



Mesquite City Council
Regular Meeting
Mesquite City Hall
10 E. Mesquite Blvd.
Tuesday, August 23, 2016 - 5:00 PM

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

Ceremonial Matters

- INVOCATION
- PLEDGE OF ALLEGIANCE

Public Comments

During the Public Comment portion of the agenda comments must be limited to matters within the authority and jurisdiction of the City Council. Items raised under this portion of the Agenda cannot be deliberated or acted upon until the notice provisions of the Nevada Open Meeting Law have been met. If you wish to speak to the City Council at this time, please step up to the podium and clearly state your name. Comments are limited to 3 minutes in length.

1. Public Comment

Consent Agenda

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

2. Consideration of approval of:
 - a) Notification of Budget Transfers
 - b) Notification of Budget Amendments
 - c) Notification of Bills Paid

- d) Purchase Orders
 - Public Comment
 - Discussion and Possible Action

- 3. Consideration of Approval of the August 23, 2016 Regular City Council Meeting Agenda, the July 26, 2016 Regular City Council Meeting minutes and the August 2, 2016 Technical Review Meeting minutes.
 - Public Comment
 - Discussion and Possible Action

Special Items

- 4. Wes Henderson, Nevada League of Cities will make a presentation providing an update on NLC activities.
 - Presentation
 - Public Comment
 - Discussion and Possible Action
- 5. Presentation on exploration of adopting a City Charter, Process and Procedures, and other matters properly related thereto.
 - Public Comment
 - Discussion and Possible Action
- 6. Presentation by the Transportation Resource Advisory Committee and Community collaboration (TRAC) summarizing a report on regional roadway planning and funding priorities and recommendations to consider for Southern Nevada.

TRAC Facilitator Thom Reilly will hare the committee's findings and recommendations with the City of Mesquite and Council

 - Presentation
 - Public Comment
 - Discussion and Possible Action

Resolutions & Proclamations

7. Consideration of approval of Resolution 907, a Memorandum of Understanding between the City of Mesquite and the MPOA.
 - Public Comment
 - Discussion and Possible Action

Department Reports

8. Mayor's Comments
9. City Council and Staff Reports

Administrative Items

10. Consideration of Approval of the Mesquite Airport Perimeter Fencing Design and Environmental FAA Grant.
 - Public Comments
 - Discussion and Possible Action
11. Consideration of Approval of a Contract with Forsgren Associates for the Mesquite Airport Perimeter Fencing Design Project.
 - Public Comment
 - Discussion and Possible Action
12. Consideration of approval of a Contract between Thomson Reuter (WestLaw, legal research service) and the City of Mesquite .
 - Public Comment
 - Discussion and Possible Action
13. Consideration of approval of an updated agreement with Mesquite Regional Business, Inc. for economic development professional services and other matters properly related thereto.

- Public Comment
- Discussion and Possible Action

Public Comments

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14. Public Comments

Adjournment

15. 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, give an opinion, either written or verbal, on questions of the law.

2.8 *City Clerk:* The City Clerk or Deputy City Clerk shall attend all meetings of the Council and shall keep the official minutes and perform such other duties as required by the Council.

2.9 *Officers and Staff:* Department heads of the City, when there is pertinent business from their departments on the Council agenda, shall attend such Council meetings upon request of the City Manager.

2.10 *Rules of Order:* "Roberts Rules of Order Newly Revised" 10th Edition shall govern the proceedings of the Council in all cases, provided they are not in conflict with these rules.

3. Types of Meetings

3.1 *Regular Meeting:* The Council shall meet in the Council Chambers for all regular meetings. Regular Council meetings will be held on the second and fourth Tuesday of each month. If the second or fourth Tuesday falls on or near a holiday or falls on any day wherein it is determined a quorum may not be available, the Council may provide for another meeting time.

3.2 *Special Meetings:* Special meetings may be called by the Mayor or by a majority of the City Council. The call for a special meeting shall be filed with the City Clerk in written form, except that an announcement of a special meeting during any regular meeting at which all members are present shall be sufficient notice of such special meeting. The call for a special meeting shall specify the day, the hour, and the location of the special meeting and shall list the subject or subjects to be considered.

3.3 *Adjourned Meeting:* Any meeting of the Council may be adjourned to a later date and time, provided that no adjournment shall be for a longer period than until the next regular meeting.

3.4 *Workshop and Study Sessions:* The Council may meet in workshops or study sessions to review upcoming projects, receive progress reports on current projects, or receive other similar information from the City Manager, provided that all discussions thereon shall be informal and open to the public.

3.5 *Executive Sessions:* Closed meetings may be held in accordance with NRS 241 and 288.

4. Duties of Presiding Officer

4.1 *Presiding Officer:* The Mayor, if present, shall preside at all meetings of the Council. In the Mayor's absence, the Mayor Pro Tem shall preside. In the absence of both the Mayor and Mayor Pro Tem, the Council members present shall elect a Presiding Officer.

4.2 *Preservation of Order:* The Presiding Officer shall preserve order and decorum; prevent attacks of a personal nature or the impugning of members' motives, and confine members in debate to the question under discussion.

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

5. Order of Business and Agenda

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

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

6. Creation of Committees, Boards and Commissions

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

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

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

7. Voting

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

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

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

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

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

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

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

8. Citizens’ Rights

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

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

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

8.4 Written Communications:

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

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

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

9. Suspension and Amendment of These Rules

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

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



August 23, 2016

City Council Regular Agenda Item 1.

Subject:

Public Comment

Petitioner:

Andy Barton, City Manager

Staff Recommendation:

None

Fiscal Impact:

None

Budgeted Item:

No

Background:

None

Attachments:

None



City Council Regular Agenda Item 2.

Subject:

Consideration of approval of:

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

- Public Comment
- Discussion and Possible Action

Petitioner:

David R Empey - Finance Director/City Treasurer

Staff Recommendation:

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

Fiscal Impact:

See Attached

Budgeted Item:

Background:

See Attached

Attachments:

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

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	07/26/2016	166971	15444	ALTA MONTCLAIR	07072016	1	10-22620	.00	55.00	55.00
Total 166971:								.00		55.00
08/16	08/05/2016	166972	13280	1000 BULBS.COM	855160	1	10-63-610	.00	380.00	380.00
Total 166972:								.00		380.00
08/16	08/05/2016	166973	14628	AIR CONDITIONING DISCOUNT	6198	1	10-63-250	.00	1,036.17	1,036.17
08/16	08/05/2016	166973	14628	AIR CONDITIONING DISCOUNT	6254	1	10-63-250	.00	99.24	99.24
08/16	08/05/2016	166973	14628	AIR CONDITIONING DISCOUNT	6307	1	10-63-610	.00	112.00	112.00
08/16	08/05/2016	166973	14628	AIR CONDITIONING DISCOUNT	6506	1	10-63-610	.00	30.68	30.68
Total 166973:								.00		1,278.09
08/16	08/05/2016	166974	3655	AIRGAS USA LLC	9053390921	1	10-57-615	.00	152.84	152.84
Total 166974:								.00		152.84
08/16	08/05/2016	166975	8756	ALSCO	LSTG702028	1	10-66-610	.00	39.73	39.73
08/16	08/05/2016	166975	8756	ALSCO	LSTG703119	1	16-71-620	.00	75.50	75.50
08/16	08/05/2016	166975	8756	ALSCO	LSTG703123	1	10-60-310	.00	83.03	83.03
08/16	08/05/2016	166975	8756	ALSCO	LSTG703127	1	10-66-610	.00	44.05	44.05
08/16	08/05/2016	166975	8756	ALSCO	LSTG704219	1	10-66-610	.00	39.73	39.73
08/16	08/05/2016	166975	8756	ALSCO	LSTG705322	1	10-66-610	.00	46.20	46.20
Total 166975:								.00		328.24
08/16	08/05/2016	166976	14353	AMERICAN TIRE DISTRIBUTOR	S077802855	1	10-66-250	.00	76.04	76.04
08/16	08/05/2016	166976	14353	AMERICAN TIRE DISTRIBUTOR	S078255703	1	10-66-245	.00	407.64	407.64
08/16	08/05/2016	166976	14353	AMERICAN TIRE DISTRIBUTOR	S078509860	1	10-66-245	.00	299.10	299.10
Total 166976:								.00		782.78
08/16	08/05/2016	166977	15471	ANTHONY BULLARD	071816	1	10-23200	.00	1,160.00	1,160.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
								.00		1,160.00
08/16	08/05/2016	166978	11104	ASSESSMENT MANAGEMENT	AMG 1107	1	83-82-010	.00	1,368.10	1,368.10
08/16	08/05/2016	166978	11104	ASSESSMENT MANAGEMENT	AMG1131	1	83-81-010	.00	816.95	816.95
								.00		2,185.05
08/16	08/05/2016	166979	15470	AUTHLITE, LLC	31387-04	1	10-47-310	.00	3,502.00	3,502.00
								.00		3,502.00
08/16	08/05/2016	166980	10696	AV NOW INC.	106300	1	17-80-610	.00	202.98	202.98
								.00		202.98
08/16	08/05/2016	166981	15433	BATTLE BORN GRAPHIX	3027	1	10-65-610	.00	209.88	209.88
								.00		209.88
08/16	08/05/2016	166982	14265	BEST DEAL SPRINGS, INC.	345033	1	10-66-250	.00	146.12	146.12
								.00		146.12
08/16	08/05/2016	166983	11072	BETTER ROOFING SYSTEMS, I	16018	1	13-40-450	.00	19,903.00	19,903.00
								.00		19,903.00
08/16	08/05/2016	166984	14425	BG SOUTHERN NEVADA	PI0016207	1	10-66-250	.00	211.22	211.22
								.00		211.22
08/16	08/05/2016	166985	13453	BILL A BERRETT, P.C.	072816	1	10-51-310	.00	150.00	150.00
								.00		150.00
08/16	08/05/2016	166986	15477	BRIAN DELIGHT	080116	1	17-80-310	.00	29.40	29.40

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 166986:								.00		29.40
08/16	08/05/2016	166987	13447	BSN SPORTS, LLC	98050603	1	17-80-610	.00	800.00	800.00
Total 166987:								.00		800.00
08/16	08/05/2016	166988	15482	C & K SHUTTERS & BLINDS	3626	1	10-57-610	.00	130.00	130.00
Total 166988:								.00		130.00
08/16	08/05/2016	166989	14618	CANON FINANCIAL SERVICES,	16340032	1	10-49-250	.00	1,462.13	1,462.13
Total 166989:								.00		1,462.13
08/16	08/05/2016	166990	4755	CASELLE INC.	74517	1	52-40-310	.00	35.00	35.00
08/16	08/05/2016	166990	4755	CASELLE INC.	74517	2	10-46-310	.00	293.07	293.07
08/16	08/05/2016	166990	4755	CASELLE INC.	74517	3	83-81-610	.00	177.93	177.93
08/16	08/05/2016	166990	4755	CASELLE INC.	74517	4	83-82-610	.00	177.93	177.93
08/16	08/05/2016	166990	4755	CASELLE INC.	74517	5	52-40-310	.00	397.74	397.74
Total 166990:								.00		1,081.67
08/16	08/05/2016	166991	14492	CENTURYLINK	1382759985	1	10-49-290	.00	1,147.19	1,147.19
Total 166991:								.00		1,147.19
08/16	08/05/2016	166992	1608	CLARK CO. DEPT. OF FINANCE	JUL 16	1	10-23240	.00	17,500.00	17,500.00
08/16	08/05/2016	166992	1608	CLARK CO. DEPT. OF FINANCE	JUN 2016	1	10-23130	.00	18,514.31	18,514.31
Total 166992:								.00		36,014.31
08/16	08/05/2016	166993	9547	CLARK CO. INFO TECH DEPT	90198678	1	10-51-310	.00	19.00	19.00
Total 166993:								.00		19.00
08/16	08/05/2016	166994	8634	CLARK CO. TREASURER	JUN 16	1	10-23140	.00	18,514.31	18,514.31
08/16	08/05/2016	166994	8634	CLARK CO. TREASURER	JUN 2016	1	10-23140	.00	11,571.45	11,571.45

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 166994:								.00		30,085.76
08/16	08/05/2016	166995	12005	COYOTE CARPET CLEANING	03488	1	10-63-310	.00	250.00	250.00
08/16	08/05/2016	166995	12005	COYOTE CARPET CLEANING	03491	1	10-63-310	.00	400.00	400.00
Total 166995:								.00		650.00
08/16	08/05/2016	166996	1945	DIVERSIFIED INSPECTIONS, IN	266149	1	10-57-250	.00	2,351.45	2,351.45
Total 166996:								.00		2,351.45
08/16	08/05/2016	166997	10588	DOCUMENT SOLUTIONS PLUS	126140	1	10-49-250	.00	997.68	997.68
Total 166997:								.00		997.68
08/16	08/05/2016	166998	14672	ELECTRICAL WHOLESale SUP	911511160	1	10-65-610	.00	11.25	11.25
08/16	08/05/2016	166998	14672	ELECTRICAL WHOLESale SUP	911539808	1	10-65-250	.03	2.59	2.56
Total 166998:								.03		13.81
08/16	08/05/2016	166999	15481	EMILY M BURTON	080316	1	17-80-310	.00	402.00	402.00
08/16	08/05/2016	166999	15481	EMILY M BURTON	080316	2	17-80-310	.00	294.00	294.00
Total 166999:								.00		696.00
08/16	08/05/2016	167000	15474	EVA REBER	080216	1	10-23200	.00	705.00	705.00
Total 167000:								.00		705.00
08/16	08/05/2016	167001	14726	EXTREME NETWORKS	11178140	1	10-54-740	.00	12,642.00	12,642.00
Total 167001:								.00		12,642.00
08/16	08/05/2016	167002	14907	FC MESQUITE KICKS SOCCER	080316	1	17-80-210	.00	1,224.80	1,224.80
08/16	08/05/2016	167002	14907	FC MESQUITE KICKS SOCCER	080316	2	17-80-210	.00	3,162.40	3,162.40
Total 167002:								.00		4,387.20

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
08/16	08/05/2016	167003	15476	FRED MISIK	080216	1	10-34-400	.00	62.50	62.50
Total 167003:								.00	62.50	62.50
08/16	08/05/2016	167004	14609	FREIGHTLINER OF UTAH, LLC	17492H	1	10-66-250	.00	73.30	73.30
Total 167004:								.00	73.30	73.30
08/16	08/05/2016	167005	14274	FRESHAIRE/AIREMASTER	69092	1	10-81-610	.00	70.00	70.00
Total 167005:								.00	70.00	70.00
08/16	08/05/2016	167006	2251	GALLS, LLC	005625814	1	10-54-610	.00	140.17	140.17
08/16	08/05/2016	167006	2251	GALLS, LLC	005637106	1	10-54-610	.00	56.57-	56.57-
Total 167006:								.00	83.60	83.60
08/16	08/05/2016	167007	13054	GENO WITHELDER	081416	1	10-41-230	.00	603.35	603.35
Total 167007:								.00	603.35	603.35
08/16	08/05/2016	167008	13648	GLEN ALLEN HORLACHER	07 26 16	1	15-51-500	.00	100.00	100.00
08/16	08/05/2016	167008	13648	GLEN ALLEN HORLACHER	072616	1	15-51-500	.00	100.00	100.00
08/16	08/05/2016	167008	13648	GLEN ALLEN HORLACHER	07262016	1	15-51-500	.00	75.00	75.00
08/16	08/05/2016	167008	13648	GLEN ALLEN HORLACHER	7 26 16	1	15-51-500	.00	75.00	75.00
08/16	08/05/2016	167008	13648	GLEN ALLEN HORLACHER	72616	1	15-51-500	.00	100.00	100.00
Total 167008:								.00	450.00	450.00
08/16	08/05/2016	167009	10783	GOT BUGS?	12706	1	10-63-310	.00	400.00	400.00
Total 167009:								.00	400.00	400.00
08/16	08/05/2016	167010	2245	GRAINGER, INC.	9172521149	1	10-63-610	.00	128.99	128.99
Total 167010:								.00	128.99	128.99
08/16	08/05/2016	167011	9347	HARTWELL FAMILY PRACTICE	POMJA000 2	1	10-55-620	.00	250.00	250.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 167011:								.00		250.00
08/16	08/05/2016	167012	2427	HELENA CHEMICAL COMPANY	166728	1	10-76-610	.00	2,376.81-	2,376.81-
08/16	08/05/2016	167012	2427	HELENA CHEMICAL COMPANY	63743665	1	10-65-480	.00	8,810.00	8,810.00
Total 167012:								.00		6,433.19
08/16	08/05/2016	167013	2452	HIGH DESERT SUPPLY	IN00166138	1	10-66-250	.00	360.09	360.09
08/16	08/05/2016	167013	2452	HIGH DESERT SUPPLY	IN00166267	1	10-66-250	.00	191.80	191.80
08/16	08/05/2016	167013	2452	HIGH DESERT SUPPLY	IN00166392	1	10-66-250	.00	154.88	154.88
Total 167013:								.00		706.77
08/16	08/05/2016	167014	15478	HUK TODD	072616	1	10-57-310	.00	71.25	71.25
Total 167014:								.00		71.25
08/16	08/05/2016	167015	13262	I WRITE TRANSCRIPTION, INC	6174	1	10-54-310	.00	182.90	182.90
Total 167015:								.00		182.90
08/16	08/05/2016	167016	9482	ICC, INC	1000713343	1	10-61-240	.00	141.00	141.00
Total 167016:								.00		141.00
08/16	08/05/2016	167017	11660	IMSA	080316	1	22-65-230	.00	685.00	685.00
Total 167017:								.00		685.00
08/16	08/05/2016	167018	2657	INTERSTATE BATTERY SO. UT	490077832	1	10-66-250	.00	297.24	297.24
08/16	08/05/2016	167018	2657	INTERSTATE BATTERY SO. UT	490077966	1	10-65-250	.00	2,699.25	2,699.25
08/16	08/05/2016	167018	2657	INTERSTATE BATTERY SO. UT	490077967	1	10-66-250	.00	155.32	155.32
Total 167018:								.00		3,151.81
08/16	08/05/2016	167019	2654	INTERSTATE FIRE PROTECTIO	161807-4	1	10-63-310	.00	255.00	255.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 167019:								.00		255.00
08/16	08/05/2016	167020	13293	JAMES E. GUESMAN	072616	1	10-51-310	.00	275.00	275.00
Total 167020:								.00		275.00
08/16	08/05/2016	167021	13999	JO ANNE F SMITH	JULY 16	1	17-80-310	.00	238.00	238.00
Total 167021:								.00		238.00
08/16	08/05/2016	167022	14937	JON CAMERON JENSEN	AUG 2016	1	17-80-310	.00	400.00	400.00
Total 167022:								.00		400.00
08/16	08/05/2016	167023	15121	KASH CHRISTOPHER	081616	1	10-57-230	.00	272.00	272.00
Total 167023:								.00		272.00
08/16	08/05/2016	167024	15479	KENNEDY ALEXANDER II	080316	1	10-57-320	.00	112.25	112.25
Total 167024:								.00		112.25
08/16	08/05/2016	167025	10984	KOKOPELLI LANDSCAPING	76530	1	10-76-610	.00	1,550.00	1,550.00
08/16	08/05/2016	167025	10984	KOKOPELLI LANDSCAPING	82220	1	11-65-700	.00	5,440.00	5,440.00
08/16	08/05/2016	167025	10984	KOKOPELLI LANDSCAPING	82730	1	10-76-310	.00	1,100.00	1,100.00
08/16	08/05/2016	167025	10984	KOKOPELLI LANDSCAPING	82731	1	10-76-310	.00	1,995.00	1,995.00
Total 167025:								.00		10,085.00
08/16	08/05/2016	167026	3050	L V REVIEW-JOURNAL	I0000844366	1	10-61-220	.00	113.72	113.72
08/16	08/05/2016	167026	3050	L V REVIEW-JOURNAL	I0000845215	1	10-44-220	.00	74.88	74.88
08/16	08/05/2016	167026	3050	L V REVIEW-JOURNAL	I0000845243	1	10-44-220	.00	84.48	84.48
Total 167026:								.00		273.08
08/16	08/05/2016	167027	15053	LAMPPOST ELECTRIC LLC	CITY 16-008	1	10-55-610	.00	140.00	140.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 167027:								.00		140.00
08/16	08/05/2016	167028	9979	LARRY LEMIEUX	080316	1	12-87-310	.00	6,804.52	6,804.52
08/16	08/05/2016	167028	9979	LARRY LEMIEUX	080316	2	12-87-695	.00	492.86-	492.86-
08/16	08/05/2016	167028	9979	LARRY LEMIEUX	080316 WC	1	12-87-610	.00	50.92-	50.92-
Total 167028:								.00		6,260.74
08/16	08/05/2016	167029	3005	LARSEN FIRE APPARATUS INC	1626	1	10-57-250	.00	875.00	875.00
Total 167029:								.00		875.00
08/16	08/05/2016	167030	3000	LAS VEGAS CONVENTION AUT	JUL 16	1	10-23100	.00	5,644.00	5,644.00
08/16	08/05/2016	167030	3000	LAS VEGAS CONVENTION AUT	JUNE 16	1	10-23110	.00	74,057.26	74,057.26
Total 167030:								.00		79,701.26
08/16	08/05/2016	167031	3030	LAS VEGAS METRO POLICE DE	080116	1	15-35-400	.00	306.00	306.00
Total 167031:								.00		306.00
08/16	08/05/2016	167032	10236	LEGACY CONSTRUCTION, INC	7529	1	10-65-480	.00	660.00	660.00
Total 167032:								.00		660.00
08/16	08/05/2016	167033	9516	LIFE ASSIST INC.	758493	1	10-57-615	.00	265.13	265.13
08/16	08/05/2016	167033	9516	LIFE ASSIST INC.	758505	1	10-57-615	.00	1,331.31	1,331.31
08/16	08/05/2016	167033	9516	LIFE ASSIST INC.	758648	1	10-57-615	.00	57.96	57.96
08/16	08/05/2016	167033	9516	LIFE ASSIST INC.	758737	1	10-57-615	.00	434.34	434.34
08/16	08/05/2016	167033	9516	LIFE ASSIST INC.	758988	1	10-57-615	.00	289.80	289.80
08/16	08/05/2016	167033	9516	LIFE ASSIST INC.	759112	1	10-57-615	.00	125.67	125.67
Total 167033:								.00		2,504.21
08/16	08/05/2016	167034	13830	LILIANA CORTZ	080116	1	17-34-400	.00	50.00	50.00
Total 167034:								.00		50.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
08/16	08/05/2016	167035	8090	LINCOLN COM. POOL EQUIPME	SI295929	1	10-81-610	.00	309.86	309.86
08/16	08/05/2016	167035	8090	LINCOLN COM. POOL EQUIPME	SI296193	1	52-40-610	.00	166.26	166.26
08/16	08/05/2016	167035	8090	LINCOLN COM. POOL EQUIPME	SI296196	1	10-81-610	.00	232.75	232.75
08/16	08/05/2016	167035	8090	LINCOLN COM. POOL EQUIPME	SI296559	1	10-81-610	.00	455.79	455.79
Total 167035:								.00		1,164.66
08/16	08/05/2016	167036	13353	LIZ JACKSON	080216	1	17-80-485	.00	40.49	40.49
Total 167036:								.00		40.49
08/16	08/05/2016	167037	15475	LORI PRETTI	080216	1	10-23200	.00	595.00	595.00
Total 167037:								.00		595.00
08/16	08/05/2016	167038	14207	LUNAS CONSTRUCTION CLEA	T-30718	1	10-66-245	.00	20.00	20.00
Total 167038:								.00		20.00
08/16	08/05/2016	167039	9899	MADISON NATIONAL LIFE INC	34354	1	10-57-130	.00	172.59	172.59
Total 167039:								.00		172.59
08/16	08/05/2016	167040	9899	MADISON NATIONAL LIFE INS.	1219389	1	10-22510	.00	4,464.51	4,464.51
Total 167040:								.00		4,464.51
08/16	08/05/2016	167041	12972	MANDY MUIR	JUL 16	1	17-80-310	.00	201.60	201.60
Total 167041:								.00		201.60
08/16	08/05/2016	167042	14693	MARGARITA MAGADAN	JULY 16	1	17-80-310	.00	117.00	117.00
08/16	08/05/2016	167042	14693	MARGARITA MAGADAN	JUNE 16	1	17-80-310	.00	108.00	108.00
Total 167042:								.00		225.00
08/16	08/05/2016	167043	15472	MARIA CHAVEZ	072716	1	10-32-100	.00	450.00	450.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 167043:								.00		450.00
08/16	08/05/2016	167044	13504	MASTER CRAFTSMEN	194	1	10-66-250	.00	1,414.40	1,414.40
08/16	08/05/2016	167044	13504	MASTER CRAFTSMEN	195	1	10-66-250	.00	1,081.88	1,081.88
Total 167044:								.00		2,496.28
08/16	08/05/2016	167045	696	MAXINE SHAW	080116	1	17-80-610	.00	25.00	25.00
08/16	08/05/2016	167045	696	MAXINE SHAW	JULY 16	1	17-80-310	.00	308.00	308.00
Total 167045:								.00		333.00
08/16	08/05/2016	167046	3313	MCCANDLESS INTERNATIONAL	X100558703:	1	10-66-250	.00	1,339.80	1,339.80
Total 167046:								.00		1,339.80
08/16	08/05/2016	167047	11236	MEADOW GOLD DAIRIES	59605592	1	16-71-480	.00	182.56	182.56
08/16	08/05/2016	167047	11236	MEADOW GOLD DAIRIES	59605655	1	16-71-480	.00	240.10	240.10
08/16	08/05/2016	167047	11236	MEADOW GOLD DAIRIES	59605713	1	16-71-480	.00	251.96	251.96
Total 167047:								.00		674.62
08/16	08/05/2016	167048	9980	MEGA-PRO INTERNATIONAL	21184	1	17-80-610	.00	344.69	344.69
08/16	08/05/2016	167048	9980	MEGA-PRO INTERNATIONAL	21397	1	17-80-610	.00	336.00	336.00
08/16	08/05/2016	167048	9980	MEGA-PRO INTERNATIONAL	21479	1	17-80-610	.00	205.50	205.50
Total 167048:								.00		886.19
08/16	08/05/2016	167049	15483	MENTER & WITKIN LLP	41879	1	10-50-310	.00	12,543.20	12,543.20
Total 167049:								.00		12,543.20
08/16	08/05/2016	167050	10764	MESA VIEW REGIONAL HOSPIT	295-03	1	10-57-320	.00	388.58	388.58
Total 167050:								.00		388.58
08/16	08/05/2016	167051	3344	MESQUITE CHAMBER OF COM	E1750-6	1	10-41-620	.00	1,000.00	1,000.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 167051:								.00		1,000.00
08/16	08/05/2016	167052	11650	MESQUITE FORD	151472/1	1	10-66-250	.00	60.50	60.50
08/16	08/05/2016	167052	11650	MESQUITE FORD	151766/1	1	10-66-250	.00	360.79	360.79
08/16	08/05/2016	167052	11650	MESQUITE FORD	380673	1	10-66-250	.00	15.33	15.33
Total 167052:								.00		436.62
08/16	08/05/2016	167053	3457	MESQUITE VETERINARY CLINI	129344	1	10-70-610	.00	446.75	446.75
Total 167053:								.00		446.75
08/16	08/05/2016	167054	8707	MIKE VAN HOUTEN	072916	1	15-51-500	.00	495.00	495.00
Total 167054:								.00		495.00
08/16	08/05/2016	167055	13651	MIRIAM C FLORES	080116	1	10-51-310	.00	200.00	200.00
Total 167055:								.00		200.00
08/16	08/05/2016	167056	14526	MOAPA VALLEY TELEPHONE	JUL 2016	1	10-47-310	.00	199.78	199.78
Total 167056:								.00		199.78
08/16	08/05/2016	167057	14943	MOORE MEDICAL LLC	82923488 I	1	10-57-615	.00	345.17	345.17
Total 167057:								.00		345.17
08/16	08/05/2016	167058	3580	MORCON INDUSTRIAL SPECIA	0012375-IN	1	10-55-610	.00	610.71	610.71
08/16	08/05/2016	167058	3580	MORCON INDUSTRIAL SPECIA	0012424-IN	1	10-55-610	.00	46.80	46.80
08/16	08/05/2016	167058	3580	MORCON INDUSTRIAL SPECIA	0012929-IN	1	10-55-610	.00	93.60	93.60
08/16	08/05/2016	167058	3580	MORCON INDUSTRIAL SPECIA	0013498-IN	1	10-66-480	.00	143.82	143.82
08/16	08/05/2016	167058	3580	MORCON INDUSTRIAL SPECIA	0013502-IN	1	10-76-610	.00	1,282.62	1,282.62
08/16	08/05/2016	167058	3580	MORCON INDUSTRIAL SPECIA	0013503-IN	1	10-76-610	.00	106.28	106.28
08/16	08/05/2016	167058	3580	MORCON INDUSTRIAL SPECIA	0013504-IN	1	10-76-610	.00	1,346.94	1,346.94
08/16	08/05/2016	167058	3580	MORCON INDUSTRIAL SPECIA	0013507-CM	1	10-76-610	.00	1,282.62-	1,282.62-
08/16	08/05/2016	167058	3580	MORCON INDUSTRIAL SPECIA	0013508-CM	1	10-76-610	.00	106.28-	106.28-
08/16	08/05/2016	167058	3580	MORCON INDUSTRIAL SPECIA	0013509-CM	1	10-76-610	.00	1,346.94-	1,346.94-

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
08/16	08/05/2016	167058	3580	MORCON INDUSTRIAL SPECIA	0013525-IN	1	10-63-610	.00	104.17	104.17
08/16	08/05/2016	167058	3580	MORCON INDUSTRIAL SPECIA	0013549-IN	1	52-40-610	.00	132.37	132.37
08/16	08/05/2016	167058	3580	MORCON INDUSTRIAL SPECIA	0013555-IN	1	10-63-610	.00	84.07	84.07
08/16	08/05/2016	167058	3580	MORCON INDUSTRIAL SPECIA	0013604-IN	1	52-40-610	.00	60.91	60.91
08/16	08/05/2016	167058	3580	MORCON INDUSTRIAL SPECIA	0013608-IN	1	10-66-610	.00	6.85	6.85
08/16	08/05/2016	167058	3580	MORCON INDUSTRIAL SPECIA	0013611-IN	1	10-63-610	.00	101.00	101.00
Total 167058:								.00		1,384.30
08/16	08/05/2016	167059	3653	MOUNT OLYMPUS WATERS, IN	10216681 07	1	10-51-610	.00	22.48	22.48
Total 167059:								.00		22.48
08/16	08/05/2016	167060	14058	MTM CLEANING SERVICE	220	1	10-63-310	.00	915.00	915.00
Total 167060:								.00		915.00
08/16	08/05/2016	167061	14947	NAPA AUTOPARTS MESQUITE	023477	1	10-66-480	.00	44.22	44.22
Total 167061:								.00		44.22
08/16	08/05/2016	167062	10733	NEVADA LEGAL NEWS	300451697	1	10-50-210	.00	11.00	11.00
Total 167062:								.00		11.00
08/16	08/05/2016	167063	3750	NFPA	070616	1	10-57-210	.00	175.00	175.00
Total 167063:								.00		175.00
08/16	08/05/2016	167064	10891	NICHOLE BURNSIDE	JUNE 2016	1	17-80-310	.00	294.00	294.00
Total 167064:								.00		294.00
08/16	08/05/2016	167065	10425	NV. COMMISSION ON ETHICS	106130	1	10-41-210	.00	1,951.97	1,951.97
Total 167065:								.00		1,951.97
08/16	08/05/2016	167066	4200	OVERTON POWER	072916	1	52-40-290	.00	15.77	15.77

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 167066:								.00		15.77
08/16	08/05/2016	167067	14608	PARTS TOWN, LLC	20200169	1	10-63-610	.00	69.40	69.40
Total 167067:								.00		69.40
08/16	08/05/2016	167068	14295	PITNEY BOWES RESERVE ACC	080316	1	10-49-240	.00	2,500.00	2,500.00
Total 167068:								.00		2,500.00
08/16	08/05/2016	167069	15166	PLURALSIGHT, LLC	INV0004225	1	10-47-230	.00	1,196.00	1,196.00
Total 167069:								.00		1,196.00
08/16	08/05/2016	167070	10243	PRECISION AGGREGATE PRO	40328	1	11-65-700	.00	219.88	219.88
Total 167070:								.00		219.88
08/16	08/05/2016	167071	14994	REDEVELOPMENT ASSOC OF	2017-01	1	25-85-210	.00	375.00	375.00
Total 167071:								.00		375.00
08/16	08/05/2016	167072	4500	RELIANCE CONNECTS	JUL 16	1	12-87-290	.00	117.54	117.54
08/16	08/05/2016	167072	4500	RELIANCE CONNECTS	JUL 16	2	10-54-290	.00	128.84	128.84
08/16	08/05/2016	167072	4500	RELIANCE CONNECTS	JUL 16	3	10-82-290	.00	30.40	30.40
08/16	08/05/2016	167072	4500	RELIANCE CONNECTS	JUL 16	4	10-51-290	.00	31.50	31.50
08/16	08/05/2016	167072	4500	RELIANCE CONNECTS	JUL 16	5	10-54-290	.00	998.56	998.56
08/16	08/05/2016	167072	4500	RELIANCE CONNECTS	JUL 16	6	10-60-290	.00	150.92	150.92
08/16	08/05/2016	167072	4500	RELIANCE CONNECTS	JUL 16	7	10-76-290	.00	901.06	901.06
08/16	08/05/2016	167072	4500	RELIANCE CONNECTS	JUL 16	8	10-49-290	.00	976.70	976.70
08/16	08/05/2016	167072	4500	RELIANCE CONNECTS	JUL 16	9	10-47-310	.00	1,337.05	1,337.05
08/16	08/05/2016	167072	4500	RELIANCE CONNECTS	JUL 16	10	52-40-290	.00	84.72	84.72
08/16	08/05/2016	167072	4500	RELIANCE CONNECTS	JUL 16	11	10-47-310	.00	443.01	443.01
08/16	08/05/2016	167072	4500	RELIANCE CONNECTS	JUL 16	12	10-76-284	.00	52.84	52.84
08/16	08/05/2016	167072	4500	RELIANCE CONNECTS	JUL 16	13	10-54-284	.00	52.84	52.84
08/16	08/05/2016	167072	4500	RELIANCE CONNECTS	JUL 16	14	10-81-284	.00	79.57	79.57
08/16	08/05/2016	167072	4500	RELIANCE CONNECTS	JUL 16	15	90-26113	.00	52.84	52.84

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 167072:								.00		5,438.39
08/16	08/05/2016	167073	14527	RIO VIRGIN TELEPHONE COMP	84450702FA	1	10-47-310	.00	956.64	956.64
Total 167073:								.00		956.64
08/16	08/05/2016	167074	8598	RMT EQUIPMENT	T41035	1	10-66-250	.00	92.78	92.78
08/16	08/05/2016	167074	8598	RMT EQUIPMENT	T41117	1	10-66-250	.00	21.71	21.71
08/16	08/05/2016	167074	8598	RMT EQUIPMENT	T41644	1	10-66-250	.00	74.59	74.59
08/16	08/05/2016	167074	8598	RMT EQUIPMENT	T41659	1	10-66-250	.00	176.87	176.87
08/16	08/05/2016	167074	8598	RMT EQUIPMENT	W33568	1	10-76-610	.00	1,535.00	1,535.00
Total 167074:								.00		1,900.95
08/16	08/05/2016	167075	8364	ROBIN CUDE	070516	1	10-61-240	.00	129.77	129.77
Total 167075:								.00		129.77
08/16	08/05/2016	167076	15480	ROBYN FELDER	072916	1	17-80-310	.00	822.00	822.00
Total 167076:								.00		822.00
08/16	08/05/2016	167077	15335	SAM MORENO	01	1	10-81-490	.00	400.00	400.00
Total 167077:								.00		400.00
08/16	08/05/2016	167078	8117	SCOTT TAYLOR	072616	1	10-54-230	.00	159.00	159.00
Total 167078:								.00		159.00
08/16	08/05/2016	167079	12338	SHAWN TOBLER	081616	1	10-57-230	.00	272.00	272.00
Total 167079:								.00		272.00
08/16	08/05/2016	167080	12196	SHERWIN- WILLIAMS STORE 85	2411-2	1	10-63-610	.00	23.10	23.10
Total 167080:								.00		23.10

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
08/16	08/05/2016	167081	12788	SILVER STATE TRUCK & TRAIL	VP379807	1	10-66-250	.00	19.44	19.44
Total 167081:								.00	19.44	19.44
08/16	08/05/2016	167082	13011	SILVERSTATE ANALYTICAL LA	LV200120	1	52-40-310	.00	453.00	453.00
08/16	08/05/2016	167082	13011	SILVERSTATE ANALYTICAL LA	LV200296	1	52-40-310	.00	453.00	453.00
Total 167082:								.00	906.00	906.00
08/16	08/05/2016	167083	14502	SIMPLIFILE	160136905	1	52-40-240	.00	222.00	222.00
08/16	08/05/2016	167083	14502	SIMPLIFILE	160145307	1	52-40-610	.00	475.00	475.00
Total 167083:								.00	697.00	697.00
08/16	08/05/2016	167084	13068	SOUTHWEST PLUMBING SUPP	S2678033.00	1	10-63-610	.00	25.31	25.31
08/16	08/05/2016	167084	13068	SOUTHWEST PLUMBING SUPP	S2690784.00	1	10-55-610	.00	316.42	316.42
Total 167084:								.00	341.73	341.73
08/16	08/05/2016	167085	10591	SPRINKLER SUPPLY-ST. GEOR	K52443	1	10-76-610	.00	541.49	541.49
08/16	08/05/2016	167085	10591	SPRINKLER SUPPLY-ST. GEOR	K57632	1	10-76-610	.00	1,514.04	1,514.04
Total 167085:								.00	2,055.53	2,055.53
08/16	08/05/2016	167086	10558	ST. OF NV. PUBLIC EMP. BENE	AUG 16	1	10-49-130	.00	836.63	836.63
Total 167086:								.00	836.63	836.63
08/16	08/05/2016	167087	8989	STAPLES ADVANTAGE	3308179122	1	10-48-240	.00	43.20	43.20
08/16	08/05/2016	167087	8989	STAPLES ADVANTAGE	3308179122	2	10-43-240	.00	5.33	5.33
08/16	08/05/2016	167087	8989	STAPLES ADVANTAGE	3308179123	1	10-81-240	.00	4.17	4.17
08/16	08/05/2016	167087	8989	STAPLES ADVANTAGE	3308179124	1	10-54-240	.00	12.24	12.24
08/16	08/05/2016	167087	8989	STAPLES ADVANTAGE	3308270738	1	10-81-240	.00	8.02	8.02
08/16	08/05/2016	167087	8989	STAPLES ADVANTAGE	3308333874	1	10-81-240	.00	6.36	6.36
08/16	08/05/2016	167087	8989	STAPLES ADVANTAGE	3308333875	1	10-81-240	.00	26.43	26.43
08/16	08/05/2016	167087	8989	STAPLES ADVANTAGE	3308934756	1	10-81-240	.00	89.74	89.74
08/16	08/05/2016	167087	8989	STAPLES ADVANTAGE	3309006684	1	10-81-240	.00	85.62	85.62
08/16	08/05/2016	167087	8989	STAPLES ADVANTAGE	3309006685	1	10-81-240	.00	38.44	38.44
08/16	08/05/2016	167087	8989	STAPLES ADVANTAGE	3309006686	1	10-81-240	.00	83.44	83.44

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 167087:								.00		362.47
08/16	08/05/2016	167088	14680	STAR NURSERY INC	1100200035	1	10-76-610	.00	180.00	180.00
Total 167088:								.00		180.00
08/16	08/05/2016	167089	1800	STATE OF NEVADA	JUN 16	1	10-23120	.00	6,942.87	6,942.87
08/16	08/05/2016	167089	1800	STATE OF NEVADA	JUN 2016	1	10-23145	.00	55,542.94	55,542.94
Total 167089:								.00		62,485.81
08/16	08/05/2016	167090	4000	STATE OF NEVADA	JUL 16	1	15-35-300	.00	415.00	415.00
08/16	08/05/2016	167090	4000	STATE OF NEVADA	JUL 16	1	15-35-100	.00	5,876.00	5,876.00
08/16	08/05/2016	167090	4000	STATE OF NEVADA	JUL 16	1	10-23200	.00	50.00	50.00
08/16	08/05/2016	167090	4000	STATE OF NEVADA	JUL 16	1	15-35-100	.00	520.00	520.00
08/16	08/05/2016	167090	4000	STATE OF NEVADA	JUL 16	1	15-35-100	.00	70.00	70.00
08/16	08/05/2016	167090	4000	STATE OF NEVADA	JUL 16	1	15-35-100	.00	752.00	752.00
Total 167090:								.00		7,683.00
08/16	08/05/2016	167091	3917	STATE OF NEVADA-ENVIR.PRO	072816	1	52-40-230	.00	180.00	180.00
Total 167091:								.00		180.00
08/16	08/05/2016	167092	8579	STEPHEN WADE AUTO CENTE	1700676/1	1	10-66-250	.00	82.95	82.95
08/16	08/05/2016	167092	8579	STEPHEN WADE AUTO CENTE	5322451	1	10-66-480	.00	137.14	137.14
08/16	08/05/2016	167092	8579	STEPHEN WADE AUTO CENTE	5322883	1	10-66-480	.00	254.57	254.57
08/16	08/05/2016	167092	8579	STEPHEN WADE AUTO CENTE	5322911	1	10-66-480	.00	201.16	201.16
08/16	08/05/2016	167092	8579	STEPHEN WADE AUTO CENTE	5323022	1	10-66-480	.00	229.36	229.36
08/16	08/05/2016	167092	8579	STEPHEN WADE AUTO CENTE	5323276	1	10-66-480	.00	15.48	15.48
08/16	08/05/2016	167092	8579	STEPHEN WADE AUTO CENTE	5323277	1	10-66-480	.00	15.48	15.48
08/16	08/05/2016	167092	8579	STEPHEN WADE AUTO CENTE	5323324	1	10-66-480	.00	42.74	42.74
08/16	08/05/2016	167092	8579	STEPHEN WADE AUTO CENTE	5323345	1	10-66-480	.00	13.84	13.84
08/16	08/05/2016	167092	8579	STEPHEN WADE AUTO CENTE	5323672	1	10-66-480	.00	273.48	273.48
08/16	08/05/2016	167092	8579	STEPHEN WADE AUTO CENTE	5323785	1	10-66-480	.00	74.18	74.18
Total 167092:								.00		1,340.38

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
08/16	08/05/2016	167093	15351	STEVENS ELECTRIC MOTOR S	220	1	10-81-250	.00	587.50	587.50
Total 167093:								.00	587.50	587.50
08/16	08/05/2016	167094	14500	STOTZ EQUIPMENT	P15621	1	10-66-250	.00	146.27	146.27
08/16	08/05/2016	167094	14500	STOTZ EQUIPMENT	P15622	1	52-40-250	.00	497.20	497.20
Total 167094:								.00	643.47	643.47
08/16	08/05/2016	167095	2680	SUNROC CORPORATION	40453233	1	11-65-700	.00	155.00	155.00
Total 167095:								.00	155.00	155.00
08/16	08/05/2016	167096	3725	SUPREME COURT OF NEVADA	072916	1	15-51-500	.00	956.76	956.76
08/16	08/05/2016	167096	3725	SUPREME COURT OF NEVADA	72	1	10-51-310	.00	7,500.00	7,500.00
Total 167096:								.00	8,456.76	8,456.76
08/16	08/05/2016	167097	13211	SYSCO LAS VEGAS, INC	613813505	1	16-71-480	.00	1,392.04	1,392.04
08/16	08/05/2016	167097	13211	SYSCO LAS VEGAS, INC	613903333	1	16-71-480	.00	1,680.19	1,680.19
Total 167097:								.00	3,072.23	3,072.23
08/16	08/05/2016	167098	9127	Teamster Local 14	SEP 16	1	10-54-130	.00	332.37	332.37
08/16	08/05/2016	167098	9127	Teamster Local 14	SEP 16	1	10-50-130	.00	715.43	715.43
08/16	08/05/2016	167098	9127	Teamster Local 14	SEP 16	1	10-54-130	.00	901.77	901.77
08/16	08/05/2016	167098	9127	Teamster Local 14	SEP 16	1	10-54-130	.00	901.77	901.77
Total 167098:								.00	2,851.34	2,851.34
08/16	08/05/2016	167099	9127	TEAMSTERS LOCAL 14	SEP 2016	1	10-54-130	.00	1,068.00	1,068.00
08/16	08/05/2016	167099	9127	TEAMSTERS LOCAL 14	SEP 2016	1	10-81-130	.00	1,068.00	1,068.00
Total 167099:								.00	2,136.00	2,136.00
08/16	08/05/2016	167100	9127	TEAMSTERS SEC. FUND #14	SEPTEMBE	1	10-22500	.00	78,850.00	78,850.00
08/16	08/05/2016	167100	9127	TEAMSTERS SEC. FUND #14	SEPTEMBE	1	10-22500	.00	58,900.00	58,900.00

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Total 167100:								.00		137,750.00
08/16	08/05/2016	167101	14215	TERRIE ELAINE MCARTHUR	JULY 16	1	17-80-310	.00	392.00	392.00
Total 167101:								.00		392.00
08/16	08/05/2016	167102	5290	THATCHER COMPANY	5021737	1	10-81-610	.00	543.00	543.00
08/16	08/05/2016	167102	5290	THATCHER COMPANY	5021738	1	52-40-480	.00	1,684.88	1,684.88
08/16	08/05/2016	167102	5290	THATCHER COMPANY	5021780	1	10-81-610	.00	543.00	543.00
08/16	08/05/2016	167102	5290	THATCHER COMPANY	5022044	1	10-81-610	.00	543.00	543.00
08/16	08/05/2016	167102	5290	THATCHER COMPANY	5022252	1	52-40-480	.00	2,674.00	2,674.00
Total 167102:								.00		5,987.88
08/16	08/05/2016	167103	14322	THE LINDI CORPORATION	7294071216	1	10-55-620	.00	6,267.00	6,267.00
Total 167103:								.00		6,267.00
08/16	08/05/2016	167104	11278	THOMAS PETROLEUM	1808807-IN	1	10-66-255	.00	4,591.62	4,591.62
08/16	08/05/2016	167104	11278	THOMAS PETROLEUM	P235235-IN	1	10-66-255	.00	11,461.29	11,461.29
Total 167104:								.00		16,052.91
08/16	08/05/2016	167105	15287	TINK'S SUPERIOR AUTO PART	153311	1	10-66-250	.00	268.23	268.23
08/16	08/05/2016	167105	15287	TINK'S SUPERIOR AUTO PART	153319	1	10-66-250	.00	53.98	53.98
08/16	08/05/2016	167105	15287	TINK'S SUPERIOR AUTO PART	154103	1	10-66-250	.00	23.79	23.79
08/16	08/05/2016	167105	15287	TINK'S SUPERIOR AUTO PART	154367	1	10-66-250	.00	267.11-	267.11-
08/16	08/05/2016	167105	15287	TINK'S SUPERIOR AUTO PART	158259	1	10-66-250	.00	27.94	27.94
Total 167105:								.00		106.83
08/16	08/05/2016	167106	3499	TRADE WEST CONSTRUCTION	072716	1	10-65-480	.00	285,000.00	285,000.00
08/16	08/05/2016	167106	3499	TRADE WEST CONSTRUCTION	080216-1	1	10-65-480	.00	95,000.00	95,000.00
Total 167106:								.00		380,000.00
08/16	08/05/2016	167107	5581	TROY TANNER	072616	1	10-54-230	.00	159.00	159.00

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Total 167107:								.00		159.00
08/16	08/05/2016	167108	8770	U.S. FOODSERVICE - L.V. DIV.	4794123	1	16-71-480	.00	56.57	56.57
08/16	08/05/2016	167108	8770	U.S. FOODSERVICE - L.V. DIV.	5320085	1	10-55-620	.00	569.01	569.01
08/16	08/05/2016	167108	8770	U.S. FOODSERVICE - L.V. DIV.	5344379	1	16-71-480	.00	1,342.40	1,342.40
08/16	08/05/2016	167108	8770	U.S. FOODSERVICE - L.V. DIV.	5454368	1	10-55-620	.00	572.02	572.02
08/16	08/05/2016	167108	8770	U.S. FOODSERVICE - L.V. DIV.	5472602	1	16-71-480	.00	1,293.38	1,293.38
08/16	08/05/2016	167108	8770	U.S. FOODSERVICE - L.V. DIV.	5485325	1	16-71-480	.00	13.99	13.99
Total 167108:								.00		3,847.37
08/16	08/05/2016	167109	12493	UNDERGROUND SVC. ALERT O	16070955	1	52-40-610	.00	521.58	521.58
Total 167109:								.00		521.58
08/16	08/05/2016	167110	5616	UNITED PARCEL SERVICE	00009E1629	1	10-49-240	.00	50.00	50.00
08/16	08/05/2016	167110	5616	UNITED PARCEL SERVICE	00009E1629	2	10-57-240	.00	18.51	18.51
08/16	08/05/2016	167110	5616	UNITED PARCEL SERVICE	00009E1629	3	52-40-610	.00	43.34	43.34
08/16	08/05/2016	167110	5616	UNITED PARCEL SERVICE	00009E1629	1	10-49-240	.00	25.00	25.00
08/16	08/05/2016	167110	5616	UNITED PARCEL SERVICE	00009E1629	2	10-54-240	.00	15.47	15.47
08/16	08/05/2016	167110	5616	UNITED PARCEL SERVICE	00009E1629	3	10-49-240	.00	15.95	15.95
08/16	08/05/2016	167110	5616	UNITED PARCEL SERVICE	00009E1629	4	10-44-240	.00	11.50	11.50
08/16	08/05/2016	167110	5616	UNITED PARCEL SERVICE	00009E1629	1	10-49-240	.00	12.50	12.50
08/16	08/05/2016	167110	5616	UNITED PARCEL SERVICE	00009E1629	2	52-40-610	.00	92.94	92.94
Total 167110:								.00		285.21
08/16	08/05/2016	167111	9528	VERIZON WIRELESS	9768785244	1	10-54-290	.00	184.08	184.08
08/16	08/05/2016	167111	9528	VERIZON WIRELESS	9768785244	2	10-54-610	.00	2,489.97	2,489.97
08/16	08/05/2016	167111	9528	VERIZON WIRELESS	9768785244	3	10-70-290	.00	108.02	108.02
08/16	08/05/2016	167111	9528	VERIZON WIRELESS	9768785244	4	10-50-290	.00	61.10	61.10
08/16	08/05/2016	167111	9528	VERIZON WIRELESS	9768785244	5	10-43-290	.00	61.10	61.10
08/16	08/05/2016	167111	9528	VERIZON WIRELESS	9768785244	6	10-41-290	.00	214.40	214.40
08/16	08/05/2016	167111	9528	VERIZON WIRELESS	9768785244	7	15-51-500	.00	49.04	49.04
08/16	08/05/2016	167111	9528	VERIZON WIRELESS	9768785244	8	15-51-310	.00	29.27	29.27
08/16	08/05/2016	167111	9528	VERIZON WIRELESS	9768785244	9	10-61-290	.00	302.19	302.19
08/16	08/05/2016	167111	9528	VERIZON WIRELESS	9768785244	10	10-57-290	.00	446.85	446.85
08/16	08/05/2016	167111	9528	VERIZON WIRELESS	9768785244	11	10-54-610	.00	829.99	829.99

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08/16	08/05/2016	167111	9528	VERIZON WIRELESS	9768785244	12	10-48-290	.00	51.10	51.10
08/16	08/05/2016	167111	9528	VERIZON WIRELESS	9768785244	13	10-47-290	.00	223.39	223.39
08/16	08/05/2016	167111	9528	VERIZON WIRELESS	9768785244	14	10-76-290	.00	122.20	122.20
08/16	08/05/2016	167111	9528	VERIZON WIRELESS	9768785244	15	10-54-290	.00	1,112.00	1,112.00
08/16	08/05/2016	167111	9528	VERIZON WIRELESS	9768785244	16	10-54-290	.00	58.54	58.54
08/16	08/05/2016	167111	9528	VERIZON WIRELESS	9768785244	17	10-54-290	.00	2,607.05	2,607.05
08/16	08/05/2016	167111	9528	VERIZON WIRELESS	9768785244	18	10-54-310	.00	965.91	965.91
08/16	08/05/2016	167111	9528	VERIZON WIRELESS	9768785244	19	52-40-290	.00	79.44	79.44
08/16	08/05/2016	167111	9528	VERIZON WIRELESS	9768785244	20	10-63-290	.00	112.20	112.20
08/16	08/05/2016	167111	9528	VERIZON WIRELESS	9768785244	21	10-65-290	.00	102.20	102.20
08/16	08/05/2016	167111	9528	VERIZON WIRELESS	9768785244	22	10-81-290	.00	102.20	102.20
08/16	08/05/2016	167111	9528	VERIZON WIRELESS	9768785244	23	52-40-290	.00	153.30	153.30
08/16	08/05/2016	167111	9528	VERIZON WIRELESS	9768785244	24	15-51-500	.00	150.00-	150.00-
08/16	08/05/2016	167111	9528	VERIZON WIRELESS	9768785244	25	10-57-290	.00	150.00-	150.00-
08/16	08/05/2016	167111	9528	VERIZON WIRELESS	9768785767	1	10-57-290	.00	244.90	244.90
Total 167111:								.00		10,410.44
08/16	08/05/2016	167112	14455	VERNA CARNESECCA	072516	1	10-54-310	.00	100.00	100.00
Total 167112:								.00		100.00
08/16	08/05/2016	167113	14952	VIEVU LLC	10318	1	10-54-610	.00	318.00	318.00
Total 167113:								.00		318.00
08/16	08/05/2016	167114	5900	VIRGIN VALLEY DISPOSAL	5479485	1	52-40-310	.00	1,861.23	1,861.23
08/16	08/05/2016	167114	5900	VIRGIN VALLEY DISPOSAL	5479486	1	10-73-310	.00	2,232.84	2,232.84
Total 167114:								.00		4,094.07
08/16	08/05/2016	167115	5901	VIRGIN VALLEY WATER DISTRI	JUL 16	1	10-49-282	.00	1,601.00	1,601.00
08/16	08/05/2016	167115	5901	VIRGIN VALLEY WATER DISTRI	JUL 16	2	10-55-282	.00	2,489.50	2,489.50
08/16	08/05/2016	167115	5901	VIRGIN VALLEY WATER DISTRI	JUL 16	3	10-54-282	.00	358.00	358.00
08/16	08/05/2016	167115	5901	VIRGIN VALLEY WATER DISTRI	JUL 16	4	10-57-282	.00	747.50	747.50
08/16	08/05/2016	167115	5901	VIRGIN VALLEY WATER DISTRI	JUL 16	5	10-65-282	.00	185.00	185.00
08/16	08/05/2016	167115	5901	VIRGIN VALLEY WATER DISTRI	JUL 16	6	10-66-282	.00	187.00	187.00
08/16	08/05/2016	167115	5901	VIRGIN VALLEY WATER DISTRI	JUL 16	7	10-76-282	.00	66,196.00	66,196.00
08/16	08/05/2016	167115	5901	VIRGIN VALLEY WATER DISTRI	JUL 16	8	10-81-282	.00	3,686.00	3,686.00

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08/16	08/05/2016	167115	5901	VIRGIN VALLEY WATER DISTRI	JUL 16	9	10-82-282	.00	39.00	39.00
08/16	08/05/2016	167115	5901	VIRGIN VALLEY WATER DISTRI	JUL 16	10	12-87-282	.00	299.00	299.00
08/16	08/05/2016	167115	5901	VIRGIN VALLEY WATER DISTRI	JUL 16	11	10-70-282	.00	328.00	328.00
08/16	08/05/2016	167115	5901	VIRGIN VALLEY WATER DISTRI	JUL 16	12	10-38-701	.00	279.00	279.00
08/16	08/05/2016	167115	5901	VIRGIN VALLEY WATER DISTRI	JUL 16	13	52-40-620	.00	754.00	754.00
08/16	08/05/2016	167115	5901	VIRGIN VALLEY WATER DISTRI	MAY 2016	1	52-21400	.00	50,346.45	50,346.45
Total 167115:								.00		127,495.45
08/16	08/05/2016	167116	8034	WAL*MART STORES, INC.	071616	1	10-63-610	.00	150.00	150.00
08/16	08/05/2016	167116	8034	WAL*MART STORES, INC.	071616	2	10-65-610	.00	200.00	200.00
08/16	08/05/2016	167116	8034	WAL*MART STORES, INC.	071616	3	10-66-610	.00	150.00	150.00
08/16	08/05/2016	167116	8034	WAL*MART STORES, INC.	071616	4	52-40-610	.00	254.85	254.85
08/16	08/05/2016	167116	8034	WAL*MART STORES, INC.	071616	5	17-80-610	.00	67.52	67.52
08/16	08/05/2016	167116	8034	WAL*MART STORES, INC.	071616	6	10-81-490	.00	182.65	182.65
08/16	08/05/2016	167116	8034	WAL*MART STORES, INC.	071616	7	10-81-610	.00	128.46	128.46
08/16	08/05/2016	167116	8034	WAL*MART STORES, INC.	071616	8	10-81-490	.00	56.41	56.41
08/16	08/05/2016	167116	8034	WAL*MART STORES, INC.	071616	9	90-26113	.00	56.88	56.88
Total 167116:								.00		1,246.77
08/16	08/05/2016	167117	14218	WARREN B HARDY II	1608	1	10-41-310	.00	2,500.00	2,500.00
Total 167117:								.00		2,500.00
08/16	08/05/2016	167118	10077	WELLS FARGO	071316 GM	1	10-48-210	.00	190.00	190.00
08/16	08/05/2016	167118	10077	WELLS FARGO	071316 A B	1	10-41-610	.00	4.95	4.95
08/16	08/05/2016	167118	10077	WELLS FARGO	071316 A B	2	25-85-230	.00	12.00	12.00
08/16	08/05/2016	167118	10077	WELLS FARGO	071316 A B	3	10-82-620	.00	432.00	432.00
08/16	08/05/2016	167118	10077	WELLS FARGO	071316 AB	1	10-43-610	.00	134.13	134.13
08/16	08/05/2016	167118	10077	WELLS FARGO	071316 AL	1	10-41-230	.00	87.82	87.82
08/16	08/05/2016	167118	10077	WELLS FARGO	071316 BT	1	10-63-610	.00	214.86	214.86
08/16	08/05/2016	167118	10077	WELLS FARGO	071316 BT	2	10-63-610	.00	103.06	103.06
08/16	08/05/2016	167118	10077	WELLS FARGO	071316 BT	3	10-66-250	.00	33.60	33.60
08/16	08/05/2016	167118	10077	WELLS FARGO	071316 BT	4	22-65-746	.00	342.01-	342.01-
08/16	08/05/2016	167118	10077	WELLS FARGO	071316 BT	5	52-40-620	.00	1,425.92	1,425.92
08/16	08/05/2016	167118	10077	WELLS FARGO	071316 DM	1	10-47-230	.00	165.00	165.00
08/16	08/05/2016	167118	10077	WELLS FARGO	071316 DM	2	10-47-310	.00	49.95	49.95
08/16	08/05/2016	167118	10077	WELLS FARGO	071316 KC	1	10-57-230	.00	697.64	697.64

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
08/16	08/05/2016	167118	10077	WELLS FARGO	071316 KC	2	10-57-230	.00	697.64	697.64
08/16	08/05/2016	167118	10077	WELLS FARGO	071316 KC	3	10-57-230	.00	173.71	173.71
08/16	08/05/2016	167118	10077	WELLS FARGO	071316 KC	4	10-57-230	.00	153.00	153.00
08/16	08/05/2016	167118	10077	WELLS FARGO	071316 KC	5	10-57-230	.00	100.00	100.00
08/16	08/05/2016	167118	10077	WELLS FARGO	071316 MC	1	10-54-230	.00	336.78	336.78
08/16	08/05/2016	167118	10077	WELLS FARGO	071316 MC	2	10-54-210	.00	100.00	100.00
08/16	08/05/2016	167118	10077	WELLS FARGO	071316 RR	1	10-57-250	.00	274.35	274.35
08/16	08/05/2016	167118	10077	WELLS FARGO	071316 RR	2	10-57-230	.00	169.99	169.99
08/16	08/05/2016	167118	10077	WELLS FARGO	071316 RR	3	10-57-230	.00	480.00	480.00
08/16	08/05/2016	167118	10077	WELLS FARGO	071316 RR	4	10-57-230	.00	520.00	520.00
08/16	08/05/2016	167118	10077	WELLS FARGO	071316 RR	5	10-57-610	.00	28.99	28.99
08/16	08/05/2016	167118	10077	WELLS FARGO	071316 RR	6	10-57-250	.00	114.04	114.04
08/16	08/05/2016	167118	10077	WELLS FARGO	071316 RR	7	10-57-610	.00	203.42	203.42
08/16	08/05/2016	167118	10077	WELLS FARGO	071316 RR	8	10-57-210	.00	180.00	180.00
08/16	08/05/2016	167118	10077	WELLS FARGO	071316 RR	9	10-54-610	.00	419.00	419.00
08/16	08/05/2016	167118	10077	WELLS FARGO	071316 RR	10	10-57-610	.00	160.00	160.00
08/16	08/05/2016	167118	10077	WELLS FARGO	071316 RR	11	10-57-610	.00	449.42	449.42
08/16	08/05/2016	167118	10077	WELLS FARGO	071316 RS	1	10-61-240	.00	34.59	34.59
08/16	08/05/2016	167118	10077	WELLS FARGO	071316 RT	1	15-51-500	.00	110.00	110.00
08/16	08/05/2016	167118	10077	WELLS FARGO	071316 ST	1	10-54-240	.00	151.40	151.40
08/16	08/05/2016	167118	10077	WELLS FARGO	071316 ST	2	10-54-230	.00	264.98	264.98
08/16	08/05/2016	167118	10077	WELLS FARGO	071316 ST	3	10-54-240	.00	302.80	302.80
08/16	08/05/2016	167118	10077	WELLS FARGO	071316 ST	4	10-54-230	.00	6.25	6.25
08/16	08/05/2016	167118	10077	WELLS FARGO	071316 ST	5	10-54-230	.00	499.00	499.00
08/16	08/05/2016	167118	10077	WELLS FARGO	071316 TT	1	10-54-230	.00	244.16	244.16
08/16	08/05/2016	167118	10077	WELLS FARGO	071316 TT	2	10-54-240	.00	344.94	344.94
08/16	08/05/2016	167118	10077	WELLS FARGO	071316 TT	3	10-54-240	.00	454.20	454.20
08/16	08/05/2016	167118	10077	WELLS FARGO	071316 TT	4	10-54-230	.00	500.00	500.00
08/16	08/05/2016	167118	10077	WELLS FARGO	071616 RS	1	10-50-230	.00	28.53	28.53
08/16	08/05/2016	167118	10077	WELLS FARGO	071616 RS	2	10-50-210	.00	395.00	395.00
08/16	08/05/2016	167118	10077	WELLS FARGO	071616 RS	3	10-50-230	.00	28.23	28.23
08/16	08/05/2016	167118	10077	WELLS FARGO	071616 RS	4	10-50-230	.00	38.46	38.46
08/16	08/05/2016	167118	10077	WELLS FARGO	071616 RS	5	10-50-240	.00	479.99	479.99
08/16	08/05/2016	167118	10077	WELLS FARGO	081116NM	1	17-80-610	.00	1,536.82	1,536.82
08/16	08/05/2016	167118	10077	WELLS FARGO	081116NM	2	17-80-610	.00	137.27	137.27
08/16	08/05/2016	167118	10077	WELLS FARGO	081116NM	3	17-80-610	.00	408.18	408.18
Total 167118:								.00	13,004.10	

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
08/16	08/05/2016	167119	15043	WESTON WELCH	JULY 16	1	17-80-310	.00	448.00	448.00
Total 167119:								.00	448.00	448.00
08/16	08/05/2016	167120	10874	WHEELER MACHINERY	SS00010027	1	52-40-620	.00	3,564.34	3,564.34
Total 167120:								.00	3,564.34	3,564.34
08/16	08/05/2016	167121	11418	WHEELER'S ELECTRIC INC	160712	1	22-65-746	.00	10,340.00	10,340.00
Total 167121:								.00	10,340.00	10,340.00
08/16	08/05/2016	167122	14842	WILLIAM MITCHELL	072816	1	10-23200	.00	5,000.00	5,000.00
Total 167122:								.00	5,000.00	5,000.00
08/16	08/05/2016	167123	12380	ZOLL MEDICAL CORPORATION	2400392	1	10-57-615	.00	560.25	560.25
Total 167123:								.00	560.25	560.25
08/16	08/05/2016	167124	14726	EXTREME NETWORKS	11178139	1	10-54-740	.00	2,029.50	2,029.50
Total 167124:								.00	2,029.50	2,029.50
08/16	08/08/2016	80816001	14380	ATKINS NORTH AMERICA	1840642 C	1	12-87-740	.00	1,500.00-	1,500.00-
08/16	08/08/2016	80816001	14380	ATKINS NORTH AMERICA	1840642B	1	12-87-740	.00	1,500.00	1,500.00
Total 80816001:								.00		.00
08/16	08/08/2016	80816002	14058	MTM CLEANING SERVICE	215B	1	10-63-310	.00	1,125.00	1,125.00
08/16	08/08/2016	80816002	14058	MTM CLEANING SERVICE	215C	1	10-63-310	.00	1,125.00-	1,125.00-
Total 80816002:								.00		.00
Grand Totals:								.03		1,115,626.7

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 23, 2016

BUDGET AMENDMENTS

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

BUDGET AUGMENTS

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



City Council Regular Agenda Item 3.

Subject:

Consideration of Approval of the August 23, 2016 Regular City Council Meeting Agenda, the July 26, 2016 Regular City Council Meeting minutes and the August 2, 2016 Technical Review Meeting minutes.

- Public Comment
- Discussion and Possible Action

Petitioner:

Tracy E. Beck. City Clerk

Staff Recommendation:

Approve the August 23, 2016 Regular City Council Meeting Agenda; the July 26, 2016 Regular City Council Meeting minutes and the August 2, 2016 Technical Review Meeting minutes.

Fiscal Impact:

None

Budgeted Item:

No

Background:

None



August 23, 2016

Attachments:

July 26, 2016 Regular City Council Meeting minutes
August 2, 2016 Technical Review Meeting minutes



Mesquite City Council

Regular Meeting

Mesquite City Hall

10 E. Mesquite Blvd.

Tuesday, July 26, 2016 - 5:00 PM

Minutes of a scheduled meeting of the City Council held on Tuesday, July 26, 2016, at 5:00 P.M. at City Hall. In attendance were Mayor Allan S. Litman, Council members W. Geno Withelder, Rich Green, George Rapson and Cynthia "Cindi" Delaney. Also, in attendance were; Finance Director David Empey, Development Services Director Richard Secrist, Public Works Director Bill Tanner, City Attorney Robert Sweetin, Executive Assistant Joy Eastwood, other city staff and approximately 16 citizens.

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

Below is an agenda of all items scheduled to be considered. Unless otherwise stated, items may be taken out of the order presented on the agenda at the discretion of the Mayor and Council. Additionally, the Mayor and Council may combine two or more agenda items for consideration, and may remove an item from the agenda or delay discussion relating to an item on the agenda at any time. Public comment is limited to three minutes per person and may only address items that are not on the meeting's agenda.

Ceremonial Matters

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

Public Comments

During the Public Comment portion of the agenda comments must be limited to matters within the authority and jurisdiction of the City Council. Items raised under this portion of the Agenda cannot be deliberated or acted upon until the notice provisions of the Nevada Open Meeting Law have been met. If you wish to speak to the City Council at this time, please step up to the podium and clearly state your name. Comments are limited to 3 minutes in length.

1. Public Comment

[Minutes:]

Mayor Litman read this item by its title and opened up the meeting to Public Comments.

[Minutes:]

Art Pereida: Candidate for Mayor. I don't know if I have a question or a statement, but as you come into City Hall on your right side as you're coming in, you have a Native American scene waterfall supposedly. It's been like that for over 10 years, and I have to ask is that complete? If it's not complete, when are you going to complete it? If it is complete, to be very honest, that looks incomplete because the water should be coming out of -- sometimes the water comes out when it's running, and there should be some type of a rock façade where it cascades down. Over 10 years now, that's been sitting like that. Very rarely does the water pump. I know it's in a circulating water pump, but if it's funds, maybe you can get some type of a community type thing, do some car washes, order the rock façade so it looks beautiful, because I know it looks beautiful when it's on. Just a thought. Just a comment. I don't know what the status of it is, so if you would enlighten us, I would appreciate it. Thank you.

[Minutes:]

Mr. Tanner: The waterfall has been shut down mainly for the conservation of water. This time of year the water evaporates out of there, and we use a tremendous amount of water. As far as the inside of it, we put a pebble finish on the inside. The statues have been maintained and repainted. I'm not sure what he's talking about with the rock façade, but it was finished and it's actually been improved. We spent a few thousand dollars redoing the inside of it with that pebble finish, and you know I think Mrs. Withelder has suggested several times that she'd like to see it on. It's just a matter of when do you turn it on? We can run it a couple of months in the fall, a couple of months in the winter, and then shut it down; otherwise, we're using a tremendous amount of water, so we'd be more than happy to switch the operating procedure if the Council and Mayor so desire.

[Minutes:]

Council member Rapson: I got a say, art is in the eye of the beholder. I mean, you commission a piece of art, they do their art work, and I don't think it's appropriate to take it and start modifying it. It's like getting the Mona Lisa and start putting a mustache on her. I mean, it is what it is, and I think we spent a lot of money on it. It's a beautiful piece of art, and it's in the eye of the beholder. We could talk to 100 people and get 100 different opinions. So you know, I'm fine.

[Minutes:]

Mayor Litman: We will see what we can do about having water turned on other than in the summer months.

[Minutes:]

Mike Benham: Candidate for City Council. Next Monday, August 1st at 6:30, we are giving a 72-hour preparedness class and also talking about the Zika Virus, so I would suggest to the citizens of Mesquite to come and learn something. Hopefully you will never need it, but if you do, you will be prepared. Thank you.

Consent Agenda

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

2. Consideration 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

Council member Withelder moved to approve Items 2 and 3 of the Consent Agenda. Council member Rapson seconded the motion.

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

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 APPROVED WITH ITEM NUMBER 2 OF THE CONSENT AGENDA.

Resolutions & Proclamations

4. Consideration of Approval of Resolution No. 902, adopting Amendment No. 2 to Inter local Agreement (NM068-15-015) between the City of Mesquite (COM) and the Nevada Department of Transportation (NDOT) for the Construction of Exit 118 located on I-15 within the City of Mesquite, Nevada.

- Public Comment
- Discussion and Possible Action

[Minutes:]

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

[Minutes:]

Mr. Tanner: This is just an amendment to the Interlocal agreement, second amendment. This is an agreement that NDOT will reimburse the City for the asbestos testing that was needed to be done on Exit 118 in the amount of \$16,392.51. This is just an Interlocal Agreement with NDOT for that refunding, and I'd be glad to answer any questions.

Council member Rapson moved to approve Resolution No. 902, adopting Amendment No. 2 to Inter local Agreement (NM068-15-015) between the City of Mesquite (COM) and the Nevada Department of Transportation (NDOT) for the Construction of Exit 118 located on I-15 within the City of Mesquite, Nevada. Council member Withelder seconded the motion.

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

Department Reports

5. Mayor's Comments

[Minutes:]

Mayor Litman: I have a brief item to mention here. I received an email from the office of Cresent Hardy, and it says Cresent Hardy has asked me to reach out to inform you the City of Mesquite has been awarded a federal grant from the Department of Transportation, Federal Aviation Administration for the engineering design of a 16,600 foot parameter fence at the Mesquite Airport. This grant award provides \$153,750 for the project. The notice of the award and additional information can be found in etc., etc. The Congressman is thrilled that the City of Mesquite has been awarded this grant and intends to further assist in

securing grants like this for important projects that benefit the people of Mesquite. If you have any questions, contact Crescent Hardy. I think that's a real nice thing to get in our City.

The other quick comment I'll make was how successful the opening of the exit was, and for those of you that attended, I think it was phenomenal. It's a little bit uncomfortable out there for the heat, but people weathered it pretty well. I drove it today going down to Las Vegas and back, and it is absolutely beautiful. They're still working on it, by the way, on some of the landscaping, so it will even look nicer in the future.

6. City Council and Staff Reports

[Minutes:]

Mayor Litman: Comments from City Council? Staff?

[Minutes:]

Mr. Tanner: Mayor, I do have one comment. We do have a couple of things with Exit 118 that we are working with NDOT on. We are looking at possibly some type of barrier rail or guardrail to be put in the median to deflect vehicles away from the arches, and then NDOT is also wanting to look at some type of landscaping, so there could be some additional work going on there for another month or so. Those will be things that weren't really part of the original contract. There's going to be some extras that NDOT is working out with City of Mesquite and RTC on some additional work.

Zoning Items

7. 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 and asked Council for any questions or comments.

Council member Delaney moved to approve 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 and to set the date for Public Hearing for Tuesday, August 9, 2016 at 5:00 PM. Council member Withelder seconded the motion.

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

Administrative Items

8. Consideration of the Introduction 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 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: I would note at the Tech Review where this first came up, there was a public comment made regarding Section B of the ordinance or of the proposed ordinance. It would be actually Part B of the ordinance, if it were enacted, Primary Election Results. We defined the phrase majority of voters as one half the total voter turnout number as determined by the Statement of Vote released by Clark County. I spoke with the person that made that comment to try to clarify. There were no proposals made. The concern was just that that language was ambiguous.

I went back to the County, and in fact, the Statement of Vote is specific to the type of vote. I think his concern was that a presidential election could occur. People would walk in and vote for president and then walk out. That practically could not happen, because the primaries are not run at the same time as the general presidential election, and we're a caucus state. But I understand his concern. That Statement of Vote is specific. so the Statement of Vote is a term of art. It's a specific document that comes from the County. I will amend the language. I am proposing I'll amend the language for the public hearing to say applicable statement of vote. That might allay some of his concerns. I don't know. But other than that, I don't think there were any concerns with the bill, and I'll move it forward as proposed.

[Minutes:]

Council member Delaney: If there are no further questions or comments, I would just like to say, Bob, I am real pleased with this. I think it does speak to the idea that we are talking about voters and not having to – it's a very simple, clear-cut way to define, you know, what the majority of the voters is, and we don't have to use any other system other than that. I know that some people complained about the fact that there weren't going to be a lot of people here in June, now that we're going to be always in June, but I believe that the people that want to vote on those elections find a way to vote. If you're going to be out of town, you vote by absentee. So if there are no other comments from Council.

[Minutes:]

Council member Rapson: So, this has been beat up by Council member Delaney a few times. I'm just going to add my two cents, and I'll tell you this to me is procedural deal. If voters may have been what was intended, voters may have been what was the right answer, but when you have an ordinance and it says votes, that's the answer, and to change it retroactively is – I don't even know if it's really legal. I mean, the bottom line is we passed an ordinance, whether we knew what we were passing at the time or not is irrelevant. It was passed. It's like if you have a stand your ground law and there's a confrontation and somebody is shot, then you go, whoa, I don't think I like the outcome of that one. Well, let's change it. So you change the law and you say let's make it retroactive so it covers that incident. Charge him with murder. That is not how government works. Philosophically what we did was wrong, and I just want to comment because we have gotten loads of comments from the other end.

Council member Delaney moved to the Introduction 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 and to set a date for Public Hearing for Tuesday August 9, 2016 at 5:00 PM. Council member Withelder seconded the motion.

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

Public Comments

During the Public Comment portion of the agenda comments must be limited to matters within the authority and jurisdiction of the City Council. Items raised under this portion of the Agenda cannot be deliberated or acted upon until the notice provisions of the Nevada Open Meeting Law have been met. If you wish to speak to the City Council at this time, please step up to the podium and clearly state your name. Comments are limited to 3 minutes in length.

9. Public Comment

[Minutes:]

Mayor Litman opened up the meeting to Public Comments. There were no speakers.

Adjournment

10. Adjournment

[Minutes:]

Mayor Litman Adjourned the meeting at 5:17 PM.

Allan S. Litman, Mayor

Tracy E. Beck, City Clerk



Mesquite City Council

Technical Review Meeting

Mesquite City Hall - Training Room

10 E. Mesquite Blvd.

Tuesday, August 02, 2016 - 1:30 PM

Minutes of a scheduled meeting of the City Council held on Tuesday, August 2, 2016, at 1:30 P.M. at City Hall in the Training Room. In attendance were Mayor Allan S. Litman, Council members W. Geno Withelder, Kraig Hafen, George Rapson, and Cynthia "Cindi" Delaney Also, in attendance were City Manager Andy Barton, Development Director Richard Secrist, Public Works Director Bill Tanner, City Liaison Aaron Baker, City Clerk Tracy Beck, other city staff and approximately 4 citizens.

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

Below is an agenda of all items scheduled to be considered for the Mesquite City Council Regular Council Meeting. Agenda items discussed on this agenda are considered "Proposed" until the final agenda for the Regular City Council Meeting is posted, according to NRS 241.020. Unless otherwise stated, items may be taken out of the order presented on the agenda at the discretion of the Mayor and Council. Additionally, the Mayor and Council may combine two or more items for consideration, and may remove an item from the agenda or delay discussion relating to an item on the agenda at any time. Public comment is limited to three minutes per person.

Public Comments

During the Public Comment portion of the agenda comments must be limited to matters within the authority and jurisdiction of the City Council. Items raised under this portion of the Agenda cannot be deliberated or acted upon until the notice provisions of the Nevada Open Meeting Law have been met. If you wish to speak to the City Council at this time, please step up to the podium and clearly state your name. Comments are limited to 3 minutes in length.

1. Public Comments

[Minutes:]

Mayor Litman opened up the meeting to Public Comments.

[Minutes:]

Barbara Ellestad from Mesquite Local News asked a question regarding Special Item number 6 and if there would be back up material available before the meeting.

[Minutes:]

Dave West, Candidate for City Council asked a question regarding Item #12 and was wondering what the cause of the increase in incidents.

Consent Agenda

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

2. Consideration for Approval of the August 9, 2016 Agenda, the July 7, 2016 Regular City Council Meeting Minutes;
 - Public Comment
 - Discussion and Possible Action

[Minutes:]

Mayor Litman read this item by its title

[Minutes:]

Ms. Beck, City Clerk stated that there were a couple of additions for the August 9, 2016 Regular City Council meeting agenda. The first addition is the City of Mesquite emergency Operation Plan from Chief Christopher. The second and third additions would be for two Resolutions and two Inter local agreements with Clark County Fire Department accepting a \$5669.00 SERC Grant to purchase 4 Draeger Atmospheric Monitors to rapidly identify Hazardous Materials during incidents and a \$6,029 UASI Grant which will provide a Life size Icon Video Conference System. Another addition to the agenda will be the July 19, 2016 Technical Review Meeting Minutes.

[Minutes:]

Mr. Tanner, Public Works Director, will be adding the FAA Grant for the Mesquite Airport and a Contract with Forsgren. Both of these items are pending being received by Mr. Tanner no later than Wednesday afternoon.

[Minutes:]

Council member Delaney: When can we expect to see back up materials?

[Minutes:]

Ms. Beck: They will be in the Thursday's posting.

Council member Delaney moved to approve the additions to the agenda as mentioned for the August 9, 2016 Regular Council Meeting. Council member Hafen seconded the motion.

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

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

- Possible Action

[Minutes:]

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

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

[Minutes:]

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

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

- 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.

Special Items

6. Presentation by Tim Smith from the Bureau of Land Management.

[Minutes:]

Mayor Litman read this item by its title and asked Aaron Baker about back up materials.

[Minutes:]

Mr. Baker stated that he would check to see if back up material is available.

[Minutes:]

Council member Hafen mentioned that during public comments, there was a request for back up material.

[Minutes:]

Mr. Baker stated that he agreed and would try and get it.

Resolutions & Proclamations

7. Consideration of Approval of Resolution No. 903, adopting Supplemental No.1 to Inter local Agreement (MES04A15) for the Virgin River Flood Wall between the City of Mesquite and the Clark County Regional Flood Control District. - Possible Action

[Minutes:]

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

8. Consideration of Approval of Resolution No. 904, adopting an Inter local Contract (No. 911) between the City of Mesquite and the Regional Transportation Commission for maintenance and reconstruction of City of Mesquite Roads. - Possible Action

[Minutes:]

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

[Minutes:]

Mr. Tanner: I am going to put in the staff recommendation to approve. It needs to be reapproved contingent on RTC's approval on the meeting on Thursday. We got this in a couple of days early for the RTC meeting, so I will have that changed, so the recommendation will be subject to their approval.

[Minutes:]

Council member Withelder: What is the story on Riverside Road? Is Clark County going to turn it over to the City at some point?

[Minutes:]

Mr. Tanner: We are. I think the agreement has almost been hashed over by everyone. I think what now is happening is NDOT's trying to budget the funding for that. Aaron might know more, but once they have –we give them an estimate of about I want to say \$670,000 to overlay that road, and then we got a little bit nervous, because it's been three years since we've started these conversations, but we actually took the bid items from our bid, this last bid we did, and it seems like that the number we gave them is a pretty good number. So hopefully once they get that money budgeted, that will pay that back and we'll be able to make a couple of design changes on Riverside Road. We'd like to try to change the schematic of the striping of that, and then we'll overlay it.

[Minutes:]

Mr. Baker: They will give us the money to overlay it. They won't overlay it for us. They'll give it to us, and say here's the money, and you'll overlay it.

Department Reports

9. Mayor's Comments

[Minutes:]

Mayor Litman read this item and stated he has nothing.

10. City Council comments and Staff Reports

[Minutes:]

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

[Minutes:]

Council member Rapson: I probably have something on the LVCVA, statistical data.

[Minutes:]

Mr. Tanner: I am working with a Scott Higgins on a bid on a BLM right of way, and they're working on some federal legislation to require the BLM to turn some of the parcels of leased property into these -- back to the entity. In Clark County, it's a large number that we're putting together to try to get the legislation changed to where BLM doesn't have the ability to control everything we do on that leased property. That we'll be able to get it from them, (indiscernible) title and be able to do what we want with it. So that is happening right now. It's a pretty big deal with the meetings in Clark County.

[Minutes:]

Mayor Litman: I know Flood Control's involved in that, too, the channels and the dredging. We testified on that last Tuesday on Vegas.

[Minutes:]

Council Member Hafen: AB394 Public Hearings for the Northeast Clark County portion is Thursday down in Moapa. This Thursday.

Zoning Items

11. 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

[Minutes:]

Mayor Litman read this item by its title, stated that there would be a Public Hearing and asked if there were any questions or comments. There were none.

Administrative Items

12. Approval for an emergency hire for a full time Police Officer

- 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:]

Council member Withelder: Chief, have you noticed any increase in traffic, a substantial increase in traffic on West Pioneer going toward the new off-ramp? That's going to turn out to be a racetrack, it looks like.

[Minutes:]

Chief Tanner: Yeah. You know, there's a little bit, but not a whole lot. We haven't seen a huge increase. You have the businesses out there, but no, not a ton. I think George said – I know George on the LVCA. I was talking to him at the meeting last week, a group of them, and they said our tourism rate is up, I think, 1,300,000 people and it was a 1,100,000 two years prior. So when people ask, you know, what's influx in crime or why is there more activity, I think it's a combination of several things. You know, you got 31 officers in 2008, and we had like 64 people in the department, and it's 53, so we lost a lot of support staff. So a lot of these officers are taking on three duties each. Like one helps with PIO and then they do like two or three things each, so it's just hard to, you know, gauge and see what's going on, but we still keep the minimal on the street than we had back then. We do our best. We got guys that leave on military leave or guys leave on major surgeries and injuries, but that's not the only cause of it. My biggest fear is, and I talked to Andy in great length about this, is it takes a year for us to get a patrol officer back. By the time they go to the academy for 6 months, all the testing is done, and then we have 5 months of field training, so we got 11 months before they're on the street, and our crime rate, you can see the increases that we attached on the documents, is up. It's amazing. None of these are fudged or anything. They are exactly what they are. I pulled them from Stillman, so this is – I mean, you can pull (indiscernible) incident on every one of these, and we just have an increase overall. The traffic accidents are up. DUI investigations are up. Alcohol related offenses and drugs are way up. The I-15 corridor is getting busier in construction, that's why the burglaries are up. I am absolutely sure. We go through this cycle every single year, just heavier than prior years, just because more people are in need of money apparently and it's summer. They leave all these towns, you know, Vegas, St. George, up south, and they come down here and steal shit and jump back on the highway. So we have a big increase there.

And then, of course, most of you know fraud investigations are up, thanks to

(indiscernible) on a big majority of those, but there also was a huge influx before that happened that one case. There was a lot of those. There's 81 compared to 26 last year, for example, and those take a substantial amount of time. Dealing with financial crimes, you have to do all kinds of subpoenas, all kinds of warrants to get into banks. They just don't share information. They're not really cooperative, so we have to get stuff all the way back to their states most of the times.

So I guess my short long answer is, yeah, it's busier everywhere. I went on several ride-alongs, the guys will tell you, in the last few weeks. I've rode along with guys for four-hour shifts to see if there is any exaggeration to it, not that I don't believe them, I do, but everyone feels like they are overworked to some degree, and I saw a huge influx compared to what it was a couple of years ago. There's a lot going on, a lot to keep up with and they have MDTs in the car, so most of the reports are done in the vehicle, but there's just a lot to do. So our guys do a great job, too, and the cameras have been really beneficial to all of us. Everyone on patrol has a camera, so that helps as far as complaints and also protects officers with everything going on across the nation right now. So it's nice to see. Guys are a lot more professional than they've ever been. In my opinion, it's the best I've ever seen it, but they're really busy. That's all I can tell you. I don't want a bunch burn out like we had in dispatch. They had a turnover of 11 people. They just keep rotating, because it's just so busy in there.

[Minutes:]

Council member Delaney: So you're short answer is more people in town, less staff.

[Minutes:]

Chief Tanner: Exactly, a lot less staff. Our population, just so you all know, I talked to Aaron today, so I am going to blame him if the numbers are wrong, but he gave me 19,061 as our new --

[Minutes:]

Council member Delaney: And that summer numbers?

[Minutes:]

Chief Tanner: Population wise, we were at 18,200 last year when I checked, so that's influx of residents and tourism both. We have a lot more stuff going on. We have a lot of senior people and a lot of nice stuff that people steal, unfortunately, and so on and there are a lot of fraud cases because of the internet and social media and phone calls. So that stuff's increased, and I don't think it's going to slow down. So we constantly, if you notice, put things in the newspaper to tell them and advise them, hey, watch this, watch for this.

Anything that sounds too good, it's too good to be true. So I don't know what to do besides that. We constantly put in the newspaper, have our PIO show that with the media groups and our Facebook page. We've got a lot of followers there, so we can continue to try to stay ahead of that curve, but it happens unfortunately more than I like to see. Constantly, I get calls almost weekly of someone being taken advantage of money wise or business wise or somebody said they would sell them or do or service they didn't provide, so it's just ongoing.

[Minutes:]

Council member Delaney: Geno, I think that once we get more businesses out there – I know our son was in town, he's a driver, and since there's not a truck stop out there yet and he wasn't going to one of the facilities out there like Do It Best or something like that, he was just coming through, there's no reason for him to take that exit and come around, come in to town, so I think that exit will get more and more use as businesses –

Male Voice: I think Do It Best - they use the off-ramp now and it is a great thing for them, and it will be for other people when new businesses come for sure.

[Minutes:]

Barbara Ellestad: It will take some of the soccer traffic.

13. 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

[Minutes:]

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

14. Presentation on exploration of adopting a City Charter, Process and Procedures, and other matters properly related thereto.

- Discussion and Possible Action

[Minutes:]

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

[Minutes:]

Mayor Litman: Bob is going to make a presentation in about 5 minutes on that item, and again this is just exploration of that.

Public Comments

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15. Public Comments

[Minutes:]

Mayor Litman opened up the meeting to Public Comments.

[Minutes:]

David Ballweg: Candidate for City Council. First of all, item number 14, I would again request please that this is discussion item for this Council. It could be a presentation to please allow people to comment on that item. The other thing that I would like to address is what Chief Tanner just said. One of the things that I think is very important, and I think the City Council is aware of it, but I think it's very important that we recognize it. Our police department does a great job at community policing and quality of life policing. If we cut our staff back so far where we don't have the patrols to catch those random quality of life crimes or even respond to those quality of life crimes, whether it may seem minor to certain people, whether it's a dog attack or a dog problem or where the police don't have those kind of problems, that's where the quality of life in this town would go down. You know, to go on the record, I actually encouraged Chief to try to get a second officer, because I think to keep our community quality up it takes so long to train an officer and bring him up to speed. It's up to him to request it, but I don't think it would be out of line that we would look at getting two officers on board. Thank you.

[Minutes:]

Barbara Ellestad: Just to put some credence into the Chief's information and background, I in fact wrote an article this morning based on LVCVA reports. A couple of years ago I remember that we had 22,000 vehicles on average every day on I-15, and today that number is 28,000 vehicles every day.

[Minutes:]

Council member Rapson: Which we have not seen, ever.

[Minutes:]

Barbara Ellestad: Ever. We didn't have that many at the height of the recession or before the recession started. The other startling number that goes back to before the recession, for the first six months of the year, we had just over 700,000 visitors. Every month this year, we've had over 100,000 visitors. We are up 10% for the first six months of the year. So, you know, those are some startling numbers when you think about it. I read the blotter all the time and the arrest record, and so if you go through the arrest record it is half in town and half out of town addresses. So you know there's a lot of credence, not that you needed it.

[Minutes:]

Council member Hafen: Not to mention what these guys have to deal with of what's going on nationwide against police officers.

[Minutes:]

Mr. Tanner: I have one other thing, Mayor. Lincoln County notified us today of Special Meeting. It will be Monday, August 8th, and they have agreed putting on Mesquite Landfill host back on. They went through and the whole agenda item is on solid waste. They are transferring some funds. They are going to purchase the landfill from Recology, and I'm assuming they're looking for ways to pay back the funds that they are transferring money to, which is, of course, beyond our range. So we will be going up there Monday.

[Minutes:]

Council member Delaney: So nice of them to give you a week's notice.

Adjournment

16. Adjournment

[Minutes:]

Mayor Litman adjourned the meeting at 1:50 PM.

Allan S. Litman, Mayor

Tracy E. Beck, City Clerk



August 23, 2016

City Council Regular Agenda Item 4.

Subject:

Wes Henderson, Nevada League of Cities will make a presentation providing an update on NLC activities.

- Presentation
- Public Comment
- Discussion and Possible Action

Petitioner:

Andy Barton, City Manager

Staff Recommendation:

None

Fiscal Impact:

None

Budgeted Item:

No

Background:

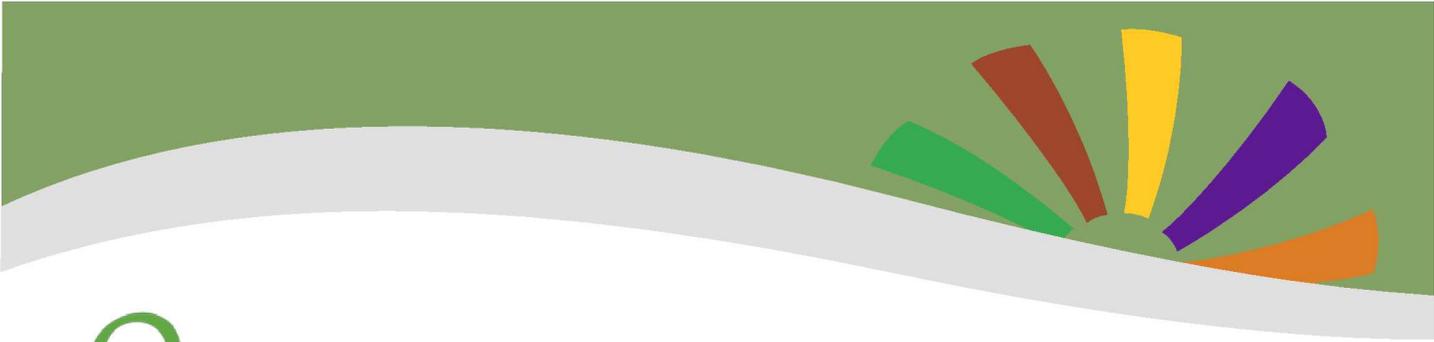
None

Attachments:

None



August 23, 2016



Sparkling Ideas to Inspire the Future

Nevada League of Cities & Municipalities

Annual Conference

Nugget Hotel, Sparks NV

October 12-14, 2016

Early Registration ends August 29th!

Register now and save!

www.nvleague.org



**Nevada League of Cities & Municipalities
Annual Conference**

Nugget Hotel, Sparks NV
October 11-14, 2016

 *Sparkling Ideas to Inspire the Future*

Tentative Schedule

Tuesday, October 11th (early evening)

“Friends of the League” Appreciation Reception

Wednesday, October 12th

POWER I, II and III Training – (all day)

Golf Tournament – (10:00 a.m. shotgun start)
Red Hawk Golf and Resort
6600 N Wingfield Pkwy

Affiliate Group Meetings

Welcoming Reception (early evening)
O’Cleary’s Irish Pub
1330 Scheels Drive

Thursday, October 13th – (all day)

Continental Breakfast

Opening Ceremonies and General Session

Keynote Speaker – Mr. Roger Brooks

Roger has worked with nearly a thousand communities, as well as many states, provinces, national parks, and countries in their branding, product development and marketing efforts. And beyond the public sector, Roger has worked with trade associations and businesses in the lodging, retail, and restaurant industries as well as attractions, tour operators and providers, marketing agencies, and the travel media. He is the go-to expert for anyone with ties to the travel industry or in downtown development where most travel spending takes place.

Lunch

Educational Sessions

Panel Discussions on Topics Including Housing, Volunteerism, Local Government Revenues, and Health Care, Insurance and Medicaid

Host City Reception (early evening)
Sparks Marina Park
300 Howard Dr.

Continued on back page.

Sparking Ideas to Inspire the Future

Tentative Schedule *continued*

Friday, October 14th – (all day)

Continental Breakfast

Educational Sessions

“Future of Transportation”
“Local Government Autonomy”

General Session

Banquet Lunch/Awards and Recognition

Annual Membership Meeting

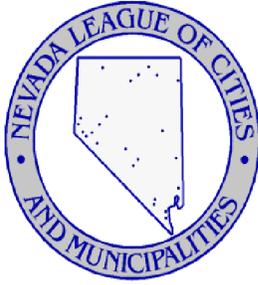
Closing Reception
Sparks Heritage Museum and Cultural Center
814 Victorian Avenue

[Register Now](#)

Early registration ends August 29th!

[Hotel Reservations](#)





NLC&M

2017 Legislative Session

Bill Draft Requests

The Board of Directors of the Nevada League of Cities and Municipalities approved the submittal of three Bill Draft Requests (BDRs) for the 2017 Legislative Session. A brief description of the BDRs is below.

Vacant Property

We will be submitting a BDR seeking to grant local governments more authority to deal with vacant and abandoned buildings. Language is still being developed for this BDR. We have reached out to other state municipal leagues for sample language.

Delinquent Utility Bills

Current law (NRS 268.043) allows a city to place delinquent bills for sewage on the property tax bill for collection. This BDR will seek to expand this authority to cover all utilities provided by a city.

Fuel Tax Distribution

This BDR seeks to ensure that towns and General Improvement Districts with the responsibility for the construction and/or maintenance of roads and streets receive funds from the existing taxes on motor fuels. Distribution is currently limited to counties and incorporated cities. Towns with town boards as organized under NRS 269.016 to 269.019, inclusive, are entitled to receive proceeds from the tax levied pursuant to NRS 365.190 but the statute is silent as to other towns and General Improvement Districts.



City Council Regular Agenda Item 5.

Subject:

Presentation on exploration of adopting a City Charter, Process and Procedures, and other matters properly related thereto.

- Public Comment
- Discussion and Possible Action

Petitioner:

Bob Sweetin, City Attorney

Staff Recommendation:

Utilize the city's Bill Draft Request with the NV League of Cities for the purpose of submitting a charter for the City by way of special act of the legislature

Fiscal Impact:

N/A (at this point).

Budgeted Item:

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.



August 23, 2016

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).

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.

Attachments:

None



City Council Regular Agenda Item 6.

Subject:

Presentation by the Transportation Resource Advisory Committee and Community collaboration (TRAC) summarizing a report on regional roadway planning and funding priorities and recommendations to consider for Southern Nevada.

TRAC Facilitator Thom Reilly will share the committee's findings and recommendations with the City of Mesquite and Council

- Presentation
- Public Comment
- Discussion and Possible Action

Petitioner:

Allan S. Litman, Mayor

Staff Recommendation:

Acceptance of the Presentation.

Fiscal Impact:

None

Budgeted Item:

No

Background:



August 23, 2016

The Regional Transportation Commission of Southern Nevada (RTC) Board of commissioners approved the creation of a citizen's advisory group named the Transportation Resource Advisory Commissioners (TRAC) in September 2015. The 36-person committee convened in January 2016 and met over the course of six months to discuss regional roadway planning and funding priorities for Southern Nevada. TRAC provided a report to the RTC Board in July 2016 to recap roadway planning and funding discussions and recommendations.

Attachments:

There will be a RTC TRAC PowerPoint Presentation which is also attached..



TRANSPORTATION
RESOURCE ADVISORY
COMMITTEE & COMMUNITY
COLLABORATION

Phase I Roadway Planning and Funding

TRAC is comprised of 36 stakeholders:

- Associated Builders & Contractors
- Alan Jeskey Builders
- Blindconnect
- Cashman Equipment
- Culinary Union 226
- GC Wallace
- Greater Las Vegas Association of Realtors
- Henderson Development Association
- Kolesar & Leatham & Former Governor
- Laborers Local 872
- Las Vegas Metropolitan Police Department
- Latin Chamber of Commerce
- LV Convention & Visitors Authority
- LV Global Economic Alliance
- Metro Chamber of Commerce
- NAIOP
- Nevada Contractors Association
- Affinity Gaming
- Nevadans for the Common Good
- NV Alliance of Retired Americans
- NV Energy
- NV State AFL-CIO
- NV Taxpayers Association
- Outside Las Vegas Foundation
- NV Trucking Association
- Southern Nevada Homebuilders Association
- Sun City Anthem Resident
- Sunrise Hospital
- Las Vegas Cyclery
- The Howard Hughes Corporation
- Transit Rider
- Community Advocate
- UNLV Economist
- UNLV President
- Urban Chamber of Commerce
- Vista Group

Advisory Committee





TRAC Phase I

January – June 2016

Roadway Planning & Funding

Meeting discussions included:

- Current RTC Funded Roadway Projects
- Future Roadway & Unfunded Projects
- Transportation Roadway Priorities
- Roadway Funding

- Study the RTC's roadway and transit priorities, as well as projects and priorities of state and local governments

Phase I – Roadway Planning & Funding

Phase II – Transit Planning & Funding

- Provide input on community transportation and mobility priorities and projects
- Determine if additional funding is necessary and if so, provide recommendations on how to potentially fund transportation priorities



Committee Goals



The TRAC logo consists of the letters 'T', 'R', 'A', and 'C' in a bold, sans-serif font, each contained within its own square box. These four boxes are arranged horizontally and are enclosed within a larger, thin-lined rectangular border.

Community Collaboration

- 
- A photograph of a large audience seated in a conference hall, viewed from behind, looking towards a stage with a large screen. The image is dimly lit, with the focus on the backs of the audience members' heads and shoulders.
- Engage residents, partners and the community
 - Over 120 community events and outreach presentations
 - Survey responses touched nearly 7000 people

The TRAC logo consists of the letters 'T', 'R', 'A', and 'C' in a bold, sans-serif font, each contained within its own square box. These four boxes are arranged horizontally and are enclosed within a larger, thin-lined rectangular border.

Merged Public Survey & TRAC Results

- 
- A photograph showing a long line of cars in a traffic jam on a multi-lane road. The cars are viewed from a side-rear perspective, stretching into the distance. The image is slightly blurred, emphasizing the density of the traffic.
- Manage Congestion
 - Enhance Modal Connectivity
 - Increase Safety
 - Maintain Infrastructure
 - Improve Economic Vitality

TRAC

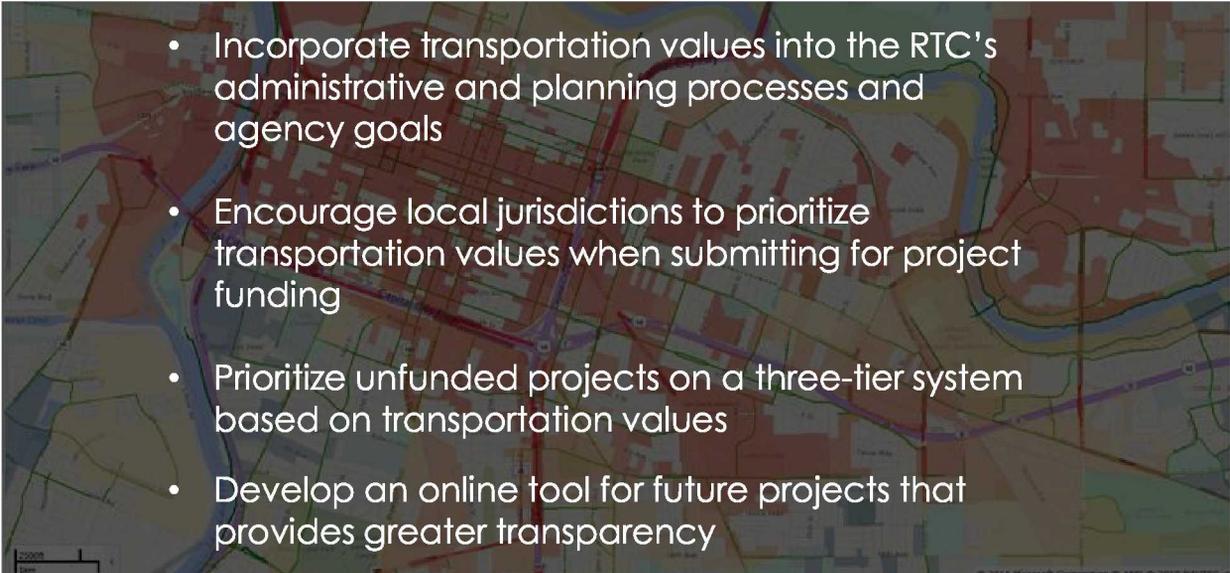
Unfunded Needs



364 projects
totaling
\$6.2 billion

TRAC

Planning Recommendations

- 
- Incorporate transportation values into the RTC's administrative and planning processes and agency goals
 - Encourage local jurisdictions to prioritize transportation values when submitting for project funding
 - Prioritize unfunded projects on a three-tier system based on transportation values
 - Develop an online tool for future projects that provides greater transparency



Funding Recommendations

- Fuel Revenue Indexing historically has been a viable funding option
- Long-term funding solutions for legislative consideration:
 - Electric Vehicle tax
 - Sales tax
 - Registration fee
 - Transportation Network Companies tax
 - Vehicle Miles Traveled fee



Community Coordination Recommendation



The logo for TRAC, consisting of the letters T, R, A, and C in a bold, sans-serif font. The letter R has a horizontal line through its middle. The entire logo is enclosed in a white rectangular border.

TRAC

Questions?



City Council Regular Agenda Item 7.

Subject:

Consideration of approval of Resolution 907, a Memorandum of Understanding between the City of Mesquite and the MPOA.

- Public Comment
- Discussion and Possible Action

Petitioner:

Troy T. Tanner, Chief of Police

Staff Recommendation:

Approval Resolution 907, a Memorandum of Understanding between the City of Mesquite and the MPOA.

Fiscal Impact:

An officer shall be paid a five (5) percent special assignment pay bonus, calculated by base pay, when serving in the position of OIC

Budgeted Item:

Yes

Background:

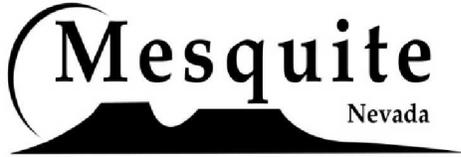
None

Attachments:

The MOU between the City of Mesquite and the MPOA



August 23, 2016



RESOLUTION 907

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MESQUITE (CITY) AND THE MESQUITE POLICE OFFICERS ASSOCIATION (MPOA) TO AMEND THE COLLECTIVE BARGAINING AGREEMENT (CBA) IN EFFECT BETWEEN THE PARTIES AS OF THE DATE IS AGREEMENT IS SIGNED AS IT RELATES TO PAY FOR THE SPECIAL ASSIGNMENT OF OFFICER-IN-CHARGE (OIC).

WHEREAS, the CITY, by and through its Police Department, is the governmental entity responsible for providing public safety and police services within the CITY; and

WHEREAS, the MPOA is the recognized bargaining unit for employees of the CITY police department for purposes of labor negotiations; and

WHEREAS, the CBA is unclear on the issue of how many officers may serve at one time as an OIC;

NOW, THEREFORE, IT IS HEREBY RESOLVED, by the Mayor and City Council of the City of Mesquite that the Memorandum of Understanding between the City and MPOA is adopted.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Mesquite, Nevada on the 23rd 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 OF UNDERSTANDING
BETWEEN THE CITY OF MESQUITE (CITY) AND THE MESQUITE POLICE OFFICERS
ASSOCIATION (MPOA)**

This Memorandum of Understanding is hereby made and entered into on this 2nd day of August, 2016 by and between the CITY OF MESQUITE, NEVADA (CITY), and the MESQUITE POLICE OFFICERS ASSOCIATION (MPOA), to amend the Collective Bargaining Agreement (CBA) in effect between the parties as of the date this agreement is signed as it relates to pay for the special assignment of Officer-in-Charge (OIC).

WHEREAS, the CITY, by and through its Police Department, is the governmental entity responsible for providing public safety and police services within the CITY; and

WHEREAS, the MPOA is the recognized bargaining unit for employees of the CITY police department for purposes of labor negotiations; and

WHEREAS, the CBA is unclear on the issue of how many officers may serve at one time as an OIC;

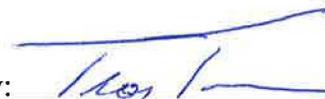
NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth below, the parties agree as follows:

1. An officer shall be paid a five (5) percent special assignment pay bonus, calculated by base pay, when serving in the position of OIC.
2. Any officer who has met the OIC requirements may serve as an OIC. The assignment shall be made by the Chief of Police or his designee.
3. The five (5) percent bonus shall be calculated per hour worked and will only apply to the hours worked in which the officer actually served as OIC.
4. This MOU shall not interfere with the provision in Article 25 of the CBA specifically limiting additional pay for special assignments to one (1) responsibility at a time.
5. This MOU does not re-open the CBA effective at the time this MOU is signed for negotiations on any subject, but rather, this MOU shall operate as a properly bargained-for MOU to that CBA.

PASSED, ADOPTED and APPROVED this ___ day of _____, 2016.

CITY OF MESQUITE

By: _____
ALLAN S. LITMAN, MAYOR

By: 
TROY T. TANNER, CHIEF OF POLICE

ATTEST:

Approved as to Form:



August 23, 2016

City Council Regular Agenda Item 8.

Subject:

Mayor's Comments

Petitioner:

Andy Barton, City Manager

Staff Recommendation:

None

Fiscal Impact:

None

Budgeted Item:

No

Background:

None

Attachments:

None



August 23, 2016

City Council Regular Agenda Item 9.

Subject:

City Council and Staff Reports

Petitioner:

Andy Barton, City Council

Staff Recommendation:

None

Fiscal Impact:

None

Budgeted Item:

No

Background:

None

Attachments:

None



City Council Regular Agenda Item 10.

Subject:

Consideration of Approval of the Mesquite Airport Perimeter Fencing Design and Environmental FAA Grant.

- Public Comments
- Discussion and Possible Action

Petitioner:

Bill Tanner, Public Works Director

Staff Recommendation:

Recommend for Approval.

Fiscal Impact:

\$150,000.00 Budgeted in FY 16-17 Airport Special Revenue Fund.

TOTAL GRANT APPLICATION	\$164,000.00
TOTAL FAA GRANT	\$153,750.00

TOTAL CITY OF MESQUITE	\$ 10,250.00
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FAA Grant Funded at:	93.75%
City Funded at:	6.25%

Budgeted Item:

Yes

Background:

Public Works has been working this past year on a FAA grant for Wildlife Deterrent and Perimeter Fencing for the Mesquite Airport. This grant is only for Design and Completion of all the environmental needed for a categorical exclusion.

Once completed and the FAA approves the environmental and design plans the city can move forward on a FAA grant for next FY 17-18 for the construction of the Wildlife Deterrent Perimeter Fencing project estimated to be between \$500,000.00 and \$600,000.00.

Attachments:

- Notice of Grant Award
- Agreement
- SF-424 Application



U.S. Department of Transportation
Office of Secretary of Transportation

1200 New Jersey Ave., S.E.
Washington, DC 20590

NOTICE OF GRANT AWARD

Title:	Mesquite: Install Perimeter Fencing
DOT Agency Disbursing Funds:	Federal Aviation Administration
Project Name/Number:	Mesquite
Award Recipient	City of Mesquite
City/Country/State	Mesquite,Clark, NV
Place of Performance	Mesquite
State Congressional District	4
Entitle Amount	\$ 153,750.00
Discretionary Amount	\$ 0.00
Total Grant Amount	\$ 153,750.00
DOT Regional Office/Telephone Number	Mike N. Williams (602)792-1064 ext 600

Description:

Install Perimeter Fencing

- This grant will provide federal funding for the Mesquite Airport in Nevada.
- This grant will fund the engineering design for a project to install 16,600 feet of perimeter fence to protect the airport from unauthorized and inadvertent entry and wildlife hazards.
- Mesquite Airport is a general aviation airport associated with Mesquite, Nevada. The local point of contact is Mr. Allan Litman, Mayor. Mr. Allan Litman may be reached at (702) 346-5295.
- Following this grant announcement, FAA will notify the sponsor of the allocation. A grant offer will be issued subsequently for this grant as finally formulated.

Should you have any questions, please contact the Office of Governmental Affairs (202)366-4573.



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer	<u>August 8, 2016</u>
Airport/Planning Area	<u>Mesquite Municipal</u>
AIP Grant Number	<u>3-32-0031-015-2016</u>
DUNS Number	<u>079591201</u>

TO: City of Mesquite, Nevada
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated June 14, 2016, for a grant of Federal funds for a project at or associated with the Mesquite Municipal Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Mesquite Municipal Airport (herein called the "Project") consisting of the following:

Install Airport Perimeter Fence (design only)

which is more fully described in the Project Application.

NOW THEREFORE, according to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, and the Sponsor's acceptance of this Offer, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 93.75 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$153,750.
The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
 - \$ 0 for planning
 - \$ 153,750 for airport development or noise program implementation
 - \$ 0 for land acquisition.
2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the project period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.
The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).
The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs – Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application and as accepted by the FAA to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 29, 2016, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All

settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

- 10. United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
- 11. System for Award Management (SAM) Registration and Universal Identifier.**
- A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- B. Requirement for Data Universal Numbering System (DUNS) Numbers
1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.
 2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.
 3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-606-8220) or the Internet (currently at <http://fedgov.dnb.com/webform>).
- 12. Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
- 13. Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.
- The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1.
- The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.
- An informal letter amendment has the same force and effect as a formal grant amendment.
- 14. Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this grant.
- 15. Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
- 16. Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision

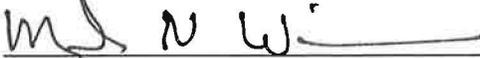
implementing Buy American in every contract.

- 17. Maximum Obligation Increase for Nonprimary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
- A. May not be increased for a planning project;
 - B. May be increased by not more than 15 percent for development projects;
 - C. May be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.
- 18. Audits for Public Sponsors.** The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.
- 19. Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
- A. Verify the non-federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 - B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
 - C. Immediately disclose to the FAA whenever the Sponsor: (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.
- 20. Ban on Texting When Driving.**
- A. In accordance with Executive Order 13513 Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10 Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
 - B. The Sponsor must insert the substance of this clause on banning texting when driving in all subgrants, contracts and subcontracts
- 21. Trafficking in Persons.**
- A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, and subrecipients of private or public Sponsors (private entity). Prohibitions include:
 1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;

2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
 3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
- B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –
1. Is determined to have violated the Prohibitions; or
 2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either—
 - a. Associated with performance under this agreement; or
 - b. Imputed to the Sponsor or subrecipient using 2 CFR Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 2 CFR Part 1200.
22. **Exhibit “A” Property Map.** The Exhibit “A” Property Map dated August 2013, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.
23. **Current FAA Advisory Circulars for AIP Projects.** The sponsor will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the *Current FAA Advisory Circulars Required For Use In AIP Funded and PFC Approved Projects*, dated December 31, 2015, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
24. **Wildlife Fence.** The Sponsor understands that the fence is being installed to prevent wildlife from entering the airfield. The Sponsor agrees that it will maintain the integrity of the fence for its useful life, but no less than 20 years from the date of the grant was issued. The Sponsor understands that maintenance of the fence includes repair of damage to the fence or gates due to any purpose.
25. **Plans and Specifications Prior to Bidding.** The Sponsor agrees that it will submit plans and specifications for FAA review and approval prior to advertising for bids.
26. **Design Grant.** This grant agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within 2 years after the design is completed that the Sponsor will accept, subject to the availability of the amount of federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this grant agreement, the FAA may suspend or terminate grants related to the design.
27. **Final Project Documentation.** The Sponsor understands and agrees that in accordance with 49 USC 47111, and the Airport District Office's concurrence, that no payments totaling more than 97.5 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be satisfactorily completed. Satisfactorily complete means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement; and (2) The sponsor submits necessary documents showing that the project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Mike N. Williams

(Typed Name)

Manager, Phoenix Airports District Office

(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this _____ day of _____, _____.

CITY OF MESQUITE, NEVADA

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: _____
(Printed Name of Sponsor's Authorized Official)

Title: _____
(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Nevada. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ (location) this _____ day of _____, _____.

By _____
(Signature of Sponsor's Attorney)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment or both.



**FAA
Airports**

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 12/31/2015

View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars

NUMBER	TITLE
70/7460-1L	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1 - 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28E	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C Change 1	Airport Winter Safety And Operations
150/5200-31C Changes 1 - 2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel

NUMBER	TITLE
150/5210-19A	Driver's Enhanced Vision System (DEVS) Ground Vehicle Operations on Airports
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26, Change 1	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements of Changes
150/5300-13A, Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18C	Survey and Data Standards for Submission of Aeronautical Data Using Airports GIS
150/5320-5D	Airport Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation
150/5320-12C, Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces

NUMBER	TITLE
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30H	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43G	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46D	Specification for Runway and Taxiway Light Fixtures

NUMBER	TITLE
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10G	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2C	Heliport Design

NUMBER	TITLE
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 12/31/2015

NUMBER	TITLE
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17, Changes 1 - 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5370-12B	Quality Control of Construction for Airport Grant Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness

Application for Federal Assistance SF-424

* 1. Type of Submission <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application <input type="checkbox"/> New <input type="checkbox"/> Continuation <input checked="" type="checkbox"/> Revision	* If Revision, select appropriate letter(s): - Select One - * Other (Specify)
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* 3. Date Received:	4. Application Identifier: Mesquite Municipal Airport (67L), Mesquite, NV
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5a. Federal Entity Identifier:	* 5b. Federal Award Identifier: AIP No 3-32-0031-15 2016
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State Use Only:

6. Date Received by State:	7. State Application Identifier:
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8. APPLICANT INFORMATION:

*** a. Legal Name:** City of Mesquite

* b. Employer/Taxpayer Identification Number (EIN/TIN): 88-0198529	*c. Organizational DUNS: 079591201
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d. Address:

*** Street1:** 10 E. Mesquite Blvd
Street 2:
*** City:** Mesquite
County: Clark
*** State:** Nevada
Province:
Country: ***Zip/ Postal Code:** 89027

e. Organizational Unit:

Department Name:	Division Name:
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f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr. **First Name:** Bill
Middle Name:
*** Last Name:** Tanner
Suffix:
Title: Public Works Director
Organizational Affiliation:
N/A

* Telephone Number: (702) 346-5237	Fax Number: (702) 346-5382
* Email: btanner@mesquitenv.gov	

Application for Federal Assistance SF-424

*9. Type of Applicant 1: Select Applicant Type:

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

- Select One -

Type of Applicant 3: Select Applicant Type:

- Select One -

* Other (specify):

* 10. Name of Federal Agency:

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

*12. Funding Opportunity Number:

Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

City of Mesquite, Clark County Nevada, State of Nevada

* 15. Descriptive Title of Applicant's Project:

Install Airport Perimeter Fence (Design Only) Install approximately 15,000 linear fence of wildlife deterrent fence and 1600 linear feet of chain link fence, and remove approximately 13,500 linear fence of barbed wire fence.

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: NV-4

*b. Program/Project: NV-4

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 07/01/2016

*b. End Date: 02/01/2017

18. Estimated Funding (\$):

*a. Federal	153,750.00
*b. Applicant	10,250.00
*c. State	
*d. Local	
*e. Other	
*f. Program Income	
*g. TOTAL	164,000.00

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on _____
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372

***20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation on next page.)**

- Yes No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. *First Name: Bill

Middle Name:

*Last Name: Tanner

Suffix:

*Title: Public Works Director

*Telephone Number: (702) 346-5237

Fax Number: (702) 346-5382

* Email: btanner@mesquitenv.gov

*Signature of Authorized Representative:



*Date Signed: 06/14/2016



City Council Regular Agenda Item 11.

Subject:

Consideration of Approval of a Contract with Forsgren Associates for the Mesquite Airport Perimeter Fencing Design Project.

- Public Comment
- Discussion and Possible Action

Petitioner:

Bill Tanner, Public Works Director

Staff Recommendation:

Recommend for Approval.

Fiscal Impact:

\$156,211.25 Budgeted in FY 16-17 Airport Special Revenue Fund.

12-87-740 Expense Account (Perimeter Fencing Design)	\$156,211.25
12-33-225 Revenue Account FAA Grant	\$146,448.00

TOTAL (City's Financial Share of Grant 6.25%)	\$ 9,763.25
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Budgeted Item:

Yes

Background:

Public Works has been working this past year on a FAA grant for Wildlife Deterrent and Perimeter Fencing for the Mesquite Airport. This grant is



August 23, 2016

only for Design and Completion of all the environmental needed for a categorical exclusion.

Once completed and the FAA approves the environmental and design plans the city can move forward on a FAA grant for next FY 17-18 for the construction of the Wildlife Deterrent Perimeter Fencing project estimated to be between \$500,000.00 and \$600,000.00.

Attachments:

- Contract

CONTRACT FOR MESQUITE AIRPORT PERIMETER FENCING
BETWEEN THE CITY OF MESQUITE AND
FORSGREN ASSOCIATES INC.

THIS AGREEMENT is made and executed this _____ day of _____, 2016, by and between The City of Mesquite, hereinafter referred to as the OWNER, and Forsgren Associates Inc., hereinafter referred to as the ENGINEER.

SECTION A- GENERAL

WHEREAS, the OWNER has accrued entitlement funding and is anticipating additional grant funding from the Federal Aviation Administration, Phoenix ADO (FAA) in the Fiscal Year (FY) 2016 to design (only) a wildlife deterrent perimeter fence per the FAA approved Scope of Work attached hereto to this Agreement at the City of Mesquite Municipal Airport, Mesquite, Clark County, State of Nevada; and,

WHEREAS, the proposed project consists of the engineering design of removal and replacement (where required) of perimeter fencing at the Mesquite Airport property boundary; and,

WHEREAS, the OWNER recognizes the ENGINEER and its subcontractors as qualified and desires to contract with the ENGINEER to perform the design services for the project.

NOW THEREFORE, that for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed to the terms and conditions described herein.

SECTION B – PERIMETER FENCING DESIGN

The ENGINEER shall perform engineering services in accordance with the attached Scope as approved by the FAA (Exhibit A). ENGINEER shall complete design tasks in accordance with the FAA approval. The FAA has issued a Grant funding the fence design services.

SECTION C - COMPENSATION

The OWNER agrees to compensate the ENGINEER in the amount of **\$156,211.25.00 (ONE HUNDRED FIFTY SIX THOUSAND TWO HUNDRED ELEVEN AND 25/100 DOLLARS)** (Exhibit B) for engineering services in accordance with the attached Task Scope (Exhibit A) and project fees (Exhibit B).

SECTION D- GENERAL LIABILITY

The ENGINEER agrees to obtain and maintain, at the ENGINEER'S expense, such insurance as will protect him and the OWNER from claims under the Workman's Compensation Act, and the ENGINEER shall hold the OWNER harmless for all claims for bodily injury, death, or property damage which are attributable to the negligent performance of duties specified in this Agreement as they apply to the ENGINEER. Likewise, the OWNER shall hold the ENGINEER harmless for the bodily injury, death, or property damage which may arise from the negligent performance by employees or agents of the OWNER or actions taken by said agents or employees

without proper consultation with the ENGINEER. The ENGINEER shall also carry general liability insurance in the amount of \$2,000,000 per occurrence. Owner named as additionally insured.

SECTION E - SPECIAL CONDITIONS / FEDERAL CONTRACT PROVISIONS

ACCESS TO RECORDS AND REPORTS

The ENGINEER must maintain an acceptable cost accounting system. The ENGINEER agrees to provide the OWNER, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives' access to any books, documents, papers, and records of the ENGINEER which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The ENGINEER agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the ENGINEER or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law. Notice shall be given pursuant to the notice provision in this agreement.

Owner will provide ENGINEER written notice that describes the nature of the breach and corrective actions the ENGINEER must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to ENGINEER until such time the ENGINEER corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the ENGINEER must correct the breach. Owner may proceed with termination of the contract if the ENGINEER fails to correct the breach by deadline indicated in the Owner's notice.

GENERAL CIVIL RIGHTS PROVISIONS

The ENGINEER agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the ENGINEERS from the bid solicitation period through the completion of the contract. This provision is in addition to requirements of the Title VI Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- a. The period during which the property is used by the airport OWNER or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- b. The period during which the airport OWNER or any transferee retains ownership or possession of the property.

CIVIL RIGHTS - TITLE VI ASSURANCES

Title VI Solicitation Notice:

The ENGINEER agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the ENGINEER and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

The City of Mesquite, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the ENGINEER, for itself, its assignees, and successors in interest (hereinafter referred to as the "ENGINEER") agrees as follows:

1. Compliance with Regulations: The ENGINEER (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The ENGINEER, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The ENGINEER will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. Solicitations for Subcontracts. Including Procurements of Materials and Equipment:

The City of Mesquite, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

In all solicitations, either by competitive bidding, or negotiation made by the ENGINEER for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the ENGINEER of the ENGINEER's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports: The ENGINEER will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the OWNER or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of ENGINEER is in the exclusive possession of another who fails or refuses to furnish the information, the ENGINEER will so certify to the OWNER or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of ENGINEER's noncompliance with the Non-discrimination provisions of this contract, the OWNER will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the ENGINEER under the contract until the ENGINEER complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The ENGINEER will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The ENGINEER will take action with respect to any subcontract or procurement as the OWNER or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the ENGINEER becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the ENGINEER may request the OWNER to enter into any litigation to protect the interests of the OWNER. In addition, the ENGINEER may request the United States to enter into the litigation to protect the interests of the United States.

TITLE VI LIST OF PERTINENT NONDISCRIMINATION AUTHORITIES

During the performance of this contract, the ENGINEER, for itself, its assignees, and successors in interest (hereinafter referred to as the "ENGINEER") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation-Effectuation of Title VI of The Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and ENGINEERS, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
9. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

CLEAN AIR AND WATER POLLUTION CONTROL

ENGINEERs and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the ENGINEER or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds \$ 100,000 the aforementioned criteria and requirements.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements. No ENGINEER or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph (1) above, the ENGINEER and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such ENGINEER and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be

computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages. The Federal Aviation Administration or the OWNER shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the ENGINEER or subcontractor under any such contract or any other Federal contract with the same prime ENGINEER, or any other Federally- assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime ENGINEER, such sums as may be determined to be necessary to satisfy any liabilities of such ENGINEER or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.
4. Subcontractors. The ENGINEER or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime ENGINEER shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

**CERTIFICATE REGARDING DEBARMENT AND SUSPENSION
(BIDDER OR OFFEROR)**

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(SUCCESSFUL BIDDER REGARDING LOWER TIER PARTICIPANTS)**

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

DISADVANTAGED BUSINESS ENTERPRISES

1. Contract Assurance (§ 26.13). The ENGINEER or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The ENGINEER shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as deemed appropriate.
2. Prompt Payment (§26.29). The prime ENGINEER agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 45 days from the receipt of each payment the prime ENGINEER receives from the OWNER. The prime ENGINEER agrees further to return retainage payments to each subcontractor within 45 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the OWNER. This clause applies to both DBE and non-DBE subcontractors.

ENERGY CONSERVATION ACT

ENGINEER and Subcontractor(s) agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq*).

FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The ENGINEER has full responsibility to monitor compliance to the referenced statute or regulation. The ENGINEER must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. ENGINEER must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The ENGINEER retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). ENGINEER must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

DISTRACTED DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the ENGINEER to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The ENGINEER must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

VETERANS PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the ENGINEER and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

The United States Department of Labor Wage and Hour Division can provide information regarding any specific clauses or assurances pertaining to the FLSA required to be inserted in solicitations, contracts or subcontracts.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-

LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

OSHA can provide information regarding any specific clauses or assurances pertaining to the Occupational Safety and Health Act of 1970 required to be inserted in solicitations, contracts or subcontracts.

RIGHTS TO INVENTIONS

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the OWNER of the Federal grant under which this contract is executed.

TERMINATION OF CONTRACT

The Owner may, by written notice to the ENGINEER, terminate this Agreement for its convenience and without cause or default on the part of ENGINEER. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the ENGINEER must immediately discontinue all services affected.

Upon termination of the Agreement, the ENGINEER must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the ENGINEER for satisfactory work completed up through the date the ENGINEER receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold ENGINEER harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

1. The OWNER may, by written notice, terminate this contract in whole or in part at any time, either for the OWNER's convenience or because of Engineer's failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the OWNER.

2. If the termination is for the convenience of the OWNER, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
3. If the termination is due to failure to fulfill the ENGINEER's obligations, the OWNER may take over the work and prosecute the same to completion by contract or otherwise. In such case, the ENGINEER is liable to the OWNER for any additional cost occasioned to the OWNER thereby.
4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the ENGINEER had not so failed, the termination will be deemed to have been effected for the convenience of the OWNER. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.
5. The rights and remedies of the OWNER provided in this clause are in addition to any other rights and remedies provided by law or under this contract.
6. Under paragraph 1 and 2 above, the termination party shall give the other party: (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) opportunity for consultation with the terminating party prior to termination.

DEBARMENT AND SUSPENSION

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not Required Contact Provisions Issued on January 29, 2016 AIP Grants and Obligated Sponsors Airports (ARP) presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

TRADE RESTRICTION CLAUSE

The ENGINEER or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

1. Is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
2. Has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
3. Has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to ENGINEER or subcontractor who is unable to certify to the above. If the ENGINEER knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the OWNER cancellation of the contract at no cost to the Government.

Further, the ENGINEER agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The ENGINEER may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The ENGINEER shall provide immediate written notice to the OWNER if the ENGINEER learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the ENGINEER if at any time it learns that its certification was erroneous by reason of changed circumstances. This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the OWNER cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of ENGINEER is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

SECTION F - LOCAL PROVISIONS

NOTICES

All notices and subsequent correspondence to do with this agreement shall be mailed to the following:

CITY: City of Mesquite
10 East Mesquite Boulevard
Mesquite, Nevada, 89027
Attention: City Manager

ENGINEER: Forsgren Associates Inc.
840 Pinnacle Court
Mesquite, Nevada, 89027
Attention: Samuel Senn, P.E.

Such notices shall be deemed delivered following the mailing of such notices in the U.S. Mail. Adequate notice shall be deemed given at the addresses set forth herein unless written notice is given by either party giving formal notice to the other Party of a change of address.

SEVERABILITY

If any term of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

WAIVER

Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

THIRD PARTIES

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries, property damage, or contract damages, pursuant to the terms or provisions of this Agreement.

CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement.

CONTROLLING LAW

This Agreement is executed and intended to be performed in the State of Nevada and the laws of Nevada shall govern its interpretation and effect. The parties consent to the exclusive jurisdiction of the Eighth Judicial District Court, State of Nevada, for enforcement of this Agreement.

DUPLICATE COPIES

This Agreement has been prepared with duplicate originals so that each party may have an original.

EXECUTION

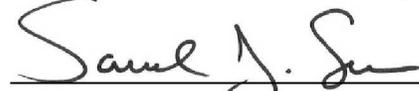
This Agreement, including the exhibits made part hereof, constitutes the entire Agreement between the Parties and supersedes and controls over all prior written or oral understandings.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

CITY OF MESQUITE

FORSGREN ASSOCIATES, INC.

Allan S. Litman, Mayor



Samuel Senn, P.E. Senior Engineer

Dated: _____

Dated: August 3, 2016

ATTEST:

Tracy E. Beck, City Clerk

APPROVED AS TO FORM:

Robert Sweetin, City Attorney

Exhibit "A"
Scope of Work

Exhibit "A"

MESQUITE AIRPORT (67L)
Install Airport Perimeter Fencing including Wildlife Deterrent Fence
(Design Only)
SCOPE OF WORK
6/3/2016

Narrative:

This Mesquite Airport (67L) perimeter fence is an FAA and City of Mesquite, NV funded project to prepare the documentation, perform due diligence on environmental issues, obtain necessary permits including but not limited to, US Army Corps of Engineers 404 permit, State of Nevada Water Quality 401 permit, City of Mesquite required permits, etc., fencing design including but not limited to fence alignment necessary to satisfy FAA, wildlife deterrent requirements, and site access requirements to the Airport, plan & profile review and drawings for fencing path, and preparation of plan and specifications documents for the wildlife control and perimeter fencing at the Mesquite Airport (67L). This project does not include the bidding and negotiation, or construction phases.

The project includes the design of above-ground perimeter fencing consisting of a combination of wildlife deterrent, and chain link fencing.

The project design will include the submission of a Documented CATEX as described in FAA ARP SOP No. 5.00 "CATEX Determinations" with additional environmental study and documentation of biologic survey for the Desert Tortoise, and any other endangered species known to be in the area and an archaeological pedestrian survey of the fence alignment. The US Army Corps of Engineers, State of Nevada Water Quality Division, and other appropriate stakeholders will be consulted to determine jurisdictional status concurrent with the CATEX review. Permitting documentation will be prepared as needed by the responsible Federal or State agencies.

The fence location alignment will be planned and submitted for review by the FAA for approval via the OE/AAA system to comply with 49 Code of Federal Regulations (CFR), Part 77 "Safe, Efficient Use, and Preservation of the Navigable Airspace" as a permanent structure. Approach surfaces will be analyzed to identify all obstructions, both natural and the proposed fencing. The fenced alignment will be finalized based on approval by the FAA, protection of the airport air space, and the control of all property associated with the fencing project by the City of Mesquite.

As part of the design scope, a Construction Safety and Phasing Plan will be prepared and submitted to the FAA for approval via the OE/AAA system for the temporary construction impacts.

No FAA facilities are impacted by this project.

The consultant will assist the Sponsor with project submissions to the FAA.

Scope of Work:

The following scope of work defines the necessary tasks for completion of the fencing design in accordance with the FAA regulations and requirements.

Engineering Services

Project/Grant Management

1. Assist the sponsor in the AIP process.
2. Prepare and assist the sponsor with submission to funding agencies, grant applications, funding reimbursement requests.
3. Conduct pre-design conference with the FAA and City via meetings/e-mails/video conference/telephone calls to confirm the scope of work and to address FAA requirements.
4. Coordinate with the FAA, BLM, and City on the project.
5. Negotiate Engineering Fees with the Sponsor
6. Grant Management
 - a. Prepare for the sponsor's submission to FAA
 - i. Updated project Cost Estimate and Schedules
 - ii. Modifications to Standards for the project
 - iii. FAA Grant Application and Sponsor Certifications
 - iv. Grant Quarterly Report to FAA
 - v. Assist Sponsor with Drawdown of Grant Funds based on invoices
 - b. Prepare for consultant's submission to FAA
 - i. Preliminary Engineering Report to FAA
 - ii. 49 CFR Part 77 submissions for the permanent fence and temporary construction impacts via FAA OE/AAA (FAA form 7460 submission)
 - iii. Construction Safety and Phasing Plan
 - iv. Submit plans and specifications for FAA ADO Engineer Review

Environmental

1. Coordinate with FAA and Arizona BLM (for the BLM leased land) on the environmental documentation required for the project. The assumption is made that the FAA will be the lead Federal Agency and the BLM will accept the FAA's environmental documentation/determination.
 - a. Prepare and submit the documented CATEX as described in FAA ARP SOP No. 5.00 "CATEX Determinations" Follow up with other appropriate regulatory stakeholders for necessary permitting. US Army Corps of Engineers 404 permit
 - b. Coordinate with the BLM and sponsor on lease property boundary to assure the required fence alignment area for environmental study is within control of sponsor
2. Consult with appropriate parties (e.g. FAA, BLM, US Army Corps of Engineers (Corps), US Fish & Wildlife, City of Mesquite, State of Nevada, State of Arizona, contractor, engineering firm, etc.) regarding the environmental requirements of the proposed fencing project.

3. Consult with the Corps relative to the jurisdictional determination of the proposed project site, and prepare necessary documentation for proper permitting including, but not limited to:
 - a. Complete 404 PCN application
 - a. Include State of Nevada 401 Water Quality application;
 - b. Determine jurisdictional areas after field meeting with Corps;
 - c. Prepare flow area plan and cross sections;
 - d. Calculate jurisdictional stream bed impacts as required by the Corps permitting process;

Preliminary Phase.

1. Coordinate with the sponsor on project scope requirements, finances, schedules, operational safety and phasing considerations, site access and other pertinent matters.
2. Perform an analysis on the appropriate approach surface to determine if the proposed fence, or other natural or manmade obstructions are present based on the proposed fence alignment
 - a. Develop resolution for any obstructions identified in the approach surface analysis
3. Plan, procure, and/or prepare necessary surveys, geotechnical engineering investigations, field investigations, and architectural and engineering studies required for design considerations.
4. Develop design schematics, sketches, environmental and aesthetic considerations, project recommendations, and preliminary layouts and cost estimates.
5. Prepare project design criteria
6. Prepare the Project Work Plan
7. Predesign Phase - General
 - a. Confer with the Owner to review its project needs and requirements, inspect the site for the work, review the available owner furnished information, and discuss design criteria and scheduling.
 - b. Review the project's environmental documentation, FAA requirements, and decision.
 - c. Coordinate with and secure preliminary approval from the State, the Federal government, and any other public or private agency where required or affected by the proposed construction. This includes the Bureau of Land management (BLM) for the BLM leased land in Arizona.
 - d. Develop in conjunction with the Owner the project design and construction schedule and budget. Establish procedures to implement the schedule, budget and control the quality of the work including establishing present development phasing, project milestones and identifying progress and coordination meeting schedules.
 - e. Provide copies of all documents and review them with the Owner.
8. Provide two trips (2 persons) to Mesquite Municipal Airport, Mesquite, NV.

Design Phase

1. Conduct and attend meetings and design conferences to obtain information and to coordinate or resolve design matters.
2. Collect engineering data and undertake field investigations as required
3. Prepare necessary engineering reports and recommendations.
4. Prepare detailed plans (including plan & profile analysis due to airport perimeter terrain), specifications, and design/construction schedules (included 16 design tasks). FAA AC 150/53710-10G "Standards for Specifying Construction of Airports" shall be used for the specifications.
5. Prepare the Construction Safety and Phasing Plan (CSPP) based on FAA AC 150/5370-2F "Operational Safety on Airports during Construction."
 - a. Coordinate with the Owner, and others as required, for the preparation of the CSPP
 - b. Review with Owner, obtain Owner's acceptance
 - c. Submit to FAA via OE/AAA website
 - d. Coordinate with FAA for review/approval
 - e. Modify the CSPP based on review comments.
6. Print and provide necessary review copies of engineering drawings and contract specifications.
7. Prepare engineering studies, including, but not limited to, design analysis, preliminary plans, preliminary estimates of cost and outline specifications. Develop bid alternatives as required to address funding uncertainty or funding agency direction.
8. As directed by the FAA ADO, submit to the FAA the drawings and specifications per FAA Memo 12/8/2014 "Implementation Plan for FAA Review of Construction Plans and Specifications for AIP Funded Projects"
9. Prepare for submission to FAA, Modification to Standards as needed for the project.
10. Review the plans and specification submittal with the owner and FAA.
11. Engineering/Design concepts/issues
 - a. Fence geometry/alignment, material selection, and construction specifications.
 - i. Examine and site fence alignment with relationship to FAA AC 150/5300-13A "Airport Design" design surfaces.
 - ii. Select the fence material based on the animals of concern or security needs.
 - iii. Design to accommodate the topography and existing drainage structures.
 1. The topography along the southeast portion of the airport is a significant drop-off with potential drainage concerns.
 - iv. Address construction access.
 - v. The location of access gates will need to be developed; these gates allow access along the fence for the release of trapped animals and emergency entry. These will be manual, normally locked gates.
 - b. Drainage analysis to address the topography and concern for debris collection and washouts. Design structures to address the fence alignment along the topography. Coordinate design with Corps 404 permit requirements.

- c. The motor-operated gate, card-access entry system will require electrical and communication systems in addition to the basic fence design.
 - d. The gate entrance area will require engineering evaluation for sight distance, aesthetics and structural requirements.
 - e. The removal of the existing fence is an access and construction/airfield safety issue to be evaluated during fencing design.
12. Final Design Phase
 - a. Update the plans and specifications based on review comments and updated information on funding availability.
 13. Update the Airport Property Map (Exhibit "A") for any additional BLM leased land.
 14. Quality Control
 15. Prepare the Design Basis Report
 16. Provide two trips (one person) to Mesquite.
 17. The final design includes construction plans and technical specifications including the Construction safety and Phasing Plan as approved by FAA; the bid documents less the specific bidding information.

Bidding and Negotiation Phase

1. Not included in this project.

Construction Phase.

1. Not included in this project.

Project Closeout Phase

The project closeout phase will follow the AIP Sponsor Guide (1610) FAA Central Region Airports Division for Project Closeout and the FAA Northwest Mountain Region Engineering Guidance 2013-12 Standard Handbook for Final Reports. Closeout documentation will include, but not be limited to:

- Sponsor Cover Letter including:
 - a statement attesting to the conformance of the completed design work with the sponsor/consultant project scope of work;
 - a statement addressing that all claimed costs have been incurred, are eligible for AIP participation and are supported by appropriate documentation; and
 - include a statement confirming that all AIP grant "conditions" have been met
- One signed copy of Final Pay Request on SF 271 for all projects, including Federal Financial Report
- One signed copy of SF-425 for letter of credit projects. Do not bind in the final report.
- Final Payment Summary Worksheet for all projects. Summarize administration, planning, environmental, engineering, Sponsor force account design, construction, Sponsor force account construction, land, and equipment costs, as applicable.

- Confirm that all Grant Special Conditions were met.
- Final project narrative report for design
- Sponsor required certifications
- Closeout Report Documentation
 - Plans, specifications and bid documents
 - Design basis report
 - Narrative of environmental documents prepared for project construction
- Final Project Cost Summary (Totals to match the SF 271 and SF 425 forms)

Special Services.

Special services to be employed by specialty consultants listed below for this fencing project include, but may not be limited to, the following tasks:

- a. Environmental Submittal(s) in support of FAA determination and to augment the CATEX submittal include:
 - i. Consult with the BLM in the State of Arizona to determine requirements for Desert Tortoise and all biological and cultural resource analysis.
 - ii. Perform and prepare:
 - Biological survey and report
 - Cultural survey and report
- b. Project survey services to support Environmental surveys and design services
- c. Project coordination with the FAA ADO approach surface analysis, document submittals, specification conformance and all other FAA requirements related to the perimeter fence project

Knight Leavitt Associates

- Conduct a records background check for a one mile radius around the proposed project area direct APE, and completing a culture history for the region and local area. The records search area could change from the traditional one mile radius at the agencies' discretion. It is possible that this background research could require a trip to the BLM Field Office, if required.
- Conduct a field survey (consisting of 30 meter wide transects in Nevada and maximum 20 meter transects in Arizona depending on visibility) of the proposed project area direct APE. The project and fieldwork will be overseen by archaeologists that meet the Secretary of Interior's standards for archaeologist and are permitted in the State of Nevada and by the BLM Nevada State Office and a permitted Arizona and BLM Arizona archaeologist. The transect width could change from the traditional width mentioned above along with the direct APE at agencies' discretion.
- Prepare and submit to the appropriate entity (e.g. BLM, FAA, etc.) a report documenting the results of the field survey of the direct APE, respond appropriately to comments, and revise report accordingly. This also includes the appropriate site sheets and National Register of Historic Places (NRHP) recommendations for any sites identified/recorded.

- Conduct a biological field survey of 30 meter transects (include the entire airport property from the runway to the property line on the east side of the airport due to terrain) and corresponding report for the Desert Tortoise and other critical area species habitat at the project site.
- Prepare and submit to the appropriate entity (e.g. BLM, FAA, etc.) a report documenting the results of the field survey of the biological habitat, respond appropriately to comments, and revise report accordingly.

Stovall Surveying LLC

- Conduct fence alignment field surveys and prepare electronic drawings for design of fencing alignment relative to the airport airspace and property constraints.
- Conduct as-built surveys of existing fencing around the airport including existing improvements and utilities surveys for location on electronic drawing files.
- Conduct topographical surveys of the project site areas for fencing design assistance and transfer to electronic drawing files

Bohannon & Huston

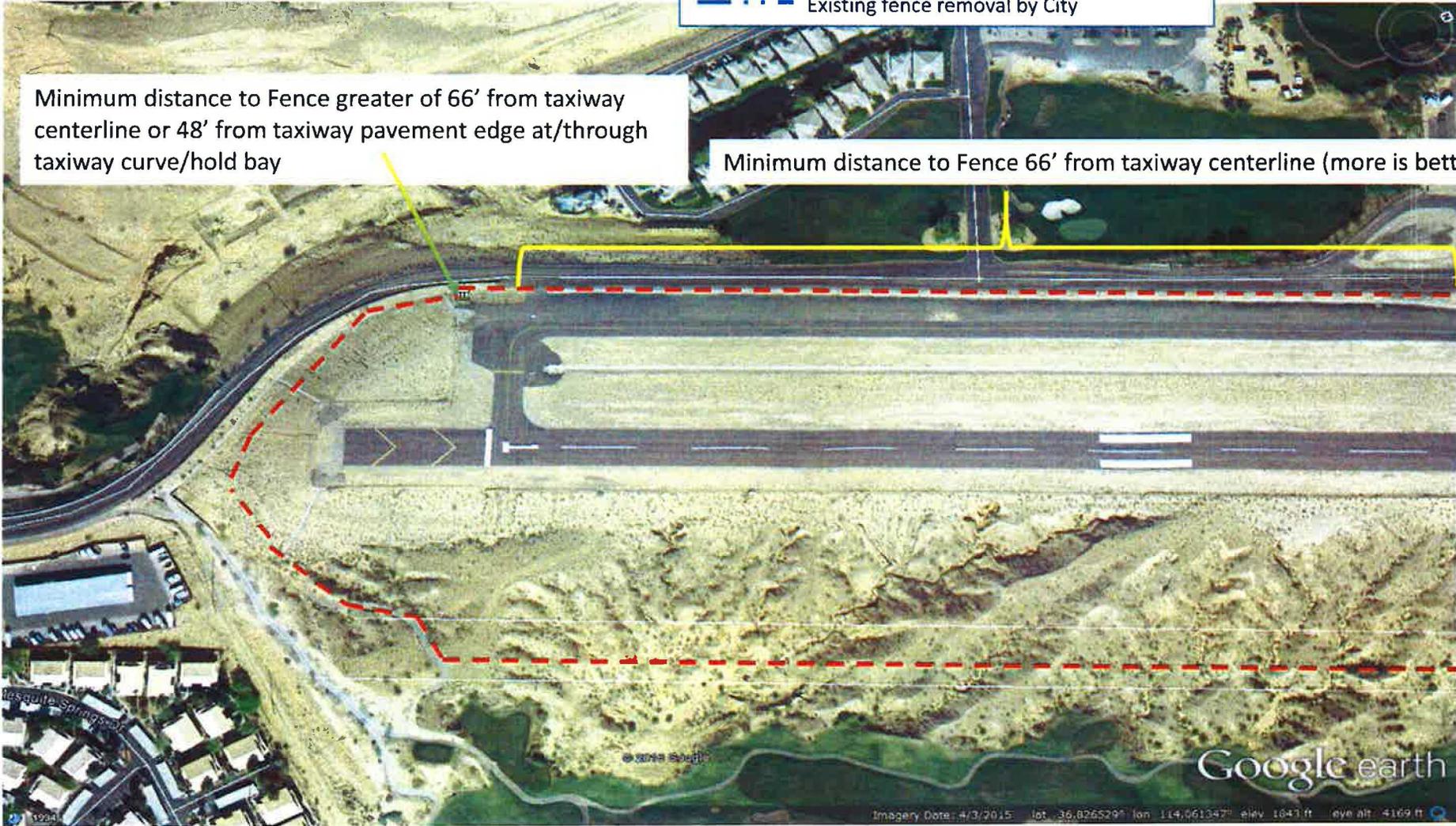
- Coordinate FAA issues and provide guidance on FAA requirements, procedures and protocols.
- Advise and assist the prime consultant in the FAA AIP process.
- Attend pre-design conference with the FAA and City via meetings/e-mails/video conference/telephone calls to confirm the scope of work and to address FAA requirements.
- Make four field trips to the site.
- Assist in the preparation of the sponsor's submittals of:
 - Modifications to Standards for the project
 - FAA Grant Application and Sponsor Certifications
 - Grant Quarterly Report to FAA
- Prepare input for the prime consultant's submission to FAA
 - Preliminary Engineering Report to FAA
 - 49 CFR Part 77 submissions for the fence and temporary construction impacts via FAA OE/AAA (FAA form 7460 submission)
 - Prepare the Construction Safety and Phasing Plan (CSPP) based on FAA AC 150/5370-2F "Operational Safety on Airports during Construction" including submission via the FAA OE/AAA website.
- Perform an analysis on the appropriate AC 150/5300-13A approach surface to determine if the proposed fence, or other natural or manmade obstructions are present based on the proposed fence alignment.
 - Develop resolution for any obstructions identified in the approach surface analysis
- Prepare specifications for the fence based on FAA AC 150/53710-10G "Standards for Specifying Construction of Airports" and other guidance.
- Prepare details for the fence installation.

Mesquite Airport (67L) Fence

- - - Install wildlife fence
- . . . Install chain link fence
- - - Existing fence removal by contractor
- . . . Existing fence removal by City

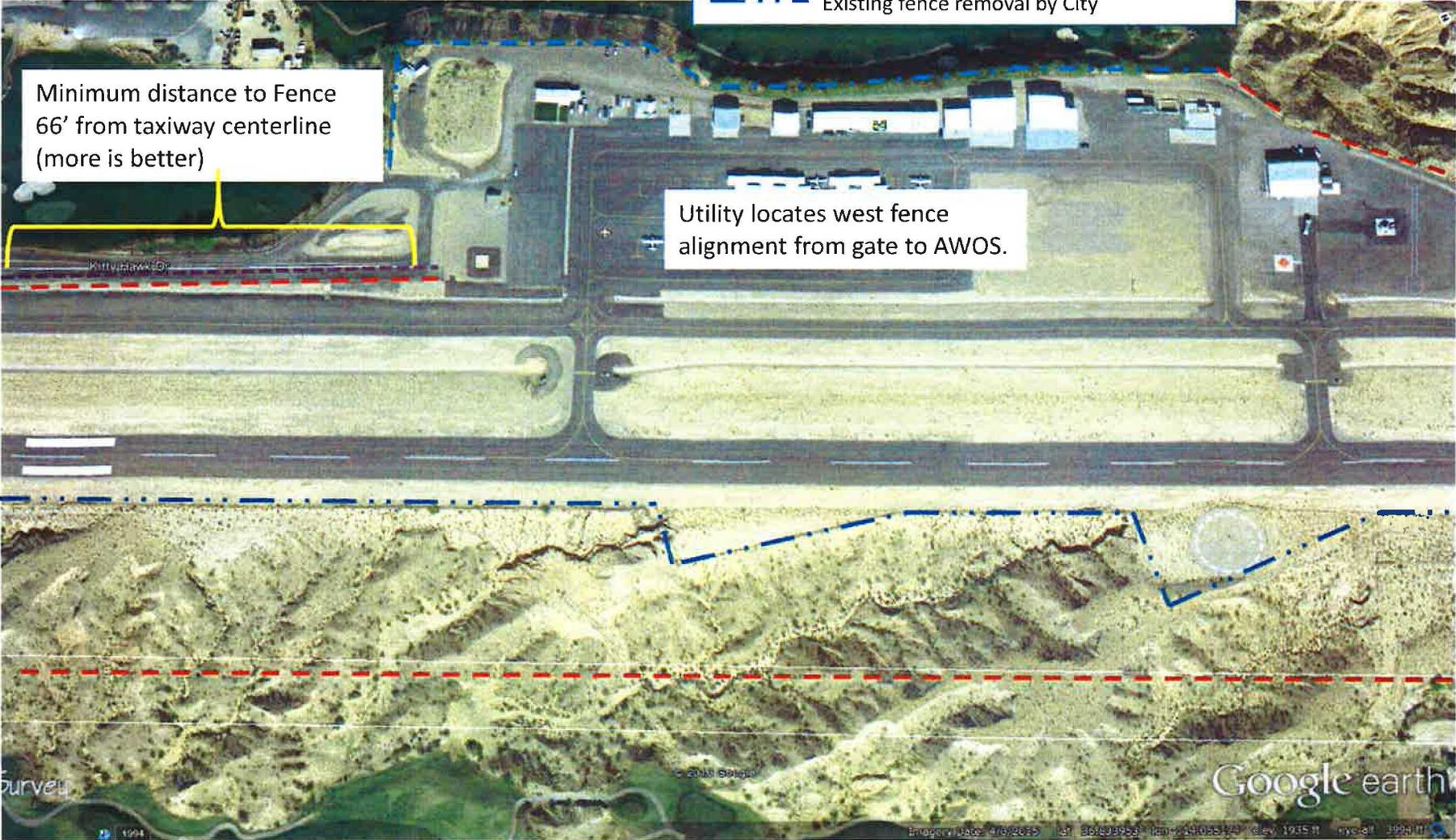
Minimum distance to Fence greater of 66' from taxiway centerline or 48' from taxiway pavement edge at/through taxiway curve/hold bay

Minimum distance to Fence 66' from taxiway centerline (more is better)



Mesquite Airport (67L) Fence

- - - Install wildlife fence
- . . . Install chain link fence
- - - Existing fence removal by contractor
- . . . Existing fence removal by City

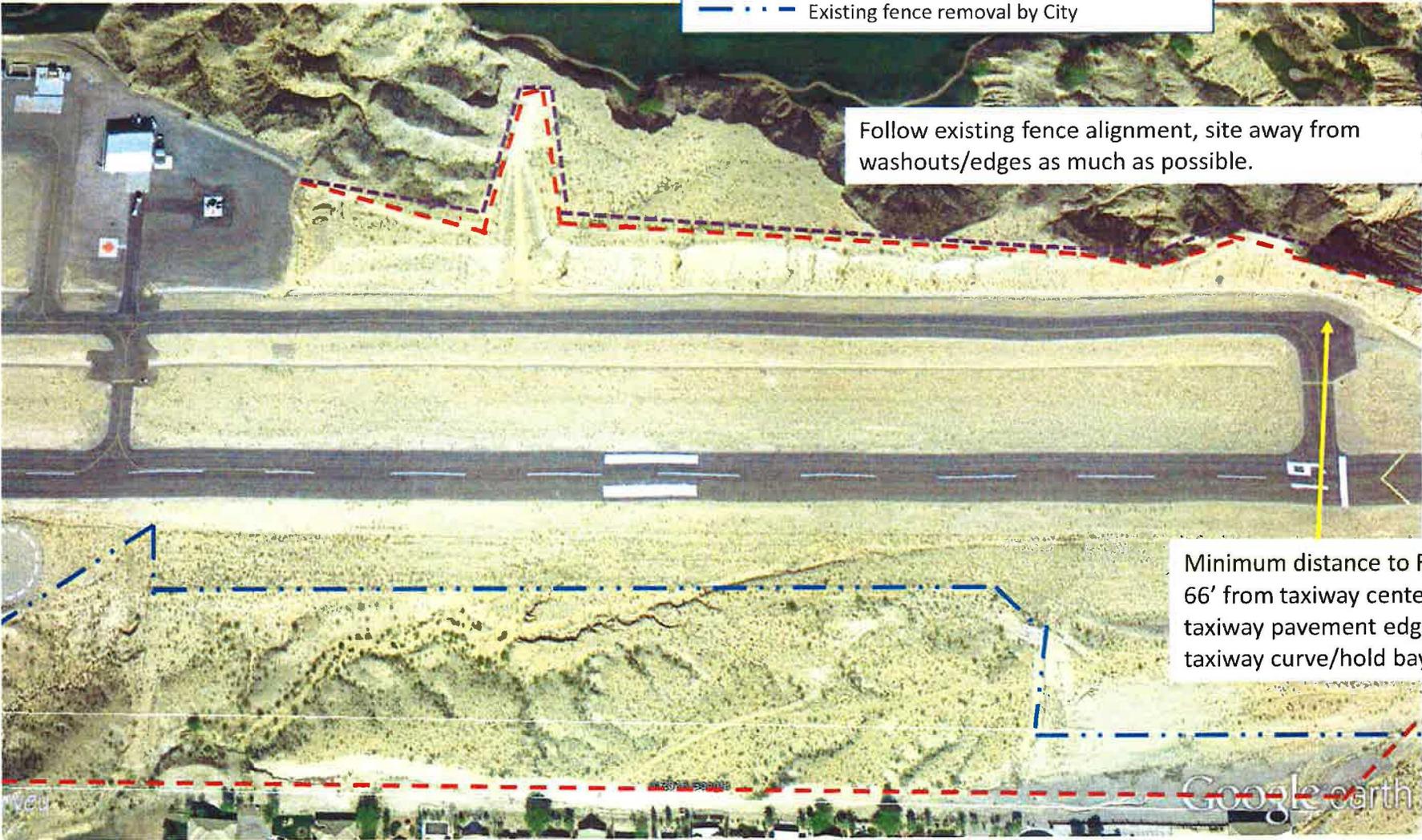


Mesquite Airport (67L) Fence

- - - Install wildlife fence
- . . . Install chain link fence
- - - Existing fence removal by contractor
- . . . Existing fence removal by City

Follow existing fence alignment, site away from washouts/edges as much as possible.

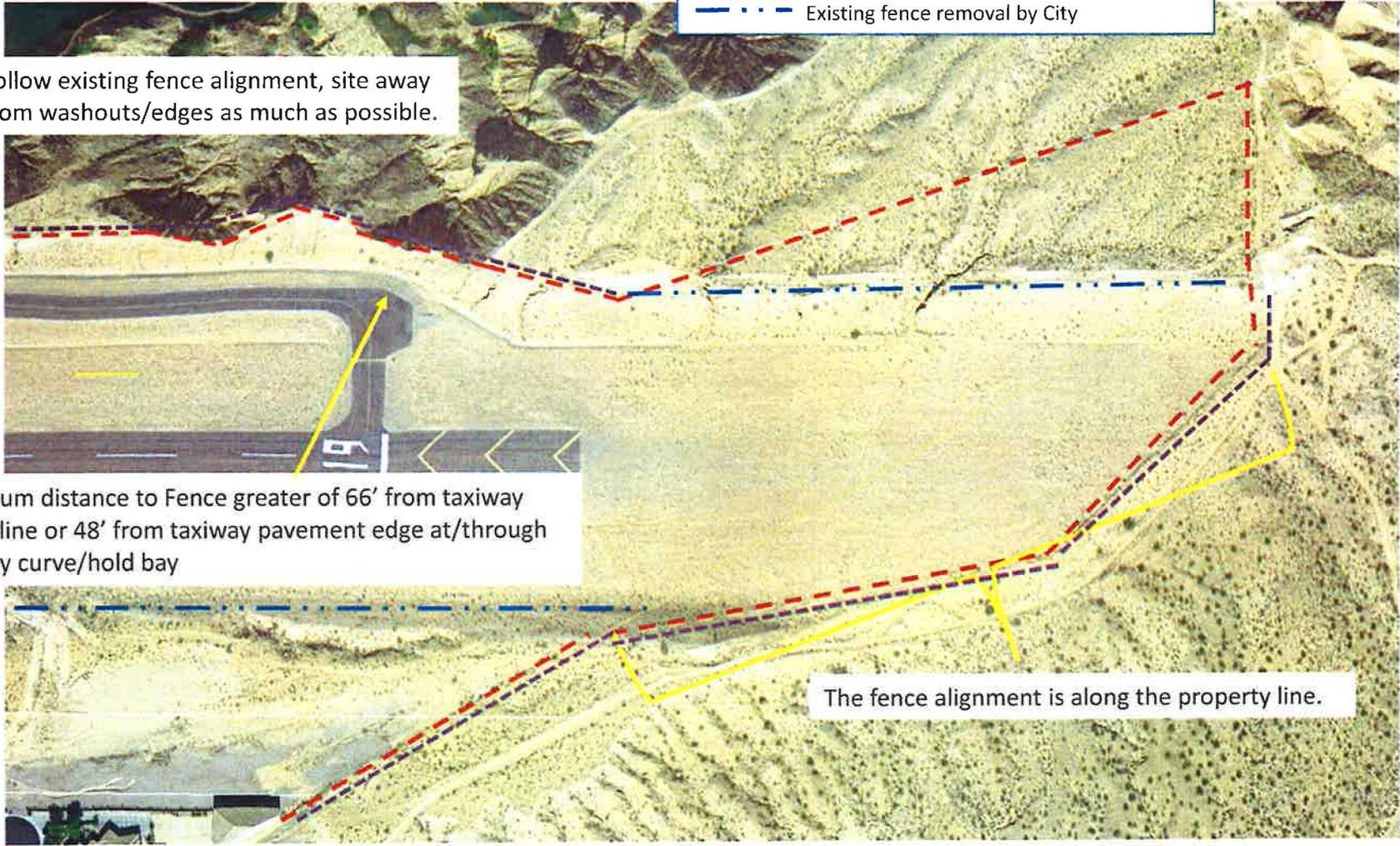
Minimum distance to Fence greater of 66' from taxiway centerline or 48' from taxiway pavement edge at/through taxiway curve/hold bay



Mesquite Airport (67L) Fence

- Install wildlife fence
- .-.- Install chain link fence
- - - Existing fence removal by contractor
- .-.- Existing fence removal by City

Follow existing fence alignment, site away from washouts/edges as much as possible.



Minimum distance to Fence greater of 66' from taxiway centerline or 48' from taxiway pavement edge at/through taxiway curve/hold bay

The fence alignment is along the property line.

Exhibit "B"
Project Fees

Exhibit "B"



FEE PROPOSAL FOR

Project Name: Animal Control and Security fence - Mesquite Airport (67L)
 Project Description: Design of airport wildlife deterrent and security fence
 Client: City of Mesquite
 Contract Type: LUMP SUM
 Date Prepared:
 Prepared by:

Task Number	TASKS	EMPLOYEE CLASSIFICATIONS				Total Hours Per Task	Total Labor Per Task
		Project Manager 6	Engineer 5	Engineer Tech 5	Admin Asst 4		
Tasks based on Scope of Work (June 3, 2016)							
1	Project/Grant Management				0		\$ -
2	1. Assist the sponsor in the AIP process	5	9	8	1	23	\$ 3,315.00
3	2. Prepare for the sponsor's submission to funding agencies, grant applications	2	0	3	5	10	\$ 1,160.00
4	3. Conduct pre-design conference with the FAA and City via meetings/e-mails/video conference/telephone calls to confirm the scope of work and to address FAA requirements.	4	7	1	0	12	\$ 2,045.00
5	4. Coordinate with the FAA, BLM, and City on the project.	2	6	3	0	11	\$ 1,700.00
6	5. Negotiate Engineering Fees with Sponsor	0	8	3	0	11	\$ 1,540.00
7	6. Grant Management	0	0	0	0	0	\$ -
8	a. Prepare for the sponsor's submission to FAA	0	0	8	3	11	\$ 1,070.00
9	i. Updated project Cost Estimates and Schedules	0	0	0	0	0	\$ -
10	ii. Modifications to Standards for the project	0	0	0	0	0	\$ -
11	iii. FAA Grant Application and Sponsor Certifications	2	2	8	3	15	\$ 1,810.00
12	iv. Grant Quarterly Report to FAA	0	0	0	0	0	\$ -
13	v. Assist Sponsor with Drawdown of Grant Funds based on Invoices	0	0	0	0	0	\$ -
14	b. Prepare for consultant's submission to FAA	0	3	5	0	8	\$ 965.00
15	i. Preliminary Engineering Report to FAA	2	4	3	3	12	\$ 1,640.00
16	ii. 49 CFR Part 77 submissions for the permanent fence and temporary construction impacts via FAA OE/AAA (FAA Form 7460 submission)	0	8	0	0	8	\$ 1,320.00
17	iii. Construction Safety and Phasing Plan (CSPP)	0	0	3	0	3	\$ 300.00
18	v. Submit plans and specifications for ADO Engineer Review	0	0	8	5	13	\$ 1,250.00
19	Environmental	0	0	0	0	0	\$ -
20	1. Coordinate with FAA and BLM (for the BLM leased land) on environmental documentation required for the project	0	0	8	5	13	\$ 1,250.00
21	a. Prepare and submit the documented CATEX as described in FAA ARP SOP No. 5.00 "CATEX Determinations"	0	4	8	8	20	\$ 2,140.00
22	b. Coordinate with the BLM and Sponsor on lease property boundary to assure the required fence alignment area for the environmental study is within control of sponsor	0	0	0	0	0	\$ -
23	2. Consult with appropriate parties (FAA, BLM, US Army Corps of Engineers (Corps), US Fish & Wildlife, City of Mesquite, State of Nevada, State of Arizona, contractor, engineering firm) for project environmental requirements	0	5	8	4	17	\$ 1,935.00
24	3. Consult with US Army Corps relative to jurisdictional determination; Prepare jurisdictional area plans and cross sections with proposed fill and stream bed impacts (8 separate areas anticipated)	0	24	24	5	53	\$ 6,570.00
25	4. Prepare Corps Pre Construction Notification Permit including all consult with the Corps	0	16	24	24	64	\$ 7,040.00
26	a. Complete PCN application	0	8	8	4	20	\$ 2,400.00
27	b. Determine Jurisdictional Areas after field meeting with ASACOE	0	0	3	0	3	\$ 300.00
28	Prepare flow area plan and cross sections	0	0	3	5	8	\$ 750.00
29	d. Calculate jurisdictional stream bed impacts as required by the USACOE	0	0	5	2	7	\$ 680.00
30	Preliminary Phase	0	0	0	0	0	\$ -
31	1. Coordinate with the sponsor on project scope requirements, finances, schedules, operational safety and phasing considerations, site access and other pertinent matters.	2	5	5	3	15	\$ 1,975.00
32	2. Perform an analysis on the appropriate approach surface to determine in the proposed fence, or other natural or	2	8	8	0	18	\$ 2,530.00
33	a. Develop resolution for any obstructions identified in the approach surface analysis	2	4	0	0	6	\$ 1,070.00
34	3. Plan, procure, and/or prepare necessary surveys, geotechnical engineering investigations, field investigations, and architectural and engineering studies required for design considerations	0	0	0	0	0	\$ -
35	4. Develop design schematics, sketches, environmental and aesthetic considerations, project recommendations, and	2	8	12	5	27	\$ 3,340.00
36	5. Prepare project design	0	0	0	0	0	\$ -
37	6. Prepare the Project Work	0	0	0	0	0	\$ -
38	7. Pre-design Phase - General	0	0	0	0	0	\$ -
39	a. Confer with the Owner to review its project needs and requirements, inspect the site for the work, review the	2	2	5	3	12	\$ 1,510.00
40	b. Review the project's environmental documentation and decision.	1	5	12	1	19	\$ 2,280.00
41	c. Coordinate with and secure preliminary approval from the State, Federal Government, and other public or private agency where required as affected by proposed construction	0	0	0	0	0	\$ -
42	d. Develop in conjunction with the Owner the project design and construction schedule and budget. Establish	2	2	8	0	12	\$ 1,540.00
43	f. Provide copies of all documents and review them with the Owner. (BHI Input to FA)	0	3	7	5	15	\$ 1,605.00
44	8. 2 persons, two trips included in this phase	10	10	0	0	20	\$ 3,700.00
45	Design Phase	0	0	0	0	0	\$ -
46	1. Conduct and attend meetings and design conferences to obtain information and to coordinate or resolve design matters.	2	8	5	0	15	\$ 2,190.00
47	2. Collect engineering data and undertake field investigations as required	0	0	0	0	0	\$ -
48	3. Prepare necessary engineering reports and recommendations.	2	4	12	9	27	\$ 3,060.00
49	4. Prepare detailed plans, specifications, cost estimates, and design/construction schedules.	2	4	4	2	12	\$ 1,640.00
50	4 a) Prepare base topographical files and establish alignment	2	0	3	3	8	\$ 910.00
51	4 b) Prepare Cut Sheets	0	0.25	1	12	13.25	\$ 1,218.75
52	4 c) Cover Sheet	0	0.25	1	6	7.25	\$ 678.75
53	4 d) Prepare Notes Sheets (2)	0	0.25	6	12	18.25	\$ 1,718.75
54	4 e) Index Map Sheet	0	0.25	1	4	5.25	\$ 498.75
55	4 f) Plan & Profile Sheets (15)	0	3.75	30	90	123.75	\$ 11,681.25
56	4 g) Develop Detail Sheet	0	2.25	8	8	18.25	\$ 1,888.75
57	4 h) Earthwork & Template	0	4	12	24	40	\$ 3,980.00
58	4 i) Hydraulic Calculations	0	0.25	24	12	36.25	\$ 3,518.75
59	4 j) Culvert X Sections (3 sheets)	0	0.5	12	24	36.5	\$ 3,437.50
60	4 k) Billing	3	0	0	3	6	\$ 780.00
61	4 l) Develop Cost Estimate	0	0	0	0	0	\$ -
62	4 m) Project Management	8	12	0	0	20	\$ 3,220.00
63	4 n) Independent Technical Review	8	4	2	6	20	\$ 2,720.00
64	4 o) Coordination with Airport Sponsor	0	3	0	0	3	\$ 465.00
65	4 p) Project Incidental Expense	5	5	5	5	20	\$ 2,575.00
66	5. Prepare the Construction Safety and Phasing Plan (CSPP) based on FAA AC 150/5370-2F "Operational Safety on	4	16	8	0	28	\$ 4,110.00
67	a. Coordinate with the Owner, and others as required, for the preparation of the CSPP	0	5	0	0	5	\$ 795.00
68	b. Review with Owner, obtain Owner's acceptance	0	4	0	0	4	\$ 640.00
69	c. Submit to FAA via OE/AAA website	0	8	0	3	11	\$ 1,590.00
70	d. Coordinate with FAA for review/approval	0	8	3	0	11	\$ 1,620.00
71	e. Modify the CSPP based on review comments.	0	2	3	1	6	\$ 720.00
72	6. Print and provide necessary review copies of engineering drawings and contract specifications	0	0	8	5	13	\$ 1,250.00
73	7. Prepare engineering studies, including, but not limited to, design analysis, preliminary plans, preliminary estimates of cost and outline specifications. Develop bid alternatives as required to address funding uncertainty or funding	2	7	9	7	25	\$ 3,055.00
74	8. As directed by the FAA ADO, submit to the FAA the drawings and specifications per the FAA Memo 12/8/2014 "Implementation Plan for FAA Review of Construction Plans and Specifications for AIP Funded Projects"	0	0	0	0	0	\$ -
75	9. Prepare for submission to FAA, Modification to Standards as needed for the project.	0	4	5	1	10	\$ 1,250.00
76	10. Review the plans and specification submittal with the owner and FAA.	2	7	5	1	15	\$ 2,105.00
77	11. Engineering/Design concepts/issues	0	0	0	0	0	\$ -
78	a. Fence geometry/alignment, material selection, and construction specifications.	2	7	3	0	12	\$ 1,835.00
79	i. Examine and site fence alignment with relationship to FAA AC 150/5300-13A "Airport Design" design surfaces.	0	11	4	0	15	\$ 2,185.00
80	ii. Select the fence material based on the animals of concern or security needs.	0	0	3	0	3	\$ 300.00
81	iii. Design to accommodate the topography and existing drainage structures.	0	0	0	0	0	\$ -
82	1. The topography along the southeast portion of the airport is a significant drop-off with potential drainage	0	0	0	0	0	\$ -
83	iv. Address construction access	0	0	0	0	0	\$ -
84	v. Develop location of	0	0	0	0	0	\$ -
85	b. The removal of existing fence is an access and construction/airfield safety issue to be evaluated during fencing design	0	0	0	0	0	\$ -
86	12. Final Design Phase	0	0	0	0	0	\$ -
87	a. Update the plans and specifications based on review comments and updated information on funding availability.	0	0	8	8	16	\$ 1,520.00
88	13. Update the Airport Property Map (Exhibit "A") for any additional BLM leased land	0	0	0	0	0	\$ -
89	14. Quality Control	6	0	0	0	6	\$ 1,230.00
90	15. Prepare the Design Basis Report	2	4	5	5	16	\$ 2,020.00
91	b. Two trips, one person to Mesquite	6	0	0	0	6	\$ 1,230.00
92	Project Closeout Phase	0	0	0	0	0	\$ -
93	1. Perform project closeout documentation on accordance with AIP Sponsor Guide 1610 - "Grant Closeout" and Engineering Guidance "Project Closeout Requirements 2013-12"	7	12	8	0	27	\$ 4,030.00
94	Special Services, (Biological and Cultural Surveys and Reports, Specialized consultant)						
95	Environmental (Klinght Leavitt Associates)						
96	Biological Survey & Report						
97	Cultural Survey & Report						
98	Survey						
99	Fence Layout, Topographical Verification, Project boundary assurance						
SUBTOTAL							\$ 138,396.25

Direct Non-Salary Expenses	
Travel	\$ 1,850.00
Per Diem	\$ 330.00
Reproduction	\$ 435.00
Total Direct Non-Salary Exp	\$ 2,615.00

SUBTOTAL (Total labor, Profit, and Expenses)	\$ 141,011.25
Environmental (Biological, Archillogical)	\$ 9,000.00
Survey (Fence Layout and topographical Verification)	\$ 6,200.00
Total Cost Estimate	\$ 156,211.25



U.S. Department
of Transportation
**Federal Aviation
Administration**

Western-Pacific Region
Airports Division
Phoenix Airports District Office

3800 North Central, Suite 1025
Phoenix, AZ 85012

August 4, 2016

Mr. Bill Tanner, Public Works Director
City of Mesquite
10 East Mesquite Boulevard
Mesquite, Nevada 89027

Dear Mr. Tanner:

**Mesquite Municipal Airport
AIP Project No. 3.32.0013.15
Install Airport Perimeter Fence (design only)
Consultant Services Fee Acceptance**

We have reviewed the request to accept the consulting fees for the above referenced project at the Mesquite Municipal Airport, Mesquite, Nevada. Reference is made to the Sponsor Certification for Selection of Consultants, dated June 14, 2016, that the City of Mesquite has met all statutory and administrative requirements for the selection and fee negotiation procedures. Based on this certification and the submitted record of negotiations, the following amounts for the AIP.15 consultant services are acceptable and eligible for federal participation:

Engineering Services

Project/grant management	\$10,215
Environmental	\$23,065
Preliminary phase	\$ 7,820
Design phase	\$53,896
Project closeout phase	<u>\$ 2,550</u>
Subtotal (Forsgren)	\$97,546

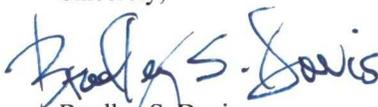
Special services/subconsultants

Knight Leavitt Assoc (environ/cultural survey)	\$ 6,282
Knight Leavitt Assoc (environ/biological survey)	\$ 2,718
Stovall Surveying (design survey)	\$ 6,200
Bohannon & Huston (design services)	<u>\$43,465</u>
Subtotal (special services)	<u>\$58,665</u>

TOTAL **\$156,211**

Please forward a signed copy of the project consultant fee contract to this office. If the city has any questions regarding the review and acceptance of the AIP.15 consultant fees, please contact me at 602.792.1068.

Sincerely,


Bradley S. Davis
Civil Engineer

cc: Forsgren Associates, Inc.



City Council Regular Agenda Item 12.

Subject:

Consideration of approval of a Contract between Thomson Reuter (WestLaw, legal research service) and the City of Mesquite .

- Public Comment
- Discussion and Possible Action

Petitioner:

Bob Sweetin, City Attorney

Staff Recommendation:

Accept the Contract

Fiscal Impact:

Account 10 50 210

\$550.00 per month for first 12 months
2% increase for the following 12 months
2% increase for the following 12 months

Budgeted Item:

Yes

Background:

The City Attorney's office utilizes Westlaw to research legal issues and stay abreast of caselaw developments from the State Supreme Court,



August 23, 2016

Ninth Circuit, and U.S. Supreme Court. Thomson Reuter provides accurate and comprehensive online legal research.

The prior contract incorporated a 5% increase for each year. The new contract was negotiated to a 2% increase with more information available for the attorney's office. This was incorporated in the current budget.

Attachments:

Order Form from Thomson Reuter (Westlaw)



THOMSON REUTERS

Order Form

Contact your representative brandon.schilling@thomsonreuters.com with any questions. Thank you.

Order ID: **815855**

Subscriber Information

Account Address:

Account #: **1000174293**
MESQUITE CITY ATTORNEY
~~CHERYL HUNT~~ *Robert Sweetin*
10 E MESQUITE BLVD
MESQUITE, NV 89027
US
702-346-5181

Shipping Address:

Account #: **1000174293**
MESQUITE CITY ATTORNEY
~~CHERYL HUNT~~ *Robert Sweetin*
10 E MESQUITE BLVD
MESQUITE, NV 89027
US
702-346-5181

Billing Address:

Account #: **1000174293**
MESQUITE CITY ATTORNEY
~~CHERYL HUNT~~ *Robert Sweetin*
10 E MESQUITE BLVD
MESQUITE, NV 89027
US
702-346-5181

This Order Form is a legal document between West Publishing Corporation and Subscriber. West Publishing Corporation also means "West", "we" or "our" and Subscriber means "you", "my" or "I".

Online/Practice Solutions/Software and Print/ProView eBooks Programs

Online/Practice Solutions/Software

Svc Mat #	Product	Qty	Unit	Program Details	Program Code	List	Other	Monthly Charges	Minimum Term (Months)	Term and Increase
41940120	Government Collection (Westlaw PRO™) (Banded) <div style="border: 1px solid black; padding: 2px; width: fit-content;">See Attachment for Select Product details</div>	1	Atty (s)	Exception Approved	545210	\$750.00	26.667%	\$550.00	36	Year2-2% Year3-2%

Minimum Terms

Monthly Charges begin on the date West Publishing Corporation ("West", "we" or "our") processes your order and continue for the number of complete calendar months listed in the Minimum Term column above. Based on above terms listed you agree to the length and year over year increases.

During my subscription terms, I am also responsible for all Excluded Charges. Excluded Charges are charges for accessing Westlaw data or a Practice Solutions service that is not included in your subscription. Excluded Charges may change after 30 days written or online notice.

Post Minimum Terms

For Online/Practice Solutions/Software: Your subscription will change to a month-to-month status at the end of the Minimum Term, and your applicable Monthly Charges will be billed at up to the then current retail rate. Thereafter, we may modify the Monthly Charges after at least 30 days notice. Either of us may cancel the month-to-month subscription by sending at least 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Order charges for print/eBook products not on subscription: N/A

Initial order charges for print/eBooks products with updates billed upon shipment: N/A

Initial Monthly Charges for Products under 36 month Minimum Term: \$550.00

Estimated total Monthly Charges for the initial 12 months: \$550.00

Totals above do not reflect applicable taxes and transportation charges or updates billed upon shipment. Please see the Miscellaneous section below for details.

These Monthly Charges show the first year's Monthly Charges (and are combined if multiple products are ordered) with the same contract term and are subject to increase per the terms of this agreement.

Miscellaneous

Charges, Payments Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms. You may authorize us to automatically charge a credit card or debit and electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you are authorizing, as part of this order, or have already authorized us to bill a credit card or debit card or make electronic fund transfer for West subscriptions on an ongoing basis, no further action is needed.

Returns and Refunds. You may return a print or CD-ROM/DVD product to us within 45 days of the original shipment date if you are not completely satisfied. Different policies apply to print products you receive as part of a program such as Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack and WestPack. Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS and Serengeti charges are not refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Applicable Law. This Order Form will be interpreted under Minnesota state law. Any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a United States Federal Government customer, United States federal law will apply and any claim may be brought in any federal court.

The General Terms and Conditions, apply to all products ordered, except print and is located at <http://static.legalsolutions.thomsonreuters.com/static/general-terms-conditions.pdf>. The General Terms and Conditions for Federal Subscribers, is located at <http://static.legalsolutions.thomsonreuters.com/static/federal-general-terms-conditions.pdf>. In the event of a conflict between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <http://static.legalsolutions.thomsonreuters.com/static/product-specific-terms.pdf>. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- CD-ROM Products/DVD Products /li>
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km software
- West LegalEdcenter
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Campus Research
- ProView eBooks

Excluded Charges. If you access Westlaw data or Practice Solutions services that are not included in your subscription you will be charged our then-current rate. Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-westlaw.pdf> and <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-concourse-firm-central-caselogistix.pdf>. Excluded Charges may change after 30 days written or online notice.

Banded Products Subscriptions The number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students for the banded products you ordered appear in the Quantity column above. Our pricing for banded products is made in reliance upon that number. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable. Law firm and government subscribers of banded products will receive one (1) password for each attorney and an equal number of passwords for non-attorneys.

For questions regarding this order, please contact West Customer Service at 1-800-328-4880.

Signature for Order ID: 815855

ACKNOWLEDGMENT

I have read all pages and attachments to this Order Form and I accept the terms on behalf of Subscriber. I warrant that I am authorized to sign this Order Form on behalf of Subscriber.

Signature of Authorized Representative for order	Title
Printed Name	Date

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 THOMSON REUTERS	<h2>Attachment</h2> <p>Contact your representative brandon.schilling@thomsonreuters.com with any questions. Thank you.</p>
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Order ID: **815855**

Payment and Shipping Information

Payment Method:
Payment Method: **WestAccount**
Account Number: **1000174293**

Shipping Information:
Shipping Method: **Ground Shipping - U.S. Only**

Additional Information

Created By: **0172870**
Order Source: **27**
Revenue Channel: **01**
Order Date: **8/4/2016 1:44:55 PM**
P.O. Number:
Additional Data B: **1**

Product and User Details

Banded Products for all users below

41940120 Government Collection (Westlaw PRO™) (Banded)

User	Position	Email
Robert D Sweetin	Attorney	rsweetin@mesquitenv.gov

CustomPro Product Details

Material ID	Description
40982527	Primary Law with KeyCite®: All — Nevada (WestlawNext™)
41933475	Govt Plt - Litigation
41933476	Govt Plt - National Core
41931317	Govt Plt - Premium Analytical

Lapse Subscriptions

Active Subscriptions to Lapse	Contract Number	Material ID
GOVERNMENT SELECT ON WESTLAW	0118354439	40988682
GENERAL COUNSEL ALL PRIMARY LAW ON WESTLAW	0118354445	40973997
NV PRIMARY LAW WITH KEYCITE ALL ON WESTLAW	0118354440	40973849
RELATED DOCUMENTS ON WESTLAW	0118354448	41024656

Order Contact Information

First Name	Last Name	Email Address	Contact Description	Contact Number
Robert	Sweetin	rsweetin@mesquitenv.gov	Order Confirmation Contact	28
Robert	Sweetin	rsweetin@mesquitenv.gov	Primary Password Contact	24

Office Use Only

- Exception Approval Code:E437874
- Worksheet Custom Pro:<https://ordermation.west.thomson.com/esigs/of.aspx?pordergroupid=390304f21de248409fa5b18ef34c13b8&pfv=true>
- OF Ver:<https://ordermation.west.thomson.com/esigs/ofversion.aspx?pfv=true&ordergroupid=72edc20fc0184e1ea8ff69efea3d613c&isofview=yes>



City Council Regular Agenda Item 13.

Subject:

Consideration of approval of an updated agreement with Mesquite Regional Business, Inc. for economic development professional services and other matters properly related thereto.

- Public Comment
- Discussion and Possible Action

Petitioner:

Aaron Baker, City Liaison Officer

Staff Recommendation:

Approve the updated agreement with Mesquite Regional Business

Fiscal Impact:

MRB is currently funded out of Fund 43. The agreement proposes to pay MRB \$75,000 for services from July 1, 2016 to December 31, 2016 and \$95,000 for January 1, 2017 to June 30, 2017 (Total of \$170,000 for FY16-17). These amounts correspond with the approved FY16-17 budgeted amounts for MRB professional services. In FY17-18 and FY18-19, it is proposed that the amount be increased to \$190,000.

Budgeted Item:

Yes

Background:

On October 31, 2012, the City entered into an agreement with Mesquite Regional Business for economic development professional services.



August 23, 2016

On June 11, 2014, the City and MRB amended the original agreement.

The proposed agreement does not greatly differ from the June 11, 2014 amendment. This agreement does propose to extend out the term of the original agreement by two years and does alter the fee for the service.

The proposed term of the agreement is until June 30, 2019. Either party may terminate the agreement with a six-month written notice.

The scope of work and level of service are to remain the same as in past years.

Attachments:

- 2012 Agreement between the City of Mesquite and Mesquite Regional Business, Inc.
- First Amendment to the 2012 Agreement between the City of Mesquite and Mesquite Regional Business, Inc.
- Proposed 2016 Agreement between the City of Mesquite and Mesquite Regional Business, Inc.

**AGREEMENT FOR THE PROVISION OF ADMINISTRATIVE, TECHNICAL,
OPERATIONAL SUPPORT AND OTHER ASSISTANCE TO THE CITY OF
MESQUITE BY MESQUITE REGIONAL BUSINESS, INC.**

THIS AGREEMENT is made and entered into as of the date when both parties have properly signed and executed the agreement (Effective Date), by the City of Mesquite (City) and Mesquite Regional Business, Inc. (MRB)

WITNESSETH

WHEREAS, the City believes it to be in the best long-term interest of the citizens of Mesquite to actively pursue economic development activities; and

WHEREAS, the City is committed to creating economic diversity and to growing and broadening the tax base of the City in order to provide additional choices and above average wage employment opportunities for its citizens; and

WHEREAS, the City has pursued economic development activities for over ten (10) years; and

WHEREAS, the City Council feels economic development activities can be better accomplished through a public/private partnership; and

WHEREAS, the City wishes to take advantage of and participate in recent efforts by the Governor's Office of Economic Development to realign and reenergize regional economic development efforts; and

WHEREAS, MRB has recently incorporated in the State of Nevada with the express desire to perform economic development activities in the Mesquite region; and

WHEREAS, MRB desires now to enter into a performance based contract with the City for economic development services;

WHEREAS, the City elects to contract with MRB to provide assistance and service with respect to its economic development activities.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, it is understood and agreed by and between the parties as follows:

**SECTION ONE
PURPOSE**

1. The purpose of this Agreement is to fund an office and provide staffing which will provide administrative, technical and operational support assistance, and such other services as are requested by the City from time to time, consistent with applicable law, all of which is intended to provide efficient, orderly, economical and professional management and

administration of an economic development program for Mesquite, Nevada and surrounding region.

SECTION TWO
TERM OF THIS AGREEMENT

2. This agreement shall commence on January 1, 2013, and expire June 30, 2017. Continuation of the Agreement from City fiscal year to fiscal year is contingent upon adequate appropriation by the City Council. The Agreement can be terminated at any time by majority vote of the City Council and shall require a minimum of one (1) year's advanced written notice to MRB. Likewise, the Agreement can be terminated at any time by MRB, and shall require a minimum of one (1) year's advance written notice to the City.

SECTION THREE
ASSISTANCE AND SERVICE TO BE PROVIDED BY MRB

3. In consideration of and in keeping with the terms of the Agreement as provided herein, MRB shall provide a full range of economic development assistance and services which shall include but not be limited to:
 1. Maintain an office within the Mesquite urban area, which is available Monday through Friday during normal business hours to the public. One function of the office shall be to make available to the public detailed information concerning the resources and assets of the area.
 2. Employ a professional staff, which shall devote time to become and remain knowledgeable about the resources of the area and shall freely make themselves available for the dissemination of this information to the public.
 3. Prior to July 1, of each year of the contract, MRB shall in writing and before City Council during a regularly scheduled City Council meeting present a work plan, consisting of goals, objectives and activities to be accomplished during each contract period, and which shall be submitted to the City. The work plan shall include but not be limited to, the following:
 - a. Establish and maintain an on-going and coordinated business retention/existing business program for economic base businesses.
 - b. Develop and maintain marketing and business attraction services in order to make known the benefits of establishing and conducting business in the Mesquite area, and to encourage and attract new business to the Mesquite area.
 - c. Create and maintain an up to date community profile on the Mesquite area which can be used to provide basic information about the area to local businesses, to prospective new businesses, and for use by the public at large.
 - d. Initiate programs designed to promote the image and identity of the Mesquite area on a local, regional, national, and international level.
 - e. Initiate communications which will increase our community leader's awareness of the economic development programs being implemented.
 - f. Serve as the primary local contact for public and private sector entities in matters relating to economic development

- g. Serve as the primary recommending agency for programs and projects worthy of consideration and financial participation by the City.
 - h. Perform all duties associated with the handling of and working with representatives of prospective companies, but not limited to:
 - 1. Compilation and presentation of current information on land and building availability, population growth, labor availability, wage rates, general economic conditions, etc.
 - 2. Obtaining information and knowledge concerning potential building sites, office space, manufacturing facilities, warehouse availability, prices and rates.
 - 3. Coordinate community tours for prospective businesses by scheduling appointments with related industries, utility companies, architects, contractors, attorneys, developers, real estate brokers, educational representatives, or others required by the prospect.
 - 4. Monitor and, when appropriate, expedite specific project and prospect's progression through various City, County and State departments.
 - i. Initiate other programs and projects that may, from time to time, be necessary and integral parts of an on-going economic development program.
 - j. Maintain a website which online fulfills the goals, objectives and activities of MRB.
4. Progress and performance reports outlining MRB's progress and achievements with regard to its plan of work will be presented semi-annually. The reports may occur at the same meeting as the presentation of the work plan discussed in subsection 3 of this section. The first such report will become due six (6) months from the date MRB becomes operational. The agenda and minutes of the preceding meeting shall be provided in accordance with the City's timetable for materials submission for City Council meetings.

SECTION FOUR
FINANCES AND METHOD OF PAYMENT

4. In return for the economic development assistance and service outlined in Section Three of this Agreement, the City agrees to pay MRB for eligible expenses pursuant to subsection 4.3 as identified in the annual MRB budget.
- 4.1 MRB will submit within thirty (30) days of the execution of this Agreement and at least sixty (60) days prior to the next fiscal year, a written line item budget for the assistance and services to be provided, including operations and maintenance of the overall economic development program.
- 4.2 MRB anticipates requesting from the City the following amounts over the term of the Agreement. However, these amounts are subject to possible revision during the City's annual budgeting process for each fiscal year.
- Jan 2013 - Jun 2013: \$95,000
 - Jul 2013 – Jun 2014: \$190,000
 - Jul 2014 – Jun 2015: \$190,000
 - Jul 2015 – Jun 2016: \$190,000

- Jul 2016 – Jun 2017: \$140,000

- 4.3 Actual payments to MRB by the City will be made on a semi-annual basis, the first of which shall be made concurrently with MRB’s annual budget presentation to the City and a voucher signed by an authorized representative of MRB. Subsequent payments will be made on a semi-annual basis when the City is presented (1) a financial statement, in a form satisfactory to the City, detailing income, if any, and expenditures for the previous six months; and (2) a voucher signed by an authorized representative of MRB. In addition, upon request of the City, MRB will supply copies of receipts; copies of canceled checks, and any other pertinent financial information. MRB shall retain receipts and canceled checks that support requests for payments, for a minimum of three (3) years from the date on which each such expense is incurred or check negotiated.
- 4.4 Eligible expenses within the context of the Agreement shall include Personnel and Fringe Benefits, Office and Operating Expenses, Marketing Expenses, and Capital Purchases, as well as any other expenses included in the annual MRB budget which are consistent with the operation and maintenance of the overall economic development program but are not otherwise specifically prohibited in the Agreement. Expenses not covered by this Agreement include, but are not limited to, purchases not allowed under Nevada law or statute, alcoholic beverages, payment of internal MRB employment claims, or claims for breach of contract from prospective businesses. These latter “non-covered” expenses will be paid by MRB from private contributions. The City may approve expenditures in other categories and/or approve additions to the previously approved budget.

SECTION FIVE PROPERTY

5. All finished or unfinished documents, data, surveys, studies, drawings, maps and other documents prepared by MRB are property of MRB.
- 5.1 In the event that MRB dissolves and ceases to conduct business, the intellectual property shall be turned over to another organization performing the same functions. In the event that the City of Mesquite resumes economic development efforts, the intellectual property shall be turned over to the City. In no case shall client confidentiality be breached and the utmost efforts shall be made to protect it.
- 5.2 The City of Mesquite shall transfer the current URL www.MesquiteMeansBusiness.com to MRB. In exchange for the URL, MRB shall maintain a website pursuant to Section 3 of this agreement.

SECTION SIX SOVEREIGN IMMUNITY

6. The City of Mesquite expressly reserves the right to invoke governmental immunity for any claim arising out of this Agreement pursuant to NRS Chapter 41.

SECTION SEVEN AMENDMENTS

7. This Agreement constitutes the full understanding between the parties, and may only be modified by written amendment executed by all parties hereto. The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement.

SECTION EIGHT
APPLICABLE LAW

8. This Agreement is executed and intended to be performed in the state of Nevada and laws of Nevada shall govern its interpretation and effect. The parties consent to the exclusive jurisdiction of the Eighth Judicial District Court, State of Nevada, for enforcement of this Agreement.

SECTION NINE
NONDISCRIMINATION AND COMPLIANCE WITH LAWS

9. MRB shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Agreement, and it shall assure that no person is discriminated against based on the grounds of age, sex, race, religion, national origin or disability in connection with the performance of this Agreement.

SECTION TEN
INDEMNIFICATION

10. MRB shall release, indemnify and hold harmless the City and their officers, agents, employees, successors and assigns from any cause of action, or claims or demands arising out of MRB's performance under this Agreement.

SECTION ELEVEN
THIRD PARTIES

11. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries, property damage, or contract damages, pursuant to the terms or provisions of this Agreement.

SECTION TWELVE
IMPLEMENTATION

12. The Mesquite City Council hereby designates the City Manager or his designee as the primary contact with MRB and hereby grants and delegates authority to carry out this Agreement.

SECTION THIRTEEN
INDEPENDENT CONTRACTOR

13. MRB shall function as an independent contractor for the purposes of this Agreement. MRB shall assume sole responsibility for any debts or liabilities that may be incurred by MRB. Nothing in this Agreement shall be interpreted as authorizing MRB or its agents or employees to act as an agent or representative of or on behalf of the City or to incur any obligation of any kind on behalf of the City.

SECTION FOURTEEN
SEVERABILITY

14. If any term of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

SECTION FIFTEEN
NOTICE

15. All notices and subsequent correspondence pertaining to this agreement shall be mailed first class to the following:

CITY: City of Mesquite
10 East Mesquite Boulevard
Mesquite, Nevada, 89027
Attention: City Manager

MRB: Mesquite Regional Business, Inc.
525 Commerce Circle
Mesquite, NV 89027

SECTION SIXTEEN
WAIVER

16. Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

SECTION SEVENTEEN
DUPLICATE COPIES

17. This Agreement has been prepared with duplicate originals so that each party may have an original.

SECTION EIGHTEEN
ENTIRE AGREEMENT

18. This Agreement contains the entire agreement between the Parties. All promises, representations, understandings, warranties, inducements and agreements with respect to the matters described in this Agreement have been expressed herein. This Agreement may not be amended, altered, supplemented, modified or otherwise changed unless in writing, signed by both Parties hereto, which expressly states that it is an amendment, supplement or modification to this Agreement.

[The remainder of this page is intentionally left blank]

SECTION NINETEEN
SIGNATURES

19. IN WITNESS THEREOF, the parties to this Agreement, through their duly authorized representatives, have executed this Agreement on the days and dates set out below and certify that they have read, understood and agreed to the terms and conditions of this Agreement.

CITY OF MESQUITE

MESQUITE REGIONAL BUSINESS, INC.

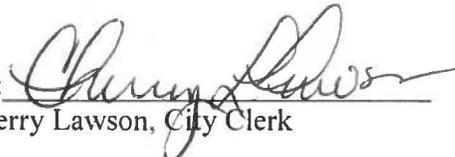
By: 
Mark Wier, Mayor

By: 
George Gault, Chair of the Board

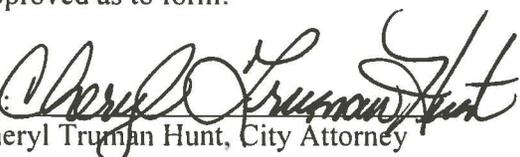
Dated: 10-30-12

Dated: 10/31/12

ATTEST:

By: 
Cherry Lawson, City Clerk

Approved as to form:

By: 
Cheryl Truman Hunt, City Attorney

Date: 10/30/12



OFFICE OF THE CITY CLERK
Cherry L. Lawson, C.M.C.
10 East Mesquite Blvd.
Mesquite, Nevada 89027
Main: (702) 346-5295 ~ Fax: (702) 346-2908
clawson@mesquitenv.gov

FILE

June 17, 2014

Bo Bingham, Attorney at Law
Bingham & Snow, LLP
840 Pinnacle Court, Suite 202
Mesquite, NV 89027

Re: First Amendment to the Agreement for the Provision of Administrative, Technical, Operational Support and Other Assistance to the City of Mesquite by Mesquite Regional Business, Inc.

Dear Attorney Bingham:

Enclosed for your file is a copy of the above agreement that was approved by the Mesquite City Council during its Regular Council Meeting on Tuesday, June 10, 2014.

An original copy of this document is being sent to Gaye Stockman, Executive Director of Mesquite Regional Business, Inc. for their records as well.

Thank you.

Sincerely,



Cherry L. Lawson, C.M.C.
City Clerk

Cc: Mesquite Regional Business, Inc.
City Manager's Office
File

**FIRST AMENDMENT TO THE
AGREEMENT FOR THE PROVISION OF ADMINISTRATIVE, TECHNICAL,
OPERATIONAL SUPPORT AND OTHER ASSISTANCE TO THE CITY OF
MESQUITE BY MESQUITE REGIONAL BUSINESS, INC.**

THIS FIRST AMENDMENT TO THE AGREEMENT FOR THE PROVISION OF ADMINISTRATIVE, TECHNICAL, OPERATIONAL SUPPORT AND OTHER ASSISTANCE (the "Amendment") is hereby made by and between Mesquite Regional Business, Inc. ("MRB"), and the City of Mesquite ("City"), collectively referred to as "the Parties". The Amendment is intended to supplement and to replace certain portions of the AGREEMENT FOR THE PROVISION OF ADMINISTRATIVE, TECHNICAL, OPERATIONAL SUPPORT AND OTHER ASSISTANCE originally dated October 31, 2012 (the "Agreement"). The Amendment and all other applicable terms of the October 31, 2012 Agreement are legally effective when signed and dated by the Parties below ("Effective Date").

RECITALS

WHEREAS, MRB and the City previously entered into an AGREEMENT FOR THE PROVISION OF ADMINISTRATIVE, TECHNICAL, OPERATIONAL SUPPORT AND OTHER ASSISTANCE originally dated October 31, 2012, wherein MRB agreed to provide economic development services to the City of Mesquite; and

WHEREAS, the City has determined that economic development activities can be better accomplished through private, not public, efforts; and

WHEREAS, a group of private citizens independently formed MRB, a private non-profit, 501(c)(6), economic development organization, to provide professional service to its governmental and business clients in the Mesquite region and surrounding areas; and

WHEREAS, the City and MRB are both desirous to clarify and, to the extent applicable, alter the terms of the Agreement and the nature of their relationship as set forth herein; and

WHEREAS, the City and MRB both wish to reduce to writing their amendment and understanding.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, it is understood and agreed by and between the Parties that the following sections of the existing agreement are amended as follows:

1. AMENDED TERMS:

- a. The original Agreement shall now be entitled "PROFESSIONAL SERVICE AGREEMENT BETWEEN MESQUITE REGIONAL BUSINESS, INC, A NEVADA NON-PROFIT CORPORATION AND THE CITY OF MESQUITE, A NEVADA MUNICIPIAL CORPORATION".
- b. The relationship between the City and MRB is, and during the term of this Agreement shall be, that of an independent contractor. MRB shall at all times operate independently and shall be in sole and exclusive control of all of its own decisions and activities including, but not limited to, what businesses MRB will seek to recruit, the programs MRB may decide to implement, the strategies and methods for furthering economic development, and all other aspects of MRB's operations and activities.
- c. The City has not and shall have no right, directly or indirectly, to control, direct, or participate in MRB's business operations, strategic goals, or any other business decisions of MRB.
- d. The City shall not entangle itself in any way with the core functions of MRB.
- e. MRB shall annually appear before the City Council and make a presentation regarding MRB's achievements, efforts and future plans as they relate to the services provided to the City hereunder.
- f. MRB shall not be required to report or provide any additional information beyond that which is normally required of an independent contractor and MRB shall not be required to submit or obtain the City's approval of any specific work plan.
- g. MRB shall function as an independent organization and not as the functional equivalent of a public agency and any reference otherwise, whether express or implied, within the Agreement shall be removed, disregarded in its entirety, and is void.
- h. Nothing in this Amendment shall be construed such that the City has any legal or contractual right to control the activities of MRB.
- i. The existing Agreement may be terminated at any time by majority vote of the City Council and shall require a minimum of one hundred twenty (120) days advance written notice to MRB. Likewise, the Agreement may be terminated at any time by MRB and shall require a minimum of one hundred twenty (120) days advance written notice to the City.
- j. MRB shall bill the City monthly for services. A written update shall be transmitted via email as part of the monthly billing process.

2. ACKNOWLEDGEMENT

Each of the Parties hereby expressly acknowledges that all other terms and requirements of the Agreement dated October 31, 2012, are in full force and effect.

3. PREVAILING LANGUAGE

The terms of this Amendment shall control and prevail over the Agreement. In the case of any inconsistencies between this Amendment and the Agreement, the terms of this Amendment shall prevail and control.

4. RESTATEMENT OF TERMS

All other terms and conditions which are not expressly amended or altered by this Amendment are hereby restated, confirmed, and incorporated herein by this reference, as if fully set forth herein.

5. MUTUALLY DRAFTED

The Parties stipulate and agree that all Parties have jointly participated in the negotiation and drafting of this Amendment upon advice of their own, independent counsel or that they have had the opportunity to do so, and this Amendment shall be construed fairly and equally as to all Parties as if drafted jointly by them. The Parties hereby irrevocably waive the benefit of any rule of contract construction which disfavors the drafter of an Amendment.

IN WITNESS WHEREOF, the Parties have entered into this Amendment as of the dates set forth below.

CITY OF MESQUITE

MESQUITE REGIONAL BUSINESS, INC.

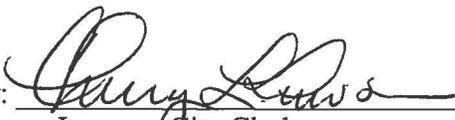
By: 
Allan Litman, Mayor

By: _____
George Gault, Chair

Dated: 6-11-14

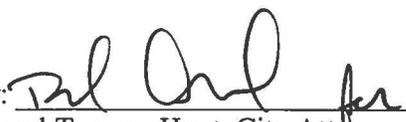
Dated: _____

ATTEST:

By: 
Cherry Lawson, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: 
Cheryl Truman Hunt, City Attorney

By: _____
Bo Bingham, Legal Counsel

3. PREVAILING LANGUAGE

The terms of this Amendment shall control and prevail over the Agreement. In the case of any inconsistencies between this Amendment and the Agreement, the terms of this Amendment shall prevail and control.

4. RESTATEMENT OF TERMS

All other terms and conditions which are not expressly amended or altered by this Amendment are hereby restated, confirmed, and incorporated herein by this reference, as if fully set forth herein.

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The Parties stipulate and agree that all Parties have jointly participated in the negotiation and drafting of this Amendment upon advice of their own, independent counsel or that they have had the opportunity to do so, and this Amendment shall be construed fairly and equally as to all Parties as if drafted jointly by them. The Parties hereby irrevocably waive the benefit of any rule of contract construction which disfavors the drafter of an Amendment.

IN WITNESS WHEREOF, the Parties have entered into this Amendment as of the dates set forth below.

CITY OF MESQUITE

MESQUITE REGIONAL BUSINESS, INC.

By: _____
Allan Litman, Mayor

By: George Gault
George Gault, Chair

Dated: _____

Dated: 6/16/14

ATTEST:

By: _____
Cherry Lawson, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Cheryl Truman Hunt, City Attorney

By: Bo Bingham
Bo Bingham, Legal Counsel

EXHIBIT A

**AGREEMENT FOR THE PROVISION OF ADMINISTRATIVE, TECHNICAL,
OPERATIONAL SUPPORT AND OTHER ASSISTANCE
ORIGINALLY DATED OCTOBER 31, 2012**

**AGREEMENT FOR THE PROVISION OF ADMINISTRATIVE, TECHNICAL,
OPERATIONAL SUPPORT AND OTHER ASSISTANCE TO THE CITY OF
MESQUITE BY MESQUITE REGIONAL BUSINESS, INC.**

THIS AGREEMENT is made and entered into as of the date when both parties have properly signed and executed the agreement (Effective Date), by the City of Mesquite (City) and Mesquite Regional Business, Inc. (MRB)

WITNESSETH

WHEREAS, the City believes it to be in the best long-term interest of the citizens of Mesquite to actively pursue economic development activities; and

WHEREAS, the City is committed to creating economic diversity and to growing and broadening the tax base of the City in order to provide additional choices and above average wage employment opportunities for its citizens; and

WHEREAS, the City has pursued economic development activities for over ten (10) years; and

WHEREAS, the City Council feels economic development activities can be better accomplished through a public/private partnership; and

WHEREAS, the City wishes to take advantage of and participate in recent efforts by the Governor's Office of Economic Development to realign and reenergize regional economic development efforts; and

WHEREAS, MRB has recently incorporated in the State of Nevada with the express desire to perform economic development activities in the Mesquite region; and

WHEREAS, MRB desires now to enter into a performance based contract with the City for economic development services;

WHEREAS, the City elects to contract with MRB to provide assistance and service with respect to its economic development activities.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, it is understood and agreed by and between the parties as follows:

**SECTION ONE
PURPOSE**

1. The purpose of this Agreement is to fund an office and provide staffing which will provide administrative, technical and operational support assistance, and such other services as are requested by the City from time to time, consistent with applicable law, all of which is intended to provide efficient, orderly, economical and professional management and

administration of an economic development program for Mesquite, Nevada and surrounding region.

SECTION TWO
TERM OF THIS AGREEMENT

2. This agreement shall commence on January 1, 2013, and expire June 30, 2017. Continuation of the Agreement from City fiscal year to fiscal year is contingent upon adequate appropriation by the City Council. The Agreement can be terminated at any time by majority vote of the City Council and shall require a minimum of one (1) year's advanced written notice to MRB. Likewise, the Agreement can be terminated at any time by MRB, and shall require a minimum of one (1) year's advance written notice to the City.

SECTION THREE
ASSISTANCE AND SERVICE TO BE PROVIDED BY MRB

3. In consideration of and in keeping with the terms of the Agreement as provided herein, MRB shall provide a full range of economic development assistance and services which shall include but not be limited to:
 1. Maintain an office within the Mesquite urban area, which is available Monday through Friday during normal business hours to the public. One function of the office shall be to make available to the public detailed information concerning the resources and assets of the area.
 2. Employ a professional staff, which shall devote time to become and remain knowledgeable about the resources of the area and shall freely make themselves available for the dissemination of this information to the public.
 3. Prior to July 1, of each year of the contract, MRB shall in writing and before City Council during a regularly scheduled City Council meeting present a work plan, consisting of goals, objectives and activities to be accomplished during each contract period, and which shall be submitted to the City. The work plan shall include but not be limited to, the following:
 - a. Establish and maintain an on-going and coordinated business retention/existing business program for economic base businesses.
 - b. Develop and maintain marketing and business attraction services in order to make known the benefits of establishing and conducting business in the Mesquite area, and to encourage and attract new business to the Mesquite area.
 - c. Create and maintain an up to date community profile on the Mesquite area which can be used to provide basic information about the area to local businesses, to prospective new businesses, and for use by the public at large.
 - d. Initiate programs designed to promote the image and identity of the Mesquite area on a local, regional, national, and international level.
 - e. Initiate communications which will increase our community leader's awareness of the economic development programs being implemented.
 - f. Serve as the primary local contact for public and private sector entities in matters relating to economic development

- g. Serve as the primary recommending agency for programs and projects worthy of consideration and financial participation by the City.
 - h. Perform all duties associated with the handling of and working with representatives of prospective companies, but not limited to:
 - 1. Compilation and presentation of current information on land and building availability, population growth, labor availability, wage rates, general economic conditions, etc.
 - 2. Obtaining information and knowledge concerning potential building sites, office space, manufacturing facilities, warehouse availability, prices and rates.
 - 3. Coordinate community tours for prospective businesses by scheduling appointments with related industries, utility companies, architects, contractors, attorneys, developers, real estate brokers, educational representatives, or others required by the prospect.
 - 4. Monitor and, when appropriate, expedite specific project and prospect's progression through various City, County and State departments.
 - i. Initiate other programs and projects that may, from time to time, be necessary and integral parts of an on-going economic development program.
 - j. Maintain a website which online fulfills the goals, objectives and activities of MRB.
4. Progress and performance reports outlining MRB's progress and achievements with regard to its plan of work will be presented semi-annually. The reports may occur at the same meeting as the presentation of the work plan discussed in subsection 3 of this section. The first such report will become due six (6) months from the date MRB becomes operational. The agenda and minutes of the preceding meeting shall be provided in accordance with the City's timetable for materials submission for City Council meetings.

SECTION FOUR
FINANCES AND METHOD OF PAYMENT

- 4. In return for the economic development assistance and service outlined in Section Three of this Agreement, the City agrees to pay MRB for eligible expenses pursuant to subsection 4.3 as identified in the annual MRB budget.
- 4.1 MRB will submit within thirty (30) days of the execution of this Agreement and at least sixty (60) days prior to the next fiscal year, a written line item budget for the assistance and services to be provided, including operations and maintenance of the overall economic development program.
- 4.2 MRB anticipates requesting from the City the following amounts over the term of the Agreement. However, these amounts are subject to possible revision during the City's annual budgeting process for each fiscal year.
 - Jan 2013 - Jun 2013: \$95,000
 - Jul 2013 – Jun 2014: \$190,000
 - Jul 2014 – Jun 2015: \$190,000
 - Jul 2015 – Jun 2016: \$190,000

- Jul 2016 – Jun 2017: \$140,000

- 4.3 Actual payments to MRB by the City will be made on a semi-annual basis, the first of which shall be made concurrently with MRB's annual budget presentation to the City and a voucher signed by an authorized representative of MRB. Subsequent payments will be made on a semi-annual basis when the City is presented (1) a financial statement, in a form satisfactory to the City, detailing income, if any, and expenditures for the previous six months; and (2) a voucher signed by an authorized representative of MRB. In addition, upon request of the City, MRB will supply copies of receipts; copies of canceled checks, and any other pertinent financial information. MRB shall retain receipts and canceled checks that support requests for payments, for a minimum of three (3) years from the date on which each such expense is incurred or check negotiated.
- 4.4 Eligible expenses within the context of the Agreement shall include Personnel and Fringe Benefits, Office and Operating Expenses, Marketing Expenses, and Capital Purchases, as well as any other expenses included in the annual MRB budget which are consistent with the operation and maintenance of the overall economic development program but are not otherwise specifically prohibited in the Agreement. Expenses not covered by this Agreement include, but are not limited to, purchases not allowed under Nevada law or statute, alcoholic beverages, payment of internal MRB employment claims, or claims for breach of contract from prospective businesses. These latter "non-covered" expenses will be paid by MRB from private contributions. The City may approve expenditures in other categories and/or approve additions to the previously approved budget.

SECTION FIVE PROPERTY

5. All finished or unfinished documents, data, surveys, studies, drawings, maps and other documents prepared by MRB are property of MRB.
- 5.1 In the event that MRB dissolves and ceases to conduct business, the intellectual property shall be turned over to another organization performing the same functions. In the event that the City of Mesquite resumes economic development efforts, the intellectual property shall be turned over to the City. In no case shall client confidentiality be breached and the utmost efforts shall be made to protect it.
- 5.2 The City of Mesquite shall transfer the current URL www.MesquiteMeansBusiness.com to MRB. In exchange for the URL, MRB shall maintain a website pursuant to Section 3 of this agreement.

SECTION SIX SOVEREIGN IMMUNITY

6. The City of Mesquite expressly reserves the right to invoke governmental immunity for any claim arising out of this Agreement pursuant to NRS Chapter 41.

SECTION SEVEN AMENDMENTS

7. This Agreement constitutes the full understanding between the parties, and may only be modified by written amendment executed by all parties hereto. The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement.

**SECTION EIGHT
APPLICABLE LAW**

8. This Agreement is executed and intended to be performed in the state of Nevada and laws of Nevada shall govern its interpretation and effect. The parties consent to the exclusive jurisdiction of the Eighth Judicial District Court, State of Nevada, for enforcement of this Agreement.

**SECTION NINE
NONDISCRIMINATION AND COMPLIANCE WITH LAWS**

9. MRB shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Agreement, and it shall assure that no person is discriminated against based on the grounds of age, sex, race, religion, national origin or disability in connection with the performance of this Agreement.

**SECTION TEN
INDEMNIFICATION**

10. MRB shall release, indemnify and hold harmless the City and their officers, agents, employees, successors and assigns from any cause of action, or claims or demands arising out of MRB's performance under this Agreement.

**SECTION ELEVEN
THIRD PARTIES**

11. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries, property damage, or contract damages, pursuant to the terms or provisions of this Agreement.

**SECTION TWELVE
IMPLEMENTATION**

12. The Mesquite City Council hereby designates the City Manager or his designee as the primary contact with MRB and hereby grants and delegates authority to carry out this Agreement.

SECTION THIRTEEN
INDEPENDENT CONTRACTOR

13. MRB shall function as an independent contractor for the purposes of this Agreement. MRB shall assume sole responsibility for any debts or liabilities that may be incurred by MRB. Nothing in this Agreement shall be interpreted as authorizing MRB or its agents or employees to act as an agent or representative of or on behalf of the City or to incur any obligation of any kind on behalf of the City.

SECTION FOURTEEN
SEVERABILITY

14. If any term of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

SECTION FIFTEEN
NOTICE

15. All notices and subsequent correspondence pertaining to this agreement shall be mailed first class to the following:

CITY: City of Mesquite
10 East Mesquite Boulevard
Mesquite, Nevada, 89027
Attention: City Manager

MRB: Mesquite Regional Business, Inc.
525 Commerce Circle
Mesquite, NV 89027

SECTION SIXTEEN
WAIVER

16. Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

SECTION SEVENTEEN
DUPLICATE COPIES

17. This Agreement has been prepared with duplicate originals so that each party may have an original.

SECTION EIGHTEEN
ENTIRE AGREEMENT

18. This Agreement contains the entire agreement between the Parties. All promises, representations, understandings, warranties, inducements and agreements with respect to the matters described in this Agreement have been expressed herein. This Agreement may not be amended, altered, supplemented, modified or otherwise changed unless in writing, signed by both Parties hereto, which expressly states that it is an amendment, supplement or modification to this Agreement.

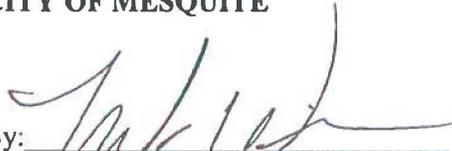
[The remainder of this page is intentionally left blank]

SECTION NINETEEN
SIGNATURES

19. IN WITNESS THEREOF, the parties to this Agreement, through their duly authorized representatives, have executed this Agreement on the days and dates set out below and certify that they have read, understood and agreed to the terms and conditions of this Agreement.

CITY OF MESQUITE

MESQUITE REGIONAL BUSINESS, INC.

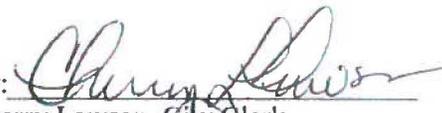
By: 
Mark Wier, Mayor

By: 
George Gault, Chair of the Board

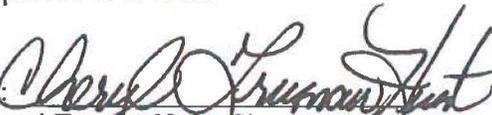
Dated: 10-30-12

Dated: 10/31/12

ATTEST:

By: 
Cherry Lawson, City Clerk

Approved as to form:

By: 
Cheryl Truman Hunt, City Attorney

Date: 10/30/12

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IN THE STATE OF NEVADA
OFFICE OF THE ATTORNEY GENERAL

In the Matter of: **Attorney General File No. 13-021**
OMLO No. 2013-_____
Mesquite Regional Business, Inc. _____/

BACKGROUND

This Open Meeting Law (OML) Complaint alleges that the Board of Directors for Mesquite Regional Business, Inc. (MRBI), a non-profit corporation holding 501(c)(6) status under Internal Revenue Code, has not complied with the OML. On October 23, 2012, MRBI contracted with the City of Mesquite (City) to provide professional economic development services. It is alleged the Board of Directors of MRBI does not post a public meeting notice and agenda in conformance with the OML. The issue is whether MRBI is a public body.

FACTS

The Mesquite City Council's (Council) consideration of privatization of economic development began in December 2011. At that time, the City employed a Director of Economic Development to guide the City's economic development, but when the position of the Director of Economic Development became vacant in 2011, the City Council considered privatizing its economic development office.¹ During its December 13, 2011 public meeting, the Council approved the creation of a technical steering committee to review privatization of the City's office. A private group of five citizens was appointed by the City Council from a list provided by city staff.

In late February 2012, the Technical Steering Committee (Committee) was informally organized. The Committee's function was to recommend future structure of economic

¹ Mesquite City Council's December 13, 2011 agenda item #15: "Discussion and possible action of privatizing the [City's] Economic Development Department" presented by Mesquite interim city manager Kurt Sawyer.

1 development, recommend funding sources, and develop a mission statement. Keeping
2 economic development within the City government was one of the ideas to be considered. All
3 meetings of the Committee were public and noticed under the OML.

4 In June of 2012, the Committee recommended that the economic development
5 structure be organized as a public/private partnership and that funding sources be both public
6 and private. It was recommended that the new organizational structure should be a private
7 IRC 501(c)(6) nonprofit corporation. Following the presentation by the Committee, the Council
8 approved a motion to receive the report from the Committee, and to provide possible direction
9 to the Committee regarding implementation of its recommendations by moving forward in
10 selection of a board of directors, and application for 501(c)(6) status. Upon approval of this
11 motion the Committee was dissolved as a subcommittee of the Council. After approval of the
12 motion to dissolve the Committee, Councilman Kraig Hafen asked the Committee who would
13 carry forward the duties once the Committee was dissolved. Mr. George Gault, a Committee
14 member, said that the former Committee members would move forward as a private group.
15 Exhibit 1, Council Minutes, June 12, 2012, p.15.

16 Mesquite Regional Business Inc. (MRBI) was incorporated following the Council's June
17 12th meeting as a nonprofit corporation under the Internal Revenue Code 501(c)(6). After the
18 incorporation, MRBI drafted a proposed agreement in which MRBI would contract with the City
19 of Mesquite as an independent contractor for the purpose of assisting and attracting regional
20 economic development. Exhibit 2, the Agreement.

21 The agreement was approved during the Council's public meeting on October 23,
22 2012, but not until the Council engaged in a lengthy discussion of the pros and cons of the
23 proposed agreement including the subject of loss of control based on the new corporate
24 structure because economic development would no longer be a government function.

25 Councilman Geno Withelder questioned the interim Director for Development and
26 Redevelopment, Aaron Baker, regarding loss of a government organization. Councilman
27 Withelder said, "Just because it would not be a city organization and it would be more of a
28 quasi-private organization we would not have the fundamental right to control it as a

1 government entity." Mr. Baker responded saying that MRBI is a private organization, but that
2 the City can control it through financing. Exhibit 3, Council Minutes, October 23, 2012, p. 37.

3 The terms of the agreement require the City of Mesquite to underwrite and fund MRBI
4 as a startup nonprofit corporation. The City is paying for MRBI operations costs (including
5 personnel and office space) and other eligible expenses that are defined in the agreement.
6 The parties described the agreement's purpose as a public/private partnership meant to
7 "reenergize regional economic development." The agreement also provides that MRBI will
8 serve as the primary local contact for public and private sector entities in economic
9 development matters and it will serve as the primary recommending agency to the City for
10 programs and projects worthy of consideration and financial participation. MRBI will advise
11 the Council about projects that the City may wish to participate in financially.

12 The Agreement indicates that public dollars are being committed based on "expected
13 deliverables" or activities, not performance.² In response to a question from Councilman Allan
14 "Al" Litman, Mr. Baker explained that "expected deliverables" meant assisting startup
15 businesses and existing businesses, and providing business leads. MRBI will identify
16 qualified business prospects, make site visits, and assist with relocation of businesses
17 recruited to the area. Other MRBI activities, to be reported to the City Council on a semi-
18 annual basis, include financing assistance through location of grants assisting businesses with
19 research projects, import/export issues soliciting foreign direct investment and assisting
20 businesses with rural development agency referrals and redevelopment.

21 Interim Director Aaron Baker told the Council that MRBI's activities or expected
22 deliverables are standards, which are the same reporting standards utilized by the Las Vegas
23 Regional Economic Development Council, and the same presently used by City of Mesquite.

24
25 ² Councilman Allan "Al" Litman questioned Director Aaron Baker's description of the proposed
26 agreement as "performance based." He elaborated by rejecting Mr. Baker's characterization of the proposed
27 agreement based on the definition, from federal sources (which he read into the record), of the term
28 "performance based." He concluded by stating that the proposed agreement was not performance based,
instead it was solely based on "expected deliverables," a term that describes activities, not output quality or
outcomes. Interim Director for Development and Redevelopment Aaron Baker quickly agreed and apologized for
incorrectly using the term "performance based." He stated that there are "expected deliverables" which will be
reported to the Council on a semi-annual basis. Minutes of Mesquite City Council meeting, October 23, 2012,
p. 34.

1 Mr. Baker explained to the Council that MRBI's goal was to recruit "value added" businesses
2 to City of Mesquite which means "businesses that bring in outside money that can then go
3 back into the region."

4 Discussion of the cost of privatizing of economic development efforts revealed that the
5 City had historically spent an average of \$245,000 annually through its economic development
6 office, whereas the agreement with MRBI proposed an average of \$160,000 annually for the
7 same standards based work currently utilized by the City. The Council approved a motion to
8 enter into the agreement with MRBI and directed the City Manager to work with MRBI to
9 implement it. Exhibit 3, Council Minutes, October 23, 2012, p.40.

10 The Agreement requires MRBI to assume sole responsibility for any debts or liabilities it
11 incurred. The agreement does not authorize MRBI to act as its agent or representative, or to
12 incur any obligation on behalf of the City, but the agreement does require that MRBI act as the
13 City's primary recommending agency for programs or projects worthy of consideration and
14 financial participation. In return for economic development assistance, the City agreed to
15 provide \$190,000 per year for 4 years and \$140,000 during the final year subject to the City's
16 annual budgeting process and appropriation of funds by the Council. It was expected that
17 private funds would supplant the City's support over time. The agreement expires in 2017.
18 The agreement could be terminated with one-year notice to the other party. The City could
19 alter MRBI's annual appropriation during its annual budgeting process.

20 MRBI physical property would remain with MRBI should it dissolve, but its intellectual
21 property would go back to the City. MRBI agreed to indemnify the City for all causes of action
22 or claims arising out of MRBI's performance of the agreement.

23 Prior to July 1st of each year, MRBI must provide to the City a work plan identifying its
24 goals, objectives, and activities that it expects to accomplish during the contract period.
25 Progress and performance reports are to be presented to the City Council semi-annually.
26 MRBI's first progress report and work plan was presented to the Mesquite City Council on
27 June 11, 2013.

28 ///

1 In its response to the complaint, MRBI asserts that because it is a nonprofit private
2 corporation MRBI is not a public body and therefore should not be subject to the Open
3 Meeting laws.³

4 **ISSUE**

5 Whether MRBI is not subject to the OML because it is a nonprofit corporation, or
6 whether considering the totality of factors it is the functional equivalent of a public agency that
7 is subject to the Open Meeting Law?

8 **DISCUSSION**

9 For more than ten years prior to 2012, regional economic development had been
10 pursued by the City of Mesquite in its own Office of Economic Development and
11 Redevelopment. In 2011, City of Mesquite decided to consider privatizing regional economic
12 development. In 2012, it entered into an agreement with newly formed MRBI, a nonprofit
13 corporation, to provide regional economic development assistance and services.

14 MRBI is a private nonstock nonprofit corporation, but it performs essentially the same
15 activities that the City of Mesquite formerly did when economic development was within city
16 government, and city employees directed the activities. MRBI's argument that it is not subject
17 to the OML solely because it is a private non-profit corporation is a formalistic interpretation of
18 the OML. However, other factors must be considered before determining whether public
19 access and public disclosure laws apply to MRBI.

20 ///

21 ///

22 ///

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24 _____

25
26 ³ The minutes of the City of Mesquite's public meeting on September 24, 2013, reflect that Dave
27 Ballweg, an MRBI Board member said that MRBI was a private company formed with his own money. Ballweg
28 said, "We [MRBI] are a private company, we are not public. We have no requirement to publish. We are not
traded. We are funded. We have other funding. This [City of Mesquite] isn't the only funding. We have a
\$50,000 grant for operations from USDA that has allowed us to have a revolving fund for business growth in this
town"

1 **A. What is a Public Body and what is the Attorney General's test for**
2 **determining whether an entity is a public body?**

3 Nevada's statutory definition of "public body" is an administrative, advisory, executive,
4 or legislative body of the state or a local government.⁴ This office has interpreted the
5 statutory definition to mean it must be a collegial body that: (1) owes its existence to and has
6 **some relationship** with a state or local government; (2) be organized to act in an
7 administrative, advisory, executive or legislative capacity; and (3) performs a governmental
8 function. A public body must also expend or disburse, or be supported in whole or in part by,
9 tax revenue, or advise or make recommendations to any entity which expends or disburses, or
10 is supported in whole or in part by, tax revenue. OMLO 99-05 (January 12, 1999).

11 This opinion seeks to clarify this office's longstanding interpretation of the definition of
12 public body and the phrase "...owe[s] its existence to and have some relationship with a state
13 or local government." OMLO 99-05. This opinion seeks to clarify what is meant by this

14 _____
15 ⁴ NRS 241.015(4):

16 Except as otherwise provided in NRS 241.016, "public body" means:

17 (a) Any administrative, advisory, executive or legislative body of the State or a local government consisting
18 of at least two persons which expends or disburses or is supported in whole or in part by tax revenue or which
19 advises or makes recommendations to any entity which expends or disburses or is supported in whole or in part
20 by tax revenue, including, but not limited to, any board, commission, committee, subcommittee or other
21 subsidiary thereof and includes an educational foundation as defined in subsection 3 of NRS 388.750 and a
22 university foundation as defined in subsection 3 of NRS 396.405, if the administrative, advisory, executive or
23 legislative body is created by:

24 (1) The Constitution of this State;

25 (2) Any statute of this State;

26 (3) A city charter and any city ordinance which has been filed or recorded as required by the applicable
27 law;

28 (4) The Nevada Administrative Code;

 (5) A resolution or other formal designation by such a body created by a statute of this State or an
 ordinance of a local government;

 (6) An executive order issued by the Governor; or

 (7) A resolution or an action by the governing body of a political subdivision of this State;

 (b) Any board, commission or committee consisting of at least two persons appointed by:

 (1) The Governor or a public officer who is under the direction of the Governor, if the board, commission
 or committee has at least two members who are not employees of the Executive Department of the State
 Government;

 (2) An entity in the Executive Department of the State Government consisting of members appointed by
 the Governor, if the board, commission or committee otherwise meets the definition of a public body pursuant to
 this subsection; or

 (3) A public officer who is under the direction of an agency or other entity in the Executive Department of
 the State Government consisting of members appointed by the Governor, if the board, commission or committee
 has at least two members who are not employed by the public officer or entity; and

 (c) A limited-purpose association that is created for a rural agricultural residential common-interest
 community as defined in subsection 6 of NRS 116.1201.

1 phrase and especially the meaning of "some relationship" within that phrase. The issue is the
2 "public's fundamental right to scrutinize the performance of public services and the
3 expenditure of public funds which must not be subverted by government or by private entity
4 merely because the public duties have been delegated to a private contractor."
5 OMLO 2003-01, April 17, 2003, quoting *Memphis Publishing Co. v. Cherokee Children &*
6 *Family Services*, 87 S.W.3d 67, 78-79 (Tenn. 2002).

7 We believe that the solution developed and in current use by other jurisdictions – the
8 functional equivalency test – is the superior means for determining whether a corporate entity
9 is subject to public access laws. This test ensures that the public's right to scrutinize the
10 expenditure of public funds and the performance of public duties is not subverted. It is the
11 totality of factors in each context that should determine whether a corporate entity is the
12 functional equivalent of a public agency subject to the Open Meeting Law.⁵

13 **B. City of Mesquite created MRBI**

14 In 2011, the Nevada Legislature amended the OML definition of public body. As a
15 result a public body must be created by one of seven methods pursuant to
16 NRS 241.015(4)(a)(1-7), it must have been created by the Governor, or a public entity, or
17 public officer under the Governor's direction. NRS 241.015(4)(b). NRS 241.015(4)(a)(7) allows
18 the governing body of a political subdivision of this State to create a public body by "[a]
19 resolution or an action by the governing body of a political subdivision of this State." The
20 Council took action within the meaning of NRS 241.015(a)(7) when it approved a motion that
21 directed the City Manager to provide possible direction to the Committee regarding
22 implementation of its recommendations by moving forward in selection of a board of directors,
23 and application for 501(c)(6) status. We believe that even though no Council resolution was
24 used to create MRBI, Council's direction to the City Manager on October 23, 2012 to
25 implement the Committee's recommendation was more than sufficient to constitute action by
26 the Council.

27 _____
28 ⁵ Washington, Op. Atty. Gen., 1991 No. 5 (The Washington Attorney General adopted the functional
equivalency test to determine whether a particular organization constitutes an "agency" for purposes of Open
Public Meetings Act and the public records provisions of Washington's Public Disclosure Act.)

1 **C. Nonprofit can be the functional equivalent of public agency**

2 The definition of "public body" does not specifically address whether private nonprofit
3 corporations are exempt or included, but we believe that in the appropriate context, and based
4 on the totality of factors, a meeting of the Board of Directors of a nonprofit corporation may
5 constitute an administrative, executive or advisory body of state or local government if the
6 other statutory criteria is met.⁶

7 Formalistic dependence on private corporate structure as an exemption from public
8 access laws has been rejected by federal and state courts. *News Journal Corporation v.*
9 *Memorial Hospital-West Volusia, Inc.*, 695 So.2d 418 (Fla. Dist. Ct. App. 1997) (based on
10 totality of factors, private non-profit corporation acting on behalf of governmental entity was
11 subject to sunshine law); *Board of Trustees of Woodstock Academy v. Freedom of Information*
12 *Commission*, 436 A.2d 266, 270 (Conn. 1980) (Court rejected formalistic argument resting on
13 nominal status as private non-stock corporation as exemption from public access laws).

14 The Supreme Court of Connecticut expressed practical reasons for examining each
15 case in light of its context. The Court, quoting federal authority, said:

16 '[A]ny general definition [of any agency] can be of only limited
17 utility to a court confronted with one of the myriad organizational
18 arrangements for getting the business of the government done....
19 The unavoidable fact is that each new arrangement must be
20 examined anew and in its own context.' *Washington Research*
Project, Inc. v. Dept. of Health, Education & Welfare, [(504 F.2d
238, 245-46 (D.C.Cir. 1974), cert. denied 421 U.S. 963, 95 S.Ct.
1951, 44 L.Ed.2d 450 (1975).].

21 *Woodstock Academy*, 436 A.2d at 270.⁷

22 ⁶ The absence of specific reference to a corporation in the definition of public body does not necessarily
23 mean that it cannot be subject to the law. Op.Atty.Gen.2003-01 (April 1, 2003) citing OMLO 2001-17, (April 12,
24 2001) (corporate instrumentalities charged with performing public functions and exercising decision making
25 authority bring the corporation within the ambit of the OML); See Op.Tenn.Atty.Gen. 03-063 (May 14, 2003)
(meetings of nonprofit corporation. are subject to OML where nonprofit was created pursuant to some action by
the County Commission and the corporation members are authorized to make decisions or recommendations on
policy or administration affecting public business).

26 ⁷ Nevada's earliest version of the OML, enacted in 1960, applied the OML to "all meetings of public
27 'agencies,' commissions, bureaus, departments, public corporations, municipal corporations and quasi-municipal
28 corporations and political subdivisions." In 1977 the Legislature amended NRS chapter 241 deleting the
definitional list to which the OML applied. "[A]gencies", commissions, bureaus, departments, public
corporations, municipal corporations and quasi-municipal corporations and political subdivisions" was deleted
from statutory definition. In place of the list the Legislature substituted "bodies," apparently to enlarge the scope
of application of the statute. The legislative history of AB 437 (1977) does not explain why the former list was

1 The definition of "agency" depends on the context in which it is used. For example, the
2 en banc Supreme Court of Washington determined that the meaning of "agency" is dependent
3 on the context of its use. *Graham v. Washington State Bar Association*, 86 Wash.2d 624, 548
4 P.2d 310 (Wash.1976). Nevada statutes also define "agency" based on the context.
5 NRS 233B.010 (definition of "agency" is limited to application to NRS 233B)⁸. And,
6 California's Open Meeting Law, *The Ralph M. Brown Act*, includes within the ambit of its Open
7 meeting law, a city, whether general law or chartered, or any "agency" thereof, or other local
8 public agency. California Gov. Code, §54950 et seq.⁹

9 **D. Private nonprofits are subject to public access and public disclosure laws**

10 Whether private entities are subject to state public access and disclosure laws is an
11 issue that courts have considered and continue to face because privatization of governmental
12 functions is a feature of modern government. These decisions are based on the totality of
13 factors and the individual context. No one factor is determinative, which is why a formalistic
14 argument asserting that the OML is not applicable solely because of an entity's nonprofit
15 corporate status is not dispositive. The City of Mesquite government had an Office of
16 Economic Development for more than ten years; as a result it has become a function of local
17 government. See *infra*. n. 15.

18 "Public agency" is not defined in the public records statutes, but "governmental entity"
19 is defined and it includes an agency of a political subdivision of this State.¹⁰ The Legislature's

20 deleted and simplified as "public bodies." Nevertheless, it is clear that "public body" still encompasses meetings
21 of a public agency.

22 ⁸ **NRS 232B.010 "Agency" defined.** As used in NRS 232B.010 to 232B.100, inclusive, unless the
23 context otherwise requires, "agency" means any public agency which the Legislature has designated to be the
subject of a review by the Legislative Commission.
(Added to NRS by 1979, 1838; A 2011, 2996)

24 ⁹ West's Ann.Cal.Gov.Code § 54951. The Brown Act defines "local agency" as a county, city, whether
25 general law or chartered, city and county, town, school district, municipal corporation, district, political
subdivision, or any board, commission or agency thereof, or other local public agency.

26 ¹⁰ **NRS 239.005 Definitions.**

- 27 5. "Governmental entity" means:
28 (a) An elected or appointed officer of this State or of a political subdivision of this State;
(b) An institution, board, commission, bureau, council, department, division, authority or other unit of
government of this State, including, without limitation, an agency of the Executive Department, or of a political
subdivision of this State;
(c) A university foundation, as defined in NRS 396.405; or

1 findings and declaration which preface the Public Records Chapter clearly indicate intent that
2 records of public/private entities cannot be shielded from public scrutiny. NRS 239.001(4).¹¹

3 The Legislature stated in NRS Chapter 239 that public records law must be liberally
4 construed and any exemption be narrowly construed. This legislative statement is similar to
5 the Nevada Supreme Court's view in *Dewey v. Redevelopment Agency of the City of Reno*,
6 119 Nev. 87, 94, 64 P.3d 1070, 1075 (2003), that the Open Meeting Law be liberally
7 construed and broadly interpreted.

8 The Open Meeting Law also does not define "public agency." But, NRS 239.005(6)
9 and NRS 239.0103¹² provide recent evidence of Legislative intent that the public may access
10 public records regardless of whether the entity holding the records is a private nonprofit
11 corporation. The Open Meeting Law and Public Records Law may be construed *in pari*
12 *materia* because both serve the same purpose of maintaining a record of the proceedings of
13 public bodies and making those proceedings available to the public. *State ex rel. American*
14 *Civil Liberties Union of Ohio, Inc. v. Cuyahoga County Board of Commissioners*, 128 Ohio
15 St.3d 256, 264, 943 N.E.2d 553, 562 (Ohio, 2011). Although the Nevada Supreme Court has

16 (d) An educational foundation, as defined in NRS 388.750, to the extent that the foundation is dedicated to the
17 assistance of public schools.

18 6. "Privatization contract" means a contract executed by or on behalf of a governmental entity which
19 authorizes a private entity to provide public services that are:

- 20 (a) Substantially similar to the services provided by the public employees of the governmental entity; and
21 (b) In lieu of the services otherwise authorized or required to be provided by the governmental entity.

22 ¹¹ **NRS 239.001 Legislative findings and declaration.** The Legislature hereby finds and declares
23 that:

- 24 1. The purpose of this chapter is to foster democratic principles by providing members of the public with
25 access to inspect and copy public books and records to the extent permitted by law;
26 2. The provisions of this chapter must be construed liberally to carry out this important purpose;
27 3. Any exemption, exception or balancing of interests which limits or restricts access to public books and
28 records by members of the public must be construed narrowly; and
29 4. The use of private entities in the provision of public services must not deprive members of the public
access to inspect and copy books and records relating to the provision of those services.

(Added to NRS by 2007, 2061; A 2011, 2723)

¹² **NRS 239.005(6).** "Privatization contract" means a contract executed by or on behalf of a
governmental entity which authorizes a private entity to provide public services that are: (a) Substantially similar
to the services provided by the public employees of the governmental entity; and (b) In lieu of the services
otherwise authorized or required to be provided by the governmental entity.

NRS 239.0103 Privatization contracts open to inspection. Any privatization contract executed by
or on behalf of a governmental entity is a public record and must be open to public inspection during the regular
business hours of the governmental entity.

(Added to NRS by 2011, 2723)

1 not construed the Public Records Act and the Open Meeting Law to be *in pari materia*, it has
2 defined the context in which such use is appropriate. This is appropriate statutory
3 construction when statutes involve the same class of persons or things, or seek to accomplish
4 the same purpose or object.¹³ When construed *in pari materia* the requirement of open and
5 public meetings has the same purpose as the public records law – public access. In our view,
6 based upon this authority, a non-profit corporation may be subject to both the OML and the
7 State's Public Records Law if the totality of factors indicates it is the functional equivalent of a
8 public agency.

9 **E. Totality of Factors test determines whether a private nonprofit is subject to**
10 **public access and public disclosure laws**

11 The totality of factors test is widely followed by courts in other jurisdictions. The
12 Connecticut Supreme Court, in a decision widely followed by other jurisdictions, adopted a
13 four-factor test culled from federal case law to determine whether an entity is the functional
14 equivalent of a public body. The factors are: (1) whether the entity performs a governmental
15 function; (2) the level of government funding; (3) the extent of government involvement or
16 regulation; and (4) whether the entity was created by government. *Woodstock Academy*,
17 436 A.2d at 270-271. The *Woodstock* Court considered each factor, balancing the factors by
18 giving appropriate weight to each one based on the context, a procedure followed by most
19 states that have adopted the functional equivalency test. See *Domestic Violence Services. v.*
20 *Freedom of Info. Commission*, 704 A.2d 827, 834 (Conn. 1998).

21 We believe the dispositive issue to resolve this complaint is whether, after considering
22 the totality of factors, MRBI is the "functional equivalent of a public agency" (or public body)
23 despite its corporate structure. This test more accurately accesses the factors that determine
24 to what degree the nonprofit has a connection with state or local government. Resting the
25 decision on whether the nonprofit has "some connection" with state or local government needs
26 further clarification.

27 _____
28 ¹³ *State, Div. of Ins. v. State Farm Mut. Auto. Ins. Co.*, 116 Nev. 290, 294, 995 P.2d 482, 485 (2000)
("Statutes are said to be '*in pari materia*' when they involve the same classes of persons or things or seek to
accomplish the same purpose or object.").

1 We have not found a reported decision in Nevada that decided whether a private
2 nonprofit corporation is the functional equivalent of a public agency so that the State's public
3 access laws apply.

4 In 1999, this Office opined that the Economic Development Authority of Western
5 Nevada (EDAWN), a non-profit corporation, was not subject to the OML. See OMLO 99-05
6 (January 12, 1999). In that Opinion, this Office found that the receipt of money from a public
7 body does not by itself transform a private corporation into a public body. The Opinion states
8 that to hold otherwise would mean that every charity that receives grants, every government
9 contractor that receives payment for services or products, and every trade group or common
10 interest organization to which a government body belongs, would automatically become a
11 public body under the OML.

12 EDAWN was organized as a private non-profit corporation; its organizers were seven
13 private citizens. The Opinion did not find evidence that EDAWN was created by the order of
14 or otherwise owed its existence to any state or local government public body, and there was
15 no evidence that EDAWN was organized to act in an administrative, advisory, executive, or
16 legislative capacity. Therefore, this Office's Opinion was that EDAWN was not subject to the
17 OML.¹⁴

18 We did find decisions from other jurisdictions and a Nevada Attorney General's Opinion
19 that have applied a totality of factors test, to determine whether a private non-profit
20 corporation is subject to public access laws. See OMLO 2003-01 (April 17, 2003) (applying
21 functional equivalent test to public records law); *News and Sun-Sentinel Co. v. Schwab, Twitty*
22 *& Hanser Architectural Gr., Inc.*, 596 So.2d 1029 (Fla.1992) (the term "agency" was defined
23 broadly to include any private entity acting on behalf of any public agency); *State of New*
24 *Mexico v. City of Truth or Consequences*, 287 P.3d 364, 370 (N.M. Ct. App. 2012) (totality of
25 factors test used to determine when private entity is subject to public disclosure laws);
26

27 ¹⁴ The EDAWN opinion was issued years before the 2011 Legislative amendment to NRS Chapter 241
28 that made the manner of creation of the entity of equal importance to the definition of public body used in the
EDAWN opinion.

1 *Memorial Hospital-West Volusia*, 695 So.2d at 421 (high level of public funding was an
2 important factor that convinced the court that the entity, a hospital lessee, was subject to
3 public disclosure laws); *Raton Public Service Co. v. Hobbes*, 417 P.2d 32, 35 (N.M.1966)
4 (corporate instrumentalities for accomplishing public ends, whether governmental or
5 proprietary, must be considered governmental agencies); and *Telford v. Thurston County*
6 *Board of Commissioners*, 974 P.2d 886, 893-894 (Wash App. 1999) (four factor balancing test
7 applies in determining whether entity is a public agency).

8 This office opined in OMLO 2003-01 (April 13, 2003) that the best way to determine if a
9 nonprofit was the functional equivalent of a public agency was to apply a totality of factors
10 test. Our opinion cited the Tennessee Supreme Court's adoption of a multiple part test for
11 public records access. *Memphis Publishing Co. v. Cherokee Children & Family Services*, 87
12 S.W.3d 67 (Tenn. 2002). The Tennessee Court explained why a multiple part totality of
13 factors test was necessary to ensure transparency.

14 Our review of authority from other jurisdictions persuades us that
15 the functional equivalency approach described above provides a
16 superior means for applying public records laws to private entities
17 which perform "contracted out" governmental services. As the facts
18 of these cases demonstrate, private entities that perform public
19 services on behalf of a government often do so as independent
20 contractors. Nonetheless, the public's fundamental right to
21 scrutinize the performance of public services and the expenditure
22 of public funds should not be subverted by government or by
23 private entity merely because public duties have been delegated to
24 an independent contractor. When a private entity's relationship
25 with the government is so extensive that the entity serves as the
26 functional equivalent of a governmental agency, the accountability
27 created by public oversight should be preserved.

28 *Id.* at 78-79.

Therefore, the totality of factors test is used to determine just how extensive the
Council's relationship with MRBI is, and whether the State's Open Meeting Law applies to
its meetings.

Federal Courts have held that the key to determining whether a corporate nonprofit is a
government agency or merely a contractor with the government is whether the government is
really involved in the core planning or execution of the program, or whether by contrast the

1 entity retains its private character in bona fide fashion. *Forsham v. Califano*, 587 F.2d 1128,
2 1138-1139 and n.19, (D.C.Cir. 1978), aff'd, 445 U.S. 169, (1980); *Domestic Violence Services*
3 *of Greater New Haven v. FOIC*, 704 A.2d 827, 832 (Conn. App. Ct. 1988). We think that
4 MRBI has not retained its bona fide private character because the City of Mesquite was
5 instrumental in the execution of the nonprofit and is almost entirely responsible for its funding.
6 In our view, these facts represent an extensive involvement with MRBI.

7 The action taken by Mesquite City Council on October 23, 2012, which approved the
8 independent contractor agreement with MRBI and gave explicit direction to the City Manager
9 to move to implement the Committee's recommendation to privatize regional economic
10 development in a corporate structure, removing it from city government structure, indicated
11 that the Council created a public body within the meaning of NRS 241.015(4)(7). Liberally
12 construing and broadly interpreting the action, giving due consideration to NRS 241.015(4)(7)
13 as the Nevada Supreme Court requires, the Council's action on October 23, 2013, created a
14 public body.

15 MRBI performs a governmental function¹⁵ and it serves an advisory role to the Council.
16 Section Three of the Agreement between the City of Mesquite and MRBI describes the
17 services to be provided under the agreement. MRBI will serve as the primary local contact for
18 public and private sector entities in economic development matters and it will serve as the
19 primary recommending agency for programs and projects worthy of consideration and
20 financial participation by the City.

21 MRBI's Board of Directors are local business leaders, some of whom may have served
22 on the Committee that recommended MRBI's private corporate structure. The City of
23 Mesquite did not seek privatization proposals from the private sector. MRBI did not exist until
24 the Council decided to accept the recommendation of the Technical Steering Committee to
25

26
27 ¹⁵ Economic development and redevelopment had been carried on within city government until it was
28 decided to privatize them. See also *Domestic Violence Services of Greater New Haven, Inc. v. Freedom of*
Information Commission et al., 704 A.2d 827, 832 (Conn. App.Ct.1998) (where government provided services to
victims of domestic violence, a recent phenomenon with no historical antecedent, it constituted evolution into a
government function).

1 privatize efforts to create regional economic development. We learned during our investigation
2 that the Council did not seek requests for proposals from the private sector, because it wanted
3 local business leaders to be responsible for regional economic development. The Committee
4 submitted its recommendation to the Council and the Council voted to approve it. Not until
5 then did Dave Ballweg, a member of the Committee, incorporate MRBI with his own money.

6 CONCLUSION

7 The Open Meeting Law is broadly interpreted by the Nevada Supreme Court so that
8 citizens are not deprived of the opportunity to witness their government in action.
9 Our Supreme Court in *Dewey v. The Redevelopment Agency of the City of Reno*,
10 119 Nev. 87, 94, 64 P.3d 1070, 1075 (2003), citing an Attorney General's Opinion, said that "a
11 statute promulgated for the public benefit such as a public meeting law, should be liberally
12 construed and broadly interpreted to promote openness in government."¹⁶

13 Determination of whether MRBI is a public body or a pure corporate body not subject to
14 the OML, is made more difficult because of commingling of both public and private
15 characteristics. The totality of factors test is the best method to determine if public access
16 laws like the Open Meeting Law should apply.

17 MRBI is a non-profit corporation, but after balancing the totality of factors we believe
18 MRBI is the functional equivalent of a public agency. MRBI performs an advisory function to
19 the Mesquite Council because it is the primary recommending agency for programs and
20 projects worthy of consideration and financial participation by the City. It performs a
21 governmental function previously carried out within city government by city employees. It was
22 created by the action of the City of Mesquite's Council on October 23, 2012 when the Council
23 approved an agreement that removed economic development from city government and
24 directed the City Manager to implement the Committee's recommendation that a nonprofit
25 corporation be formed to pursue regional economic development. MRBI's Board of Directors
26 must annually submit MRBI's budget and business plan to the City Council. Council reserved
27

28 ¹⁶ Op. Nev. Att'y Gen. No. 85-19 (Dec. 17, 1985)

1 a contractual right to revise appropriated funding dollars. The Council's power to alter each
2 year's financial appropriation, without any restriction, is strong evidence of Council's extensive
3 control and relationship with MRBI. Furthermore, Council's level of funding for MRBI is almost
4 total, which is used to support MRBI's operating costs.

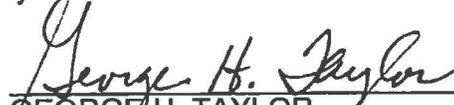
5 The totality of factors test is necessary to unravel MRBI's commingling of public and
6 private characteristics. The right of the public to analyze the expenditure of public funds and
7 to protect public's right to scrutinize the manner in which MRBI conducts public business is at
8 stake.

9 MRBI is subject to the Open Meeting Law.

10 DATE this 13th day of February 2014.

11 Sincerely,

12 CATHERINE CORTEZ MASTO
13 Attorney General

14 By: 
15 GEORGE H. TAYLOR
16 Senior Deputy Attorney General
17 Open Meeting Law
18 Tele: (775) 684-1230

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CERTIFICATE OF SERVICE

I certify that I am an employee of the Office of the Attorney General, State of Nevada, and that on this 13th day of February 2014, I deposited for mailing at Carson City, Nevada, a true and correct copy of the foregoing Open Meeting Law Opinion, Attorney General File No. 13-021, via United States Mail addressed as follows:

George Gault, Chairman
Mesquite Regional Business, Inc.
11 West Pioneer Boulevard, Suite A
Mesquite, Nevada 89027

Roger Ingbretsen, Vice Chairman
Mesquite Regional Business, Inc.
11 West Pioneer Boulevard, Suite A
Mesquite, Nevada 89027

Dan Wright, Board Member
Mesquite Regional Business, Inc.
11 West Pioneer Boulevard, Suite A
Mesquite, Nevada 89027

GAYE Stockman, President & CEO
Mesquite Regional Business, Inc.
11 West Pioneer Boulevard, Suite A
Mesquite, Nevada 89027

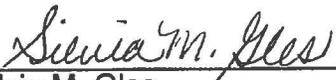
Dave Ballweg, Secretary/Treasurer
Mesquite Regional Business, Inc.
11 West Pioneer Boulevard, Suite A
Mesquite, Nevada 89027

Ken Cook, Board Member
Mesquite Regional Business, Inc.
11 West Pioneer Boulevard, Suite A
Mesquite, Nevada 89027

John M. Williams
980 Crestview Drive
Mesquite, Nevada 89027

CHERYL T. HUNT, City Attorney
City of Mesquite City Attorney's Office
10 East Mesquite Blvd
Mesquite, Nevada 89027

JEDEDIAH BO BINGHAM, ESQ.
Bingham, Snow, Caldwell, LLP
840 Pinnacle Court, Suite 202
Mesquite, Nevada 89027



Silvia M. Gles
Legal Secretary
Office of the Attorney General
Bureau of Government Affairs



STATE OF NEVADA
OFFICE OF THE ATTORNEY GENERAL

100 North Carson Street
Carson City, Nevada 89701-4717

CATHERINE CORTEZ MASTO
Attorney General

KEITH G. MUNRO
Assistant Attorney General

GREGORY M. SMITH
Chief of Staff

March 11, 2014

Via First Class Mail

Barbara J. Ellestad
1431 Pinehurst Drive
Mesquite, Nevada 89027

Dear Ms. Ellestad:

I am responding to your open letter to the Attorney General posted on February 19, 2014. Your letter indicates you don't understand how our recent opinion (OMLO 14-001) determined that the Mesquite Regional Business Corporation (MRBI), an IRS Code 501(C)(6) corporation, is subject to the OML. You've asked if we can explain whether two other economic development services, LVGEA and NNDA, which are also IRS Code 501(C)(6) corporations, are also subject to the OML.¹

In Open Meeting Law Opinion 14-001, we determined that MRBI was the "functional equivalent of a public agency" and thus subject to public access laws and the Open Meeting Law. Our conclusion rested on a clarification of the test this office has

¹ Your inquiry asks about this office's application of the Open Meeting Law in the wake of two recent Open Meeting Law opinions: In the matter of *Mesquite Regional Business Inc.*, OMLO 14-001 (February 12, 2014); and Letter Opinion, A.G. File No. 12-035, Overton Power District No. 5 (OPD No. 5), (January 10, 2013).

Barbara J. Ellestad
March 11, 2014
Page 2

used for many years.² To be a public body whether a nonprofit, or other entity, it had to have **“some relationship”** with state or local government.

In OMLO 14-001 we sought to clarify the phrase **“some relationship”** because it seemed too indefinite to be useful, especially now that governmental functions are being frequently privatized. We believe clarification will support the public's fundamental right to scrutinize the performance of public services by private actors, such as MRBI, without intruding on the government's effort to minimize cost and maximize its return. However, the right to scrutinize performance of public services must not be subverted by government or by a private nonprofit corporation, merely because the public duties have been delegated to a private contractor.

Essentially, our approach to analyzing the relationship between any nonprofit and government has drawn on factors used by other jurisdictions. Our conclusion in OMLO 14-001 did not rest solely upon MRBI's legal status as a nonprofit corporation; rather we determined that MRBI was subject to the OML in light of many factors³ that have been utilized by other jurisdictions when faced with similar question. Clarifying the phrase **“some relationship”** provides state and local government a clearer definition and guide when evaluating whether or how to privatize a governmental function.⁴

Our response to your first question is that the legal status of any IRS 501(c)(6) nonprofit is not an automatic exemption from the OML. We cannot determine the relationship of NNDA or LVGEA with local government solely based on their corporate status. However, MRBI was created by the City of Mesquite City Council, it was funded by City of Mesquite, and the City of Mesquite City Council said it would control MRBI. The City Council created and controls this nonprofit. By doing so, the local government implicated the open meeting laws of this state.

² This office has interpreted the NRS 241.015(4) to mean that a public body must be a collegial body that: (1) owes its existence to and has some relationship with a state or local government; (2) be organized to act in an administrative, advisory, executive, or legislative capacity; and (3) performs a governmental function. A public body must also expend or disburse, or be supported in whole or in part by tax revenue, or advise or make recommendations to any entity which expends or disburses, or is supported in whole or in part by tax revenue. OMLO 99-05 (January 12, 1999).

³ The factors that clarify the phrase **“some relationship”** are: (1) whether the entity performs a governmental function; (2) the level of government funding; (3) the extent of government involvement or regulation; and (4) whether the entity was created by government. The origin of these factors is set out in OMLO 14-001.

⁴ MRBI is free to alter its relationship with the City, so that the resulting private nonprofit is not subject to the OML after application of the totality of factors test.

Barbara J. Ellestad
March 11, 2014
Page 3

Your second question asks why this office only asked the Overton Power District #5 to comply with NRS 318.085(3) as opposed to requiring compliance under the OML.

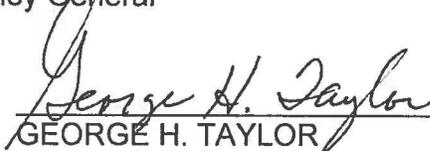
NRS 318.085 is a specific statute that was amended in 2005 that requires the Secretary of a general improvement district to record and keep minutes of board meetings and to make the recordings and minutes available to the public as required under NRS 241.035 – the Open Meeting Law. NRS 318.085(3) further requires that the corporate book containing corporate records, certificates, contracts, and bonds given by employees, must also be made available to the public for inspection. OPD No. 5 must comply with the statute, although this office cannot enforce the provisions of NRS 318.085.

This Office did not determine whether OPD No. 5 is a public body.⁵ It was not necessary to do so, because NRS 318.085 provided the authority to resolve your complaint. OPD No. 5 admitted that it had not been recording meetings. OPD No. 5 agreed that a violation had occurred and it would begin recording its meetings. There was no need to investigate whether it is a public body since it admitted to a violation of NRS 318.085(3).

Sincerely,

CATHERINE CORTEZ MASTO
Attorney General

By:


GEORGE H. TAYLOR

Senior Deputy Attorney General
Open Meeting Law
Tele: (775) 684-1230

⁵ OPD No. 5 was created by statute. It has authority to levy taxes on residents in the district to pay for operations or repayment following the issuance of bonds. OPD No. 5 informed us it does not levy taxes. It has not done so in the past, whether to fund operations or to pay its obligation after issuance of general obligation bonds. This fact creates an issue about whether OPD No. 5 is a public body since the definition of public body requires that to be a public body it must be supported in whole or in part by tax revenue, which is not the same as public funds as you stated in your letter to this office.

**PROFESSIONAL SERVICE AGREEMENT BETWEEN MESQUITE REGIONAL
BUSINESS, INC., A NEVADA NON-PROFIT CORPORATION, AND THE CITY OF
MESQUITE, A NEVADA MUNICIPAL CORPORATION**

THIS AGREEMENT is made and entered into when both parties have properly signed and executed the agreement, by the City of Mesquite (City) and Mesquite Regional Business, Inc. (MRB)

WITNESSETH

WHEREAS, the City believes it to be in the best long-term interest of the citizens of Mesquite to actively pursue economic development activities; and

WHEREAS, the City is committed to creating economic diversity and to growing and broadening the tax base of the City in order to provide additional choices and above average wage employment opportunities for its citizens; and

WHEREAS, the City Council desires to continue to receive professional economic development services from MRB; and

WHEREAS, MRB, a private, non-profit corporation, desires to provide professional economic development services to the City as an independent contractor; and

WHEREAS, MRB's business purpose is to provide and perform, as a non-profit, professional economic development services in the Virgin Valley, Moapa and Arizona Strip areas, which include but are not limited to: Mesquite, Bunkerville, Moapa, Overton, Logandale, and Littlefield, Beaver Dam, and Scenic, Arizona; and other unincorporated portions of Northeastern Clark County and its surrounding areas; and

WHEREAS, MRB'S board of directors is made up of private citizens and business professionals who hold expertise in varied areas of business and economic development.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, it is understood and agreed by and between the parties as follows:

**SECTION ONE
PURPOSE**

The purpose of this Agreement is to contract with Mesquite Regional Business for professional economic development services.

SECTION TWO
EFFECTIVE DATE, TERM AND TERMINATION OF THIS AGREEMENT

This agreement shall commence on July 1, 2016 (“Effective Date”), and expire June 30, 2019. Continuation of the Agreement from City fiscal year to fiscal year is contingent upon approval by the City Council. The Agreement can be terminated at any time by majority vote of the City Council and shall require a minimum of six (6) months advanced written notice to MRB. Likewise, the Agreement can be terminated at any time by MRB, and shall require a minimum of six (6) months advance written notice to the City.

SECTION THREE
PROFESSIONAL SERVICE TO BE PROVIDED BY MRB

In consideration of and in keeping with the terms of the Agreement as provided herein, MRB shall provide a full range of economic development services which shall include but not be limited to the Scope of Work as outlined in the attached “Exhibit A”.

Both parties understand that, at the discretion of the City Council, Mayor or City Manager, the City may resume its own economic development services at any time. The City’s decision to conduct its own economic development services is unrelated to this agreement or MRB.

SECTION FOUR
FINANCES AND METHOD OF PAYMENT

In consideration for services rendered pursuant to this Agreement, The City shall pay MRB the following annual amounts over the term of the Agreement.

- July 1, 2016 – December 31, 2016: \$75,000
- January 1, 2017 – June 30, 2017: \$95,000
- July 1, 2017 – June 30, 2018: \$190,000
- July 1, 2018 – June 30, 2019: \$190,000

MRB shall submit monthly invoices to the City. City shall remit payment within thirty (30) days of receipt of the invoice. Actual payments shall be made on a monthly basis.

SECTION FIVE
UPDATING

As part of the monthly billing process, a written update shall be transmitted via email that includes information about the professional services rendered during the previous month.

MRB shall annually appear before the City Council and make a presentation regarding MRB's achievements, efforts and future plans as they relate to the services provided to the City as part of this Agreement. MRB shall not be required to submit or obtain the City's approval of any specific work plan.

SECTION SIX PROPERTY

All finished or unfinished documents, data, surveys, studies, drawings, maps and other documents prepared by MRB are property of MRB.

In the event that MRB dissolves and ceases to conduct business, the intellectual property shall be turned over to another organization performing the same functions within ten (10) business days of the conclusion of MRB's winding up period. Every reasonable effort shall be made to protect client confidentiality throughout this transition. Once another organization takes ownership of the intellectual property, MRB shall still be required to maintain previously agreed upon client confidentiality, but MRB shall not be liable for the new organization's efforts to maintain client confidentiality.

SECTION SEVEN SOVEREIGN IMMUNITY

The City of Mesquite expressly reserves the right to invoke governmental immunity for any claim arising out of this Agreement pursuant to NRS Chapter 41.

SECTION EIGHT AMENDMENTS

This Agreement constitutes the full understanding between the parties, and may only be modified by written amendment executed by all parties hereto. The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement.

SECTION NINE ARBITRATION

If a dispute arises out of or relates to this contract, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree to submit to binding Arbitration pursuant to the rules and procedures of the American Arbitration Association. City and MRB shall jointly

request the names of five (5) arbitrators who have experience in the issue to be arbitrated. Nevada law shall be applied to any matter in arbitration. Each side shall choose one name from among the five (5) arbitrators so named, these two (2) shall select a third arbitrator who shall mediate the arbitration.

SECTION TEN
APPLICABLE LAW

This Agreement is executed and intended to be performed in the state of Nevada and laws of Nevada shall govern its interpretation and effect. The parties consent to the exclusive jurisdiction of the Eighth Judicial District Court, State of Nevada, for enforcement of this Agreement.

SECTION ELEVEN
NONDISCRIMINATION AND COMPLIANCE WITH LAWS

MRB shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Agreement, and it shall assure that no person is discriminated against based on the grounds of age, sex, race, religion, national origin or disability in connection with the performance of this Agreement. MRB shall be an equal opportunity provider.

SECTION TWELVE
INDEMNIFICATION

MRB shall release, indemnify and hold harmless the City and their officers, agents, employees, successors and assigns from any cause of action, or claims or demands arising out of MRB's performance under this Agreement.

SECTION THIRTEEN
THIRD PARTIES

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries, property damage, or contract damages, pursuant to the terms or provisions of this Agreement.

SECTION FOURTEEN
IMPLEMENTATION

The Mesquite City Council hereby designates the City Manager or his designee as the primary contact with MRB and hereby grants and delegates authority to carry out this Agreement.

SECTION FIFTEEN
INDEPENDENT CONTRACTOR

MRB shall function as an independent contractor for the purposes of this Agreement. MRB shall assume sole responsibility for any debts or liabilities that may be incurred by MRB. Nothing in this Agreement shall be interpreted as authorizing MRB or its agents or employees to act as an agent or representative of or on behalf of the City or to incur any obligation of any kind on behalf of the City. Furthermore, the relationship between the City and MRB shall not constitute a joint venture, general partnership or similar arrangement.

The City has not and shall have no right, directly or indirectly, to control, direct, or participate in MRB's business operations, strategic goals, or any other business decisions of MRB. The City shall not entangle itself in any way with the core functions of MRB. Nothing in this Agreement shall be construed such that the City has any legal or contractual right to control the activities of MRB. However, MRB shall be accountable to the City as any other reasonable independent contract would be.

MRB shall function as an independent organization. MRB is not an agent of the City, nor an agency thereof. As such, MRB may not commit or bind the City to any action or decision whatsoever.

SECTION SIXTEEN
SEVERABILITY

If any term of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

SECTION SEVENTEEN
NOTICE

All notices and subsequent correspondence pertaining to this agreement shall be mailed first class to the following:

CITY: City of Mesquite
10 East Mesquite Boulevard
Mesquite, Nevada, 89027

Attention: City Manager

MRB: Mesquite Regional Business, Inc.
11 West Pioneer Boulevard, Suite A
Mesquite, NV 89027

SECTION EIGHTEEN
WAIVER

Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

SECTION NINETEEN
CONFLICTS OF INTEREST

MRB shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Agreement. MRB warrants that it is not now aware of any facts which create a conflict of interest in connection with the services MRB provides to the City. If MRB hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the City. Full written disclosure shall include, without limitation, identification of all persons implicated and complete description of all relevant circumstances.

SECTION TWENTY
DUPLICATE COPIES

This Agreement has been prepared with duplicate originals so that each party may have an original.

SECTION TWENTY-ONE
HEADINGS

The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

SECTION TWENTY-TWO
FORCE MAJEURE

Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitations, earthquakes, floods, winds or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

SECTION TWENTY-THREE
SUCCESSORS AND ASSIGNS

City and MRB, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither the City nor MRB will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the prior written consent of the other.

SECTION TWENTY-FOUR
MUTUALLY DRAFTED

The Parties stipulate and agree that all parties have jointly participated in the negotiation and drafting of this Agreement upon advice of their own independent counsel or that they have had the opportunity to do so and this Agreement shall be construed fairly and equally as to all parties as if drafted jointly by them. The Parties hereby irrevocably waive the benefit of any rule of contract construction which disfavors the drafter of any agreement.

SECTION TWENTY-FIVE
ENTIRE AGREEMENT

This Agreement contains the entire agreement between the Parties. All promises, representations, understandings, warranties, inducements and agreements with respect to the matters described in this Agreement have been expressed herein. This Agreement may not be amended, altered, supplemented, modified or otherwise changed unless in writing, signed by both Parties hereto, which expressly states that it is an amendment, supplement or modification to this Agreement.

[The remainder of this page is intentionally left blank]

SECTION TWENTY-SIX
SIGNATURES

IN WITNESS THEREOF, the parties to this Agreement, through their duly authorized representatives, have executed this Agreement on the days and dates set out below and certify that they have read, understood and agreed to the terms and conditions of this Agreement

CITY OF MESQUITE

**MESQUITE REGIONAL BUSINESS,
INC.**

By: _____
Allan S. Litman, Mayor

By: _____
Dan Wright, Chair

Dated: _____

Dated: _____

ATTEST:

By: _____
Tracy Beck, City Clerk

Approved as to form:

By: _____
Bob Sweetin, City Attorney

Date: _____

EXHIBIT A

SCOPE OF WORK

During the term of this Agreement, MRB shall provide City with economic development services. MRB's duties include, but are not limited to the following.

1. Develop and maintain marketing and business attraction services in order to make known the benefits of establishing and conducting business in the Mesquite area, and to encourage and attract new business to the Mesquite area.
2. Work with the Las Vegas Global Economic Alliance to implement regional campaigns for economic development.
3. Create and maintain an up-to-date community profile on the Mesquite area which can be used to provide basic information about the area to local businesses, to prospective new businesses, and for use by the public at large.
4. Initiate programs designed to promote the image and identity of the Mesquite area on a local, regional, national, and international level.
5. Serve as the primary local contact for public and private sector entities in matters relating to economic development
6. Perform all duties associated with working existing and prospective companies. Below is a sample of some of those duties.
 - i. Compilation and presentation of current information on land and building availability, population growth, labor availability, wage rates, general economic conditions, etc.
 - ii. Obtaining information and knowledge concerning potential building sites, office space, manufacturing facilities, warehouse availability, prices and rates.
 - iii. Coordinate community tours for prospective businesses by scheduling appointments with related industries, government agencies, utility companies, architects, contractors, attorneys, developers, real estate brokers, educational representatives, or others required by the prospect.
 - iv. Monitor and, when appropriate, expedite specific project and prospect's progression through various City, County and State departments.
7. Initiate other programs and projects that may, from time to time, be necessary and integral parts of an on-going economic development program.
8. Maintain a website which fulfills the goals, objectives and activities of MRB.



August 23, 2016

City Council Regular Agenda Item 14.

Subject:

Public Comments

Petitioner:

Andy Barton, City Manager

Staff Recommendation:

None

Fiscal Impact:

None

Budgeted Item:

No

Background:

None

Attachments:

None



August 23, 2016

City Council Regular Agenda Item 15.

Subject:

Adjournment

Petitioner:

Andy Barton, City Manager

Staff Recommendation:

None

Fiscal Impact:

None

Budgeted Item:

No

Background:

None

Attachments:

None