desired it will be necessary that each department/agency perform the following functions:

- Develop procedures for the protection of personnel, equipment, supplies and critical public records from the effects of disasters.
- Develop procedures to ensure the continuity of essential services that may be needed during and after disasters.
- Attend emergency management related training and exercises.
- Establish policy and develop Standard Operating Procedures to carry out the provisions of the Mesquite Emergency Operations Plan (Basic Section).
- Identify subject matter experts.
- Carry out those assignments addressed in the Mesquite Emergency Operations Plan (Basic Section).

The Mesquite Office of Emergency Management shall be responsible for the coordination for the preparation and continuous updating of the Mesquite Emergency Operations Plan (Basic Section) and will ensure that this plan is consistent with similar federal, state, and regional plans.

This plan is effective July 1, 2016

\_\_\_\_\_  
Allan Litman, Mayor

\_\_\_\_\_  
Attest: Tracy Beck, City Clerk

\_\_\_\_\_  
Signature Line

\_\_\_\_\_  
Signature Line

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**CITY OF MESQUITE COMPREHENSIVE EMERGENCY MANAGEMENT PLAN (CEMP)**

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**SIGNED CONCURRENCE BY PRINCIPAL DEPARTMENTS**

The \_\_\_\_\_ (Department / Agency) have incorporated NIMS for  
Emergency Management and Response Operations.

Signed \_\_\_\_\_  
(Name) (Title)

---

---

The \_\_\_\_\_ (Department / Agency) have incorporated NIMS for  
Emergency Management and Response Operations.

Signed \_\_\_\_\_  
(Name) (Title)

---

---

The \_\_\_\_\_ (Department / Agency) have incorporated NIMS for  
Emergency Management and Response Operations.

Signed \_\_\_\_\_  
(Name) (Title)

---

---

The \_\_\_\_\_ (Department / Agency) have incorporated NIMS for  
Emergency Management and Response Operations.

Signed \_\_\_\_\_  
(Name) (Title)

---

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**CITY OF MESQUITE COMPREHENSIVE EMERGENCY MANAGEMENT PLAN (CEMP)**

The \_\_\_\_\_ (Department / Agency) have incorporated NIMS for  
Emergency Management and Response Operations.

Signed \_\_\_\_\_  
(Name) (Title)

---

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The \_\_\_\_\_ (Department / Agency) have incorporated NIMS for  
Emergency Management and Response Operations.

Signed \_\_\_\_\_  
(Name) (Title)

---

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The \_\_\_\_\_ (Department / Agency) have incorporated NIMS for  
Emergency Management and Response Operations.

Signed \_\_\_\_\_  
(Name) (Title)

---

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The \_\_\_\_\_ (Department / Agency) have incorporated NIMS for  
Emergency Management and Response Operations.

Signed \_\_\_\_\_  
(Name) (Title)

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## I. AUTHORITY

### A. Federal

1. Robert T. Stafford Disaster Relief & Emergency Assistance Act, (as amended), 42 U.S.C. 5121
2. Emergency Planning and Community Right-to-Know Act, 42 USC Chapter 116
3. Emergency Management and Assistance, 44 CFR
4. Hazardous Waste Operations & Emergency Response, 29 CFR 1910.120
5. Homeland Security Act of 2002
6. Homeland Security Presidential Directive. *HSPD-5*, Management of Domestic Incidents
7. Homeland Security Presidential Directive, *HSPD-3*, Homeland Security Advisory System
8. National Incident Management System
9. National Response Framework
10. National Strategy for Homeland Security, October 2007
11. Nuclear/Radiological Incident Annex of the National Response Plan

### B. State

1. Nevada Revised Statute, Chapter 414 (Emergency Management)
2. Nevada Revised Statute, Chapter 239C (Homeland Security)
3. Nevada Revised Statute, Chapter 433 (State of Emergency)
4. Nevada Revised Statute, 277.080 – 277.180 (Inter-local Cooperation Act)
5. Nevada Revised Statute, Chapter 415 (Emergency Management Assistance Compact)
6. State of Nevada Comprehensive Emergency Management Plan
7. State of Nevada Hazardous Materials Response Plan

### C. Local

1. CITY OF MESQUITE EMERGENCY MANAGEMENT ORDINANCE. (ORD. 353, 5-1-2007, EFF. 5-24-2007)
2. COMPREHENSIVE EMERGENCY MANAGEMENT PLAN (Basic Section)
3. CLARK COUNTY HAZARDOUS MATERIALS RESPONSE PLAN

## II. PURPOSE

This Basic Plan outlines our approach to emergency operations. It provides general guidance for emergency management activities and an overview of our methods of mitigation, preparedness, response, and recovery. The plan describes our emergency response organization and assigns responsibilities for various emergency tasks. This plan is intended to provide a framework for more specific functional annexes that describe in more detail that does what, when, and how. This plan applies to all local officials, departments, and agencies. The primary audience for the document includes our chief elected official and other elected officials, the emergency management staff, department and agency heads and

their senior staff members, leaders of local volunteer organizations that support emergency operations, and others who may participate in our mitigation, preparedness, response, and recovery efforts.

### III. EXPLANATION OF TERMS

#### A. Acronyms

AAR	After Action Report
ARC	American Red Cross
CFR	Code of Federal Regulations
DHS	Department of Homeland Security
EM	Emergency Management
EOC	Emergency Operations or Operating Center
FBI	Federal Bureau of Investigation
FEMA	Federal Emergency Management Agency
Hazmat	Hazardous Material
HSPD-5	Homeland Security Presidential Directive 5
ICP	Incident Command Post
ICS	Incident Command System
IP	Improvement Plan
JFO	Joint Field Office
JIC	Joint Information Center
MACS	Multi-Agency Coordination System
NIMS	National Incident Management System
NRF	National Response Plan
OSHA	Occupational Safety & Health Administration
PIO	Public Information Officer
SOPs	Standard Operating Procedures
SEOC	State Emergency Operations Center
TSA	The Salvation Army

#### B. Definitions

1. **Area Command (Unified Area Command).** An organization established (1) to oversee the management of multiple incidents that are each being managed by an ICS organization or (2) to oversee the management of large or multiple incidents to which several Incident Management Teams have been assigned. Sets overall strategy and priorities, allocates critical resources according to priorities, ensures that incidents are properly managed, and ensures that objectives are met and strategies followed. Area Command becomes Unified Area Command when incidents are multijurisdictional.
2. **Emergency Operations Center (EOC).** Specially equipped facilities from which government officials exercise direction and control and coordinate requested resources to support the Incident Commander and manage areas outside the emergency scene. The EOC also provides ongoing consequence assessment.

3. **Public Information.** Information that is disseminated to the public via the news media before, during, and/or after an emergency or disaster.
4. **Emergency Situations.** As used in this plan, this term is intended to describe a *range* of occurrences, from a minor incident to a catastrophic disaster. It includes the following:
  - a. **Incident.** An incident is a situation that is limited in scope and potential effects. Characteristics of an incident include:
    - 1) Involves a limited area and/or limited population.
    - 2) Evacuation or in-place sheltering is typically limited to the immediate area of the incident.
    - 3) Warning and public instructions are provided in the immediate area, not community-wide.
    - 4) One or two local response agencies or departments acting under an incident commander normally handle incidents. Requests for resource support are normally handled through agency and/or departmental channels.
    - 5) May require limited external assistance from other local response agencies or contractors.
    - 6) For the purposes of the NRF, incidents include the full range of occurrences that require an emergency response to protect life or property.
  - b. **Emergency.** An emergency is a situation that is larger in scope and more severe in terms of actual or potential effects than an incident. Characteristics include:
    - 1) Involves a large area, significant population, or important facilities.
    - 2) May require implementation of large-scale evacuation or in-place sheltering and implementation of temporary shelter and mass care operations.
    - 3) May require community-wide warning and public instructions.
    - 4) Requires a sizable multi-agency response operating under an incident commander.
    - 5) May require some external assistance from other local response agencies, contractors, and limited assistance from state or federal agencies.
    - 6) The EOC will be activated to provide general guidance and direction, coordinate external support, and provide resource support for the incident.
    - 7) For the purposes of the NRF, an emergency (as defined by the Stafford Act) is “any occasion or instance for which, in the determination of the President, Federal assistance is needed to supplement State and local efforts and capabilities to save lives and to protect property and public health and safety, or to lessen or avert the threat of catastrophe in any part of the United States.”
  - c. **Disaster.** A disaster involves the occurrence or threat of significant casualties and/or widespread property damage that is beyond the capability of the local government to handle with its organic resources. Characteristics include:

- 1) Involves a large area, a sizable population, and/or important facilities.
  - 2) May require implementation of large-scale evacuation or in-place sheltering and implementation of temporary shelter and mass care operations.
  - 3) Requires community-wide warning and public instructions.
  - 4) Requires a response by all local response agencies operating under one or more incident commanders.
  - 5) Requires significant external assistance from other local response agencies, contractors, and extensive state or federal assistance.
  - 6) The EOC will be activated to provide general guidance and direction, provide emergency information to the public, coordinate state and federal support, and coordinate resource support for emergency operations.
  - 7) For the purposes of the NRF, a *major disaster* (as defined by the Stafford Act) is any catastrophe, regardless of the cause, which in the determination of the President causes damage of sufficient severity and magnitude to warrant major disaster federal assistance.
- d. **Catastrophic Incident.** For the purposes of the NRF, this term is used to describe any natural or manmade occurrence that results in extraordinary levels of mass casualties, property damage, or disruptions that severely affect the population, infrastructure, environment, economy, national morale, and/or government functions. An occurrence of this magnitude would result in sustained national impacts over prolonged periods of time, and would immediately overwhelm local and state capabilities. All catastrophic incidents are *Incidents of National Significance*.
6. **Hazard Analysis.** A document, published separately from this plan that identifies the local hazards that have caused or possess the potential to adversely affect public health and safety, public or private property, or the environment.
  7. **Hazardous Material (Hazmat).** A substance in a quantity or form posing an unreasonable risk to health, safety, and/or property when manufactured, stored, or transported. The substance, by its nature, containment, and reactivity, has the capability for inflicting harm during an accidental occurrence. Is toxic, corrosive, flammable, reactive, an irritant, or a strong sensitizer, and poses a threat to health and the environment when improperly managed. Includes toxic substances, certain infectious agents, radiological materials, and other related materials such as oil, used oil, petroleum products, and industrial solid waste substances.
  8. **Incident of National Significance.** An actual or potential high-impact event that requires a coordinated and effective response by and appropriate combination of federal, state, local, tribal, nongovernmental, and/or private sector entities in order to save lives and minimize damage, and provide the basis for long-term communication recovery and mitigation activities.

9. **Inter-local agreements.** Arrangements between governments or organizations, either public or private, for reciprocal aid and assistance during emergency situations where the resources of a single jurisdiction or organization are insufficient or inappropriate for the tasks that must be performed to control the situation. Commonly referred to as mutual aid agreements.
10. **Multi-Agency Coordination System.** (MACS) Coordinate and support emergency management and incident response Objectives through the development and use of integrated multi-agency coordination systems, i.e. - develop and maintain connectivity capability between local Incident Command Posts (ICP), local 911 Centers, local Emergency Operations Centers (EOCs) and other organizational elements. For the purpose of this plan EOC are MACS since there is only one EOC within the county.
11. **Stafford Act.** The Robert T. Stafford Disaster Relief and Emergency Assistance Act authorizes federal agencies to undertake special measures designed to assist the efforts of states in expediting the rendering of aid, assistance, emergency services, and reconstruction and rehabilitation of areas devastated by disaster.
12. **Standard Operating Procedures.** Approved methods for accomplishing a task or set of tasks. SOPs are typically prepared at the department or agency level. May also be referred to as Standard Operating Guidelines (SOGs).

## IV. SITUATION AND ASSUMPTIONS

### A. Situation

Mesquite is exposed to many hazards, all of which have the potential for disrupting the community, causing casualties, and damaging or destroying public or private property. A summary of our major hazards is provided in Figure 1.

Figure 1

HAZARD SUMMARY

Hazard Type:	Likelihood of Occurrence* (See below)	Estimated Impact on Public Health & Safety		Estimated Impact on Property	
		Limited Major	Moderate	Limited Major	Moderate
<i>Natural</i>					
Drought	LIKELY	LIMITED		MODERATE	
Earthquake	LIKELY	MAJOR		MAJOR	
Flash Flooding	LIKELY	MODERATE		MAJOR	
Flooding	LIKELY	MODERATE		MAJOR	
Subsidence					
Tornado	UNLIKELY	MAJOR		MAJOR	
Wildfire	HIGHLY LIKELY	MAJOR		MAJOR	
Windstorm: Dust Event	LIKELY	MODERATE		MODERATE	
Winter Storm	UNLIKELY	MODERATE		MODERATE	
Volcanic Eruption	UNLIKELY	MAJOR		MAJOR	
<i>Technological</i>					
Bridge Failure	LIKELY	MAJOR		LIMITED	
Dam Failure	UNLIKELY	HIGH		HIGH	
Energy/Fuel Shortage	LIKELY	MODERATE		LIMITED	
Hazmat/Oil Spill (fixed site)	LIKELY	MAJOR		LIMITED	
Hazmat/Oil-Spill (transport)	LIKELY	MAJOR		LIMITED	
Electrical Power Outage	LIKELY	MAJOR		MODERATE	
Major Structural Fire	LIKELY	MODERATE		MODERATE	
Radiological Incident	UNLIKELY	MODERATE		LIMITED	
Water System Failure	UNLIKELY	MODERATE		LIMITED	
Telephone Failure	UNLIKELY	MAJOR		LIMITED	
<i>Security</i>					
Active Shooter	OCCASIONAL	MAJOR		LIMITED	
Bomb Threat	OCCASIONAL	MODERATE		LIMITED	
Civil Disorder	UNLIKELY	MAJOR		MAJOR	
Enemy Military Attack	UNLIKELY	MAJOR		MAJOR	
Terrorism	UNLIKELY	MAJOR		MAJOR	
* <b>Likelihood of Occurrence:</b> Unlikely, Occasional, Likely, or Highly Likely					
** <i>THE OVER-ARCHING CONCEPT OF EMERGENCY RESPONSE CALLS FOR THE NIMS-PREScribed USE OF ICS FOR ALL-HAZARD RESPONSE.</i>					

**B. Assumptions**

1. Mesquite will continue to be exposed to and subject to the impact of those hazards described above and as well as lesser hazards and others that may develop in the future.

2. It is possible for a major disaster to occur at any time and at any place. In many cases, dissemination of warning to the public and implementation of increased readiness measures may be possible. However, some emergency situations occur with little or no warning.
3. Outside assistance will be available in most emergency situations affecting Mesquite. It takes time to summon external assistance, it is essential for us to be prepared to carry out the initial emergency response on an independent basis.
4. Proper mitigation actions, such as floodplain management, and fire inspections, can prevent or reduce disaster-related losses. Detailed emergency planning, training of emergency responders and other personnel, and conducting periodic emergency drills and exercises can improve our readiness to deal with emergency situations.

## V. CONCEPT OF OPERATIONS

### A. Objectives

The objectives of our emergency management program are to protect public health and safety and preserve public and private property.

### B. General

1. It is our responsibility to protect public health and safety and preserve property from the effects of hazardous events. We have the primary role in identifying and mitigating hazards, preparing for and responding to, and managing the recovery from emergency situations that affect our community.
2. It is impossible for government to do everything that is required to protect the lives and property of our population. Our citizens have the responsibility to prepare themselves and their families to cope with emergency situations and manage their affairs and property in ways that will aid the government in managing emergencies. We will assist our citizens in carrying out these responsibilities by providing public information and instructions prior to and during emergency situations.
3. Local government is responsible for organizing, training, and equipping local emergency responders and emergency management personnel, providing appropriate emergency facilities, providing suitable warning and communications systems, and for contracting for emergency services. The state and federal governments offer programs that provide some assistance with portions of these responsibilities.
4. To achieve our objectives, we have organized an emergency management program that is both integrated (employs the resources of government, organized volunteer groups, and businesses)

and comprehensive (addresses mitigation, preparedness, response, and recovery). This plan is one element of our preparedness activities.

5. This plan is based on an all-hazard approach to emergency planning. It addresses general functions that may need to be performed during any emergency situation and is not a collection of plans for specific types of incidents. For example, the warning annex addresses techniques that can be used to warn the public during any emergency situation, whatever the cause.
6. Departments and agencies tasked in this plan are expected to develop and keep current standard operating procedures that describe how emergency tasks will be performed. Departments and agencies are charged with ensuring the training and equipment necessary for an appropriate response are in place.
7. This plan is based upon the concept that the emergency functions that must be performed by many departments or agencies generally parallel some of their normal day-to-day functions. To the extent possible, the same personnel and material resources used for day-to-day activities will be employed during emergency situations. Because personnel and equipment resources are limited, some routine functions that do not contribute directly to the emergency may be suspended for the duration of an emergency. The personnel, equipment, and supplies that would normally be required for those functions will be redirected to accomplish emergency tasks.
8. We have adopted the National Incident Management System (NIMS) in accordance with the President's Homeland Security Directive (HSPD)-5. Our adoption of NIMS will provide a consistent *all-hazards incident response* approach to the effective management of situations involving natural or man-made disasters, or terrorism. NIMS allows us to integrate our response activities using a set of standardized organizational structures designed to improve interoperability between all levels of government, private sector, and nongovernmental organizations.
9. This plan, in accordance with the National Response Framework (NRF), is an integral part of the national effort to prevent, and reduce America's vulnerability to terrorism, major disasters, and other emergencies, minimize the damage and recover from attacks, major disasters, and other emergencies that occur. In the event of an Incident of National Significance, as defined in HSPD-5, we will integrate all operations with all levels of government, private sector, and nongovernmental organizations through the use of NRF coordinating structures, processes, and protocols.

### **C. Operational Guidance**

We will employ the six components of the NIMS in all operations, which will provide a standardized framework that facilitates our operations in all phases of emergency management. Attachment 7 provides further details on the NIMS.

**1. Initial Response**

- a. Our emergency responders are likely to be the first on the scene of an emergency situation. They will normally take charge and remain in charge of the incident until it is resolved or others who have legal authority to do so assume responsibility. They will seek guidance and direction from our local officials and seek technical assistance from state and federal agencies and industry where appropriate.

**2. Implementation of ICS**

- a. The first local emergency responder to arrive at the scene of an emergency situation will implement the incident command system and serve as the incident commander until relieved by a more senior or more qualified individual. The incident commander will establish an incident command post (ICP) and provide an assessment of the situation to local officials, identify response resources required, and direct the on-scene response from the ICP.
- b. For some types of emergency situations, a specific incident scene may not exist in the initial response phase and the EOC may accomplish initial response actions, such as mobilizing personnel and equipment and issuing precautionary warning to the public. As the potential threat becomes clearer and a specific impact site or sites identified, an incident command post may be established, and direction and control of the response transitioned to the Incident Commander.

**3. Source and Use of Resources**

- a. We will use our own resources, all of which meet the requirements for resource management in accordance with the NIMS, to respond to emergency situations, purchasing supplies and equipment if necessary, and request assistance if our resources are insufficient or inappropriate. If additional resources are required, we will:
  - 1) Summon those resources available to us pursuant to inter-local and mutual aid agreements. See Attachment 6 to this plan, which summarizes the inter-local and mutual aid agreements and identifies the officials authorized to request those resources.
  - 2) Summon emergency service resources that we have contracted for. See Attachment 6.
  - 3) Request assistance from volunteer groups active in disasters
  - 4) Request assistance from industry or individuals who have resources needed to deal with the emergency situation.

- b. When external agencies respond to an emergency situation within our jurisdiction, we expect them to conform to the guidance and direction provided by our incident commander, which will be in accordance with the NIMS.

#### **D. Incident Command System (ICS)**

We intend to employ ICS, an integral part of the NIMS, in managing emergencies. ICS is both a strategy and a set of organizational arrangements for directing and controlling field operations *for all-hazards response*. It is designed to effectively integrate resources from different agencies into a temporary emergency organization at an incident site that can expand and contract with the magnitude of the incident and resources on hand. A summary of ICS is provided in Attachment 7.

1. The incident commander is responsible for carrying out the ICS function of command -- managing the incident. The four other major management activities that form the basis of ICS are operations, planning, logistics, and finance/administration. For small-scale incidents, the incident commander and one or two individuals may perform all of these functions. For larger incidents, a number of individuals from different departments or agencies may be assigned to separate staff sections charged with those functions.
2. An incident commander using response resources from one or two departments or agencies can handle the majority of emergency situations. Departments or agencies participating in this type of incident response will normally obtain support through their own department or agency.
3. In emergency situations where other jurisdictions or the state or federal government are providing significant response resources or technical assistance, it is generally desirable to transition from the normal ICS structure to a Unified or Area Command structure. This arrangement helps to ensure that all participating agencies are involved in developing objectives and strategies to deal with the emergency. Attachment 7 provides additional information on Unified and Area Commands.
4. Use of ICS for Preplanned Events. Mesquite departments / agencies are encouraged to use NIMS-prescribed ICS for major or complex preplanned events or functions. Examples of these type events include parades, complex or large group meetings, parties etc. The ICS functions of Management, Operations, Planning, Logistics and Finance all come to play during planning for these type functions and will assist the event organizers in planning for and managing the function. It is also recommended that records of the use of ICS be developed and maintained to depict the training realized through this process.

#### **E. ICS - EOC Interface**

1. For major emergencies and disasters, the Emergency Operations Center (EOC) will be activated. When the EOC is activated, it is essential to establish a division of responsibilities between the

incident command post and the EOC. A general division of responsibilities is outlined below. It is essential that a precise division of responsibilities be determined for specific emergency operations.

2. The incident commander is generally responsible for field operations, including:
  - a. Isolating the scene.
  - b. Directing and controlling the on-scene response to the emergency situation and managing the emergency resources committed there.
  - c. Warning the population in the area of the incident and providing emergency instructions to them.
  - d. Determining and implementing protective measures (evacuation or in-place sheltering) for the population in the immediate area of the incident and for emergency responders at the scene.
  - e. Implementing traffic control arrangements in and around the incident scene.
  - f. Requesting additional resources from the EOC.
3. The EOC is generally responsible for:
  - a. Providing resource support for the incident command operations.
  - b. Issuing community-wide warning.
  - c. Issuing instructions and providing information to the general public.
  - d. Organizing and implementing large-scale evacuation.
  - e. Organizing and implementing shelter and mass arrangements for evacuees.
  - f. Coordinating traffic control for large-scale evacuations.
  - g. Requesting assistance from the State and other external sources.
  - h. Determine resource allocation as appropriate.
4. In some large-scale emergencies or disasters, emergency operations with different objectives may be conducted at geographically separated scenes. In such situations, more than one incident command operation may be established. If this situation occurs, a transition to an Area Command or a Unified Area Command is desirable, and the allocation of resources to specific field operations will be coordinated through the EOC.
5. MACS should be used to coordinate and support emergency management and incident response Objectives through the development and use of integrated multi-agency coordination systems (i.e. - develop and maintain connectivity capability between local Incident Command Posts (ICP), local 911 Centers, local Emergency Operations Centers (EOCs) and other organizational

elements). For the purpose of this plan EOC incorporates MACS since there is only one EOC within the county; Mesquite encourages the use of the Multi-Agency Coordination System (MACS). Staff training will be provided to EOC and field responders on an annual basis to facilitate an understanding of NIMS, ICS and MACS concepts. These concepts should be practiced during Table Top, Functional and Full Scale Exercises and utilized during preplanned events (recurring/special), incident specific hazards, no-notice events and specific events. MACS is applicable to the following primary functions:

- a. Situation assessment
- b. Critical resource acquisition and allocation
- c. Tribal/local, state/territory, and Federal disaster support
- d. Coordination with elected and appointed officials
- e. Coordination of summary information
- f. Incident priority determination
- g. Other functions that tribal/local MACS provide

## **F. County, State, Federal & Other Assistance**

### **1. County, State & Federal Assistance**

- a. If local resources are inadequate to deal with an emergency situation, we will request assistance from Clark County Office of Emergency Management. County assistance furnished to local governments is intended to supplement local resources and not substitute for such resources, including mutual aid resources, equipment purchases or leases, or resources covered by emergency service contracts. As noted previously, cities must request assistance from their county before requesting state assistance.
- b. Requests for state assistance should be made to the State Emergency Operations Center operated by the Nevada Division of Emergency Management. See Appendix 3 to Annex M, Resource Management, for a form that can be used to request state assistance. In essence, state emergency assistance to local governments begins at after the Board of County Commissioners or in their absence the County Manager, or in his/her absence the Emergency Management Coordinator declares a State of Emergency. A request for state assistance may be made by telephone, fax, or teletype. The State EOC has the authority to utilize all state resources within the state to respond to a request for assistance.

### **2. Other Assistance**

- a. If resources required to control an emergency situation are not available within the State, the Governor may request assistance from other states pursuant to a number of interstate compacts or from the federal government through the Federal Emergency Management Agency (FEMA).

- a. For major emergencies and disasters for which a Presidential declaration has been issued, federal agencies may be mobilized to provide assistance to states and local governments. The National Response Framework
- b. (NRF) describes the policies, planning assumptions, concept of operations, and responsibilities of designated federal agencies for various response and recovery functions. The Nuclear/Radiological Incident Annex of the NRF addresses the federal response to major incidents involving radioactive materials.
- c. FEMA has the primary responsibility for coordinating federal disaster assistance. No direct federal disaster assistance is authorized prior to a Presidential emergency or disaster declaration, but FEMA has limited authority to stage initial response resources near the disaster site and activate command and control structures prior to a declaration and the Department of Defense has the authority to commit its resources to save lives prior to an emergency or disaster declaration. See Annex J, Recovery, for additional information on the assistance that may be available during disaster recovery.
- d. The NRF applies to Stafford and non-Stafford Act incidents and is designed to accommodate not only actual incidents, but also the threat of incidents. Therefore, NRF implementation is possible under a greater range of incidents.

#### **G. Emergency Authorities**

1. Key federal, state, and local legal authorities pertaining to emergency management are listed in Section I of this plan.
2. Evacuations: The Governor has authority to order mandatory evacuations. County officials may request voluntary evacuations.
3. Declaration of Emergency/Disaster:
  - a. **Clark County Code 3.04.060 – Emergency Powers.** A declaration of an emergency or a disaster must be made whenever it is deemed necessary by:
    - 1) County Manager
    - 2) Resolution of the board of county commissioners
    - 3) Governor of the State of Nevada
  - b. A declaration of an emergency or a disaster may be suspended or revoked by the person or body that declared it or by the Board in any event.

#### **H. Actions by Phases of Emergency Management**

1. This plan addresses emergency actions that are conducted during all four phases of emergency management.

**a. Mitigation**

We will conduct mitigation activities as an integral part of our emergency management program. Mitigation is intended to eliminate hazards, reduce the probability of hazards causing an emergency situation, or lessen the consequences of unavoidable hazards. Mitigation should be a pre-disaster activity, although mitigation may also occur in the aftermath of an emergency situation with the intent of avoiding repetition of the situation. Our mitigation program is outlined in Annex P, Mitigation.

**b. Preparedness**

We will conduct preparedness activities to develop the response capabilities needed in the event an emergency. Among the preparedness activities included in our emergency management program are:

- 1) Providing emergency equipment and facilities.
- 2) Emergency planning, including maintaining this plan, its annexes, and appropriate SOPs.
- 3) Conducting or arranging appropriate training for emergency responders, emergency management personnel, other local officials, and volunteer groups who assist us during emergencies.
- 4) Conducting periodic drills and exercises to test our plans and training.

**c. Response**

We will respond to emergency situations effectively and efficiently. The focus of most of this plan and its annexes is on planning for the response to emergencies. Response operations are intended to resolve an emergency situation while minimizing casualties and property damage. Response activities include warning, emergency medical services, firefighting, law enforcement operations, evacuation, shelter and mass care, emergency public information, search and rescue, as well as other associated functions.

**d. Recovery**

If a disaster occurs, we will carry out a recovery program that involves both short-term and long-term efforts. Short-term operations seek to restore vital services to the community and provide for the basic needs of the public. Long-term recovery focuses on restoring the community to its normal state. The federal government, pursuant to the Stafford Act, provides the vast majority of disaster recovery assistance. The recovery process includes assistance to individuals, businesses, and to government and other public institutions.

Examples of recovery programs include temporary housing, restoration of government services, debris removal, restoration of utilities, disaster mental health services, and reconstruction of damaged roads and bridges. Our recovery program is outlined in Annex J, Recovery.

**VI. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES**

**A. Organization**

**1. General**

Most departments and agencies of local government have emergency functions in addition to their normal day-to-day duties. During emergency situations, our normal organizational arrangements are modified to facilitate emergency operations. Our governmental organization for emergencies includes a policy group, emergency services, and support services. Attachment 3 depicts our emergency organization.

**2. Policy Group**

The Policy Group provides guidance and direction for emergency management programs and for emergency response and recovery operations. The Policy Group includes:

County Only Event	City Only Event	City & County Event
Board of County Commissioners County Manager District Attorney Emergency Manager	City Council Mayor City Manager City Attorney	Board of County Commissioners County Manager District Attorney Mayor City Council City Manager City Attorney

**3. Emergency Services**

Emergency Services include the Incident Commander and those departments, agencies, and groups with primary emergency response actions. The incident commander is the person in charge at an incident site.

**4. Emergency Support Services**

This group includes departments and agencies that support and sustain emergency responders and also coordinate emergency assistance provided by organized volunteer organizations, business and industry, and other sources.

**5. Volunteer and Other Services**

This group includes organized volunteer groups and businesses that have agreed to provide certain support for emergency operations.

## **B. Assignment of Responsibilities**

### **1. General**

- a. For most emergency functions, successful operations require a coordinated effort from a number of departments, agencies, and groups. To facilitate a coordinated effort, elected and appointed officials, departments and agency heads, and other personnel are assigned primary responsibility for planning and coordinating specific emergency functions. Generally, primary responsibility for an emergency function will be assigned to an individual from the department or agency that has legal responsibility for that function or possesses the most appropriate knowledge and skills. Other officials, departments, and agencies may be assigned support responsibilities for specific emergency functions. Attachment 4 summarizes the general emergency responsibilities of local officials, department and agency heads, and other personnel.
- b. The individual having primary responsibility for an emergency function is normally responsible for coordinating preparation of and maintaining that portion of the emergency plan that addresses that function. Plan and annex assignments are outlined in Attachment 5. Listed below are general responsibilities assigned to the Executive Group, Emergency Services, Support Services, and other Support Agencies. Additional specific responsibilities can be found the functional annexes to this Basic Plan.

### **2. Policy Group Responsibilities**

#### **a. The City Council will:**

- Carry out appropriate provisions of Nevada Revised Statutes, in addition to local ordinances.
- Declare and terminate an emergency or disaster at the City level.
- Encourage cooperation between the local emergency service agencies, local law enforcement agencies, local government agencies, facilities, and other applicable organizations.
- Provide policy direction and control when requested by the Emergency Management Coordinator and/or City Manager in dealing with an emergency or disaster that occurs in an area where the county has jurisdiction and responsibility.
- Encourage cooperation of agencies, businesses, and citizens to mitigate an emergency or disaster.

- Upon the recommendation by the Emergency Management Coordinator, issue and distribute as appropriate a local proclamation declaring a State of Emergency or terminating the State of Emergency.
- Assure continuity of County government during an emergency or disaster.
- Provide support to the local Emergency Management Agency during a major emergency or disaster.
- Additional duties are also found in the various Annexes and Procedures.

**b. The City Manager will:**

- Ensure county agencies develop and continually update emergency plans and Standard Operating Guidelines (SOG's) to respond to emergencies or disasters.
- Ensure that exercises and tests of the emergency systems are conducted on a periodic basis.
- Report to the Emergency Operations Center upon activation and assist the local Emergency Management Coordinator in the direction and control of the major emergency or disaster.
- Ensure that representatives for Emergency Operations Center staff as designated (e.g. Comptroller, Engineer, Public Information Officer, etc.) report to the Emergency Operations Center upon activation to provide direction and control.
- Function as the Official county spokesperson and Information Officer or ensure that a qualified trained Information Officer is in place.
- Provide administrative support for the local, state, and federal emergency response agencies where the county has jurisdiction and responsibility.
- Ensure means are available within the jurisdiction to gather necessary information, e.g. fuel storage facilities, major distributors, and end user status, during the emergencies or disasters.
- Ensure timely and equitable implementation of the Emergency Response.
- Provide general assistance to the state in minimizing the adverse social and economic aspects of energy supply disruptions by encouraging recommended conservation programs both in the public and private sectors.
- Implement direction, control, coordination, and policy making functions as necessary to provide for optimum protection of public health and safety within the jurisdiction.
- Implement emergency policies / ordinances as appropriate on behalf of the county.
- Ensure that information and reports are forwarded through the area office to the state Division of Emergency Management regarding an emergency or disaster.
- Upon the recommendation of the local Emergency Management Coordinator issue and terminate an evacuation request when appropriate within the county.
- Authorize emergency service and law enforcement agencies to support evacuation and to enter and leave the threatened area(s).
- Assure the protection of public documents and public facilities during the emergency or disaster.

- Provide support to the local Emergency Management Agency during a major emergency or disaster.
  - Additional duties are also found in the various Annexes and Procedures.
- c. The Mesquite Fire Chief or designee will fill the role of Mesquite Emergency Management Coordinator. The Emergency Management Coordinator is designated the single point-of-contact within the jurisdiction to coordinate NIMS implementation.

### **3. Common Responsibilities**

#### **a. All emergency services and support services will:**

- Provide personnel, equipment, and supplies to support emergency operations upon request.
- Develop and maintain SOPs / OGs for emergency tasks.
- Provide trained personnel to staff the incident command post and EOC and conduct emergency operations.
- Provide current information on emergency resources for inclusion in the Resource List in Appendix 1 to Annex M, Resource Management.
- Report information regarding emergency situations and damage to facilities and equipment to the Incident Commander or the EOC.

### **4. Emergency Services Responsibilities**

#### **a. The Incident Commander will:**

- 1) Manage emergency response resources and operations at the incident site command post to resolve the emergency situation.
- 2) Determine and implement required protective actions for response personnel and the public at an incident site.

#### **b. The Emergency Management Coordinator will:**

- Carry out the duties and responsibilities as assigned by the City Emergency Management Ordinance.
- Coordinate the development of this Emergency Operations Plan.
- Develop and maintain a functional Emergency Operations Center. Select and equip an alternate Emergency Operations Center and/or mobile communications unit.
- Ensure that a system is developed and implemented to manage information (including internal messages) pertaining to the emergency situation and disseminate it to other levels of government, the public and private sector.

- Acquire maps, status boards and other display devices for the Emergency Operations Center which identify high hazard areas and pre-selected control / monitoring points.
- Ensure that an events log (casualty and health concerns, property damage, fire status, size of risk area, scope of hazard, number of evacuees, radiation does, etc.) is compiled and displayed in the Emergency Operations Center throughout the duration of the emergency.
- Provide for acquisition / stocking of food, water supplies, and other equipment necessary for the effective operation of the Emergency Operations Center / staff.
- Provide for acquisition / stocking of Emergency Operations Center administrative supplies and equipment.
- Identify personnel / agencies having resources to support Emergency Operations Center operations.
- Develop a schedule for testing, maintaining, and repairing Emergency Operations Center and other emergency equipment.
- Develop and maintain the Emergency Operations Center Standard Operating Guidelines including an activation checklist and notification / recall roster.
- Alert staff and activate Emergency Operations Center (for 24 hour coverage if necessary) when notified of potential / emergency situations.
- Ensure that Emergency Operations Center staff acknowledge and authenticate reports.
- Ensure staff and officials that briefings are conducted periodically during the emergency or disaster.
- Establish and maintain coordination with other jurisdictional Emergency Operations Centers as appropriate.
- Coordinate emergency or disaster activities with state and federal agencies / organizations.
- After Emergency Operations Center deactivation, ensure equipment is restored to a “ready” condition and Emergency Operations Center supplies are replenished.
- Develop guidelines to warn areas not covered by existing warning systems.
- Analyze the county in relation to potential hazards, emergency situations, and disaster incidents which could occur.
- Coordinate emergency or disaster resources with neighboring counties.
- Develop and maintain a public information and education program.
- Establish and maintain a working relationship with the media.
- Ensure the implementation of all public activities.
- Direct and assist the Public Information Officer in disseminating emergency or disaster information to the public.
- Identify potential evacuation areas in accordance with the county’s hazard analysis.
- Develop evacuation guidelines.
- Identify population groups requiring special assistance during evacuation (e.g. senior citizens, the very ill and disabled, nursing homes, prison populations, etc.).
- Assure that institutions within the city have evacuation guidelines.

- Coordinate with private industry for use of privately owned vehicles, communication, or other resources needed for evacuation management.
- Select staging areas or route for pickup of persons without transportation.
- Assure, as required, the transportation of emergency workers into and out of hazard areas.
- Coordinate the evacuation movement including the relocation into other jurisdictions.
- Designate and activate reception and shelter areas within the city and coordinate with Emergency Management Coordinator from adjoining counties to ensure that reception areas and shelters have been designated in their counties and activated to receive evacuees.
- Monitor the progress of the evacuation and modify evacuation guidelines when needed.
- Brief Emergency Operations Center staff and executive group on evacuation status.
- Establish disaster assistance centers as appropriate.
- Initiate the return of the population as soon as conditions are safe.
- Identify and arrange for survey of shelters.
- Identify congregate care/shelter facilities for short term use which have lodging and mass feeding capabilities.
- Develop guidelines to activate and deactivate shelters and ensure that American Red Cross and Department of Social Services develop shelter operation guidelines.
- Identify campgrounds in the reception area to accommodate families evacuated in recreational vehicles.
- Assist in assigning congregate care/shelter teams if requested by the primary shelter agency.
- Designate shelter facilities with the shortest commuting distance to the hazardous area for essential workers and their families.
- Coordinate shelter in place messaging, appropriate method of getting the word out and shelter in place timeframe.
- Coordinate overall hazardous material incidents or accidents with local emergency responding agencies, state emergency responding agencies, federal emergency responding agencies, private emergency responding agencies and any other agencies responding to the incident or accidents.
- When a hazardous material incident or accident occurs on any roadway or fixed facilities located in the county, the Emergency Management Coordinator should coordinate the cleanup efforts with the state or federal environmental protection association requirements.
- The Emergency Management Coordinator should always evaluate the hazardous material incident or accident to ensure all safety precautions are being taken to protect all the emergency responders on scene and the citizens in the county.
- Coordinate a training program on hazardous material incidents with the private, local and state emergency service department who will be responding to any hazardous material incident or accident in the county.

- Develop mutual aid agreements with neighboring jurisdictions to exchange hazardous material data.
- Appoint a Damage Assessment Officer to coordinate overall damage assessment operations.
- Recruit Damage Assessment Team Members.
- Provide Damage Assessment training on an annual basis.
- Maintain sufficient quantities of needed forms and supplies for Damage Assessment Teams and other departments / agencies assisting with assessment/recovery operations.
- Ensure agencies / organizations begin maintaining expense records at onset of the emergency or disaster.
- Secure resources to support and assist with damage assessment activities (maps, tax data, cameras, identification, etc.).
- Establish / appoint a Utilities Liaison to coordinate information flow between the Emergency Operations Center and affected utilities.
- Develop and disseminate, as appropriate, public information and educational programs relating to an emergency and disaster recovery (DAC locations, days/times of operation, etc.).
- Assist with securing Damage Assessment Center facilities and equipment (chairs, tables, telephones, etc.).
- Assist with identification and notification of applicants that may be eligible for Public Assistance programs (local government entities, private nonprofit organizations, Indian tribes, etc.).
- Perform assigned duties according to state statutes and local ordinances.
- Responsible for planning in accordance with Federal and State guidelines and coordinating of emergency operations within the jurisdiction.
- Establish and equip the Emergency Operations Center to include primary and backup radio communications (Fixed and Mobile), and provide for operations on a continuous basis as required.
- Ensure adequate training for the Emergency Management Response Team Members and other support agencies that will be used during a major emergency or disaster.
- Maintain current list of available resources within the county.
- Coordinate exercises and tests of the emergency systems within the jurisdiction.
- Maintain liaison with utility companies to arrange for backup water, power, and telephone service during an emergency.
- Maintain administrative records as required.
- Alert and activate, as required, the County Emergency Management Organization when informed of an emergency or disaster within the City.
- Receive requests for assistance from municipalities within the City and direct aid to areas where needed.
- Ensure that narrative and operational journals are kept during the emergency or disaster.
- Ensure necessary information and reports are issued on schedule.

- Support the Local Emergency Planning Committee in maintaining liaison with facility emergency coordinators to ensure availability of current information concerning hazards and response to an incident.
- Ensure a critique of incident responses to assess and update guidelines as needed.
- Serve as the Community Emergency Coordinator as identified in SARA, Title III.
- Serve as liaison for the Local Emergency Planning Committee in coordinating planning efforts with other political subdivisions for facilities that effect multiple jurisdictions.
- Activate the preplan or implement the necessary steps to safeguard human life property, and the environment in accordance with available guidance.
- Secure the area as required by the situation.
- Identify the material involved without undue risk of exposure.
- Assess the situation and communicate the results to responding agencies, the Emergency Operations Center, and facility representative.
- When the Emergency Operations Center is activated in the City, the Incident Command System shall be implemented and followed throughout the operation period (24 Hours).
- Develop strategy (confinement, containment, neutralization) and implement tactics (evacuation, offensive or defensive posture) with regard to available resources and capability of personnel.
- Analyze personnel and equipment requirements to meet potential hazards and maintain a resource manual.
- Develop mutual aid agreements for use of resources.
- Identify additional emergency resources from local business and industry and other agencies.
- Coordinate resource use under emergency conditions and provide a system to protect these resources (e.g., essential personnel and equipment).
- Request additional resources in those cases where City resources cannot meet response or recovery requirements.
- Provide sources of information and coordination at the local level; assist the area staff and the energy policy council in obtaining the essential data for implementation of contingency plans, i.e. tertiary storage facilities, locations (town, city, village, county) of facilities and jurisdiction consumer status.
- Furnish timely information on the local supply and provide technical and educational assistance to wholesalers, wholesale purchase consumers and end users, i.e. awareness programs of energy emergencies, forms processing, and training programs.
- Maintain general awareness of supply and demand within the jurisdiction through the Local Emergency Planning Committee; SARA Title III information to include extremely hazardous and hazardous chemical facilities and petroleum distributors and products.
- Request assistance from Nevada Division of Emergency Management through the State Emergency Operations Center, as needed in an emergency or disaster operation.
- Additional duties are also found in the various Annexes and Procedures.

**c. Warning**

- 1) Primary responsibility for this function is assigned to the City Emergency Management Coordinator and Communications Center, who will prepare and maintain Annex A (Warning) to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:
  - Receive information on emergency situations.
  - Alert key local officials of emergency situations.
  - Disseminate warning information and instructions to the public through available warning systems.
  - Disseminate warning and instructions to special facilities such as schools and hospitals.

**d. Communications**

- 1) Primary responsibility for this function is assigned to the Mesquite Emergency Management and Mesquite Police Communications Center, who will prepare and maintain Annex B (Communications) to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:
  - Identify the communications systems available with the local area and determine the connectivity of those systems, and ensure their interoperability.
  - Develop plans and procedures for coordinated use of the various communications systems available in this jurisdiction during emergencies.
  - Determine and implement means of augmenting communications during emergencies, including support by volunteer organizations.

**d. Radiological Protection**

- 1) Primary responsibility for this function is assigned to the County Fire Districts, who will prepare and maintain Annex D (Radiological Protection) to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:
  - Maintain inventory of radiological equipment.
  - Ensure response forces include personnel with current training in radiological monitoring and decontamination.

- Respond to radiological incidents and terrorist incidents involving radiological materials.
- Make notification concerning radiological incidents to state and federal authorities.

**e. Evacuation**

- 1) Primary responsibility for this function is assigned to Mesquite Police.
- 2) Emergency tasks to be performed include:
  - Identify areas where evacuation has been or may in the future and determine of population at risk.
  - Perform evacuation planning for known risk areas to include route selection and determination of traffic control requirements.
  - Develop simplified planning procedures for ad hoc evacuations.
  - Determine emergency public information requirements.
  - Perform evacuation planning for special needs facilities (schools, hospitals, nursing homes, and other institutions).

**f. Firefighting**

- 1) Primary responsibility for this function is assigned to the Mesquite Fire.
- 2) Emergency tasks to be performed include:
  - Perform firefighting operations during any major emergency or disaster for your local jurisdiction.
  - Use the Incident Command System to coordinate the emergency efforts within their jurisdiction during any major emergency or disaster.
  - Be able to provide special firefighting or rescue operations (Hazardous Materials, Building Collapse, etc.) during any major emergency or disaster.
  - Assist in evacuation of areas within the fire departments' jurisdiction during any major emergency or disaster.
  - Support the Emergency Medical Service with first responder personnel during any emergency or disaster.
  - Assist in opening major and secondary roadways by removing fallen debris or trees so emergency services will be able to respond throughout the disaster area in the County / Cities / Towns / Villages.
  - Assist in the transportation of disaster team member(s) from home to emergency or disaster assignment area (back home if needed).

- Provide support to the local Emergency Management Agency during a major emergency or disaster.
- Develop standard operation guidelines for the fire department to function under during a major emergency or disaster listed in the Emergency Operations Plan.
- The Senior Fire Officer shall advise the City Emergency Management Coordinator when any type of fire department equipment or persons leaves their jurisdiction to assist in any major emergency or disaster outside the City.
- Plan for coordination of ambulance/rescue activities throughout the City during a major emergency or disaster.
- Develop mutual aid agreements with other ambulance services for a major emergency or disaster response.
- Coordinate with the hospital disaster coordinators on use of medical facilities within the City for mass casualty incidents.
- Develop guidelines with assistance from facility owners and operators, in accordance with local protocols, for:
  - Treatment of contaminated patients.
  - Decontamination of patients and equipment.
  - Direction and control of mass casualty incidents as a result of the release of hazardous materials.
- Maintain field communications with other emergency or response groups.
- Maintain liaison with American Red Cross and other volunteer service agencies to support first aid and supplement medical resources in shelters and other emergency or disaster situations.
- Provide for the dispatch of ambulances and the transport of patients to medical facilities.
- Maintain a casualty tracking system during a major emergency or disaster.
- Provide care to the extent that local medical standing orders allow.
- Coordinate transportation of casualties to health care facilities.
- Report to the Emergency Operations Center upon activation and assist the local Emergency Management Coordinator in the direction and control of emergency medical service operations.
- Provide emergency medical service support to the local Emergency Management Agency during a major emergency or disaster.
- Develop standard operation guidelines for emergency medical service to function by during major emergencies or disasters listed in the Emergency Operations Plan.

**g. Law Enforcement**

- 1) Primary responsibility for this function is assigned to Mesquite Police, who will prepare and maintain Annex G (Law Enforcement) to this plan and supporting SOPs.

2) Emergency tasks to be performed include:

- Plan for conducting traffic control and other law enforcement operations throughout the City during any emergencies or disasters.
- Develop law enforcement mutual aid agreements with other outside municipalities and counties to the major emergencies or disaster sites.
- Provide security for the Emergency Operational Center personnel and equipment throughout the operational periods (24 hours).
- Develop Standard Operation Guidelines for major emergency and disaster response for law enforcement officers.
- Assist in evacuation of the emergency or disaster area and movement to shelters.
- Provide security and protection for the damaged area and critical facilities and control access to affected areas.
- Relocate and house prisoners when necessary during periods of evacuation.
- Coordinate additional law enforcement support with Nevada Highway Patrol and other counties and/or municipalities during emergency or disaster activities.
- Limit access to the evacuation area during emergency or disaster response and recovery operations.
- Provide security for emergency or disaster shelters if needed.
- Establish staging areas in conjunction with fire departments, rescue squads, and the transportation coordinator.
- Direct reentry traffic into the evacuated area during recovery.
- The local law enforcement agencies shall coordinate with state and federal law enforcement agencies during any major National Security Event (Civil Disorder, Terrorism, etc.) which might occur within their jurisdiction in the City.
- The Police Department is responsible for all searches and rescues of lost/missing persons in the City
- A senior law enforcement officer of each agency shall report to the Emergency Operations Center upon activation and assist the local Emergency Management Agency in the direction and control of law enforcement resources throughout the operation (24 hours) of a major emergency or disaster.
- Provide support to the local Emergency Management Agency during a major emergency or disaster.
- Develop standard operation guidelines for the law enforcement persons to function under a major emergency or disaster listed in the Emergency Operations Plan.
- Additional duties are also found in the various Annexes and Procedures.

**h. Public Health Officer**

1) Primary responsibility for this function is assigned to the Public Health Officer, who will prepare and maintain Annex H (Health & Medical Services) to this plan and supporting SOPs.

2) Emergency tasks to be performed include:

- Prepare guidelines for emergency or disaster public health operations.
- Develop and implement health awareness and public information programs regarding emergency or disaster personal health and safety.
- Report to the Emergency Operations Center upon activation and provide direction and control for emergency public health operations.
- Provide for health care at emergency facilities including shelters and congregate care / reception centers.
- Develop, plan, and coordinate medical service delivery for special needs population.
- Coordinate environmental health activities and services for waste disposal, refuse, food, water, vector/vermin control, and sanitation to prevent and control communicable diseases.
- Coordinate the distribution of exposure inhibition or mitigating drugs, vaccines or other preventable medications.
- Coordinate with health, mental health and other volunteer/non-volunteer agencies, both public and private, to provide support personnel during sheltering.
- Secure cooperation of building owners for use of Department of Social Service Shelter space.
- Promulgate applicable health information and regulations appropriate to the medical debris incident.
- As requested by local Law Enforcement, assist with the technical information that may be required to safely remove or store the material and prepare it for shipment to the State Laboratory, as necessary and appropriate.
- Provide support to the local Emergency Management Agency during a major emergency or disaster.
- Develop standard operation guidelines for the health service persons to function under during a major emergency or disaster listed in the Emergency Operations Plan.
- Additional duties are also found in the various Annexes and Procedures.

**i. Search & Rescue**

1) Primary responsibility for this function is assigned to the Sheriff's Office with assistance from the Fire Department who will prepare and maintain Annex R (Search and Rescue) to this plan and supporting SOPs.

2) Emergency tasks to be performed include:

- The Sheriff's Office shall coordinate all search and rescue operation activities within their jurisdiction in the City for any missing person(s).
- The fire department shall be used as a resource for the Police Department during any search and rescue operations in the county for any missing person(s).
- The Emergency Management Coordinator will request state search and rescue resources after local resources have been exhausted or determined to be inadequate for the search and rescue operation in the county for any missing person(s).
- The law enforcement agencies, Search & Rescue, fire departments, and emergency management agencies shall use Incident Command System to coordinate search and rescue operations in the City for any missing person(s).
- Law enforcement officers, rescue squad unit members, fire department members, and emergency management personnel shall be properly trained and certified to perform their assigned task during any search and rescue operation in the City for any missing person(s).
- Law enforcement officers, Search & Rescue, fire department officers, and emergency medical officers shall develop standard operation guidelines for their organizations to function under during a search and rescue operation for mission person(s).
- Additional duties are also found in the various Annexes and Procedures.

**j. Terrorist Incident Response**

- 1) Primary responsibility for this function is assigned to Mesquite Police, who will prepare and maintain Annex V (Terrorist Incident Response) to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:
  - Coordinate and carry out defensive anti-terrorist activities, including criminal intelligence, investigation, protection of facilities, and public awareness activities.
  - Coordinate and carry out offensive counter-terrorist operations to neutralize terrorist activities.
  - Carry out terrorism consequence operations conducted in the aftermath of a terrorist incident to save lives and protect public and private property.
  - Ensure required notification of terrorist incidents is made to state and federal authorities.

**6. Support Services Responsibilities**

**a. Recreation Department will:**

- The operation of shelters is the responsibility of the Recreation Department Director.

- Plan for coordination of special population shelter care operations during a major emergency or disaster.
- Develop mutual aid agreements with Health Department, Food Service, Linen Service and other agencies.
- Coordinate emergency shelter activities for general population.
- Assure personnel are trained in shelter operations.
- Assure personnel are trained to staff special population operations.
- Make necessary arrangements for providing shelter supplies, feeding, and etc.
- Develop letters of agreement and guidelines for reception, care and shelter activities for special populations and general population.
- Manage reception activities to include lodging arrangements for shelters.
- Develop an initial shelter setup package including:
  - Records and log sheets, rules, signs, name tags, key phone numbers, flashlights, maps, camera, spare clothing (e.g. sweat suits), diapers, baby food, hot water containers, coffee, hot chocolate, dry soup mix, spoons, forks, hygiene kits, etc.
- Coordinate emergency or disaster operations with the local and national American Red Cross in the county.
- Provide support to the local Emergency Management Agency during a major emergency or disaster.
- Develop standard operation guidelines for the social service persons to function under during a major emergency or disaster listed in the Emergency Operations Plan.
- Additional duties are also found in the various Annexes and Procedures

**b. Public Information Officer**

- Prepare an annex and Standard Operation Guidelines for the coordination of information during emergencies.
- Prepare and maintain a current internal notification / recall roster of staff to man the Emergency Operations Center Media Center.
- Maintain working relationships with the media and a current list of radio stations, television stations and newspapers to be used for public information releases.
- Establish guidelines for the flow of information to the public in a major emergency or disaster which shall include the Emergency Alert System (EAS).
- Prepare written statements of agreements with the media to provide for dissemination of essential emergency information and warning to the public, including the appropriate protective actions to be taken.
- Arrange points of contact for releases of public information in an emergency and for briefings to media representatives when appropriate.

- Assist in the preparation and review of Emergency Public Information (EPI) materials for all hazards affecting the City.
- Report to the Emergency Operations Center upon activation and coordinate the release of emergency or disaster related information with local agencies and State and Federal governments.
- Provide rumor control and publicize the telephone number of a rumor control line where official emergency or disaster information can be obtained by the public.
- Clear information with the chief executive before release to the media
- Prepare and distribute prescript EPI materials to the media (newspapers, radio and television).
- Ensure the EPI materials for visually impaired and non-English speaking groups are disseminated.
- Ensure that all sources of information being received are authenticated and verified for accuracy.
- Assist in handling inquiries and informing families about places of contact for missing relatives, continued emergency services, restricted areas, etc.
- Prepare and release announcements urging residents to share homes with evacuees when appropriate.
- Develop media advisories for the public.
- Maintain current inventories of public information resources.
- Develop and implement when necessary a public information program to increase citizen awareness and responsiveness to evacuation instructions.
- Conduct a public information campaign to disseminate disaster assistance information as necessary.
- Inform the public about evacuation routes, destinations and other vital information.
- Provide support to the local Emergency Management Agency during a major emergency or disaster.
- Develop standard operation guidelines for the information persons to function under during a major emergency or disaster listed in the Emergency Operations Plan.
- Additional duties are also found in the various Annexes and Procedures.

**c. Recovery**

- 1) Primary responsibility for this function is assigned to the City Assessor, Building Department, Comptroller and Emergency Management Department, who will prepare and maintain Annex J (Recovery) to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:

- Establish and train a damage assessment team using local personnel. Coordinate the efforts of that team with state and federal damage assessment personnel who may be dispatched to assist us.
- Assess and compile information on damage to public and private property and needs of disaster victims and formulate and carry out programs to fill those needs.
- If damages are beyond our capability to deal with, compile information for use by our elected officials in requesting state or federal disaster assistance.
- If we are determined to be eligible for state or federal disaster assistance, coordinate with state and federal agencies to carry out authorized recovery programs.
- Develop, review and annually update guidelines for damage reporting and accounting.
- Train personnel in damage assessment, organization, techniques and reporting guidelines.
- Maintain a damage assessment team and notification / recall roster.
- Report to Emergency Operations Center upon activation and coordinate damage assessment operations in conjunction with Emergency Management Coordinator.
- Assign damage assessment teams and deploy as appropriate. Ensure each team has communications with the Emergency Operations Center.
- Inform emergency operations officials of hazardous facilities, bridges, roads, etc.
- Compile damage reports for appropriate agencies.
- Assist the Emergency Management Coordinator and municipal agency representatives who are conducting recovery operations in prioritizing repairs and restoration of effected facilities.
- Identify and maintain a list of critical facilities (public buildings, streets, bridges, etc.) requiring priority repairs.
- Collect and compile incoming damage reports from teams in the field to include City and private agencies such as American Red Cross, school systems, and private nonprofit / government utilities.
- Ensure that response agencies initiate documentation of all costs incurred subsequent to the emergency / disaster.
- Document all emergency work performed by local resources, including appropriate photographs.
- Provide for submission of accurate, detailed and timely Initial Damage Assessment Reports to the Emergency Management Coordinator.
- Collate and consolidate all expenditures and damage assessment information for transmittal to the Nevada Division Emergency of Management.
- Provide support to the local Emergency Management Agency when requested.
- Develop standard operation guidelines for Damage Assessment Team Members to function under during emergency or disaster assessment listed in the Emergency Operations Plan.

**d. Public Works & Engineering. (City Engineering, Facilities, Roads, Utilities & City Public Works Departments)**

- Prepare guidelines to provide public / maintenance works functions during emergencies or disasters (e.g. roads, streets, sewer, water, and utility services).
- Develop and maintain resource lists with source, location, and availability of equipment, fuel, and operational personnel to support response / recovery operations.
- Work jointly with Department of Transportation (DOT) to direct and dispatch public works mutual aid from other county / city jurisdictions.
- Coordinate backup electrical power to the Emergency Operations Center and to the Emergency Shelters.
- Conduct emergency debris clearance operations when requested by the local Emergency Management Coordinator during a major emergency or disaster.
- Provide emergency potable water if requested by the local Emergency Management Coordinator during a major emergency or disaster.
- Store and provide fuel for emergency vehicles if requested by the local Emergency Management Coordinator during a major emergency or disaster.
- Provide sanitation services during emergencies if requested by the local Emergency Management Coordinator during a major emergency or disaster.
- Prepare emergency maintenance or public work required reports and forward to the Emergency Operations Center.
- Maintain emergency power, water and sanitation resources at vital facilities in the City during emergencies or disasters.
- Provide transportation coordination for special service vehicles if requested by the local Emergency Management Coordinator during any major emergency or disaster.
- Assist in damage assessment operations and relay damage assessment information to the Emergency Operations Center.
- Inspect emergency or disaster shelter sites for serviceability.
- Prepare and mark public / special needs shelters as directed by the Emergency Management Coordinator.
- Provide support to the local Emergency Management Agency during a major emergency or disaster.
- Develop standard operation guidelines for the public / maintenance workers to function under during a major emergency or disaster listed in the Emergency Operations Plan.
- Additional duties are also found in the various Annexes and Procedures

**e. Resource Management**

- 1) Primary responsibility for this function is assigned to the Emergency Management Coordinator and Comptroller's Office, who will prepare and maintain Annex M (Resource Management) to this plan and supporting SOPs.

2) Emergency tasks to be performed include:

- Maintain an inventory of emergency resources.
- During emergency operations, locates supplies, equipment, and personnel to meet specific needs.
- Maintain a list of suppliers for supplies and equipment needed immediately in the aftermath of an emergency.
- Establish emergency purchasing procedures and coordinate emergency procurements.
- Establish and maintain a manpower reserve and coordinate assignment of reserve personnel to departments and agencies that require augmentation.
- Coordinate transportation, sorting, temporary storage, and distribution of resources during emergency situations.
- Establish staging areas for resources, if required.
- During emergency operations, identify to the Donations Management Coordinator those goods, services, and personnel that are needed.
- Maintain records of emergency-related expenditures for purchases and personnel.

**g. Hazard Mitigation.**

1) The primary responsibility for this function is assigned to the Emergency Management Department, who will prepare and maintain Annex P (Hazard Mitigation) to this plan and supporting SOPs.

2) Emergency tasks to be performed include:

- Maintain the local Hazard Analysis.
- Identify beneficial pre-disaster hazard mitigation projects and seek approval from local officials to implement such projects.
- In the aftermath of an emergency, determine appropriate actions to mitigate the situation and coordinate implementation of those actions.
- Coordinate and carry out post-disaster hazard mitigation program.

**h. Transportation**

1) Primary responsibility for this function is assigned to the Public Works and Engineering and School District, who will prepare and maintain Annex S (Transportation) to this plan and supporting SOPs.

2) Emergency tasks to be performed include:

- Develop guidelines for intra and inter City transportation systems to move critical supplies and equipment from the hazard areas to reception areas and to transport key emergency workers to and from the hazard area. Guidelines will include movement of key workers on designated evacuation routes in either publicly or privately owned vehicles and/or buses.
- Utilize and maintain the City resources lists to identify public and private transportation resources.
- Provide vans, buses, and trucks for emergency or disaster evacuation.
- Coordinate with law enforcement on establishing staging areas, as well as with fire departments and rescue squads on designating pickup points and routes.
- Coordinate with and support law enforcement in establishing evacuation routes and traffic control points.
- Provide transportation support to fire departments and Search & Rescue for evacuation of individuals with transportation.
- Advise the Emergency Management Coordinator of roadway conditions and support the removal of disabled vehicles or other blocks to evacuation.
- Obtain additional transportation resources, as needed from adjacent jurisdictions, state and private resources.
- Provide support to the local Emergency Management Agency during a major emergency or disaster.
- Develop standard operation guidelines for the transportation persons to function under during a major emergency or disaster listed in the Emergency Operations Plan.

**j. Donations Management**

- 1) The primary responsibility for this function is assigned to the Comptroller's Office/City Treasurer and Recreation Department, who will prepare and maintain Annex T (Donations Management) to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:
  - Compile resource requirements identified by the Resource Management staff.
  - Solicit donations to meet known needs.
  - Establish and implement procedures to receive, accept or turn down offers of donated goods and services, and provide instructions to donors of needed goods or services.
  - In coordination with the Resource Management staff, establish a facility to receive, sort, and distribute donated goods.

**k. Legal**

- 1) The primary responsibility for this function is assigned to the District Attorney's/City Attorney's Office, who will prepare and maintain Annex U (Legal) to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:
  - Advise local officials on emergency powers of local government and procedures for invoking those measures.
  - Review and advise our officials on possible legal issues arising from disaster operations.
  - Prepare and/or recommend legislation to implement the emergency powers that may be required during an emergency.
  - Advise local officials and department heads on record-keeping requirements and other documentation necessary for the exercising of emergency powers.

**l. Animal Services**

- Recruit and assemble an Animal Response Team.
- Maintain current notification / recall rosters for the Animal Response Team.
- Identify and survey animal shelter sites to be used in the event of an emergency.
- Secure cooperation of property owners for use of shelter space.
- Develop procedures to activate and deactivate animal shelters and develop animal standard operating guidelines.
- Establish public information and education programs regarding animal response.
- In conjunction with Emergency Management, provide for Animal Response Team training.
- Assign a liaison individual to report to the Emergency Operations Center, upon activation, to assist in animal response operations.
- Assist the Emergency Management Coordinator and other City, municipal, town or village agency representatives who are conducting emergency operations in establishing priorities for animal rescue efforts.
- In conjunction with Emergency Management, and American Red Cross where appropriate, designate animal shelter sites during animal response operations.
- Coordinate with the State Animal Response Team, Health Department and other agencies to provide technical and logistical support during animal response operations.
- Additional duties are also found in the various Annexes and Procedures

**m. Debris Management**

- 1) The primary responsibility for this function is assigned to the Public Works and Engineering and Emergency Management, who will prepare and maintain Annex K (Public Works & Engineering) to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:
  - Develop debris management plan(s) for major emergency or disaster events.
  - Develop contracts for debris removal and disposal services for major emergency or disaster events.
  - Develop checklist relating to debris removal, storage, reduction, and disposal process.
  - Alert local departments that have debris removal responsibilities.
  - Ensure that personnel, facilities, and equipment are ready and available for emergency or disaster use.
  - Relocate personnel and resources out of harm's way and stage in areas where they can be effectively mobilized.
  - Identify potential local debris storage sites who may assist in debris removal process.
  - Develop and coordinate pre-scripted announcements with the Public Information Officer (PIO) regarding debris removal process, collection times, and location of temporary storage sites.
  - Coordinate all debris removal and disposal activities during a major emergency or disasters.
  - Cooperate with all local, state, and federal agencies for a major emergency or disaster response and recovery operations.
  - Develop requests for additional assistance from state and federal agencies.
  - Assess debris characteristics such as:
    - Quantities and types.
    - Rural, urban, and/or agricultural locations.
    - Type of damage debris from private homes, mobile homes, public facilities, and commercial buildings.
    - Quantity and types of household hazardous waste.
  - Report to the Emergency Operations Center upon the request of the local Emergency Management Coordinator to direct and control the debris operations.
  - Additional duties are also found in the various Annexes and Procedures.

**n. School District**

- Support transportation operations during evacuation and return. Provide buses with fuel when necessary.
- Provide support personnel (teachers, counselors, and bus drivers).
- Open schools for shelters as needed.

- Provide support to the local Emergency Management Agency during a major emergency or disaster.
- Develop standard operation guidelines for the school persons to function under during a major emergency or disaster listed in the Emergency Operation Plan.
- Additional duties are also found in the various Annexes and Procedures.

\* Department and agency heads not assigned a specific function in this plan will be prepared to make their resources available for emergency duty at the direction of our chief elected official.

## 7. Volunteer & Other Services

a. **Volunteer Groups.** The following are local volunteer agencies that can provide disaster relief services and traditionally have coordinated their efforts with our local government:

### 1) Nevada Chapter, American Red Cross.

- Provides shelter management, feeding at fixed facilities and through mobile units, first aid, replacement of eyeglasses and medications, provision of basic clothing, and limited financial assistance to those affected by emergency situations. The Red Cross also provides feeding for emergency workers.
- The local and national American Red Cross Chapters will assist in shelter operation in the City.
- Rules, regulations and policies within the American Red Cross shelters are established and administered and monitored by the American Red Cross.
- The Department of Human Services and the American Red Cross will work together to provide public and special need shelters to the citizens in the City. Special needs shelters are the responsibility of the Department of Social Services.
- The local and National American Red Cross Chapters will provide trained volunteers and Shelter Managers (trained to American Red Cross guidelines) to work in American Red Cross operated shelters.
- The local American Red Cross will train all the Department of Human Services personnel assigned to work in an American Red Cross Shelter. All personnel working in American Red Cross Shelters are trained by the local American Red Cross to specific National American Red Cross established guidelines.
- Stocking plan for American Red Cross shelters must be in place at all times.

- All evacuees and staff in American Red Cross Shelters are fed by the American Red Cross.
- Evacuees in American Cross Shelters within special and/or specific needs are identified jointly by American Red Cross and Department of Human Services.
- Management supplies for use in American Red Cross Shelters by American Red Cross management staff will be supplied by American Red Cross. Management supplies for use in American Red Cross Shelters by Department of Human Service management staff will be supplied by Department of Human Services.
- Mass care guidelines outlined in American Red Cross 3000 Series, Disaster Regulations will be adhered to in all shelters operated by the American Red Cross.
- Medical evacuee tracking system should be the responsibility of the Public Health as American Red Cross staff and volunteers are not medical staff.
- It is the responsibility of American Red Cross to answer inquiries and inform families on status of individuals injured or missing in accordance with established National American Red Cross guidelines. If it is a major / catastrophic disaster, it will be National American Red Cross that advises American Red Cross when the moratorium on such procedures is lifted. Usually, there is a 24 hour period before tracing calls can be accepted by American Red Cross Chapters. When moratorium is lifted there is a nationally set guideline for the guidelines. In addition, some people do not want to be traced or information given out. Their request, we must respect.
- The American Red Cross also has access to the resources of the American National Red Cross in time of major and/or catastrophic disaster(s).
- Additional duties are also found in the various Annexes and Procedures.

2) The Salvation Army

- Provides emergency assistance to include mass and mobile feeding, temporary shelter, counseling, missing person services, medical assistance, and the warehousing and distribution of donated good including food clothing, and household items. It also provides referrals to government and private agencies for special services.

3) RACES/ARES

- a) The Radio Amateur Civil Emergency Service and The Amateur Radio Emergency Services provide amateur radio support for emergency operations, including communications support in the EOC.

- Coordinate and provide communications for outlying areas and local shelters with the Communications Center (Emergency Operations Center).
- Provide backup communications via the ARES network for communications between other adjoining county EOCs and/or the State EOC.
- Provide other communications services as requested if within the scope or capability of ARES personnel to do so.
- Additional duties or responsibilities may be found in Procedures and Annexes as well as Hazard Specific Checklists.

**b. Business Support**

- 1) Eureka Casino
- 2) Smith's Food and Drug
- 3) Casa Blanca Casino and Resort
- 4) Local Chamber of Commerce

## VII. DIRECTION AND CONTROL

**A. General**

1. The Board of County Commissioners/City Councils are responsible for establishing objectives and policies for emergency management and providing general guidance for disaster response and recovery operations, all in compliance with the NIMS. During disasters, they may carry out those responsibilities from the EOC.
2. The City Manager will provide overall direction of the response activities of all our departments. During major emergencies and disaster, he/she will normally carry out those responsibilities from the EOC.
3. The Emergency Management Coordinator will manage the EOC.
4. The Incident Commander, assisted by a staff sufficient for the tasks to be performed, will manage the emergency response at an incident site.
5. During emergency operations, department heads retain administrative and policy control over their employees and equipment. However, personnel and equipment will carry out mission assignments directed by the incident commander. Each department and agency is responsible for having its own operating procedures to be followed during response operations, but interagency procedures, such a common communications protocol, may be adopted to facilitate coordinated effort.

6. If our own resources are insufficient or inappropriate to deal with an emergency situation, we may request assistance from other jurisdictions, organized volunteer groups, or the State. The process for requesting State or federal assistance is covered in section V.F of this plan; see also the Request for Assistance form in Annex M, Appendix 3. External agencies are expected to conform to the general guidance and directed provided by our senior decision-makers.

**B. Emergency Facilities**

1. Incident Command Post. Except when an emergency situation threatens, but has not yet occurred, and those situations for which there is no specific hazard impact site (such as a severe winter storm or area-wide utility outage), an incident command post or command posts will be established in the vicinity of the incident site(s). As noted previously, the incident commander will be responsible for directing the emergency response and managing the resources at the incident scene.
2. Emergency Operating Center. When major emergencies and disasters have occurred or appear imminent, we will activate our EOC, which is located at:

MESQUITE EOC  
10 E Mesquite Blvd  
Mesquite, NV

3. The following individuals are authorized to activate the EOC:
  - a. Mayor
  - b. City Manager
  - c. Emergency Manager
  - d. Incident Commander

\* The Senior Emergency Manager will make the initial determination of Level of Activation (I-IV). Mesquite Dispatch will notify Emergency Management for guidance.

4. The general responsibilities of the EOC are to:
  - a. Assemble accurate information on the emergency situation and current resource data to allow local officials to make informed decisions on courses of action.
  - b. Working with representatives of emergency services, determine and prioritize required response actions and coordinate their implementation.
  - c. Provide resource support for emergency operations.
  - d. Suspend or curtail government services, recommend the closure of schools and businesses, and cancellation of public events.
  - e. Organize and activate large-scale evacuation and mass care operations.

- f. Provide emergency information to the public.
5. Representatives of those departments and agencies assigned emergency functions in this plan will staff the EOC. EOC operations are addressed in Annex N (Direction and Control). The interface between the EOC and the incident command post is described in paragraph V.E above.
6. Our Alternate EOC is located at:  
  
Fire Station 3  
3 John Deere Drive  
Mesquite, Nevada
7. We have a mobile command and control vehicle, operated by Mesquite Fire Rescue, which may be used as an incident command post.

### **C. Line of Succession**

1. The lines of succession for each of our department and agency heads shall be in accordance with the SOPs established by those departments and agencies.

## **VIII. READINESS LEVELS**

- A. Many emergencies follow some recognizable build-up period during which actions can be taken to achieve a gradually increasing state of readiness. We use a four-tier system. Readiness Levels General actions to be taken at each readiness level are outlined in the annexes to this plan; more specific actions will be detailed in departmental or agency SOPs.
- B. The following Readiness Levels will be used as a means of increasing our alert posture.
  1. **Level IV: Normal Conditions**
    - a. Emergency incidents occur and local officials are notified. One or more departments or agencies respond to handle the incident; an incident command post may be established. Limited assistance may be requested from other jurisdictions pursuant to established inter-local agreements.
    - b. The normal operations of government are not affected.
    - c. City Emergency Management may respond for logistical support.
  2. **Level III: Increased Readiness**

- a. Increased Readiness refers to a situation that presents a greater potential threat than “Level IV”, but poses no immediate threat to life and/or property. Increased readiness actions may be appropriate when the situations similar to the following occur:
  - 1) **High Wind Watch** indicates possibility of High Winds development. Readiness actions may include increased situation monitoring and placing selected staff on alert.
  - 2) **Flash Flood Watch** indicates flash flooding is possible due to heavy rains occurring or expected to occur. Readiness actions may include increased situation-monitoring, reconnaissance of known trouble spots, deploying warning signs.
  - 3) **Wildfire Threat.** During periods of extreme wildfire threat, readiness actions may include deploying additional resources to areas most at risk, arranging for standby commercial water tanker support, conducting daily aerial reconnaissance, or initiating burn bans.
  - 4) **Mass Gathering.** For mass gatherings with previous history of problems, readiness actions may include reviewing security, traffic control, fire protection, and first aid planning with organizers and determining additional requirements.
- b. Declaration of “Level 3” will generally require the initiation of the “Increased Readiness” activities identified in each annex to this plan.

### 3. Level II: High Readiness

- a. High Readiness refers to a situation with a significant potential and probability of causing loss of life and/or property. This condition will normally require some degree of warning to the public. Actions could be triggered by severe weather warning information issued by the National Weather Service such as:
  - 1) **High Wind Warning.** Issued when high winds are actually happening in the vicinity or indicted by radio, and may strike in the local area. Readiness actions may include activating the EOC, continuous situation monitoring, and notifying the public about the warning.
  - 2) **Flash Flood Warning.** Issued to alert persons that flash flooding is imminent or occurring on certain steams or designated areas, and immediate action should be taken. Readiness actions may include notifying the public about the warning, evacuating low-lying areas, open shelters to house evacuees, and continuous situation monitoring.
  - 3) **Winter Storm Warning.** Issued when heavy snow, sleet, or freezing rain are forecast to occur separately or in a combination. Readiness actions may include preparing for

possible power outages, putting road crews on stand-by to clear and/or sand the roads, and continuous situation monitoring.

- 4) **Mass Gathering.** Civil disorder with relatively large-scale localized violence is imminent. Readiness actions may include increased law enforcement presence, putting hospitals and fire departments on alert, and continuous situation monitoring.
- b. Declaration of a “Level II” will generally require the initiation of the “High Readiness” activities identified in each annex to this plan.

#### 4. Level I: Maximum Readiness

- a. Maximum Readiness refers to situation that hazardous conditions are imminent. This condition denotes a greater sense of danger and urgency than associated with a “Level II” event. Actions could also be generated by severe weather warning information issued by the National Weather Service combined with factors making the event more imminent.
  - 1) **High Wind Warning.** High winds are occurring especially close to a populated area or moving towards a populated area. Readiness actions may include taking immediate shelter and put damage assessment teams on stand-by.
  - 2) **Flash Flood Warning.** Flooding is imminent or occurring at specific locations. Readiness actions may include evacuations, rescue teams on alert, sheltering evacuees and/or others displaced by the flooding, and continuous monitoring of the situation.
  - 3) **Mass Gathering.** Civil disorder is about to erupt into large-scale and widespread violence. Readiness actions may include having all EMS units on stand-by, all law enforcement present for duty, notify the DDC that assistance may be needed and keep them apprised of the situation, and continuous situation monitoring is required.
- b. Declaration of “Level I” will generally require the initiation of the “Maximum Readiness” activities identified in each annex to this plan.

## IX. ADMINISTRATION AND SUPPORT

### A. Agreements and Contracts

1. Should our local resources prove to be inadequate during an emergency; requests will be made for assistance from other local jurisdictions, other agencies, and industry in accordance with existing mutual-aid agreements and contracts and those agreements and contracts concluded during the emergency. Such assistance may include equipment, supplies, or personnel. All

agreements will be entered into by authorized officials and should be in writing whenever possible. Agreements and contracts should identify the local officials authorized to request assistance pursuant to those documents.

2. The agreements and contracts pertinent to emergency management that we are a party to are summarized in Attachment 6.

## **B. Reports**

1. **Hazardous Materials Spill Reporting.** If we are responsible for a release of hazardous materials of a type or quantity that must be reported to state and federal agencies, the department or agency responsible for the spill shall make the required report. See Annex Q, Hazardous Materials and Oil Spill Response, for more information. If the party responsible for a reportable spill cannot be located, the Incident Commander shall ensure that the required report(s) are made.
2. **Initial Emergency Report.** This short report should be prepared and transmitted by the EOC when an on-going emergency incident appears likely to worsen and we may need assistance from other local governments or the State. See Annex N, Direction and Control for the format and instructions for this report.
3. **Situation Report.** A daily situation report should be prepared and distributed by the EOC during major emergencies or disasters. See Annex N, Direction and Control, for the format of and instructions for this report.
4. **Other Reports.** Several other reports covering specific functions are described in the annexes to this plan.

## **C. Preservation of Records**

### **1. Record Keeping for Emergency Operations**

Mesquite is responsible for establishing the administrative controls necessary to manage the expenditure of funds and to provide reasonable accountability and justification for expenditures made to support emergency operations. This shall be done in accordance with the established local fiscal policies and standard cost accounting procedures and FEMA emergency management practices.

- a. **Activity Logs.** The Incident Command Post and the EOC shall maintain accurate logs recording key response activities, including:
  - 1) Activation or deactivation of emergency facilities.
  - 2) Emergency notifications to other local governments and to state and federal agencies.

- 3) Significant changes in the emergency situation.
  - 4) Major commitments of resources or requests for additional resources from external sources.
  - 5) Issuance of protective action recommendations to the public.
  - 6) Evacuations.
  - 7) Casualties.
  - 8) Containment or termination of the incident.
- b. **Incident Costs.** All department and agencies shall maintain records summarizing the use of personnel, equipment, and supplies during the response to day-to-day incidents to obtain an estimate of annual emergency response costs that can be used as in preparing future department or agency budgets.
- c. **Emergency or Disaster Costs.** For major emergencies or disasters, all departments and agencies participating in the emergency response shall maintain detailed of costs for emergency operations to include:
- 1) Personnel costs, especially overtime costs
  - 2) Equipment operations costs
  - 3) Costs for leased or rented equipment
  - 4) Costs for contract services to support emergency operations
  - 5) Costs of specialized supplies expended for emergency operations

These records may be used to recover costs from the responsible party or insurers or as a basis for requesting financial assistance for certain allowable response and recovery costs from the state and/or federal government.

**d. Preservation of Records**

- 1) In order to continue normal government operations following an emergency situation disaster, vital records must be protected. These include legal documents as well as property and tax records. The principal causes of damage to records are fire and water; therefore, essential records should be protected accordingly. Each agency responsible for preparation of annexes to this plan will include protection of vital records in its SOPs.
- 2) If records are damaged during an emergency situation, we will seek professional assistance to preserve and restore them.

**D. Training**

It will be the responsibility of each agency director to ensure that agency personnel, in accordance with the NIMS, possess the level of training, experience, credentialing, currency, physical and

medical fitness, or capability for any positions they are tasked to fill. Entry-level first responders, first line supervisors, middle management, Command and General Staff and personnel trained as trainers are required to complete all or portion of the following:

1. IS-100
2. IS-200
3. IS-300
4. IS-400
5. IS-700
6. IS-800
7. **Other Training**

The Mesquite Emergency Management Coordinator will maintain up-to-date training status records of jurisdiction and other support response organization personnel in accordance with the courses listed above.

NIMS/ICS will be incorporated into all emergency management classroom training programs and Table Top, Functional and Full Scale EOC Exercises at the local and/or levels whenever they are conducted and records will be maintained of when, where, type of exercise and findings of the success of implementation and corrective actions required. The scenarios developed for the exercise programs should cover an all-hazards approach and be as realistic as possible. Participants of the training and exercise programs should include responders from multiple disciplines and multiple agencies, districts or jurisdictions whenever possible.

The Emergency Management Coordinator will follow-up all exercises with a written After Action Report and/or Lessons Learned. Copies will be provided to all participating agencies and jurisdictions. Corrective Action Plans with realistic completion dates will be assigned to the appropriate agencies, departments or individuals to ensure that corrective action has been completed on preparedness plans, response plans, response procedures, recovery plans or procedures, training programs, or other problems identified during the training or exercise program. All documentation will be maintained by the Emergency Management Coordinator as part of a formal Corrective Action Program.

#### **E. Consumer Protection**

Consumer complaints regarding alleged unfair or illegal business practices often occur in the aftermath of a disaster. Such complaints will be referred to the District Attorney.

#### **F. Post-Incident and Exercise Review**

The Emergency Management Coordinator is responsible for organizing and conducting a critique following the conclusion of a significant emergency event/incident or exercise. The After Action

Report (AAR) will entail both written and verbal input from all appropriate participants. An Improvement Plan (IP) will be developed based on the deficiencies identified, and an individual, department, or agency will be assigned responsibility for correcting the deficiency and a due date shall be established for that action.

## X. PLAN DEVELOPMENT AND MAINTENANCE

### A. Plan Development

1. The City Council is responsible for approving and promulgating this plan.

### B. Distribution of Planning Documents

1. The City Manager shall determine the distribution of this plan and its annexes. In general, copies of plans and annexes should be distributed to those individuals, departments, agencies, and organizations tasked in this document. Copies should also be set-aside for the EOC and other emergency facilities.
2. The Basic Plan should include a distribution list (See Attachment 1 to this plan) that indicates who receives copies of the basic plan and the various annexes to it. In general, individuals who receive annexes to the basic plan should also receive a copy of this plan, because the Basic Plan describes our emergency management organization and basic operational concepts.

### C. Review

1. The Basic Plan and its annexes shall be reviewed annually by local officials. The Emergency Management Coordinator will establish a schedule for annual review of planning documents by those tasked in them.

### D. Update

1. This plan will be updated based upon deficiencies identified during actual emergency situations and exercises and when changes in threat hazards, resources and capabilities, or government structure occur.
2. The Basic Plan and its annexes must be updated at least **every five years**. Responsibility for revising or updating the Basic Plan is assigned to the Emergency Management Coordinator. Responsibility for revising or updating the annexes to this plan is outlined in Section VI.B, Assignment of Responsibilities, as well as in each annex.
3. Revised or updated planning documents will be provided to all departments, agencies, and individuals tasked in those documents.

4. The Emergency Management Coordinator is responsible for providing the Nevada Division of Emergency Management with a copy of this plan and any updates to the plan within 10 days of revision in accordance with NRS 239C.250.

**ATTACHMENTS:**

1. **Distribution List**
2. **References**
3. **Organization for Emergencies**
4. **Functional Responsibility Matrix**
5. **Annex Assignments**
6. **Summary of Agreements & Contracts**
7. **National Incident Management System**

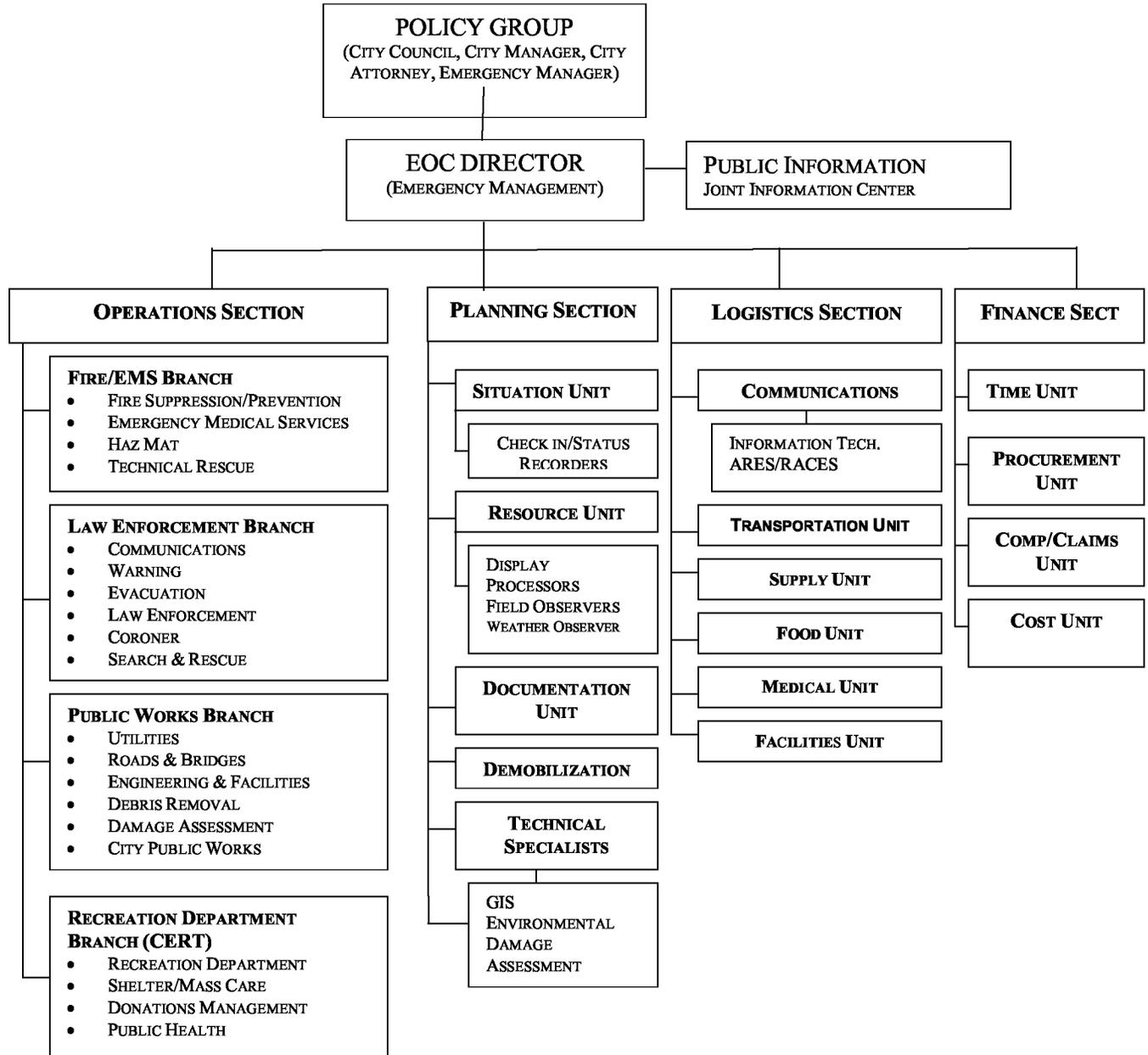
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**ATTACHMENT 1  
REFERENCES**

1. Nevada Division of Emergency Management, *Response & Recovery Guide*
2. *Nevada Guidance for Local Jurisdictions and Tribes NIMS Implementation and EOP Development*
3. Nevada State Comprehensive Emergency Management Plan
4. FEMA, Independent Study Course, IS-288: *The Role of Voluntary Organizations in Emergency Management*
5. FEMA, *Comprehensive Planning Guide 101: Guide for All-Hazard Emergency Operations Planning*
6. U. S. Department of Homeland Security, *National Response Framework*

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**ATTACHMENT 2  
ORGANIZATION FOR EMERGENCY MANAGEMENT**



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**ATTACHMENT 3  
EMERGENCY MANAGEMENT FUNCTIONAL RESPONSIBILITIES**

	Warning	Communications	Shelter & Mass Care	Radiological Protection	Evacuation	Firefighting	Law Enforcement	Health & Medical	Public Information	Recovery	Public Works & Engineering	Utilities	Resource Management	Direction & Control	Recreation Department	Hazard Mitigation	Hazmat & Oil Spill Response	Search & Rescue	Transportation	Donations Management	Legal	Terrorist Incident Response	
City Council	S	S	S	S	S	S	S	S	S	S	S	S	S	P	S	S	S	S	S	S	S	S	S
City Manager	S	S	S	S	S	S	S	S	P	S	S	S	S	P	S	S	S	S	S	S	S	S	S
Emergency Management	C	C	C	C	S	C	C	C	C	P	C	C	P	C	C	P	C	C	C	S	C	C	C
Police	P	P	S	S	P	S	P		S				S	S	S		S	S		S			P
Fire	S	S	S	P	S	P		S	S				S	S		S	P	P		S			S
Engineering	S	S	S	S	S		S		S	S	P	S	S	S		S	S	S					S
Utilities Division		S							S	S		P	S	S		S	S			S			S
Public Health Officer			S	S	S			P	S				S	S	S		S	S	S	S	S		S
Recreation Department			P		S				S				S		P	S					P		S
Human Resources (CERT)									S				S								S		
Assessor									S	S			S			S					S		
Road Division			S		S				S				S		S		S		P				S
City Attorney					S				S				S			S				S	P		S
Search & Rescue					S		S		S				S	S				P					S
Comptroller									S	S			S	S							S		
Building Department									S	S			S										
School District			S		S				S				S						S				

P – INDICATES PRIMARY RESPONSIBILITY  
 S – INDICATES SUPPORT RESPONSIBILITY  
 C – INDICATES COORDINATION RESPONSIBILITY

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**ATTACHMENT 4  
ANNEX ASSIGNMENTS**

<b>ANNEX</b>	<b>ASSIGNED TO:</b>
Annex A: Warning	Police, Emergency Management
Annex B: Communications	Police, Emergency Management
Annex C: Shelter & Mass Care	Recreation Department, CEM, SO
Annex D: Radiological Protection	Fire Districts & Emergency Management
Annex E: Evacuation	Police & Emergency Management
Annex F: Firefighting	Fire Department & Emergency Management
Annex G: Law Enforcement	Police
Annex H: Health and Medical Services	Public Health Officer & Emergency Management
Annex I: Public Information	Emergency Management
Annex J: Recovery	Emergency Management, Assessor and Building Department
Annex K: Public Works & Engineering	Engineer & Emergency Management
Annex L: Utilities	Utilities Division & Emergency Management
Annex M: Resource Management	Recreation Department Dept. & EM
Annex N: Direction & Control	BOCC, County Manager, EM
Annex O: Recreation Department	Recreation Department Director
Annex P: Hazard Mitigation	Emergency Manager
Annex Q: Hazardous Materials & Oil Spill Response	Fire Department & Emergency Management
Annex R: Search & Rescue	Police, Fire Department & EM
Annex S: Transportation	PW, School District & EM
Annex T: Donations Management	Recreation Department & EM
Annex U: Legal	City Attorney & EM
Annex V: Terrorist Incident Response	Police & EM

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**ATTACHMENT 5  
AGREEMENTS & CONTRACTS**

**Agreements**

Description:	Nevada Emergency Management Assistance Compact
Summary of Provisions:	Authorizes the use of county/city resources from other counties and cities
Officials Authorized to Implement:	City Council, City Manager, Emergency Manager
Costs:	Established between requesting agency and giving agency
Copies Held By:	Mesquite Emergency Management
Description:	Nevada Fire Mutual Aid Plan
Summary of Provisions:	Provides for use of fire department resources
Officials Authorized to Implement:	Fire Chiefs or designee
Costs:	Determined by Fire Departments Fee Schedules
Copies Held By:	Fire Department

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**ATTACHMENT 6**  
**NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) SUMMARY**

**A. BACKGROUND**

1. NIMS is a comprehensive, national approach to incident management that is applicable to all jurisdictional levels and across functional disciplines. This system is suitable across a wide range of incidents and hazard scenarios, regardless of size or complexity. It provides a flexible framework for all phases of incident management, as well as requirements for processes, procedures, and systems designed to improve interoperability.
2. NIMS is a multifaceted system that provides a national framework for preparing for, preventing, responding to, and recovering from domestic incidents.
3. Like ICS, NIMS is flexible, enabling systematic management of any type of emergency. NIMS is easily expandable for from small incidents to large emergency area-wide disasters, provides for standardization of response organization structures and procedures, ensures interoperability and compatibility of response equipment. These capabilities enable virtually agency or jurisdiction to join the emergency response effort. NIMS concepts and principals will be incorporated into the jurisdiction incident management policies at the strategic response level and within department/agency SOPs/OGs.

**B. COMPONENTS**

1. **Command and Management.** The incident management structures employed by NIMS can be used to manage emergency incidents or non-emergency events such as celebrations. The system works equally well for small incidents and large-scale emergency situations. The system has built-in flexibility to grow or shrink depending on current needs. It is a standardized system, so personnel from a variety of agencies and geographic locations can be rapidly incorporated into a common management structure.
  - a. **Incident Management System.** A system that can be used to manage emergency incidents or non-emergency events such as celebrations.
  - b. **Features of ICS**
    - 1) ICS has a number of features that work together to make it a real management system. Among the primary attributes of ICS are:

- a) **Common Terminology.** ICS requires the use of common terminology, such as the use of standard titles for facilities and positions within an organization, to ensure efficient and clear communications.
- b) **Organizational Resources.** All resources including personnel, facilities, major equipment, and supply items used to support incident management activities must be “typed” with respect to capability. This typing will minimize confusion and enhance interoperability.
- c) **Manageable Span of Control.** Span of control should ideally vary from three to seven. Anything less or more requires expansion or consolidation of the organization.
- d) **Organizational Facilities.** Common terminology is used to define incident facilities, the activities conducted at these facilities, and the organizational positions that can be found working there.
- e) **Use of Position Titles.** All ICS positions have distinct titles.
- f) **Reliance on an Incident Action Plan.** An Incident Action Plan is defined as a plan that contains general management objectives reflecting the overall incident strategy and specific action plans for the next operational period. The incident action plan, which may be verbal or written, is intended to provide supervisory personnel a common understanding of the situation and direction for future action. The plan includes a statement of objectives, organizational description, assignments, and support material such as maps. Written plans are desirable when two or more jurisdictions are involved, when state and/or federal agencies are assisting local response personnel, or there has been significant turnover in the incident staff. Incident Action Plans should incorporate the following key concepts:
  - (1) **Designation of measurable objectives.** Objectives identified in the Incident Action Plan should be clearly defined, quantifiable and measurable. Section Chiefs should ensure Unit Leaders assigned to complete the objectives are completing them in a timely manner.
  - (2) **Designation of Command and General Staff positions.** All appropriate EOC positions should be assigned and filled for each Operational Period.
  - (3) **Manageable Span of Control.** The optimum Span of Control for a manager is between three and seven individuals. Section Chiefs should not manage more than seven individuals during emergency operations.
  - (4) **Clear Chain of Command.** All EOC staff should know who they report to and should follow that chain of command for information or decision flow.

(5) ICS form 205 Communications Plan to ensure a common communications plan that can be used by all participants

(6) Use of plain language. Since non tactical personnel fill a number of EOC roles the use of plain language should be followed to reduce confusion.

g) Integrated Communications. Integrated communications includes interfacing disparate communications as effectively as possible, planning for the use of all available systems and frequencies, and requiring the use of clear text in communications.

h) Accountability. ICS is based on an orderly chain of command, check-in for all responders, and only one supervisor for each responder.

**c. Unified Command**

1) Unified Command is a variant of ICS used when there is more than one agency or jurisdiction with responsibility for the incident or when personnel and equipment from a number of different agencies or jurisdictions are responding to it. This might occur when the incident site crosses jurisdictional boundaries or when an emergency situation involves matters for which state and/or federal agencies have regulatory responsibility or legal requirements.

2) ICS Unified Command is intended to integrate the efforts of multiple agencies and jurisdictions. The major change from a normal ICS structure is at the top. In a Unified command, senior representatives of each agency or jurisdiction responding to the incident collectively agree on objectives, priorities, and an overall strategy or strategies to accomplish objectives; approve a coordinated Incident Action Plan; and designate an Operations Section Chief. The Operations Section Chief is responsible for managing available resources to achieve objectives. Agency and jurisdictional resources remain under the administrative control of their agencies or jurisdictions, but respond to mission assignments and direction provided by the Operations Section Chief based on the requirements of the Incident Action Plan.

**d. Area Command**

1) An Area Command is intended for situations where there are multiple incidents that are each being managed by an ICS organization or to oversee the management of large or multiple incidents to which several Incident Management Teams have been assigned. Area Command becomes Unified Area Command when incidents are multijurisdictional.

- 2) The organization of an Area Command is different from a Unified Command in that there is no operations section, since all operations are conducted on-scene, at the separate ICPs.

**e. Multiagency Coordination Systems.**

- 1) Multiagency coordination systems may be required for incidents that require higher level resource management or information management. The components of multiagency coordination systems include facilities, equipment, EOCs, specific multiagency coordination entities, personnel, procedures, and communications; all of which are integrated into a common framework for coordinating and supporting incident management.

**f. Public Information.**

- 1) The NIMS system fully integrates the ICS Joint Information System (JIS) and the Joint Information Center (JIC). The JIC is a physical location where public information staff involved in incident management activities can collocate to perform critical emergency information, crisis communications, and public affairs functions. More information on JICs can be obtained in the DHS *National Incident Management System Plan*, dated March 2004.
2. **Preparedness.** Preparedness activities include planning, training, and exercises as well as certification of response personnel, and equipment acquisition and certification. Activities would also include the creation of mutual aid agreements and Emergency Management Assistance Compacts. Any public information activities such as publication management would also be preparedness activities.
3. **Resource Management.** All resources, such as equipment and personnel, must be identified and typed. Systems for describing, inventorying, requesting, and tracking resources must also be established.
4. **Communications and Information Management.** Adherence to NIMS specified standards by all agencies ensures interoperability and compatibility in communications and information management.
5. **Supporting Technologies.** This would include any technologies that enhance the capabilities essential to implementing the NIMS. For instance, voice and data communication systems, resource tracking systems, or data display systems.

6. **Ongoing Management and Maintenance.** The NIMS Integration Center provides strategic direction and oversight in support of routine review and continual refinement of both the system and its components over the long term.

**C. Promotion and Encouragement for the Adoption of NIMS**

1. The follow groups are encouraged to adopt NIMS:
  - a. Associations
  - b. Critical Infrastructure
  - c. Utilities
  - d. Private Sector Incident Management Organizations
  - e. Non-governmental Organizations (NGO)
  - f. Local Departments and Agencies
  
2. The following methods should be used to encourage the adoption of NIMS.
  - a. Formal NIMS Training Programs
  - b. Meetings
  - c. E-mail and/or other electronic means
  - d. Table Top and Functional Emergency Operations Center Exercises
  - e. Other methods.



## City Council Regular Agenda Item 8.

---

### **Subject:**

Consideration of Approval of Resolution No. 903, adopting Supplemental No.1 to Interlocal Agreement (MES04A15) for the Virgin River Flood Wall between the City of Mesquite and the Clark County Regional Flood Control District.

- Public Comment
- Discussion and Possible Action

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### **Petitioner:**

Bill Tanner, Public Works Director

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### **Staff Recommendation:**

Recommend adoption of Resolution No. 903.

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### **Fiscal Impact:**

None

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### **Budgeted Item:**

Yes

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### **Background:**

On November 12, 2015, the Regional Flood Control District entered into an Interlocal contract with the City of Mesquite to provide funding for preliminary design engineering, design engineering, right-of-way, and environmental mitigation. Due to ongoing coordination with BLM and private property owners, the City of Mesquite requests an extension of time for the project.



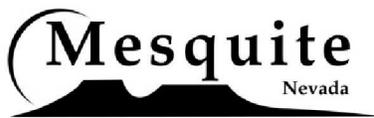
August 09, 2016

The Supplemental No 1 to the Interlocal Contract will extend the term of the contract for the project from July 30, 2016 to July 30, 2018.

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**Attachments:**

- Resolution No. 903
- Supplemental No. 1 Agreement (MES04A15)



**RESOLUTION NUMBER 903**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE ADOPTING SUPPLEMENTAL NO. 1 TO INTERLOCAL CONTRACT (MES04A15) FOR THE VIRGIN RIVER FLOOD WALL BETWEEN THE CITY OF MESQUITE AND THE CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT.**

**WHEREAS**, Nevada Revised Statutes Chapter 277.180 provides that two or more public agencies may enter into an 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**, on November 12, 2015, the Regional Flood Control District entered into an Interlocal contract with the City of Mesquite to provide funding for preliminary design engineering, design engineering, right-of-way, and environmental mitigation. Due to ongoing coordination with BLM and private property owners, the City of Mesquite requests an extension of time for the project; and

**WHEREAS**, the purpose of this contract supplemental No. 1 is to extend the term of the contract (MES04A15) for the project from July 30, 2016 to July 30, 2018; and

**NOW, THEREFORE, IT IS HEREBY RESOLVED**, by the Mayor and City Council of the City of Mesquite that Supplemental No. 1 to the Interlocal Contract (MES04A15) for the Virgin River Flood Wall between the City of Mesquite and Clark County Regional Flood Control District is adopted.

**PASSED, ADOPTED AND APPROVED** by the City Council of the City of Mesquite, Nevada on the 9<sup>th</sup> day of August, 2016.

**THE CITY OF MESQUITE, NEVADA:**

By: \_\_\_\_\_  
Allan S. Litman, Mayor

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Robert Sweetin, City Attorney

**ATTEST:**

By: \_\_\_\_\_  
Tracy E. Beck, City Clerk

SUPPLEMENTAL NO. 1 TO THE INTERLOCAL CONTRACT FOR  
VIRGIN RIVER FLOOD WALL

THIS SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 14th day of July, 2016 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT", and City of Mesquite, a political subdivision of the State of Nevada hereinafter referred to as "CITY".

**WITNESSETH**

**WHEREAS**, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements, and;

**WHEREAS**, the flood control improvements proposed herein are the same as those generally identified in the 2012 City of Mesquite Flood Control Master Plan Update as Structure(s) No.(s) VREC 0000, VREC 0028, VREC 0054, hereinafter referred to as "PROJECT"; and

**WHEREAS**, the PROJECT is identified and shown on the attached Exhibit "A"; and

**WHEREAS**, the PROJECT has been approved by the DISTRICT on its annual Ten Year Construction Program; and

**WHEREAS**, the District approved an Interlocal contract to provide funds for preliminary design, design, right-of-way and environmental mitigation; and

**WHEREAS**, it is necessary to extend the term of the contract for the Project; and

**WHEREAS**, the PROJECT has regional flood control significance and is located in the same hydrographic area as the Virgin River.

**NOW, THEREFORE**, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the CITY agree to supplement the Interlocal Contract approved November 12, 2015, as follows:

**SECTION III – GENERAL, paragraph 14 shall be changed to read as follows:**

14. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to July 30, 2018. The DISTRICT may, at any time thereafter, grant extensions or terminate this CONTRACT after thirty (30) days notice.

The remainder of the original Interlocal Contract remains unchanged.

**IN WITNESS WHEREOF**, this supplemental No.1 to the Interlocal Contract is hereby executed as of the date first set forth above.

Date of District Action:

REGIONAL FLOOD CONTROL DISTRICT

July 14, 2016

BY: Lawrence L. Brown III  
LAWRENCE L. BROWN, III, Chairman

ATTEST:

Deanna Hughes  
Deanna Hughes, Secretary

Approved as to Form:

BY: Christopher Figgins  
CHRISTOPHER FIGGINS  
Chief Deputy District Attorney

\*\*\*\*\*

Date of Council Action:

CITY OF MESQUITE

\_\_\_\_\_

\_\_\_\_\_

Allan S. Litman, Mayor

ATTEST

\_\_\_\_\_

Tracy E. Beck, City Clerk

APPROVED AS TO FORM

\_\_\_\_\_

Robert Sweetin, City Attorney



**LEGEND**

**—————** = PROPOSED REGIONAL FLOOD CONTROL FACILITY



**EXHIBIT "A"**  
 VIRGIN RIVER FLOOD WALL (MES04A15)  
 GENERAL LOCATION FOR PROPOSED FLOOD WALL STRUCTURE

DATE  
 JUNE 2016

SCALE  
 N.T.S.



## City Council Regular Agenda Item 9.

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### **Subject:**

Consideration of Approval of Resolution No. 904, adopting an Interlocal Contract (No. 911) between the City of Mesquite and the Regional Transportation Commission for maintenance and reconstruction of City of Mesquite Roads. - Possible Action

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### **Petitioner:**

Bill Tanner, Public Works Director

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### **Staff Recommendation:**

Recommendation is to approve Resolution No. 904, conditioned upon RTC Approval on August 11, 2016.

---

### **Fiscal Impact:**

\$ 900,000 to be funded by Regional Transportation Commission through Fuel Revenue Indexing Direct Distribution Funds Project # 063AJFTI

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### **Budgeted Item:**

Yes

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### **Background:**

This Interlocal Contract applies to improvements to existing roads within the City of Mesquite.

The improvements will include roadway rehabilitation such as: paving of dirt roadways, removal and replacement of failed pavement, or resurfacing of paved roads; drainage facilities; traffic control devices; and other

appurtenances as may be necessary for a complete and functional project.

The project includes, but is not limited to asphalt milling, grading, pulverizing and asphalt replacement of the following streets: Casa Grande Circle, Las Palmas Circle, Los Altos Circle, Mesa Boulevard, Palos Verdes Circle, Rancho Circle, East Sierra Vista Circle and West Sierra Vista Circle.

---

**Attachments:**

- Resolution No 904
- Interlocal Contract (No 911)



**RESOLUTION NUMBER 904**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE ADOPTING AN INTERLOCAL CONTRACT (NO 911) BETWEEN THE CITY OF MESQUITE (COM) AND REGIONAL TRANSPORTATION COMMISSION (RTC) FOR THE MAINTENANCE AND RECONSTRUCTION OF CITY OF MESQUITE ROADS LOCATED WITHIN THE CITY OF MESQUITE, NEVADA.**

**WHEREAS**, Nevada Revised Statutes Chapter 277.180 provides that two or more public agencies may enter into an 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**, a Project COM intends to perform construction inspection and construct roadway improvements for the City of Mesquite 2016 Street Reconstruction Project – Phase 1, hereinafter referred to as "PROJECT", being located wholly within the City of Mesquite, has been approved by the RTC; and

**WHEREAS**, the COM is requesting an Authorization to Proceed from RTC to commence construction for the PROJECT; and

**NOW, THEREFORE, IT IS HEREBY RESOLVED**, by the Mayor and City Council of the City of Mesquite that the Interlocal Agreement (No 911) between the City of Mesquite and Regional Transportation Commission is adopted.

**PASSED, ADOPTED AND APPROVED** by the City Council of the City of Mesquite, Nevada on the 9<sup>th</sup> day of August, 2016.

**THE CITY OF MESQUITE, NEVADA:**

By: \_\_\_\_\_  
Allan S. Litman, Mayor

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Robert Sweetin, City Attorney

**ATTEST:**

By: \_\_\_\_\_  
Tracy E. Beck, City Clerk

**INTERLOCAL CONTRACT  
2016 STREET RECONSTRUCTION PROJECT – PHASE I**

**THIS INTERLOCAL CONTRACT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Mesquite, a municipal corporation, hereinafter referred to as the “CITY” and the Regional Transportation Commission of Southern Nevada hereinafter referred to as “RTC”.

**WITNESSETH**

**WHEREAS**, a Project CITY intends to perform construction inspection and construct roadway improvements for City of Mesquite 2016 Street Reconstruction Project – Phase I, hereinafter referred to as “PROJECT”, being located wholly within the CITY, has been approved by the RTC; and

**WHEREAS**, the CITY is requesting an Authorization to Proceed from RTC to commence construction for the PROJECT; and

**NOW, THEREFORE**, in consideration of the covenants, conditions, agreements, and promises of the Parties hereto, the Parties agree to proceed as follows:

**SECTION I: SCOPE OF PROJECT**

This Interlocal Contract applies to improvements to existing roads within the City of Mesquite. The improvements will include roadway rehabilitation such as paving of dirt roadways, removal and replacement of failed pavement, or resurfacing of paved roads; drainage facilities; traffic control devices; and other appurtenances as may be necessary for a complete and functional project. The project includes, but is not limited to asphalt milling, grading, pulverizing and asphalt replacement of the following streets: Los Altos Circle, Casa Grande Circle, East Sierra Vista Circle, West Sierra Vista Circle, Palos Verdes Circle, Las Palmas Circle, Rancho Circle and Mesa Boulevard.

**SECTION II: PROJECT COSTS**

The RTC agrees to provide funding from CITY Fuel Revenue Indexing Direct Distribution Funds for PROJECT costs according to its policies, including but not limited to Section 6.1 REIMBURSABLE COSTS of the Policies and Procedures Manual of the RTC, incorporated herein by reference, and in accordance with the following:

1. The total PROJECT cost for construction shall not exceed \$900,000.00.
2. A written request must be made to the RTC and an additional supplemental interlocal contract approved to allow exceptions to the adopted policies and procedures of the RTC or the amount noted above prior to payment of any additional funds.

**SECTION III: GENERAL**

1. The title sheet of both the plans and specifications shall designate the RTC as the funding agency. If construction funds are provided by sources other than the RTC, the plans, contract documents, special provisions, and PROJECT signs shall also show the RTC as a funding agency.
2. Preliminary engineering, design and right-of-way engineering shall be performed by the CITY or by a consultant employed by the CITY.
3. The design, construction, right-of-way acquisition and contract administration of the PROJECT shall comply with the requirements as set forth in the current "Policies and Procedures" of the RTC.
4. The CITY's Department of Public Works has a policy, which effectively prohibits utility cuts through the pavement for a period of five years after the completion of a PROJECT.
5. Upon completion of the construction of the PROJECT, it shall be maintained by the CITY and no funding is provided by this Contract for such maintenance.
6. The PROJECT must be completed to the satisfaction of the RTC prior to current applicable completion date of July 1, 2017. The RTC may, at any time thereafter, grant time extensions or terminate this Contract and require all sums advanced to the CITY be repaid.
7. It is understood and agreed that the purpose of this Interlocal Contract is to fund the PROJECT as herein above set forth. It is further understood and agreed that the CITY is responsible for the design and construction of the PROJECT. The CITY will be responsible for the actions or inactions of its Officers and Employees. The RTC's sole responsibility is to facilitate funding for the PROJECT. The RTC disavows any responsibility for the actions or inactions of the CITY, its Officers, Employees, or agents.
8. Should the construction funds be provided by sources other than the RTC, the CITY will reimburse the RTC for a percentage of the preliminary engineering and design costs associated with other funding sources, as mutually agreed upon by the RTC and the CITY.

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**IN WITNESS WHEREOF**, this Interlocal Contract is effective as of the date first set forth above.

Date of Commission Action:

REGIONAL TRANSPORTATION COMMISSION

\_\_\_\_\_  
BY: \_\_\_\_\_  
LAWRENCE L. BROWN III, Chairman

Attest:

\_\_\_\_\_  
KELLY BACKMAN, Executive Secretary

Approved as to Form:

\_\_\_\_\_  
GREG GILBERT, Outside General Counsel, RTC

Date of Council Action:

CITY OF MESQUITE

\_\_\_\_\_  
BY: \_\_\_\_\_  
ALLAN S. LITMAN, Mayor

Attest:

\_\_\_\_\_  
TRACY E. BECK  
City Clerk

Approved as to Form:

\_\_\_\_\_  
ROBERT SWEETIN  
City Attorney



## City Council Regular Agenda Item 10.

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### **Subject:**

Consideration of Approval of Resolution 905, an Interlocal Agreement between Clark County and the City of Mesquite for SERC (State Emergency Response Commission) Grant.

- Public Comment
- Discussion and Possible Discussion

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### **Petitioner:**

Chief Kash Christopher, Mesquite Fire & Rescue

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### **Staff Recommendation:**

Approve Resolution 905 and the Interlocal Agreement between Clark County and the City of Mesquite for SERC (State emergency Response Commission) Grant.

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### **Fiscal Impact:**

Grant to be received is \$5,669

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### **Budgeted Item:**

No

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### **Background:**

The County has agreed to provide SERC/Operations, Planning Equipment funds administered by Clark County Office of Emergency Management and Homeland Security.



August 09, 2016

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**Attachments:**

Resolution 905  
Interlocal Agreement between Clark County and the City of Mesquite



## **RESOLUTION 905**

### **INTERLOCAL AGREEMENT BETWEEN CLARK COUNTY AND THE CITY OF MESQUITE FOR SERC (STATE EMERGENCY RESPONSE COMMISSION) GRANT**

**WHEREAS**, Clark County, Nevada (the "County"), has entered into a grant agreement with State of Nevada, State Emergency Response commission for participation in the FY 2017 State Emergency Response Commission ("SERC") grant award for the Operations, Planning, and Equipment Grant ("OPTE") grant funds; and

**WHEREAS**, the City of Mesquite (the "Subrecipient"), located at 10 East Mesquite Blvd., Mesquite, NV 89027 wishes to purchase "Atmospheric Monitors" to rapidly identify Hazardous materials during an incident: and

**WHEREAS**, the County has agreed to provide FY17 SERC/Operations, Planning Equipment (OPTE) funds (the "Funds") to the Subrecipient, such funding to be administered by Clark County Office of Emergency Management & Homeland Security (OEMHS), a division of the Fire Department of Clark County (County and Subrecipient referred collective as "the parties"), for its SERC/OPTE Grant as defined in Exhibit "A", "Expenditures Eligible for Reimbursement"; and

**WHEREAS**, the Subrecipient intends to use the funds to purchase a "Gas Monitors for preparing for a Hazardous Materials Incident"; and

**WHEREAS**, NRS 277.180 permits one or more public agencies to contract with any one or more public agencies to perform any governmental service, activity or undertaking that any of the public agencies entering into the contract is authorized to perform by law.

**NOW, THEREFORE, IT IS HEREBY RESOLVED**, by the Mayor and City Council of the City of Mesquite that the Interlocal Agreement between Clark County and the City of Mesquite is adopted.

**PASSED, ADOPTED AND APPROVED** by the City Council of the City of Mesquite, Nevada on the 9th day of August, 2016.

**THE CITY OF MESQUITE, NV**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Allan S. Litman, Mayor

\_\_\_\_\_  
Robert D. Sweetin, City Attorney

**ATTEST:**

\_\_\_\_\_  
Tracy E. Beck, City Clerk



# MEMORANDUM

Clark County Fire Department

To:	Kash Christopher, Fire Chief
From:	Karen Taylor, Grants Coordinator
Subject:	Signatures on Interlocal Agreement
Date:	July 18, 2016

**GREG CASSELL**  
FIRE CHIEF

**ERIK NEWMAN**  
SR. DEPUTY FIRE CHIEF

**KELLY BLACKMON**  
DEPUTY FIRE CHIEF

**JON KLASSEN**  
DEPUTY FIRE CHIEF

**JOHN STEINBECK**  
DEPUTY FIRE CHIEF

**ROY SESSION**  
DEPUTY FIRE CHIEF

**JEFF BUCHANAN**  
DEPUTY FIRE CHIEF

**SANDRA BAKER**  
ASST. FIRE CHIEF

**LARRY HAYDU**  
ASST. FIRE CHIEF

Chief Christopher;

Here is the Interlocal Agreement for the SERC OPTE grant. Please have the City Manager and yourself sign this agreement. There are three original documents all must be signed. When they are signed, two sets of these documents come back to me and you keep one for your records. I will also need you to send Mesquite's single audit to me. Please send them back to the following address;

Clark County Fire Department  
Karen Taylor  
575 E Flamingo Rd  
Las Vegas, Nv 89119

Let me know if you have any questions.

Thank you

**INTERLOCAL CONTRACT  
BETWEEN CLARK COUNTY AND  
THE CITY OF MESQUITE**

**WHEREAS, Clark County, Nevada (the "County"), has entered into a grant agreement with State of Nevada, State Emergency Response Commission for participation in the FY 2017 State Emergency Response Commission("SERC") grant award for the Operations, Planning, and Equipment Grant("OPTE")grant funds; and**

**WHEREAS, the City of Mesquite (the "Subrecipient"), located at 10 East Mesquite Blvd, Mesquite, Nv 89027 wishes to purchase "Atmospheric Monitors" to rapidly identify Hazardous Materials during an incidents" and**

**WHEREAS, the County has agreed to provide FY17 SERC/Operations, Planning, Equipment (OPTE) funds (the "Funds") to the Subrecipient, such funding to be administered by Clark County Office of Emergency Management & Homeland Security (OEMHS), a division of the Fire Department of Clark County (County and Subrecipient referenced collectively as "the parties"), for its SERC/OPTE Grant as defined in Exhibit "A", "Expenditures Eligible for Reimbursement"; and**

**WHEREAS, the Subrecipient intends to use the funds to purchase a "Gas Monitors for preparing for a Hazardous Materials Incident"; and**

**WHEREAS, NRS 277.180 permits one or more public agencies to contract with any one or more public agencies to perform any governmental service, activity or undertaking that any of the public agencies entering into the contract is authorized to perform by law.**

**NOW, THEREFORE, in accordance with NRS 277.180 and related regulations, the parties hereto agree as follows:**

- 1. OEMHS shall provide a maximum of FIVE THOUSAND SIX HUNDRED AND SIXTY-NINE DOLLARS (\$5,669.00) from fiscal year 2017 funds for the SERC/OPTE Grant Funds.**
- 2. Subrecipient agrees to use the funds to purchase the "Atmospheric Monitors to rapidly identify Hazardous Materials during an incidents" as set forth in Exhibit "A".**
- 3. Subrecipient will provide OEMHS with documentation supporting any and all requests for payment of expenses against the funds encumbered, and will provide any additional documentation requested by OEMHS that may be required in the administration of the grant funds.**
- 4. Regardless of any termination of this agreement, Subrecipient shall comply with all Federal laws and regulations associated with the receipt of the grant funds as a Subrecipient of such funds for the project identified in this Contract. See Exhibit "B" for State and Federal Assurances required under this Contract.**

5. **It is specifically understood and agreed by Subrecipient that OEMHS shall not be obligated to pay any monies to Subrecipient hereunder and hereafter in the event that such Federal funds for any reason are terminated or withheld from the County or are otherwise not forthcoming, and in such event, County may terminate this Contract.**
6. **This Contract shall take effect on the date of execution by both parties and shall continue in force and effect until terminated as delineated below:**
  - a. **This Contract shall be completed by June 30, 2017 an extension after the June 30, 2017 deadline must be requested in writing, to the Manager of OEMHS.**
  - b. **May be terminated by any party, for any reason with written notice of at least 60 days.**
7. **This Contract and its attachments constitute the entire understanding of the parties concerning the subject matter hereof. This contract may be amended solely by means of written amendment signed by both parties.**
8. **In the event the County desires to increase the amounts set forth in Section 1 and Exhibit A, subject to Subrecipient's consent to provide matching funds if necessary, the County, at its sole discretion, shall increase the aforesaid amounts of funding, and Subrecipient agrees that if such augmentation of the budgeted amounts occur, such new amounts shall be governed by all terms and conditions of this Interlocal Agreement as if such amounts were originally included in Section 1 and in Exhibit A.**
9. **Subrecipient shall agree to provide evidence of financial accountability. A copy of subrecipient's most recent single audit report (OMB Circular A-133) or a letter stating that subrecipient expended less than \$750,000 of Federal funds during the reporting period must be submitted to Clark County. Letters should be addressed to: Karen Taylor, Administrative Specialist, and Clark County Office of Emergency Management & Homeland Security.**

ENTERED INTO this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

ATTEST:

CLARK COUNTY

By: Lynn Marie Goya  
Lynn Marie Goya, County Clerk

By: Steve Sisolak  
Steve Sisolak, Chair  
Board of County Commissioners

Date: 2/16/16

Date: 2/16/16

APPROVED AS TO FORM:

By: Carolyn Campbell  
Carolyn Campbell, Deputy District Attorney

Date: 2/25/15

CITY OF MESQUITE

By: \_\_\_\_\_  
Tracy Beck,  
City Clerk

By: \_\_\_\_\_  
Allan Litman, Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Christopher Kash, Fire Chief

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Robert Sweetin, City Attorney

ENTERED INTO this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**ATTEST:**

**CLARK COUNTY**

By: \_\_\_\_\_  
Lynn Marie Goya, County Clerk

By: \_\_\_\_\_  
Steve Sisolak, Chair  
Board of County Commissioners

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Carolyn Campbell, Deputy District Attorney

Date: \_\_\_\_\_

**CITY OF MESQUITE**

By: \_\_\_\_\_  
Tracy Beck,  
City Clerk

By: \_\_\_\_\_  
Allan Litman, Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Kash Christopher, Fire Chief

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Robert Sweetin, City Attorney

**Exhibit "A"**

**EXPENDITURES ELIGIBLE FOR REIMBURSEMENT  
CITY OF MESQUITE  
FY17 SERC/OPTE GRANT**

City of Mesquite:

<b>Atmospheric Monitors</b>		<b>\$5,669.00</b>
<b>4-Draeger 5000</b>		
	<b>Total</b>	<b>\$ 5,669.00</b>
	<b>Total Requesting</b>	<b>\$ 5,669.00</b>

**(Continued)**  
**Exhibit "A"**

**CITY OF MESQUITE – FY 17 SERC/OPTE**

1. Clark County will provide **FIVE THOUSAND AND SIX HUNDRED AND SIXTY-NINE DOLLARS (5,669.00)** in fiscal year 2017 FY17, SERC/OPTE funding (the "funds"), to the City of Mesquite for Atmospheric Monitors to rapidly to identify Hazardous Materials during an incident.
2. Sub recipient will provide notice to Clark County Office of Emergency Management and Homeland Security of any program changes for which fiscal year 2017 SERC/OPTE Grant funding are allocated under the provisions of this interlocal agreement.

## EXHIBIT "B"

### LOCAL, STATE and FEDERAL ASSURANCES

#### Clark County Emergency Management & Homeland Security Financial and Project Activity Assurances

Upon acceptance of funding from the Clark County OEMHS the lead governmental unit hereby agrees to the following financial and project activity assurances governing the transfer of funds.

1. A quarterly Financial Report shall be submitted to Clark County Emergency Management & Homeland Security (OEMHS) no later than 15 days following the close of the quarter. Unless approved by Clark County OEMHS, late reports could delay reimbursement.
2. The final Financial Report must be submitted to Clark County OEMHS no later than 30 days following the end of the grant period. Unless approved by Clark County OEMHS, late reports could result in non-payment of final claim.
3. The Clark County OEMHS retains the right to terminate this contract for cause at any time before completion of the program when it has determined that the subgrantee has failed to comply with the conditions of this agreement.
4. Financial management must comply with the requirements of OMB Circulars A-102 or A-110, whichever is applicable to your organization.
5. All grant expenditures are to be reasonable and allowable in accordance with OMB Circular A-21, A-87 or A-122, whichever is applicable to your organization, and which are incorporated into this agreement by reference.
6. All grant expenditures are to be made in accordance with the interlocal contract. Modifications must be requested and approved in advance by submitting a Project Change Request form to Clark County OEMHS.
7. Grant revenue and expenditure records must be maintained and made available to the Clark County OEMHS for audit.
8. Subgrantees shall comply with the audit requirements of the Single Audit Act Amendment of 1986 and OMB Circular A-133, which is incorporated into this agreement by reference, to include the required submission of the most recent annual independent audit, as prescribed in sections 310 and 315 and section 320, paragraph f.
9. Subgrantees that are institutions of higher education, hospitals or other non-profit organizations shall comply with the audit requirements of OMB Circular A-110, Attachment F.
10. Required documentation for the performance of internal audits must be provided to the Clark County OEMHS within 30 days of request. Grant closeout is contingent upon OEMHS audit and resolution of any discrepancies
11. The subgrantee agency is required to submit quarterly financial and project activity reports to Clark County OEMHS. Due dates for those reports are as follows:

- January 15** - (for reporting period October 1 to December 31)
- April 15** - (for reporting period January 1 to March 30)
- July 15** - (for reporting period April 1 to June 30)

**October 15** - (for reporting period July 1 to September 30)

The reports should be completed in accordance with the following format and standards:

12. **Project Activity Report** – A narrative status report describing program accomplishments with respect to meeting stated objectives and completing the projects approved in the allocation of funding. The subgrantee activities should be reported for the quarter and for the cumulative period from the grant award date. Report can be done in a memo format.
13. **Quarterly Financial Reports** – Complete and submit a Quarterly Financial Report form for all expenditures funded by the grant. Include copies of invoices.
14. **Project Change Request** – Grant expenditures are authorized only for purchases and activities approved by the Homeland Security Commission under the grant application process. Any change in the project, needs to be submitted to Clark County OEMHS for submission to Homeland Security Grant Commission for approval.
15. **Equipment Inventory Form** – A completed Equipment Inventory Form is required with the final grant report.
17. Funds granted are to be expended for the purpose set forth in the grant award and in accordance with all applicable laws, regulations, policies, and procedures of the State of Nevada and the applicable federal granting agency.
18. No expenditures will be eligible for compensation if occurring after the term of the interlocal contract.
19. Any publication, invention, patent, photograph, negative, book, drawing, record, document, or other material prepared by the subgrantee in the performance of its obligations under this grant shall be the exclusive property of the State of Nevada and all such material shall be returned to the state upon completion or termination of this grant.
20. If this grant funds any form of written or visual material that identifies employees of DEM or Clark County Emergency Management & Homeland Security (OEMHS), prior approval must be obtained from the DEM and Clark County OEMHS before publishing or finalization.
21. The applicant assures the fiscal accountability of the funds received from the SERC will be managed and accounted for by the jurisdiction chief comptroller and internal control and authority to ensure compliance with County OEMHS documentation, record keeping, accounting, and reporting guidelines will reside with that individual.
22. The subgrantee shall neither assign, transfer nor delegate any rights, obligations or duties under this interlocal contract without prior approval of the Clark County OEMHS.
23. To the extent permitted by law the subgrantee will indemnify, save and hold the state, county, and its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this agreement by subgrantee or its agents or employees.
24. The applicant and its contractors will comply with the nondiscrimination requirements of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; and the American Disabilities Act of 1992.

- 25. The applicant will abide by audit requirements as specified in OMB Circular A-133, Audits of State and Local Governments as revised August 29, 1997.
- 26. The applicant fully understands Clark County OEMHS has the right to suspend or terminate grant funds to any sub-grantee that fails to conform to the requirements or the terms and conditions of its interlocal contract.

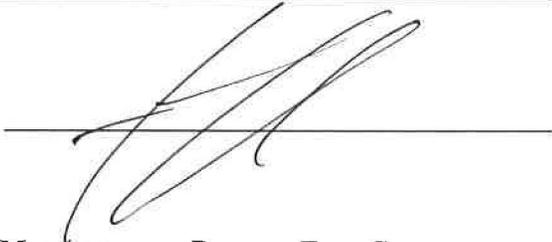
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**Signature below indicates knowledge of and willingness to comply with interlocal contract requirements.**

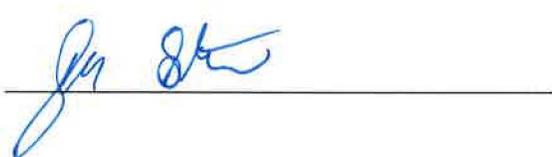
**GOVERNMENTAL UNIT (I.E., COUNTY COMMISSION, COUNTY MANAGER)**

NAME: STEVE SISOLAK TITLE: CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

SIGNATURE:  DATE: 2/16/16

**EMERGENCY MANAGEMENT DEPUTY FIRE CHIEF:**

NAME: JOHN STEINBECK TITLE: DEPUTY CHIEF

SIGNATURE:  DATE: 2-23-16

**Please return a copy of the signed assurances along with the Interlocal Contracts to:**

Clark County Emergency Management & Homeland Security  
Attn: Karen Taylor  
575 E. Flamingo Rd,  
Las Vegas, NV 89119



## City Council Regular Agenda Item 11.

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### **Subject:**

Consideration of Approval of Resolution 906, an Interlocal Agreement between Clark County Fire Department and the City of Mesquite for Urban Areas Security Initiative (USAI).

- Public Comments
- Discussion and Possible Action

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### **Petitioner:**

Chief Kash Christopher, Mesquite Fire & Rescue

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### **Staff Recommendation:**

Approve Resolution 906, an Interlocal Agreement between Clark County Fire Department and the City of Mesquite for Urban Areas Security Initiative (USAI).

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### **Fiscal Impact:**

Grant amount to be received is \$6,029

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### **Budgeted Item:**

No

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### **Background:**

These grant funds are with the State of Nevada , Department of Public Safety for the urban Area Security Initiative.

**Attachments:**

Resolution 906  
Interlocal Agreement between Clark County Fire Department and the City of  
Mesquite.



**RESOLUTION 906**

**INTERLOCAL AGREEMENT BETWEEN CLARK COUNTY FIRE DEPARTMENT AND THE CITY OF MESQUITE FOR URBAN AREA SECURITY INITIATIVE (USAI) GRANT.**

**WHEREAS**, Clark County, Nevada (the "County"), has entered into a grant agreement with State of Nevada, Department of Public Safety for participation in the 2015 Urban Area Security Initiative (USAI) Grant funds; and

**WHEREAS**, the City of Mesquite (the "Subrecipient"), located at 10 East Mesquite Blvd., Mesquite, NV 89027 will receive a Life-Size Icon Video Conference System; and

**WHEREAS**, the 2015 Urban Area Security Initiative (USAI) grant funds will purchase items listed in Exhibit "A" of the Interlocal Agreement, "Expenditures to be transferred to Subrecipient"; and

**WHEREAS**, NRS 277.180 permits one or more public agencies to contract with any one or more public agencies to perform any governmental service, activity or undertaking that any of the public agencies entering into the contract is authorized to perform by law.

**NOW, THEREFORE, IT IS HEREBY RESOLVED**, by the Mayor and City Council of the City of Mesquite that the Interlocal Agreement between Clark County and the City of Mesquite is adopted.

**PASSED, ADOPTED AND APPROVED** by the City Council of the City of Mesquite, Nevada on the 9th day of August, 2016.

**THE CITY OF MESQUITE, NV**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Allan S. Litman, Mayor

\_\_\_\_\_  
Robert D. Sweetin, City Attorney

**ATTEST:**

\_\_\_\_\_  
Tracy E. Beck, City Clerk

**INTERLOCAL AGREEMENT  
BETWEEN CLARK COUNTY FIRE DEPARTMENT AND  
THE CITY OF MESQUITE**

**WHEREAS, Clark County, Nevada (the "County"), has entered into a grant agreement with State of Nevada, Department of Public Safety for participation in the FY 2015 Urban Area Security Initiative(UASI) Grant funds; and**

**WHEREAS, the City of Mesquite (the "Subrecipient"), located at 10 East Mesquite Blvd, Mesquite, Nv 89027 will receive a LifeSize Icon Video Conference System.**

**WHEREAS, the 2015 Urban Area Security Initiative (UASI) grant funds will purchase items listed in Exhibit "A", "Expenditures to be transferred to Subrecipient."; and**

**WHEREAS, NRS 277.180 permits one or more public agencies to contract with any one or more public agencies to perform any governmental service, activity or undertaking that any of the public agencies entering into the contract is authorized to perform by law.**

**NOW, THEREFORE, in accordance with NRS 277.180 and related regulations, the parties hereto agree as follows:**

- 1. The County, though its Office of Emergency Management and Homeland Security, ("OEMHS") shall purchase and transfer the assets to Subrecipient purchased price of SIX THOUSAND AND TWENTY NINE DOLLARS (\$6,029.00) from fiscal year 2015 funds from the Urban Area Security Initiative (UASI) Grant Funds.**
- 2. Subrecipient will provide OEMHS with documentation supporting of transfer of this asset, and will provide any additional documentation requested by OEMHS that may be required in the administration of the grant funds.**
- 3. Regardless of any termination of this agreement, Subrecipient shall comply with all Federal laws and regulations associated with the assets purchased with the grant funds transferred to the Subrecipient for project identified in this Contract. See Exhibit "B" for State and Federal Assurances required under this Contract.**
- 4. It is specifically understood and agreed by Subrecipient that the County shall not be obligated to transfer these purchased assests to Subrecipient hereunder and hereafter in the event that such Federal funds for any reason are terminated or withheld from the County or are otherwise not forthcoming, and in such event, County may terminate this Contract.**
- 5. This Contract shall take effect on the date of execution by both parties and shall continue in force and effect until terminated as delineated below:**
  - a. This Contract shall be completed by December 31, 2016 and shall be deemed terminated on December 31, 2016.**
  - b. May be terminated by any party, for any reason with written notice of at least 60 days.**

**c. In accordance with Section 5 above.**

- 6. This Contract and its attachments constitute the entire understanding of the parties concerning the subject matter hereof. This contract may be amended solely by means of written agreement signed by both parties.**
- 7. Subrecipient shall agree to provide evidence of financial accountability. A copy of subrecipient's most recent single audit report (OMB 2 C.F.R. 200.500) or a letter stating that subrecipient expended less than \$750,000 of Federal funds during the reporting period must be submitted to Clark County. Letters should be addressed to: Karen Taylor, Administrative Specialist, and Clark County Office of Emergency Management & Homeland Security. The Subrecipient shall allow Clark County Office of Emergency Management and Homeland Security to monitor annually all activities relating to this funding to maintain compliance to all federal OMB requirements and state grant guidance.**
- 8. The County has purchased a one year maintenance agreement and one year Cloud subscription for this equipment. After that year the Subrecipient shall be responsible for the maintenance and the Cloud subscription for this equipment.**

ENTERED INTO this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

ATTEST:

CLARK COUNTY

By: Lynn Marie Goya  
Lynn Marie Goya, County Clerk

By: Steve Sisolak  
Steve Sisolak, Chair  
Board of County Commissioners

Date: 6/21/16

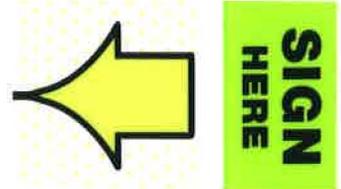
Date: 6/21/16

APPROVED AS TO FORM:

By: Carolyn Campbell  
Carolyn Campbell, Deputy District Attorney

Date: 7/11/16

CITY OF MESQUITE



By: \_\_\_\_\_  
Tracy Beck,  
City Clerk

By: \_\_\_\_\_  
Allan Litman, Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit "A"**

**ASSETS TO BE TRANSFERRED TO CITY OF MESQUITE  
FROM THE FY15 URBAN AREA SECURITY INITIATIVE GRANT  
CFDA#97.067**

City of Mesquite Fire and Rescue:

<b>LifeSize Icon 600 Video Conference System with fully Integrated HD audio Conference Phone with touch screen second Generation, 10X Zoom PTZ Camera</b>	<b>\$4,694.00</b>
<b>NEC 42" LED Display ML #E425</b>	<b>\$ 535.00</b>
<b>Lifesize Partner Assurance Maintenance Agreement One year</b>	<b>\$ 450.00</b>
<b>Installation Services</b>	<b>\$ 350.00</b>
<b>Total</b>	<b>\$ 6,029.00</b>

## **EXHIBIT "B"**

### **LOCAL, STATE and FEDERAL ASSURANCES**

#### **Clark County Emergency Management & Homeland Security Financial and Project Activity Assurances**

Upon acceptance of funding from the Clark County OEMHS the lead governmental unit hereby agrees to the following financial and project activity assurances governing the transfer of funds.

1. A quarterly Financial Report shall be submitted to Clark County Emergency Management & Homeland Security (OEMHS) no later than 15 days following the close of the quarter. Unless approved by Clark County OEMHS, late reports could delay reimbursement.
2. The final Financial Report must be submitted to Clark County OEMHS no later than 30 days following the end of the grant period. Unless approved by Clark County OEMHS, late reports could result in non-payment of final claim.
3. The Clark County OEMHS retains the right to terminate this contract for cause at any time before completion of the program when it has determined that the subgrantee has failed to comply with the conditions of this agreement.
4. Financial management must comply with the requirements of OMB 2 C.F.R. Part 200, whichever is applicable to your organization.
5. All grant expenditures are to be reasonable and allowable in accordance with OMB 2 C.F.R Part 200, whichever is applicable to your organization, and which are incorporated into this agreement by reference.
6. All grant expenditures are to be made in accordance with the interlocal contract. Modifications must be requested and approved in advance by submitting a Project Change Request form to Clark County OEMHS.
7. Grant revenue and expenditure records must be maintained and made available to the Clark County OEMHS for audit.
8. Subgrantees shall comply with the audit requirements of the Single Audit Act Amendment of 1986 and OMB 2 C.F.R. 200, which is incorporated into this agreement by reference, to include the required submission of the most recent annual independent audit.
9. Subgrantees that are institutions of higher education, hospitals or other non-profit organizations shall comply with the audit requirements of OMB 2 C.F.R 200.
10. Required documentation for the performance of internal audits must be provided to the Clark County OEMHS within 30 days of request. Grant closeout is contingent upon OEMHS audit and resolution of any discrepancies
11. The subgrantee agency is required to submit quarterly financial and project activity reports to Clark County OEMHS. Due dates for those reports are as follows:

- January 15** - (for reporting period October 1 to December 31)
- April 15** - (for reporting period January 1 to March 30)
- July 15** - (for reporting period April 1 to June 30)
- October 15** - (for reporting period July 1 to September 30)

The reports should be completed in accordance with the following format and standards:

12. **Project Activity Report** – A narrative status report describing program accomplishments with respect to meeting stated objectives and completing the projects approved in the allocation of funding. The subgrantee activities should be reported for the quarter and for the cumulative period from the grant award date. Report can be done in a memo format.
13. **Quarterly Financial Reports** – Complete and submit a Quarterly Financial Report form for all expenditures funded by the grant. Include copies of invoices.
14. **Project Change Request** – Grant expenditures are authorized only for purchases and activities approved by the Homeland Security Commission under the grant application process. Any change in the project, needs to be submitted to Clark County OEMHS for submission to Homeland Security Grant Commission for approval.
15. **Equipment Inventory Form** – A completed Equipment Inventory Form is required with the final grant report.
17. Funds granted are to be expended for the purpose set forth in the grant award and in accordance with all applicable laws, regulations, policies, and procedures of the State of Nevada and the applicable federal granting agency.
18. No expenditures will be eligible for compensation if occurring after the term of the interlocal contract.
19. Any publication, invention, patent, photograph, negative, book, drawing, record, document, or other material prepared by the subgrantee in the performance of its obligations under this grant shall be the exclusive property of the State of Nevada and all such material shall be returned to the state upon completion or termination of this grant.
20. If this grant funds any form of written or visual material that identifies employees of DEM or Clark County Emergency Management & Homeland Security (OEMHS), prior approval must be obtained from the DEM and Clark County OEMHS before publishing or finalization.
21. The applicant assures the fiscal accountability of the funds received from the SERC will be managed and accounted for by the jurisdiction chief comptroller and internal control and authority to ensure compliance with County OEMHS documentation, record keeping, accounting, and reporting guidelines will reside with that individual.
22. The subgrantee shall neither assign, transfer nor delegate any rights, obligations or duties under this interlocal contract without prior approval of the Clark County OEMHS.
23. To the extent permitted by law the subgrantee will indemnify, save and hold the state, county, and its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this agreement by subgrantee or its agents or employees.

24. The applicant and its contractors will comply with the nondiscrimination requirements of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; and the American Disabilities Act of 1992.
25. The applicant will abide by audit requirements as specified in OMB 2 CFR 200 as applicable.

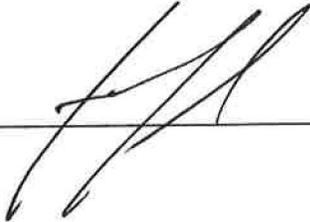
**Signature below indicates knowledge of and willingness to comply with interlocal contract requirements.**

**GOVERNMENTAL UNIT (I.E., COUNTY COMMISSION, COUNTY MANAGER)**

NAME: STEVE SISOLAK

TITLE: CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

SIGNATURE: \_\_\_\_\_



DATE: 6/21/16

**EMERGENCY MANAGEMENT DEPUTY FIRE CHIEF:**

NAME: JOHN STEINBECK

TITLE: DEPUTY FIRE CHIEF

SIGNATURE: \_\_\_\_\_



DATE: 7-8-16

**Please return a copy of the signed assurances along with the Interlocal Contracts to:**

Clark County Emergency Management & Homeland Security  
Attn: Karen Taylor  
575 E. Flamingo Rd,  
Las Vegas, NV 89119



August 09, 2016

## City Council Regular Agenda Item 12.

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**Subject:**

Mayor's Comments

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**Petitioner:**

Andy Barton, City Manager

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**Staff Recommendation:**

None

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**Fiscal Impact:**

None

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**Budgeted Item:**

No

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**Background:**

None

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**Attachments:**

None



August 09, 2016

## City Council Regular Agenda Item 13.

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**Subject:**

City Council comments and Staff Reports

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**Petitioner:**

Andy Barton, City Manager

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**Staff Recommendation:**

None

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**Fiscal Impact:**

None

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**Budgeted Item:**

No

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**Background:**

None

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**Attachments:**

None



## City Council Regular Agenda Item 14.

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### **Subject:**

Consideration of the Adoption of Bill No. 502 (Medical Marijuana Separation Requirements) as Ordinance No. 502 to amend Mesquite Municipal Code Section 9-15-8 Location Restrictions and Section 9-8-8 Separation Requirements by inserting language to exempt schools, community facilities, and residential zones, from the separation requirements if they knowingly choose to locate closer to existing medical marijuana establishments.

- Public Hearing
- Discussion and Possible Action

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### **Petitioner:**

Richard Secrist, Development Services Director

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### **Staff Recommendation:**

Adopt Bill No. 502 as Ordinance No. 502 - Medical Marijuana Separation Requirements.

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### **Fiscal Impact:**

None

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### **Budgeted Item:**

No

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### **Background:**

On August 5, 2014 the City Council approved Ordinance No. 484 establishing zoning regulations for Medical Marijuana Facilities. These regulations included location restrictions or separation requirements from public or private schools, churches, community facilities, and residential zones.

City staff recently met with MLF Receiverships, Inc. regarding the Barcelona Partners properties. They've been tasked by the Courts to market the properties and pay off creditors. As a part of our discussions, they asked what the properties at 195 Willis Carrier Canyon were being used for. Staff explained that that is where Deep Roots Medical LLC operates its medical marijuana establishments. Hearing that, the next question asked was, "are there required distance separations from things like schools, churches, etc.?"

Staff explained the location restrictions, generally, and we discussed the impact these may have on some of the Barcelona Partners parcels nearby. In light of the questions raised about the impact of these requirements on surrounding residential and commercial properties, staff has reviewed again the language of 9-15-8. In hind-sight now, it appears there may be some loop-holes and inconsistent language staff hopes to correct with this amendment.

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**Attachments:**

Staff Memo  
Bill 502



**TO:** Honorable Mayor and City Council

**FROM:** Richard Secrist, Development Services Director

**DATE:** July 8, 2016

**SUBJECT:** Consideration of the introduction of Bill No. 502 (Medical Marijuana Separation Requirements) to amend Mesquite Municipal Code Section 9-15-8 Location Restrictions and Section 9-8-8 Separation Requirements by inserting language to exempt schools, community facilities, and residential zones, from the separation requirements if they knowingly choose to locate closer to existing medical marijuana establishments.

### Recommendation

Introduce Bill No. 502 as Ordinance No. 502, and set the public hearing for August 9, 2016.

### Background

On August 5, 2014 the City Council approved Ordinance No. 484 establishing zoning regulations for Medical Marijuana Facilities. These regulations included location restrictions or separation requirements from public or private schools, churches, community facilities, and residential zones.

City staff recently met with MLF Receiverships, Inc. regarding the Barcelona Partners properties. They've been tasked by the Courts to market the properties and pay off creditors. As a part of our discussions, they asked what the properties at 195 Willis Carrier Canyon were being used for. Staff explained that that is where Deep Roots Medical LLC operates its medical marijuana establishments. Hearing that, the next question asked was, "are there required distance separations from things like schools, churches, etc.?"

Staff explained the location restrictions, generally, and we discussed the impact these may have on some of the Barcelona Partners parcels nearby.

### Key Facts

- A. All medical marijuana establishments must be located a distance of at least 1,000 feet from any of the following land uses:
  1. Public or private schools (grades K-12)
  2. Community Facilities as defined in MMC 9-15-3.
  3. This distance limitation does not apply to a church or synagogue that is located in an industrial zone.
  
- B. All medical marijuana dispensaries must be located a distance of at least 300 feet from a Residential Zone Boundary Line. The foregoing distance requirement may be waived through the conditional use permit only if it can be shown by clear and convincing evidence by the applicant that a waiver of such distance requirements will not

compromise the general intent of this code to protect the public health, safety, and general welfare of the citizens of the city.

**COMMUNITY FACILITY:** Any of the following: a facility that provides daycare to children, a public park, a playground, a public swimming pool, a center or facility which provides recreational opportunities or services to children or adolescents, a church, synagogue, or other building, structure or place used for religious worship or other religious purposes.

## Analysis

The intent of the location requirements for Medical Marijuana establishments is to protect the health, safety, and general welfare of the citizens of the city. It is also the intent to not draw attention to such facilities by placing them in less visible areas away from the more heavily trafficked destinations.

The separation from schools, churches, parks etc. is an affirmative requirement on those seeking to locate MMEs in the community. But what about those seeking to locate schools, churches, parks within those separation limits established by code? Do they get denied because of the existence of an MME in close proximity to their proposed location? And what impact would that have on the value of properties seeking to develop around such facilities?

These are the types of questions now being asked by those seeking to market foreclosed properties around the Deep Roots Medical Establishment.

MMC 9-15-8 partially addresses this question in sub-section A.3. where it states, "This distance limitation does not apply to a church or synagogue that is located in an industrial zone." In other words, MMEs are an allowed use in the Light Industrial Zone and if a church locates in this zone, it does so knowing that these types of facilities may exist. And the church's presence should not disqualify someone from applying for permits for a Medical Marijuana establishment.

Similar language exists in MMC 9-8-8-3 Separation of Liquor License Buildings from Public Facilities. The second line under sub-section (A) states, "This liquor license distance limitation does not apply to a church that is located in a commercial or hotel/tourist zone.

In light of the questions raised about the impact of these requirements on surrounding residential and commercial properties, staff has reviewed again the language of 9-15-8. In hindsight now, it appears there may be some loop-holes and inconsistent language.

### **Exemption for Churches in IR-1 Zone**

Does the exemption from the separation requirement of churches in an industrial zone go far enough? What about those seeking to locate schools, churches, parks, pools, child daycare centers, within those separation limits established by code? Particularly those community facilities not in an Industrial zone, but those wanting to locate in nearby residential and commercial zones? Or what about other community facilities besides churches, wanting to

locate in industrial zones? The fact the distance separations are imposed on MMEs does not mean that such distance separations need be imposed on schools, churches, community facilities wishing to accept closer proximity. But if such facilities are allowed to locate closer to existing MMEs, that also should not mean that the MMEs have to move, or that they are now treated as “non-conforming uses.”

### **Method of Measurement for Distance Separation**

Under the existing rule, the measurement is taken from the nearest point on the property lines of the land use parcels in question. This is a different method of measurement than that found in MMC 9-8-8-3 for liquor license establishments. There the measurement is taken from the entry door of the prospective liquor establishment to the entry door of the nearest church, school, or other community facility.

To avoid future confusion, staff believes the method of measurement should be the same for both types of separation requirements. Therefore, staff is suggesting MMC 9-15-8 and MMC 9-8-8-1 be amended.

### **Previous Council Action**

On June 15, 2016 the City Council Approved (4-1 Hafen) Bill No. 500 by amending the business license hours of operation and security video storage requirements for Medical Marijuana Facilities.

On July 14, 2015 the City Council Approved (4-1 Hafen ) Bill No. 493 by amending the business license fees for Medical Marijuana Facilities.

On November 25, 2015 the City Council Approved (3-1, Hafen ) Conditional Use Permit Nos. 5, 6, & 7 for Deep Roots Medical Cultivation, Production, and Dispensary Facilities.

On August 5, 2014 the City Council Approved (4-1, Hafen ) Bill Nos. 484 & 485 adopting Zoning and Business License regulations for Medical Marijuana Facilities.



BILL NO. 502  
ORDINANCE NO. 502

INTRODUCTION OF BILL NO. 502 (MEDICAL MARIJUANA SEPARATION REQUIREMENTS) TO AMEND MESQUITE MUNICIPAL CODE SECTION 9-15-8 LOCATION RESTRICTIONS AND SECTION 9-8-8 SEPARATION REQUIREMENTS BY INSERTING LANGUAGE TO EXEMPT SCHOOLS, COMMUNITY FACILITIES, AND RESIDENTIAL ZONES, FROM THE SEPARATION REQUIREMENTS IF THEY KNOWINGLY CHOOSE TO LOCATE CLOSER TO EXISTING MEDICAL MARIJUANA ESTABLISHMENTS.

WHEREAS, it is reasonable and appropriate to amend the Mesquite Municipal Code from time to time; and

WHEREAS, the Nevada Legislature has granted to the governing body (City Council) authority to prepare and adopt business license regulations (NRS 268.095); and

WHEREAS, In November 2000, Nevada voters passed an initiative amending Article 4 of the Nevada Constitution to allow the use of marijuana for medical purposes; and

WHEREAS, Senate Bill 374, now codified in Nevada Revised Statutes 453A, which allows for the creation of medical marijuana establishments in Nevada was passed by the State Legislature during the 77<sup>th</sup> Legislative Session; and

WHEREAS, on August 5, 2014 the City Council adopted Ordinance 485 to provide access to medical marijuana to patients within the City of Mesquite consistent with the provisions of Nevada Revised Statutes 453A; and

WHEREAS, regulation and licensing of medical marijuana establishments is necessary to protect the safety and welfare of the patients and citizens of the city of Mesquite; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MESQUITE AS FOLLOWS:

**SECTION 1:** Section 9-15-8 is hereby amended to modify location restrictions:

**9-15-8: MEDICAL MARIJUANA ESTABLISHMENT LOCATION RESTRICTIONS:**

A. All medical marijuana establishments must be located a distance of at least one thousand feet (1,000') from any of the following existing land uses:

1. Public or private schools (grades K-12).
2. Community facilities as defined in this chapter.
3. This distance limitation does not apply to any school or community facility ~~church or~~

~~synagogue that is located in an industrial zone~~ whose owners / operators sign a disclosure statement acknowledging that they are moving to a location within 1,000 feet of an existing Medical Marijuana Establishment.

- B. All medical marijuana dispensaries must be located a distance of at least three hundred feet (300') from the closest residential dwelling ~~a residential zone boundary line~~. The foregoing distance requirement may be waived through the conditional use permit only if it can be shown by clear and convincing evidence by the applicant that a waiver of such distance requirements will not compromise the general intent of this code to protect the public health, safety, and general welfare of the citizens of the city.
- C. These separation requirements in subsections A and B of this section shall be measured by a straight line in all directions, without regard to intervening structures or objects, ~~from the nearest point on the property lines of the land use parcels in question~~ the entry door of the prospective medical marijuana establishment to the entry door of the nearest church, school, community facility, and residential dwelling. (Ord. 484, 8-5-2014, eff. 8-26-2014)

**SECTION 2:** Section 9-8-8 is hereby amended by adding separation requirements for Medical Marijuana Establishments:

**9-8-8-1: PURPOSE AND INTENT OF SEPARATION AND DISTANCE REQUIREMENTS:**

- A. The city council declares that this liquor license and medical marijuana license distance requirements section is an exercise of the regulatory powers delegated to the council by the state of Nevada pursuant to Nevada Revised Statutes 268.090, and Nevada Revised Statutes 453A inter alia.
- B. The public health, safety, morals and welfare of the inhabitants of the city require the regulation and control of all persons engaged in the businesses of alcoholic liquor and medical marijuana sales. All such persons as defined in [Title 2, Chapter 4](#) and Chapter 14 of this code shall be licensed and controlled so as to protect the public health, safety, morals, good order and general welfare of the inhabitants of the city and to safeguard the public. (Ord. 402, 7-8-2008, eff. 7-31-2008)

**9-8-8-2: SEPARATION OF LICENSEES:**

- A. No tavern or off-sale liquor license shall be issued in the city unless the entry door of the prospective business is located one thousand feet (1,000'), in a direct line, from the entry door of the nearest existing business holding a tavern license or off-sale license. This distance limitation does not apply to a resort hotel as defined in Nevada Revised Statutes 463.01865 or as may be amended or renumbered from time to time, and a commercial business containing thirty thousand (30,000) square feet or more of floor space.
- B. No tavern liquor license or medical marijuana dispensary license shall be issued in the city unless the entry door of the prospective business is located one thousand feet (1,000'), in a direct line, from the entry door of the nearest existing business holding a sexually oriented business license. (Ord. 402, 7-8-2008, eff. 7-31-2008)

**9-8-8-3: SEPARATION OF LIQUOR LICENSE BUILDINGS FROM PUBLIC FACILITIES:**

- A. No tavern or off-sale liquor license shall be issued in the city unless the entry door of the prospective liquor license building is located one thousand feet (1,000'), in a direct line, from the entry door of the nearest church or school. This liquor license distance limitation does not apply to a church that is located in a commercial or hotel/tourist zone.
- B. A liquor license business shall not be located in any zone classified residential. (Ord. 402, 7-8-2008, eff. 7-31-2008)

**9-8-8-4: SEPARATION OF MEDICAL MARIJUANA ESTABLISHMENT LICENSE BUILDINGS FROM PUBLIC FACILITIES:**

- A. No medical marijuana establishment license shall be issued in the city unless the entry door of the prospective medical marijuana license building is located one thousand feet (1,000'), in a direct line, from the entry door of the nearest church, school, or other community facility. This medical marijuana license distance limitation does not apply to any church, school or community facility whose owners / operators sign a disclosure statement acknowledging that they are moving to a location within 1,000 feet of an existing medical marijuana establishment.
- B. All medical marijuana dispensaries must be located at least three hundred (300) feet from the closest residential dwelling.

**SECTION 3:** If any section, paragraph, clause or provision of this ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall in no way affect remaining provisions of this ordinance.

**SECTION 4:** All ordinances, parts of ordinances or chapters, sections or paragraphs contained in the Mesquite Municipal Code in conflict herewith are hereby repealed.

**SECTION 5:** The City Council finds that this ordinance is not likely to impose a direct and significant economic burden upon a business or directly restrict the formation, operation or expansion of a business, or is otherwise exempt from Nevada Revised Statutes Chapter 237.

**SECTION 6:** This ordinance shall become effective twenty (20) days after its publication once by title in a newspaper qualified pursuant to provisions of Chapter 238 of NRS, as amended from time to time.

**SECTION 7:** The City Clerk shall cause this ordinance to be published once immediately following its adoption, by title, in a newspaper qualified pursuant to provisions of Chapter 238 of NRS, as amended from time to time.

PASSED, ADOPTED, AND APPROVED this 9th day of August, 2016.

By: \_\_\_\_\_  
Allan S. Litman, Mayor

ATTEST:

BY: \_\_\_\_\_  
Tracy Beck, City Clerk

AYE:

NAY:

ABSTAIN:

PUBLICATION DATE:

EFFECTIVE DATE:

Approved as to Form

By: \_\_\_\_\_  
Robert Sweetin, City Attorney





## City Council Regular Agenda Item 15.

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**Subject:**

Approval for an emergency hire for a full time Police Officer

- Public Comment
- Discussion and Possible Action

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**Petitioner:**

Troy Tanner, Chief of Police

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**Staff Recommendation:**

Approve an emergency hire for a full time Police Officer

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**Fiscal Impact:**

Salary \$86,584.40 - Funded out of the General Mesquite Police Fund.

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**Budgeted Item:**

No

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**Background:**

See Attachment.

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**Attachments:**

Information in Support of an additional Police Officer

## MPD increases for 2016

### 6 month comparison

- MPD arrests up: **41%**
  - (486) compared to (344)
- MPD criminal charges filed up: **32%**
  - (784) compared to (593)
- 
- Fraud investigations up: **212%**
  - (81) compared to (26)
- Graffiti investigations up: **240%**
  - (17) compared to (5)
- Thefts from motor vehicles up: **107%**
  - (29) compared to (14)
- Juvenile problem investigations up: **88%**
  - (135) compared to (72)
- Drug investigations up: **51%**
  - (110) compared to (73)
- Drug arrests up: **55%**
  - (149) compared to (96)
- Assault / Battery investigations up: **36%**
  - (34) compared to (25)
- Traffic Accidents up: **18%**
  - (167) compared to (141)
- Alcohol related offenses up: **17%**
  - (116) compared to (99)
- Domestic calls / investigations up: **18%**
  - (47) compared to (40)
- Noise disturbance investigations up: **20%**
  - (98) compared to (82)
- DUI investigations up: **11%**
  - (52) compared to (47)



## City Council Regular Agenda Item 16.

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### **Subject:**

Consideration of the Adoption of Bill 504 as Ordinance 504 amending Title 1 of the Mesquite Municipal Code "Administration"; amending Chapter 8 "Elections and Districts"; amending Section 19 "Primary and General Elections"; and other matters properly related thereto.

- Public Hearing
- Discussion and Possible Action

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### **Petitioner:**

Robert Sweetin, City Attorney

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### **Staff Recommendation:**

Adopt Bill 504 as Ordinance 504 amending Title 1 of the Mesquite Municipal Cod "Administration", amending Chapter 8 "Elections and Districts", amending Section 19 "Primary and General Elections".

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### **Fiscal Impact:**

None

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### **Budgeted Item:**

No

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### **Background:**

None

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August 09, 2016

**Attachments:**

Bill 504 as Ordinance 504

**BILL NO. 504**  
**ORDINANCE NO. 504**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MESQUITE, NEVADA, AMENDING TITLE 1 OF THE MESQUITE MUNICIPAL CODE “ADMINISTRATION”; AMENDING CHAPTER 8 “ELECTIONS AND DISTRICTS”; AMENDING SECTION 19 “PRIMARY AND GENERAL ELECTIONS”; AND OTHER MATTERS PROPERLY RELATED THERETO.

**WHEREAS**, the City of Mesquite may set its own standards to carry elections into effect pursuant to NRS 293C.110; and

**WHEREAS**, the City of Mesquite City Council is charged with declaring the results of an election canvass pursuant to NRS 293C.387; and

**WHEREAS**, the City of Mesquite desires that the will of the electorate be clear; and

**WHEREAS**, the City of Mesquite desires that the will of the electorate be followed; and

**WHEREAS**, the City of Mesquite desires to avoid contested election results;

**NOW, THEREFORE**, the City Council of the City of Mesquite, Nevada, does ordain:

**Section 1:** Mesquite Municipal Code Title 1, Chapter 8, Section 19, is hereby amended to read as follows:

A. CITY PRIMARY AND GENERAL ELECTIONS: City Primary or General Elections shall comply with the notice requirements of Nevada Revised Statutes section 293C.175(2), as amended from time to time.

1. City primary elections shall be held on the second Tuesday in June before the general election in each even numbered year pursuant to Nevada Revised Statutes section 293.175, as amended from time to time.

2. City general elections shall be held on the first Tuesday after the first Monday of November in each even numbered year pursuant to Nevada Revised Statutes section 293.12755, as amended from time to time.

## B. PRIMARY ELECTION RESULTS:

1. If, in a primary city election, a candidate receives votes equal to or greater than a majority of the voters participating in the primary election, that candidate shall be declared elected to the office and the candidate's name must not be placed on the ballot for the general city election. This provision shall apply without regard to whether the election is a multi-seat or multi-office, at-large election.
2. Except as otherwise provided in subsection 3, if in a primary city election, a candidate does not receive votes equal to a majority of the voters participating in the primary election, the names of the two candidates receiving the highest number of votes must be placed on the ballot for the general city election.
3. In a multi-seat or multi-office, at-large primary city election, candidates not declared elected to the office shall be placed on the ballot for the general city election in the following manner: two candidates per seat or office that is available after those elected pursuant to subsection 1, if any, are accounted for. The candidates shall be advanced to the general election according to the number of votes received. Candidates receiving the highest number of votes, but not declared elected, shall be advanced to the general election until each available seat or office has two candidates to be placed on the general election ballot.

## C. DEFINITIONS: The following definitions shall be applied to this section.

1. Multi-seat or multi-office, at-large election: An election where more than one office or seat is available, and all electors within the City of Mesquite cast votes upon all eligible candidates for those offices, without regard to wards, districts or other election boundaries.
2. Candidate: A candidate for any elected seat or office or position of public trust with the City of Mesquite.
3. Majority of Voters: One-half the total voter turnout number as determined by the Statement of Vote released by Clark County following the election, rounded up, plus one.
4. Office: Each and every seat of responsibility or trust that a person may be elected to.

**Section 2:** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**Section 3:** The City Clerk is instructed and authorized to publish the title to this ordinance as provided by law.

**Section 4:** This ordinance shall become effective upon passage, approval and publication.

**Section 5:** The provisions of this ordinance shall be liberally construed to effectively carry out its purpose in the interest of the public health safety, welfare and convenience.

**Section 6:** If any subsection, phrase, sentence or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions.

**Section 7:** The City Council finds that this ordinance is not likely to impose a direct and significant economic burden upon a business or directly restrict the formation, operation or expansion of a business, and complies with Nevada Revised Statutes Chapter 237.

PASSED, ADOPTED, AND APPROVED this \_\_\_ day of \_\_\_\_\_, 2016.

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

Allan S. Litman, Mayor

ATTEST:

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

Tracy E. Beck, City Clerk

AYE:

NAY:

ABSTAIN:

PUBLICATION DATE:

EFFECTIVE DATE:

Approved as to Form

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

Robert D. Sweetin, City Attorney



## City Council Regular Agenda Item 17.

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### **Subject:**

Presentation on exploration of adopting a City Charter, Process and Procedures, and other matters properly related thereto.

- Public Comment
- Discussion and Possible Action

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### **Petitioner:**

Bob Sweetin, City Attorney

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### **Staff Recommendation:**

N/A

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### **Fiscal Impact:**

N/A (at this point).

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### **Budgeted Item:**

No

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### **Background:**

The City of Mesquite is a General Law City. This means that it operates under the dictates of the State Legislature and the City's power to create and pass ordinances and resolutions. The City of Mesquite may adopt a Charter if certain requirements are met.

Other General Law Cities include: Ely (Pop. 4,262), Fallon (Pop. 8,390), Fernley (19,193), Lovelock (Pop. 1,958), West Wendover (Pop. 4,498), and Winnemucca (Pop. 8,002).



August 09, 2016

Every other City in Nevada is a Charter City, including: Las Vegas, Henderson, Boulder City, Reno, Sparks, North Las Vegas, Elko, Wells, Yerington, Caliente and Carlin.

The presentation will propose the benefits of adopting a city charter, the legal process of adopting a charter and options moving forward.

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**Attachments:**

Presentation



August 09, 2016

## City Council Regular Agenda Item 18.

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**Subject:**

Public Comments

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**Petitioner:**

Andy Barton, City Manager

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**Staff Recommendation:**

None

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**Fiscal Impact:**

None

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**Budgeted Item:**

No

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**Background:**

None

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**Attachments:**

None



August 09, 2016

## City Council Regular Agenda Item 19.

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**Subject:**

Adjournment

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**Petitioner:**

Andy Barton

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**Staff Recommendation:**

None

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**Fiscal Impact:**

None

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**Budgeted Item:**

No

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**Background:**

None

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**Attachments:**

None