



Notice and Agenda

Technical Review Meeting

Council Chambers - City Hall

10 E. Mesquite Blvd. - 2nd Floor

TUESDAY, JANUARY 19, 2021 - 1:30 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.

1. Public Comments

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

- 1.1. Public Comment
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2. 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.

- 2.1. Consideration for approval of the Tuesday, January 26, 2021 Regular City Council Meeting agenda and the January 5, 2021 Technical Review Meeting minutes.

- Public Comment
- Discussion and Possible Action

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[m01-05-21 TRM.docx](#)

- 2.2. 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

[Cover Page](#)

[City Council - Budget Trsfrs & POS 01.25.21.pdf](#)

[Check Register - City Council Agenda 12.24.20 to 01.08.21.pdf](#)

- 2.3. Monthly Financial Report and other matters related thereto.

- Public Comment
- Discussion and Possible Action

[Cover Page](#)

- 2.4. Consideration of Approval of a Restaurant with Bar Liquor License for Mad Mike's Bar & Grill, located at 551 West Mesquite Boulevard.

- Public Comment
- Discussion and Possible Action

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[Mad Mike's Liquor License App.pdf](#)

- 2.5. Consideration of Bid Award for the 2020 Mesquite Street Reconstruction Project - Kitty Hawk Drive Improvements.

- Public Comments
- Discussion and Possible Action

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[Bid Abstract.pdf](#)

[Bid Opening Tabulation sheet.pdf](#)

[Bid Submittal Sheet.pdf](#)

[BidSpecifications KittyHawkDrive Dec20.pdf](#)

[KittyHawk AddendumNo1 29Dec20.pdf](#)

[KittyHawk AddendumNo2 07Jan21.pdf](#)

[Las Vegas Paving Corporation Proposal.pdf](#)

[Sunroc Corporation Proposal.pdf](#)

[Mesquite General Contracting Inc. Proposal.pdf](#)

3. Special Items

- 3.1. Presentation regarding various economic development options for the City's consideration and other matters properly related thereto.

- Public Comment
- Discussion and Possible Action.

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[RFQ 2020 for Economic Development Services Final.pdf](#)

[Citywide Golf Solutions Response for RFQ 2020 for Economic Development Services.pdf](#)

[MRED Response for RFQ 2020 for Economic Development Services.pdf](#)

- 3.2. Presentation from Mike Jackson, Executive Director of the Southern Nevada Transit Coalition (SNTC).

- Public Comment
- Discussion and Possible Action

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[Mesquite City Council 12621.docx](#)

4. Department Reports

- 4.1. Mayor's Comments and Reports
[Cover Page](#)
- 4.2. City Council and Staff Comments and Reports.
[Cover Page](#)

5. Introduction of Bills

- 5.1. Consideration of Introduction of Bill B21-001 as Ordinance B21-001, a staff-initiated amendment to Mesquite Municipal Code Title 9- the City's Zoning Ordinance. The proposed amendments would provide or amend several definitions including private kennels, thrift stores, and breweries/ brewpubs, and provide for these uses within appropriate zoning districts. The proposed amendments also delete the use table, and will use the descriptions of the individual zoning districts to list permitted and conditional uses. The amendments also propose to move a section regarding special setbacks from freeways and drainage canals to a more conspicuous place in the code.

- Public Comment
- Discussion and Possible Action

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[2020 Code Cleanup Council Memo draft.docx](#)

[2020 cleanup code amendment ord draft.docx](#)

6. Public Comments

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

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

- 6.1. Public Comment
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7. Adjournment

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

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

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

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

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

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

RULES OF PROCEDURE

1. Authority:

1.1 The Mesquite City Charter Article II, Section 2.060(2), Provides that the **City** Council may adopt rules for the government of its members and its meetings; These Rules of Procedure 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 of Procedure.

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 **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.

2.4 **RIGHT TO FLOOR:** Any member desiring to speak shall be recognized by the chair, and shall confine his remarks to the item under consideration.

2.5 **CITY MANAGER:** The City Manager or his/her 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.

2.6 **CITY ATTORNEY:** The City Attorney or Deputy City Attorney shall attend all meetings of the Council and shall, upon request, given an opinion, either written or verbal, on questions of the law.

2.7 **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.

2.8 **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.

2.9 **RULES OF ORDER:** "Roberts Rules of Order Newly Revised" 11th 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 CITY COUNCIL MEETINGS:** The City Council shall meet in regular session at 5:00 p.m. on the second and fourth Tuesday of each month. The City Council may, as it deems necessary, schedule a regular meeting on a date other than the second and fourth Tuesday of each month, in accordance with Article II, Section 2.040 of the Mesquite City Charter and the provisions of Nevada Revised Statutes ("NRS") chapter 241.

3.2 **TECHNICAL REVIEW MEETINGS:** Pursuant to Article II, Section 2.040(2) of the Mesquite City Charter, the City Council shall hold Technical Review Meeting at 1:30 p.m. on the first and third Tuesday of each month. The purpose of Technical Review Meetings shall be to establish the business to be heard for only the next relevant Regular City Council meeting and other matters properly related thereto.

3.3 **ROLE OF MAYOR:** The Mayor shall preside over both Technical Review Meetings and Regular City Council Meetings. The Mayor may decide in what order to take business from the Agenda. In the Mayor's absence, the Mayor Pro Tem shall fulfill the role of the Mayor. If both the Mayor Pro Tem and the Mayor are absent, the City Council shall choose by majority vote a temporary chair who shall fulfill the administrative duties of presiding over the City Council Meeting. Nothing in this provision shall either abridge or delegate the duties of the Mayor, Mayor Pro Tem or the City Council as provided in Article III of the Mesquite City Charter, except as to the sole issue of fulfilling administrative duties and conducting and directing business during a meeting.

3.4 **PLACE OF MEETINGS:** The City Council herewith designates as its Council Chambers, for the conduct of all regular meetings, the Council Chambers in City Hall located at 10 East Mesquite Boulevard, Mesquite, Nevada, or such other place as the City Council may from time to time determine.

3.5 **SPECIAL MEETINGS:** Special meetings of the City Council include any meeting other than its regular meetings of a quorum of the City Council not exempted from the requirements of NRS Chapter 241. Special meetings of the City Council may be called by the Mayor or a majority of the City Council in compliance with Article II, Section 2.050 of the Mesquite City Charter and the provisions of NRS chapter 241.

3.6 **ADJOURNED MEETINGS:** Any meeting of the City Council may be continued or adjourned from day to day by a call of the Mayor or Councilmember and ratified by a majority vote, and in accordance with an agenda noticed pursuant to NRS chapter 241, but not beyond the next scheduled regular meeting.

3.7 **EXECUTIVE SESSIONS:** Executive sessions, closed meetings or non-public meetings may be held in accordance with the provisions of NRS chapters 241 and 288.220.

4. Duties of Presiding Officer and Meeting Decorum

4.1 **PRESIDING OFFICER:** The Mayor, when present, shall preside as Chairman at all meetings of the City Council. In the absence of the Mayor, the Mayor Pro Tern shall preside; in the absence of the Mayor and Mayor Pro Tern, the quorum of present Councilmembers shall choose a presiding officer. The Presiding Officer of any meeting of the City Council shall have the same right as any other member of the City Council to initiate a motion, question or debate. The Presiding Officer shall preserve order and decorum, and confine Councilmembers in debate to the question under discussion.

4.2 **COUNCIL VOTE:** Unless a roll call vote is requested or necessitated due to a malfunction of the electronic vote system, the vote on any motion, resolution or ordinance shall be cast electronically and displayed for public view.

4.3 **DECORUM OF THE DAIS:** During meetings, all persons present shall assist in preserving order and decorum by limiting conversation and the use of cellular devices that may delay or interrupt the proceedings.

4.4 **POINTS OF ORDER:** Any Councilmember may at any time raise a point of order objection as appropriate by stating the phrase "Point of Order." The Councilmember shall be afforded the opportunity to explain his or her point of order objection to the Mayor. The Mayor shall rule on the point of order. The Mayor may seek advice from the City Clerk in ruling upon any point of order. If the Mayor's ruling is against the Council member's call for the Point of Order, a vote of the Council may be requested.

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. Voting

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

6.2 **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.

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

6.4 **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.

6.5 **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.

6.6 **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.

7. Citizens’ Rights

7.1 **ADDRESSING THE CITY COUNCIL:** Any person desiring to address the Council by oral communication can do such during Public Comments (at the beginning and closing of the meeting), or on a particular item on the agenda.

7.2 **TIME LIMIT:** Each person addressing the Council shall step to the microphone, shall give his/her name 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.

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

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

7.5 WRITTEN COMMUNICATIONS:

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

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

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

8. Suspension and Amendment of These Rules

8.1 **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.

8.2 **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.



Technical Review Meeting Agenda Item Report

Submitted by: Tracy Beck
Submitting Department: City Clerk
Meeting Date: January 19, 2021

Subject:

Public Comment

Recommendation:

Petitioner:

Tracy E. Beck, City Clerk

Is this a budgeted item?

No

Fiscal Impact:

None.

Background:

Attachments:

-



Technical Review Meeting Agenda Item Report

Submitted by: Tracy Beck
Submitting Department: City Clerk
Meeting Date: January 19, 2021

Subject:

Consideration for approval of the Tuesday, January 26, 2021 Regular City Council Meeting agenda and the January 5, 2021 Technical Review Meeting minutes.

- Public Comment
- Discussion and Possible Action

Recommendation:

Approve the Tuesday, January 26, 2021 Regular City Council Meeting agenda and the January 5, 2021 Technical Review Meeting minutes.

Petitioner:

Tracy E. Beck, City Clerk

Is this a budgeted item?

No

Fiscal Impact:

None.

Background:**Attachments:**

- [m01-05-21 TRM.docx](#)



**Technical Review Meeting Minutes
Council Chambers - City Hall
10 E. Mesquite Blvd. - 2nd Floor
TUESDAY, JANUARY 5, 2021 - 1:30 pm**

Minutes of a scheduled meeting of the City Council held Tuesday, January 5, 2021 at 1:30 PM at City Hall. In attendance were Mayor Allan S. Litman, Council members, Wes Boger, George Gault, Sandra Ramaker and Brian Wursten. Also in attendance were City Manager Aaron Baker; Attorney Adam Anderson; Finance Director Dodie Melendez; Public Works Director Travis Anderson; Development Services Director Richard Secrist; City Clerk Tracy E. Beck, other city staff and approximately 3 citizens.

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

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

1) Public Comments

1.1 Public Comment

Minutes:

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

2) Consent Agenda

2.1 Consideration for approval of the Tuesday, January 12, 2021 Regular City Council Meeting agenda; the November 10, 2020 Regular City Council Meeting minutes; the November 24, 2020 Regular City Council Meeting minutes; December 7, 2020 Special Meeting-Work Session Meeting minutes; the December 8, 2021 Special Meeting minutes and the December 8, 2020 Regular City Council Meeting Minutes.

- Public Comment
- Discussion and Possible Action

Minutes:

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

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

Minutes:

Aaron Baker: One of the participants for Item 3.2 contacted me last night and they are not able to come next Tuesday so we will delay that item to the 26th if we could; and we are going to have two additional Resolutions that we would like to put on for sale of property in the downtown. It is strictly to say that it is in the interest to the city to sell these pieces of property. No identified buyer or anything like that.

Council member Ramaker moved to approve agenda item 3.2 to be moved to the 26th and to include two Resolutions for sale of property in the downtown. Council member Boger seconded the motion.

Passed For: 4; Against: 0; Abstain: 0; Absent: 0

- 2.2 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

Minutes:

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

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

2.3 Monthly Financial Report and other matters related thereto.

- Public Comment
- Discussion and Possible Action

Minutes:

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

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

2.4 Consideration of approval of a Restaurant with Service Bar for Los Moritas, located at 355 West Mesquite Boulevard, Ste. B10

- Public Comment
- Discussion and Possible Action

Minutes:
Mayor Litman read this item and asked Council if they had any comments or questions.

Minutes:
Council member Ramaker: I tried to go by there and figure out what restaurant we have coming in there?

Minutes:
Richard Secrist: Los Moritas is an existing restaurant. They are applying for a liquor license for the restaurant for a service bar license to be able to sell alcoholic beverages with their meals.

Minutes:
Council member Ramaker: I just couldn't find it.

Minutes:
Ms. Beck: They are where Alberto's were.

Minutes:
Mayor Litman: OK and they will go through the regular background check?

Minutes:
Mr. Secrist: As I understand it, the owners cleared the background check with the police and there are some seating limitations with this license. They have to be able to seat 50 people or more at any given time and the drinks can only be served at the tables and booths.

Minutes:
There were no Public Comments for this item.
There were no eComments submitted for this item.

2.5 Consideration of Approval of Resolution R21-001, adopting an Interlocal Contract (No. 1163B) between the City of Mesquite and the Regional Transportation Commission of Southern Nevada for time extension of the 2020 Street Reconstruction Project, Kitty Hawk Drive.

- Public Comments
- Discussion and Possible Action

Minutes:

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

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

2.6 Consideration for approval of the City Council member's appointments to Boards, Committees and Commissions.

- Public Comment
- Discussion and Possible Action

Minutes:

Mayor Litman read this item by its title and asked if anyone had any comments or questions. There were no speakers.
There were no eComments submitted for this item.

3) Special Items

3.1 Presentation of the 2020 "Employee of the Year" and "Volunteer of the Year" Awards.

Minutes:

Mayor Litman read this item by its title and asked if anyone had any comments or questions. There were no speakers.
There were no eComments submitted for this item.

3.2 Presentation regarding various economic development options for the City's consideration and other matters properly related thereto.

- Public Comment
- Discussion and Possible Action.

This item was pulled off of the agenda. It will be on the next Technical Review on January 19, 2021.

3.3 Consideration of providing direction to staff on how to fill the vacant position of City Attorney, whether it be on a contractual basis or an in-house City Attorney, the recruitment process and other matter properly related thereto.

- Public Comment
- Discussion and Possible

4) **Resolutions & Proclamations**

4.1 Proclamation - National Radon Action Month

Mayor Litman read this item by its title and asked if anyone had any comments or questions.
There were no speakers.
There were no eComments for this item.

4.2 Consideration of Resolution R21-002 to approve Zone Change Master Plan Amendment Case no. ZCM-20-005 and 006 to rezone 14.45 acres at 1050 to 1070 Leavitt Lane from General Commercial (CR-2) and Rural Estates (RE-2) to Single Family Residential (SF).

- Public Hearing
- Discussion and Possible Action

Minutes:
Mayor Litman read this item by its title and asked if anyone had any questions or comments.
There were no speakers.
There were no eComments submitted for this item.

4.3 Consideration of Resolution R21-005 approving an Interlocal Contract among and between the County of Clark, the Regional Transportation Commission of Southern Nevada, The City of Boulder City, The City of Henderson, the City of Mesquite and the City of North Las Vegas.

- Public Comment
- Discussion and Possible Action

Minutes:
Mayor Litman read this item by its title and asked if anyone had any comments or questions.
There were no speakers.
There were no eComments submitted for this item.

5) **Department Reports**

5.1 Mayor's Comments and Reports

Minutes:
Mayor Litman: I will probably have something.

5.2 City Council and Staff Comments and Reports

Minutes:
Mayor Litman: I am sure there is always something.

6) **Administrative Items**

- 6.1 Consideration of Tentative Map Case No. TM-20-006 (Reber Estates Subdivision) to approve a 58-lot single family subdivision on 14.65 acres, at 1050 and 1070 Leavitt Lane, in the Single Family Residential (SF) Zone.

- Public Hearing
- Discussion and Possible Action

Minutes:

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

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

- 6.2 Consideration for approval of Conditional Use Permit Case No. CUP-20-005 (Psychic Business) to approve a Fortune Telling / Psychic Business at 111 East Mesquite Boulevard in the Central Business District (CR-3) Commercial Zone.

- Public Hearing
- Discussion and Possible Action

Minutes:

Mayor Litman read this item by its title and asked if anyone had any comments or questions. There were no speakers.

There were no eComments submitted for this item.

- 6.3 Consideration of approval of the Street Lane Index and Road Mileage Report for public roads within the City of Mesquite maintenance jurisdiction.

- Public Hearing
- Discussion and Possible Action

Minutes:

Mayor Litman read this item by its title and asked if anyone had any comments and questions. There were no speakers.

There were no eComments submitted for this item.

- 6.4 Consideration of approval of the appointment of a Mayor Pro-tem.

- Public Comment
- Discussion and Possible Action

Minutes:

Mayor Litman read this item by its title and asked if anyone had any comments or questions. There were no speakers.

There were no eComments submitted for this item.

7) Public Comments

7.1 Public Comment

Minutes:

Mayor Litman opened up the meeting to final Public Comments.

Minutes:

Herb Calhoun: Item number 3.2 in the agenda regarding various economic development options for the city's consideration. I think we just breezed past that.

Minutes:

Mayor Litman: It was pulled off.

Minutes:

Mr. Calhoun: With redevelopment, we have an ordinance 1-10-11 for financial participation; building remodeling and rehabilitation projects up to \$99,999.00 for projects and up to \$30,000 for fees. On our check book register in this report, we have two checks written to 260 E. Mesquite Blvd. LLC. Check number 180505 was for \$99,999.00 on the 21st of December. On the 21st of December, we also wrote another check to 260 E. Mesquite Blvd. LLC for \$88,228.50. Have we had a change in that ordinance to where we are permitted to put 186 into that project vs. the \$99,999.00?

Minutes:

Mayor Litman: Not that I am aware of. Mr. Baker can answer that for you. I don't get to sign the checks.

Minutes:

Mr. Baker: I do know that from the Redevelopment Agency grants they are \$99,999.00. I am not sure what the \$86,000 is but we can find out what that is and I do know that is not Redevelopment money.

Minutes:

Mr. Calhoun: To the same people.

Minutes:

Mr. Baker: Right, but I know that is not a Redevelopment Grant.

Minutes:

Mr. Calhoun: It came out of the same GL.

Minutes:

Mr. Baker: I will find out, I do not know what it is.

8) **Adjournment**

8.1 Adjournment

Minutes: Mayor Litman adjourned the meeting at 1:41 pm

Allan S. Litman, Mayor

Tracy E. Beck, City Clerk



Technical Review Meeting Agenda Item Report

Submitted by: Dodie Melendez
Submitting Department: Finance
Meeting Date: January 19, 2021

Subject:

Consideration of approval of:

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

- Public Comment
- Discussion and Possible Action

Recommendation:

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

Petitioner:

Dodie Melendez – Financial Director/City Treasurer

Is this a budgeted item?

No

Fiscal Impact:

See Attached

Background:

See Attached

Attachments:

- [City Council - Budget Trsfrs & POS 01.25.21.pdf](#)
- [Check Register - City Council Agenda 12.24.20 to 01.08.21.pdf](#)

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

							For Fiscal Year 2020-2021		
Vendor	Description	Requested By:	Department	G/L Account #	Account Description	PO's to be Approved	Original Budget	Current Budget Balance	Remaining Budget (Over) / Under
*Pro Glass & Paint Inc	Touchless Door Openers for City Facilities. (5) Touchless Door Openers at the Rec Center and (2) Touchless Door Openers at Justice Facility	Brandon Bentley	Public Works	31-49-560	Fund 31 - Public Health Supplies COVID	\$ 17,333.00	\$ 537,832.00	\$ 246,156.24	\$ 228,823.24

*Paid with CARES Relief Funds

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

							For Fiscal Year 2020-2021		
Vendor	Description	Requested By:	Department	G/L Account #	Account Description	PO's to be Approved	Original Budget	Current Budget Balance	Remaining Budget (Over) / Under

CITY OF MESQUITE

NOTIFICATION OF BUDGET TRANSFERS

DATE OF COUNCIL MEETING: 1/26/2021

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

NRS 354.5980005

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

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

CITY OF MESQUITE
NOTIFICATION OF BUDGET AMENDMENTS AND BUDGET AUGMENTS
DATE OF COUNCIL MEETING 1/26/2021

BUDGET AMENDMENTS FY 2020 - 2021

[illegible]

BUDGET AMENDMENTS FY 2021 - 2022

[illegible]

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
12/20	12/30/2020	180688		Void Check						.00 V
Total :								.00		.00
12/20	12/30/2020	180684	8756	ALSCO	122920	1	31-49-570	.00	1,444.64	1,444.64
Total 180684:								.00		1,444.64
12/20	12/30/2020	180685	1017	AMERIGAS - ST GEORGE	122920	1	31-49-570	.00	1,718.73	1,718.73
Total 180685:								.00		1,718.73
12/20	12/30/2020	180686	17193	CHANGZHEN LAI	122720	1	31-49-570	.00	10,000.00	10,000.00
Total 180686:								.00		10,000.00
12/20	12/30/2020	180687	17119	CHICAGO GREEK LLC	122120	1	30-12-350	.00	1,407.00	1,407.00
Total 180687:								.00		1,407.00
12/20	12/30/2020	180688	5575	CITY OF MESQUITE	012232020	1	31-49-570	.00	1,682.00	1,682.00
12/20	12/30/2020	180688	5575	CITY OF MESQUITE	122320	1	31-49-570	.00	2,560.95	2,560.95
12/20	12/30/2020	180688	5575	CITY OF MESQUITE	12232020	1	31-49-570	.00	315.09	315.09
12/20	12/30/2020	180688	5575	CITY OF MESQUITE	122920	1	31-49-570	.00	366.71	366.71
Total 180688:								.00		4,924.75
12/20	12/30/2020	180689	8119	HINTON BURDICK CPAS & ADVISORS	122920	1	31-49-570	.00	9,450.56	9,450.56
12/20	12/30/2020	180689	8119	HINTON BURDICK CPAS & ADVISORS	12292020	1	31-49-570	.00	1,081.47	1,081.47
Total 180689:								.00		10,532.03
12/20	12/30/2020	180690	16509	MARION COMPANY INC	122320	1	31-49-570	.00	10,000.00	10,000.00
Total 180690:								.00		10,000.00

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
12/20	12/30/2020	180691	4200	OVERTON POWER	122320	1	31-49-570	.00	7,439.05	7,439.05
12/20	12/30/2020	180691	4200	OVERTON POWER	122920	1	31-49-570	.00	182.73	182.73
12/20	12/30/2020	180691	4200	OVERTON POWER	12292020	1	31-49-570	.00	5,755.16	5,755.16
Total 180691:								.00		13,376.94
12/20	12/30/2020	180692	17194	SEVEN INVESTMENTS LLC	122320	1	31-49-570	.00	9,684.91	9,684.91
Total 180692:								.00		9,684.91
01/21	01/05/2021	180694	17074	APGN INC	13283	1	52-40-620	.00	6,925.00	6,925.00
Total 180694:								.00		6,925.00
01/21	01/05/2021	180695	16734	ARC HEALTH & WELLNESS, LLC	2009141	1	10-55-320	.00	320.00	320.00
Total 180695:								.00		320.00
01/21	01/05/2021	180696	15801	AXON ENTERPRISE, INC.	SI -1703728	1	10-54-310	.00	17,206.00	17,206.00
01/21	01/05/2021	180696	15801	AXON ENTERPRISE, INC.	SI -1703728	2	23-85-310	.00	5,342.00	5,342.00
01/21	01/05/2021	180696	15801	AXON ENTERPRISE, INC.	SI -1703728	3	10-55-310	.00	4,274.00	4,274.00
01/21	01/05/2021	180696	15801	AXON ENTERPRISE, INC.	SI -1703728	4	10-70-310	.00	4,710.00	4,710.00
01/21	01/05/2021	180696	15801	AXON ENTERPRISE, INC.	SI-1698490	1	10-54-610	.00	876.75	876.75
01/21	01/05/2021	180696	15801	AXON ENTERPRISE, INC.	SI-1698490	2	23-85-610	.00	375.75	375.75
Total 180696:								.00		32,784.50
01/21	01/05/2021	180697	14265	BEST DEAL SPRINGS INC	30007195-00	1	10-66-250	.00	25.74-	25.74-
01/21	01/05/2021	180697	14265	BEST DEAL SPRINGS INC	30007325-00	1	10-66-250	.00	72.93	72.93
Total 180697:								.00		47.19
01/21	01/05/2021	180698	14618	CANON FINANCIAL SERVICES, INC	22307989	1	10-49-250	.00	1,961.35	1,961.35
Total 180698:								.00		1,961.35
01/21	01/05/2021	180699	14765	CCS PRESENTATION SYSTEMS	18228	1	31-49-560	.00	12,498.25	12,498.25
01/21	01/05/2021	180699	14765	CCS PRESENTATION SYSTEMS	18229	1	31-49-560	.00	3,499.99	3,499.99

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 180699:								.00		15,998.24
01/21	01/05/2021	180700	14492	CENTURYLINK	DEC 2020	1	10-47-310	.00	1,020.46	1,020.46
Total 180700:								.00		1,020.46
01/21	01/05/2021	180701	14492	CENTURYLINK	101115850	1	10-47-310	.00	4,664.28	4,664.28
01/21	01/05/2021	180701	14492	CENTURYLINK	70584881	1	31-49-740	.00	13,125.00	13,125.00
Total 180701:								.00		17,789.28
01/21	01/05/2021	180702	14492	CENTURYLINK	181154125	1	10-49-290	.00	686.31	686.31
Total 180702:								.00		686.31
01/21	01/05/2021	180703	17197	GEMINIS JEWELRY LLC	010321	1	31-49-570	.00	10,000.00	10,000.00
Total 180703:								.00		10,000.00
01/21	01/05/2021	180704	17201	CHERI L MILLER	123120	1	10-32-160	.00	25.00	25.00
Total 180704:								.00		25.00
01/21	01/05/2021	180705	17119	CHICAGO GREEK LLC	010321	1	31-49-570	.00	10,000.00	10,000.00
Total 180705:								.00		10,000.00
01/21	01/05/2021	180706	14074	CLARK COUNTY DEPT- AIR QUALITY	047357	1	52-40-610	.00	3,659.00	3,659.00
Total 180706:								.00		3,659.00
01/21	01/05/2021	180707	17200	DIGITECH COMPUTER LLC	21688	1	10-57-310	.00	507.44	507.44
Total 180707:								.00		507.44
01/21	01/05/2021	180708	2150	FEDEX CORP.	7-210-02332	1	52-40-610	.00	38.89	38.89

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 180708:								.00		38.89
01/21	01/05/2021	180709	17041	FREHNER-LARKING INC.	072220	1	10-32-200	.00	38.88	38.88
Total 180709:								.00		38.88
01/21	01/05/2021	180710	4900	H & E EQUIPMENT SERVICES LLC	95578310	1	10-66-250	.00	278.00	278.00
Total 180710:								.00		278.00
01/21	01/05/2021	180711	16105	HENRY SCHEIN INC	86939224	1	10-57-615	.00	125.80	125.80
01/21	01/05/2021	180711	16105	HENRY SCHEIN INC	87142251	1	10-57-615	.00	626.61	626.61
01/21	01/05/2021	180711	16105	HENRY SCHEIN INC	87406987	1	10-57-615	.00	46.18	46.18
01/21	01/05/2021	180711	16105	HENRY SCHEIN INC	87407169	1	10-57-615	.00	46.18	46.18
Total 180711:								.00		844.77
01/21	01/05/2021	180712	2452	HIGH DESERT SUPPLY	IN00195711	1	52-40-610	.00	527.52	527.52
01/21	01/05/2021	180712	2452	HIGH DESERT SUPPLY	IN00195712	1	10-66-250	.00	221.90	221.90
Total 180712:								.00		749.42
01/21	01/05/2021	180713	9642	IAEMD	SIN080134	2	10-56-230	.00	50.00	50.00
01/21	01/05/2021	180713	9642	IAEMD	SIN087368	1	10-56-230	.00	570.00	570.00
Total 180713:								.00		620.00
01/21	01/05/2021	180714	13552	IRIS MEDICAL, INC	AUG2020	1	10-57-310	.00	6,380.42	6,380.42
01/21	01/05/2021	180714	13552	IRIS MEDICAL, INC	JULY2020	1	10-57-310	.00	5,869.77	5,869.77
Total 180714:								.00		12,250.19
01/21	01/05/2021	180715	16362	KRIS ZURBAS	122001	1	10-47-310	.00	800.00	800.00
Total 180715:								.00		800.00
01/21	01/05/2021	180716	3030	LAS VEGAS METRO POLICE DEPT.	1444	1	15-21340	.00	322.00	322.00

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
Total 180716:								.00		322.00
01/21	01/05/2021	180717	15174	LAS VEGAS TACTICAL	8723-2	1	10-54-610	.00	33.98	33.98
Total 180717:								.00		33.98
01/21	01/05/2021	180718	9516	LIFE ASSIST INC.	1057324	1	10-57-615	.00	132.20	132.20
01/21	01/05/2021	180718	9516	LIFE ASSIST INC.	1057325	1	10-57-615	.00	132.20	132.20
01/21	01/05/2021	180718	9516	LIFE ASSIST INC.	1057353	1	10-57-615	.00	264.40	264.40
01/21	01/05/2021	180718	9516	LIFE ASSIST INC.	1058397	1	10-57-615	.00	1,652.57	1,652.57
01/21	01/05/2021	180718	9516	LIFE ASSIST INC.	1058631	1	10-57-615	.00	157.30	157.30
01/21	01/05/2021	180718	9516	LIFE ASSIST INC.	1058714	1	10-57-615	.00	234.75	234.75
01/21	01/05/2021	180718	9516	LIFE ASSIST INC.	1058955	1	31-49-560	.00	320.00	320.00
01/21	01/05/2021	180718	9516	LIFE ASSIST INC.	1059760	1	10-57-615	.00	176.50	176.50
01/21	01/05/2021	180718	9516	LIFE ASSIST INC.	1059818	1	31-49-560	.00	1,496.45	1,496.45
01/21	01/05/2021	180718	9516	LIFE ASSIST INC.	1060014	1	31-49-560	.00	232.65	232.65
01/21	01/05/2021	180718	9516	LIFE ASSIST INC.	1060063	1	10-57-615	.00	772.64	772.64
01/21	01/05/2021	180718	9516	LIFE ASSIST INC.	1060083	1	10-57-615	.00	1,817.04	1,817.04
01/21	01/05/2021	180718	9516	LIFE ASSIST INC.	1060113	1	10-57-615	.00	140.85	140.85
01/21	01/05/2021	180718	9516	LIFE ASSIST INC.	1060129	1	31-49-560	.00	212.85	212.85
01/21	01/05/2021	180718	9516	LIFE ASSIST INC.	1060130	1	10-57-615	.00	93.90	93.90
01/21	01/05/2021	180718	9516	LIFE ASSIST INC.	1060931	1	10-57-615	.00	193.14	193.14
01/21	01/05/2021	180718	9516	LIFE ASSIST INC.	1061098	1	10-57-615	.00	176.50	176.50
01/21	01/05/2021	180718	9516	LIFE ASSIST INC.	1061253	1	10-57-615	.00	988.81	988.81
Total 180718:								.00		9,194.75
01/21	01/05/2021	180719	5318	LIGHTHOUSE INC	A-300389	1	10-57-610	.00	693.15	693.15
Total 180719:								.00		693.15
01/21	01/05/2021	180720	17154	LITTLER MENDELSON PC	5348089	1	10-41-310	.00	2,130.69	2,130.69
01/21	01/05/2021	180720	17154	LITTLER MENDELSON PC	5348090	1	10-41-310	.00	3,675.40	3,675.40
01/21	01/05/2021	180720	17154	LITTLER MENDELSON PC	5348091	1	10-41-310	.00	3,675.40	3,675.40
Total 180720:								.00		9,481.49
01/21	01/05/2021	180721	3276	CENTRAL STATION MONITORING	348161	1	10-38-701	.00	21.95	21.95

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
01/21	01/05/2021	180721	3276	CENTRAL STATION MONITORING	348161	2	10-55-610	.00	21.95	21.95
01/21	01/05/2021	180721	3276	CENTRAL STATION MONITORING	348161	3	10-57-310	.00	38.90	38.90
01/21	01/05/2021	180721	3276	CENTRAL STATION MONITORING	348161	4	10-63-310	.00	37.90	37.90
01/21	01/05/2021	180721	3276	CENTRAL STATION MONITORING	348161	5	10-65-610	.00	21.95	21.95
01/21	01/05/2021	180721	3276	CENTRAL STATION MONITORING	348161	6	10-66-610	.00	16.95	16.95
01/21	01/05/2021	180721	3276	CENTRAL STATION MONITORING	348161	7	10-70-610	.00	18.95	18.95
01/21	01/05/2021	180721	3276	CENTRAL STATION MONITORING	348161	8	10-76-310	.00	18.95	18.95
01/21	01/05/2021	180721	3276	CENTRAL STATION MONITORING	348161	9	10-81-310	.00	21.95	21.95
01/21	01/05/2021	180721	3276	CENTRAL STATION MONITORING	348161	10	10-81-310	.00	59.85	59.85
01/21	01/05/2021	180721	3276	CENTRAL STATION MONITORING	348161	11	10-82-290	.00	21.95	21.95
01/21	01/05/2021	180721	3276	CENTRAL STATION MONITORING	348161	12	16-71-310	.00	38.90	38.90
01/21	01/05/2021	180721	3276	CENTRAL STATION MONITORING	348161	13	52-40-310	.00	16.95	16.95
Total 180721:								.00		357.10
01/21	01/05/2021	180722	17182	MCDONALD CARANO LLP	12418340	1	10-41-310	.00	27,540.34	27,540.34
Total 180722:								.00		27,540.34
01/21	01/05/2021	180723	9415	MESQUITE DENTAL	RO117	1	10-55-620	.00	336.00	336.00
Total 180723:								.00		336.00
01/21	01/05/2021	180724	3500	MESQUITE LUMBER & SUPPLY	122320	1	10-38-900	.00	65.00-	65.00-
01/21	01/05/2021	180724	3500	MESQUITE LUMBER & SUPPLY	346533	1	10-76-610	.00	23.94	23.94
01/21	01/05/2021	180724	3500	MESQUITE LUMBER & SUPPLY	346885	1	10-76-610	.00	47.88	47.88
01/21	01/05/2021	180724	3500	MESQUITE LUMBER & SUPPLY	346899	1	10-76-610	.00	298.83	298.83
01/21	01/05/2021	180724	3500	MESQUITE LUMBER & SUPPLY	346901	1	10-76-610	.00	50.97	50.97
01/21	01/05/2021	180724	3500	MESQUITE LUMBER & SUPPLY	346970	1	10-76-610	.00	247.64	247.64
01/21	01/05/2021	180724	3500	MESQUITE LUMBER & SUPPLY	347005	1	10-76-610	.00	34.20	34.20
01/21	01/05/2021	180724	3500	MESQUITE LUMBER & SUPPLY	347006	1	10-65-610	.00	34.99	34.99
01/21	01/05/2021	180724	3500	MESQUITE LUMBER & SUPPLY	347007	1	10-65-610	.00	145.98	145.98
01/21	01/05/2021	180724	3500	MESQUITE LUMBER & SUPPLY	347023	1	10-65-610	.00	18.97	18.97
01/21	01/05/2021	180724	3500	MESQUITE LUMBER & SUPPLY	347036	1	10-81-610	.00	53.93	53.93
01/21	01/05/2021	180724	3500	MESQUITE LUMBER & SUPPLY	347039	1	10-76-610	.00	9.54	9.54
01/21	01/05/2021	180724	3500	MESQUITE LUMBER & SUPPLY	347061	1	10-57-610	.00	8.99	8.99
01/21	01/05/2021	180724	3500	MESQUITE LUMBER & SUPPLY	347075	1	10-81-610	.00	11.98	11.98
01/21	01/05/2021	180724	3500	MESQUITE LUMBER & SUPPLY	347219	1	10-81-610	.00	18.99	18.99
01/21	01/05/2021	180724	3500	MESQUITE LUMBER & SUPPLY	347265	1	10-76-610	.00	47.56	47.56

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
01/21	01/05/2021	180724	3500	MESQUITE LUMBER & SUPPLY	347300	1	52-40-610	.00	438.41	438.41
01/21	01/05/2021	180724	3500	MESQUITE LUMBER & SUPPLY	347412	1	52-40-610	.00	249.24	249.24
01/21	01/05/2021	180724	3500	MESQUITE LUMBER & SUPPLY	347479	1	10-76-610	.00	5.58	5.58
01/21	01/05/2021	180724	3500	MESQUITE LUMBER & SUPPLY	347541	1	10-65-610	.00	60.96	60.96
01/21	01/05/2021	180724	3500	MESQUITE LUMBER & SUPPLY	347553	1	52-40-610	.00	170.18	170.18
Total 180724:								.00		1,913.76
01/21	01/05/2021	180725	14943	MMSGs	17112028	1	31-49-560	.00	255.57	255.57
Total 180725:								.00		255.57
01/21	01/05/2021	180726	14526	MOAPA VALLEY TELEPHONE	DEC 20	1	10-47-310	.00	199.80	199.80
Total 180726:								.00		199.80
01/21	01/05/2021	180727	3653	MOUNT OLYMPUS WATERS, INC.	10217943 01	1	10-55-240	.00	6.29	6.29
01/21	01/05/2021	180727	3653	MOUNT OLYMPUS WATERS, INC.	10219318 01	1	10-54-240	.00	198.90	198.90
01/21	01/05/2021	180727	3653	MOUNT OLYMPUS WATERS, INC.	10219825 12	1	16-71-610	.00	20.55	20.55
Total 180727:								.00		225.74
01/21	01/05/2021	180728	14058	MTM CLEANING SERVICE	401	1	10-63-310	.00	1,350.00	1,350.00
01/21	01/05/2021	180728	14058	MTM CLEANING SERVICE	401	2	31-49-560	.00	700.00	700.00
Total 180728:								.00		2,050.00
01/21	01/05/2021	180729	16404	MXT MEDIA	1129	1	30-04-350	.00	7,297.03	7,297.03
Total 180729:								.00		7,297.03
01/21	01/05/2021	180730	17196	NEIL PACKER	1442	1	15-23200	.00	735.00	735.00
Total 180730:								.00		735.00
01/21	01/05/2021	180731	4031	NEVADA STATE CONTROLLER	1447	1	15-21390	.00	1,708.00	1,708.00
Total 180731:								.00		1,708.00

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
01/21	01/05/2021	180732	17195	NEWVIBE LLC	571	1	10-81-250	.00	120.00	120.00
01/21	01/05/2021	180732	17195	NEWVIBE LLC	572	1	10-81-250	.00	120.00	120.00
01/21	01/05/2021	180732	17195	NEWVIBE LLC	573	1	10-81-250	.00	360.00	360.00
Total 180732:								.00		600.00
01/21	01/05/2021	180733	4126	OFFICE DEPOT	1389580280	1	10-51-240	.00	23.99	23.99
01/21	01/05/2021	180733	4126	OFFICE DEPOT	1389943160	1	10-51-240	.00	27.74	27.74
01/21	01/05/2021	180733	4126	OFFICE DEPOT	1389943430	1	10-51-240	.00	7.18	7.18
Total 180733:								.00		58.91
01/21	01/05/2021	180734	10243	PRECISION AGGREGATE PRODUCTS LLC	56867	1	11-65-700	.00	351.00	351.00
Total 180734:								.00		351.00
01/21	01/05/2021	180735	4402	PRO GLASS & PAINT INC	8388	1	31-49-560	.00	3,963.01	3,963.01
01/21	01/05/2021	180735	4402	PRO GLASS & PAINT INC	8389	1	31-49-560	.00	4,222.91	4,222.91
01/21	01/05/2021	180735	4402	PRO GLASS & PAINT INC	8390	1	31-49-560	.00	3,567.41	3,567.41
01/21	01/05/2021	180735	4402	PRO GLASS & PAINT INC	8392	1	31-49-560	.00	205.94	205.94
01/21	01/05/2021	180735	4402	PRO GLASS & PAINT INC	8393	1	31-49-560	.00	245.94	245.94
01/21	01/05/2021	180735	4402	PRO GLASS & PAINT INC	8394	1	31-49-560	.00	59.30	59.30
01/21	01/05/2021	180735	4402	PRO GLASS & PAINT INC	8420	1	31-49-560	.00	6,140.50	6,140.50
01/21	01/05/2021	180735	4402	PRO GLASS & PAINT INC	8421	1	31-49-560	.00	5,890.50	5,890.50
01/21	01/05/2021	180735	4402	PRO GLASS & PAINT INC	8422	1	31-49-560	.00	11,192.50	11,192.50
01/21	01/05/2021	180735	4402	PRO GLASS & PAINT INC	8423	1	31-49-560	.00	6,418.50	6,418.50
01/21	01/05/2021	180735	4402	PRO GLASS & PAINT INC	8424	1	31-49-560	.00	5,890.50	5,890.50
01/21	01/05/2021	180735	4402	PRO GLASS & PAINT INC	8425	1	31-49-560	.00	11,192.50	11,192.50
Total 180735:								.00		58,989.51
01/21	01/05/2021	180736	4500	RELIANCE CONNECTS	DEC 2020	1	10-47-310	.00	1,159.70	1,159.70
01/21	01/05/2021	180736	4500	RELIANCE CONNECTS	DEC 2020	2	10-49-290	.00	1,111.68	1,111.68
01/21	01/05/2021	180736	4500	RELIANCE CONNECTS	DEC 2020	3	10-54-290	.00	950.58	950.58
01/21	01/05/2021	180736	4500	RELIANCE CONNECTS	DEC 2020	4	10-76-290	.00	830.68	830.68
01/21	01/05/2021	180736	4500	RELIANCE CONNECTS	DEC 2020	5	10-47-310	.00	533.14	533.14
01/21	01/05/2021	180736	4500	RELIANCE CONNECTS	DEC 2020	6	10-83-290	.00	544.00	544.00
01/21	01/05/2021	180736	4500	RELIANCE CONNECTS	DEC 2020	7	10-60-290	.00	154.06	154.06
01/21	01/05/2021	180736	4500	RELIANCE CONNECTS	DEC 2020	8	10-57-290	.00	130.77	130.77

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
01/21	01/05/2021	180736	4500	RELIANCE CONNECTS	DEC 2020	9	12-87-290	.00	123.03	123.03
01/21	01/05/2021	180736	4500	RELIANCE CONNECTS	DEC 2020	10	10-81-284	.00	116.45	116.45
01/21	01/05/2021	180736	4500	RELIANCE CONNECTS	DEC 2020	11	52-40-290	.00	97.57	97.57
01/21	01/05/2021	180736	4500	RELIANCE CONNECTS	DEC 2020	12	10-76-284	.00	77.02	77.02
01/21	01/05/2021	180736	4500	RELIANCE CONNECTS	DEC 2020	13	90-26113	.00	77.02	77.02
01/21	01/05/2021	180736	4500	RELIANCE CONNECTS	DEC 2020	14	10-54-284	.00	77.02	77.02
01/21	01/05/2021	180736	4500	RELIANCE CONNECTS	DEC 2020	15	10-51-290	.00	32.06	32.06
01/21	01/05/2021	180736	4500	RELIANCE CONNECTS	DEC 2020	16	10-82-290	.00	31.02	31.02
01/21	01/05/2021	180736	4500	RELIANCE CONNECTS	DEC 2020	17	16-71-290	.00	58.98	58.98
Total 180736:								.00		6,104.78
01/21	01/05/2021	180737	9029	ROYCE INDUSTRIES LC	LAS1005180	1	10-66-250	.00	149.37	149.37
Total 180737:								.00		149.37
01/21	01/05/2021	180738	17198	SHERRI GREBINOSKI	122920	1	31-49-560	.00	60.00	60.00
Total 180738:								.00		60.00
01/21	01/05/2021	180739	15611	SHRED-IT USA LLC	8181080489	1	10-54-310	.00	125.71	125.71
Total 180739:								.00		125.71
01/21	01/05/2021	180740	8282	SMITH'S CUSTOMER CHGS	015425-1	1	16-71-480	.00	124.39	124.39
01/21	01/05/2021	180740	8282	SMITH'S CUSTOMER CHGS	015874	1	16-71-480	.00	106.90	106.90
01/21	01/05/2021	180740	8282	SMITH'S CUSTOMER CHGS	016089	1	16-71-480	.00	9.99	9.99
01/21	01/05/2021	180740	8282	SMITH'S CUSTOMER CHGS	103684	1	16-71-480	.00	103.70	103.70
01/21	01/05/2021	180740	8282	SMITH'S CUSTOMER CHGS	109477	1	16-71-480	.00	28.92	28.92
01/21	01/05/2021	180740	8282	SMITH'S CUSTOMER CHGS	111740	1	16-71-480	.00	18.72	18.72
01/21	01/05/2021	180740	8282	SMITH'S CUSTOMER CHGS	131591	1	16-71-480	.00	23.92	23.92
01/21	01/05/2021	180740	8282	SMITH'S CUSTOMER CHGS	147883	1	16-71-610	.00	50.00	50.00
01/21	01/05/2021	180740	8282	SMITH'S CUSTOMER CHGS	148184	1	16-71-480	.00	141.35	141.35
01/21	01/05/2021	180740	8282	SMITH'S CUSTOMER CHGS	209905	1	16-71-480	.00	12.86	12.86
01/21	01/05/2021	180740	8282	SMITH'S CUSTOMER CHGS	525529	1	10-55-620	.00	7.98	7.98
Total 180740:								.00		628.73
01/21	01/05/2021	180741	15318	SOUTHERN UTAH POLYGRAPH	121720	1	10-54-320	.00	300.00	300.00

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 180741:								.00		300.00
01/21	01/05/2021	180742	8989	STAPLES ADVANTAGE	3464136340	1	10-57-240	.00	13.12	13.12
01/21	01/05/2021	180742	8989	STAPLES ADVANTAGE	3464600899	1	10-49-240	.00	114.48	114.48
01/21	01/05/2021	180742	8989	STAPLES ADVANTAGE	3464600899	2	10-61-240	.00	52.09	52.09
01/21	01/05/2021	180742	8989	STAPLES ADVANTAGE	3464600899	3	10-48-240	.00	41.63	41.63
01/21	01/05/2021	180742	8989	STAPLES ADVANTAGE	3464600900	1	10-57-240	.00	32.86	32.86
01/21	01/05/2021	180742	8989	STAPLES ADVANTAGE	3464665026	1	10-57-240	.00	6.68	6.68
01/21	01/05/2021	180742	8989	STAPLES ADVANTAGE	3464736688	1	10-57-240	.00	6.68-	6.68-
01/21	01/05/2021	180742	8989	STAPLES ADVANTAGE	3464736689	1	10-57-240	.00	3.39	3.39
01/21	01/05/2021	180742	8989	STAPLES ADVANTAGE	3465101465	1	52-40-610	.00	21.06	21.06
01/21	01/05/2021	180742	8989	STAPLES ADVANTAGE	3465101466	1	10-57-240	.00	35.99	35.99
01/21	01/05/2021	180742	8989	STAPLES ADVANTAGE	3465165805	1	10-81-240	.00	45.25	45.25
01/21	01/05/2021	180742	8989	STAPLES ADVANTAGE	3465220944	1	10-50-240	.00	73.10	73.10
01/21	01/05/2021	180742	8989	STAPLES ADVANTAGE	3465220945	1	10-50-240	.00	31.20	31.20
Total 180742:								.00		464.17
01/21	01/05/2021	180743	4000	STATE OF NEVADA	DEC 2020	1	15-21360	.00	754.00	754.00
01/21	01/05/2021	180743	4000	STATE OF NEVADA	DEC 2020	1	15-21320	.00	5,143.00	5,143.00
01/21	01/05/2021	180743	4000	STATE OF NEVADA	DEC 2020	1	15-23200	.00	125.00	125.00
01/21	01/05/2021	180743	4000	STATE OF NEVADA	DEC2020	1	15-21330	.00	540.00	540.00
Total 180743:								.00		6,562.00
01/21	01/05/2021	180744	1800	STATE OF NEVADA/Attn DEPT OF TAXATON	NOV 20	2	10-23145	.00	50,877.56	50,877.56
01/21	01/05/2021	180744	1800	STATE OF NEVADA/Attn DEPT OF TAXATON	NOV 2020	1	10-23120	.00	6,359.70	6,359.70
Total 180744:								.00		57,237.26
01/21	01/05/2021	180745	8579	STEPHEN WADE AUTO CENTER	5457149	1	10-66-250	.00	99.21	99.21
Total 180745:								.00		99.21
01/21	01/05/2021	180746	15170	SYNCB/AMAZON	4335439534	1	10-57-610	.00	229.98	229.98
01/21	01/05/2021	180746	15170	SYNCB/AMAZON	4344966734	1	10-47-240	.00	81.36-	81.36-
01/21	01/05/2021	180746	15170	SYNCB/AMAZON	4367588749	1	10-54-240	.00	69.98	69.98
01/21	01/05/2021	180746	15170	SYNCB/AMAZON	4373784755	1	31-49-560	.00	39.95	39.95

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
01/21	01/05/2021	180746	15170	SYNCB/AMAZON	4466496948	1	10-51-240	.00	14.49	14.49
01/21	01/05/2021	180746	15170	SYNCB/AMAZON	4564765434	1	10-47-240	.00	87.21	87.21
01/21	01/05/2021	180746	15170	SYNCB/AMAZON	4664583394	1	10-50-240	.00	47.56-	47.56-
01/21	01/05/2021	180746	15170	SYNCB/AMAZON	4664647438	1	10-43-240	.00	32.99	32.99
01/21	01/05/2021	180746	15170	SYNCB/AMAZON	4676859458	1	10-47-240	.00	81.36	81.36
01/21	01/05/2021	180746	15170	SYNCB/AMAZON	4677994638	1	10-54-610	.00	97.00	97.00
01/21	01/05/2021	180746	15170	SYNCB/AMAZON	4678493696	1	10-54-240	.00	29.99	29.99
01/21	01/05/2021	180746	15170	SYNCB/AMAZON	5383856777	1	10-57-250	.00	699.00	699.00
01/21	01/05/2021	180746	15170	SYNCB/AMAZON	5498469456	1	10-43-240	.00	17.92	17.92
01/21	01/05/2021	180746	15170	SYNCB/AMAZON	5893863548	1	10-57-250	.00	91.04	91.04
01/21	01/05/2021	180746	15170	SYNCB/AMAZON	5966386739	1	10-55-240	.00	34.99	34.99
01/21	01/05/2021	180746	15170	SYNCB/AMAZON	6368853787	1	31-49-560	.00	90.94	90.94
01/21	01/05/2021	180746	15170	SYNCB/AMAZON	6477347386	1	10-57-250	.00	261.44	261.44
01/21	01/05/2021	180746	15170	SYNCB/AMAZON	6477347386	2	10-57-240	.00	18.99	18.99
01/21	01/05/2021	180746	15170	SYNCB/AMAZON	6654934835	1	31-49-565	.00	25.98	25.98
01/21	01/05/2021	180746	15170	SYNCB/AMAZON	6697364948	1	10-57-250	.00	84.78	84.78
01/21	01/05/2021	180746	15170	SYNCB/AMAZON	6857557439	1	10-57-250	.00	91.04-	91.04-
01/21	01/05/2021	180746	15170	SYNCB/AMAZON	7356836488	1	10-47-240	.00	49.99	49.99
01/21	01/05/2021	180746	15170	SYNCB/AMAZON	7399569457	1	10-47-240	.00	26.90	26.90
01/21	01/05/2021	180746	15170	SYNCB/AMAZON	7496777357	1	10-47-240	.00	63.84	63.84
01/21	01/05/2021	180746	15170	SYNCB/AMAZON	7536353496	1	10-57-610	.00	103.94	103.94
01/21	01/05/2021	180746	15170	SYNCB/AMAZON	8689537696	1	10-47-240	.00	23.94	23.94
01/21	01/05/2021	180746	15170	SYNCB/AMAZON	8734345663	1	10-57-230	.00	462.06	462.06
01/21	01/05/2021	180746	15170	SYNCB/AMAZON	8783393676	1	10-54-610	.00	638.00	638.00
01/21	01/05/2021	180746	15170	SYNCB/AMAZON	9536597557	1	10-57-240	.00	10.97	10.97
01/21	01/05/2021	180746	15170	SYNCB/AMAZON	9596597875	1	10-57-250	.00	169.56	169.56
Total 180746:								.00		3,337.27
01/21	01/05/2021	180747	13211	SYSCO LAS VEGAS, INC	217547192	1	16-71-480	.00	1,590.32	1,590.32
01/21	01/05/2021	180747	13211	SYSCO LAS VEGAS, INC	217547193	1	16-71-485	.00	246.82	246.82
Total 180747:								.00		1,837.14
01/21	01/05/2021	180748	16566	TIRE'S WAREHOUSE LLC	SINV21-0979	1	10-66-245	.00	467.08	467.08
Total 180748:								.00		467.08
01/21	01/05/2021	180749	16674	T-MOBILE	122020	1	10-54-290	.00	446.25	446.25

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Total 180749:								.00		446.25
01/21	01/05/2021	180750	9976	U.S. DEPT. OF INTERIOR-BLM	2021013918	1	12-87-610	.00	230.00	230.00
Total 180750:								.00		230.00
01/21	01/05/2021	180751	5616	UNITED PARCEL SERVICE	00009E1629	1	10-49-240	.00	31.00	31.00
01/21	01/05/2021	180751	5616	UNITED PARCEL SERVICE	00009E1629	2	10-54-240	.00	8.76	8.76
01/21	01/05/2021	180751	5616	UNITED PARCEL SERVICE	00009E1629	3	10-57-240	.00	14.29	14.29
01/21	01/05/2021	180751	5616	UNITED PARCEL SERVICE	00009E1629	1	10-49-240	.00	62.00	62.00
01/21	01/05/2021	180751	5616	UNITED PARCEL SERVICE	00009E1629	2	10-54-240	.00	26.28	26.28
01/21	01/05/2021	180751	5616	UNITED PARCEL SERVICE	00009E1629	3	10-54-240	.00	38.75	38.75
Total 180751:								.00		181.08
01/21	01/05/2021	180752	9528	VERIZON WIRELESS	9869250848	1	10-70-290	.00	90.40	90.40
01/21	01/05/2021	180752	9528	VERIZON WIRELESS	9869250848	2	10-50-290	.00	73.28	73.28
01/21	01/05/2021	180752	9528	VERIZON WIRELESS	9869250848	3	30-02-290	.00	36.20	36.20
01/21	01/05/2021	180752	9528	VERIZON WIRELESS	9869250848	4	30-01-290	.00	36.20	36.20
01/21	01/05/2021	180752	9528	VERIZON WIRELESS	9869250848	5	10-43-290	.00	139.68	139.68
01/21	01/05/2021	180752	9528	VERIZON WIRELESS	9869250848	6	10-41-290	.00	109.91	109.91
01/21	01/05/2021	180752	9528	VERIZON WIRELESS	9869250848	7	15-40-370	.00	86.14	86.14
01/21	01/05/2021	180752	9528	VERIZON WIRELESS	9869250848	8	15-60-350	.00	60.68	60.68
01/21	01/05/2021	180752	9528	VERIZON WIRELESS	9869250848	9	10-61-290	.00	169.61	169.61
01/21	01/05/2021	180752	9528	VERIZON WIRELESS	9869250848	10	10-46-290	.00	40.05	40.05
01/21	01/05/2021	180752	9528	VERIZON WIRELESS	9869250848	11	10-57-290	.00	705.61	705.61
01/21	01/05/2021	180752	9528	VERIZON WIRELESS	9869250848	12	10-57-290	.00	457.82	457.82
01/21	01/05/2021	180752	9528	VERIZON WIRELESS	9869250848	13	10-48-290	.00	45.20	45.20
01/21	01/05/2021	180752	9528	VERIZON WIRELESS	9869250848	14	10-47-290	.00	174.72	174.72
01/21	01/05/2021	180752	9528	VERIZON WIRELESS	9869250848	15	10-76-290	.00	106.88	106.88
01/21	01/05/2021	180752	9528	VERIZON WIRELESS	9869250848	16	10-54-290	.00	1,292.85	1,292.85
01/21	01/05/2021	180752	9528	VERIZON WIRELESS	9869250848	17	10-54-290	.00	1,312.42	1,312.42
01/21	01/05/2021	180752	9528	VERIZON WIRELESS	9869250848	18	23-85-290	.00	360.99	360.99
01/21	01/05/2021	180752	9528	VERIZON WIRELESS	9869250848	19	23-85-290	.00	348.11	348.11
01/21	01/05/2021	180752	9528	VERIZON WIRELESS	9869250848	20	52-40-290	.00	362.03	362.03
01/21	01/05/2021	180752	9528	VERIZON WIRELESS	9869250848	21	10-63-290	.00	73.28	73.28
01/21	01/05/2021	180752	9528	VERIZON WIRELESS	9869250848	22	10-66-290	.00	21.30	21.30
01/21	01/05/2021	180752	9528	VERIZON WIRELESS	9869250848	23	10-65-290	.00	109.14	109.14

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01/21	01/05/2021	180752	9528	VERIZON WIRELESS	9869250848	24	10-81-290	.00	463.84	463.84
01/21	01/05/2021	180752	9528	VERIZON WIRELESS	9869250848	25	16-71-290	.00	133.08	133.08
01/21	01/05/2021	180752	9528	VERIZON WIRELESS	9869250848	26	10-47-260	.00	617.57	617.57
Total 180752:								.00		7,426.99
01/21	01/05/2021	180753	14455	VERNA CARNESECCA	201228-35	1	10-54-310	.00	100.00	100.00
Total 180753:								.00		100.00
01/21	01/05/2021	180754	12230	VIEW ON MESQUITE, LLC	6973	1	30-04-350	.00	2,850.00	2,850.00
Total 180754:								.00		2,850.00
01/21	01/05/2021	180755	8034	WALMART STORES, INC.	0322007834	1	10-50-240	.00	24.88	24.88
01/21	01/05/2021	180755	8034	WALMART STORES, INC.	0344008151	1	10-56-610	.00	47.88	47.88
01/21	01/05/2021	180755	8034	WALMART STORES, INC.	0350002505	1	10-81-480	.00	34.82	34.82
Total 180755:								.00		107.58
01/21	01/05/2021	10521001	13280	1000 BULBS.COM	W02485476	1	13-40-450	.00	198.96	198.96
Total 10521001:								.00		198.96
01/21	01/05/2021	10521002	3655	AIRGAS USA LLC	9107966256	1	10-57-615	.00	147.28	147.28
Total 10521002:								.00		147.28
01/21	01/05/2021	10521003	11611	ALLAN LITMAN	DEC 2020	1	17-80-310	.00	33.00	33.00
Total 10521003:								.00		33.00
01/21	01/05/2021	10521004	8756	ALSCO	LSTG932590	1	10-66-610	.00	29.22	29.22
01/21	01/05/2021	10521004	8756	ALSCO	LSTG933579	1	16-71-485	.00	131.28	131.28
01/21	01/05/2021	10521004	8756	ALSCO	LSTG933585	1	10-66-610	.00	46.82	46.82
01/21	01/05/2021	10521004	8756	ALSCO	LSTG933595	1	10-60-310	.00	51.80	51.80
Total 10521004:								.00		259.12

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01/21	01/05/2021	10521005	1017	AMERIGAS - ST GEORGE	3115325517	1	17-80-610	.00	941.26	941.26
01/21	01/05/2021	10521005	1017	AMERIGAS - ST GEORGE	3115560284	1	10-63-280	.00	151.40	151.40
01/21	01/05/2021	10521005	1017	AMERIGAS - ST GEORGE	3115560289	1	10-63-280	.00	1,220.91	1,220.91
01/21	01/05/2021	10521005	1017	AMERIGAS - ST GEORGE	3115560294	1	17-80-610	.00	469.73	469.73
01/21	01/05/2021	10521005	1017	AMERIGAS - ST GEORGE	3115765194	1	10-63-280	.00	1,176.22	1,176.22
Total 10521005:								.00		3,959.52
01/21	01/05/2021	10521006	2430	ANDERSON HERITAGE ELECTRIC INC	15747	1	52-40-610	.00	93.00	93.00
01/21	01/05/2021	10521006	2430	ANDERSON HERITAGE ELECTRIC INC	15748	1	52-40-610	.00	1,054.00	1,054.00
01/21	01/05/2021	10521006	2430	ANDERSON HERITAGE ELECTRIC INC	15749	1	10-65-610	.00	65.00	65.00
01/21	01/05/2021	10521006	2430	ANDERSON HERITAGE ELECTRIC INC	15750	1	31-49-560	.00	5,395.00	5,395.00
01/21	01/05/2021	10521006	2430	ANDERSON HERITAGE ELECTRIC INC	15767	1	10-76-610	.00	351.00	351.00
01/21	01/05/2021	10521006	2430	ANDERSON HERITAGE ELECTRIC INC	15769	1	10-65-250	.00	160.00	160.00
01/21	01/05/2021	10521006	2430	ANDERSON HERITAGE ELECTRIC INC	15778	1	10-65-250	.00	150.00	150.00
01/21	01/05/2021	10521006	2430	ANDERSON HERITAGE ELECTRIC INC	15779	1	10-65-250	.00	314.50	314.50
01/21	01/05/2021	10521006	2430	ANDERSON HERITAGE ELECTRIC INC	15780	1	52-40-610	.00	365.00	365.00
Total 10521006:								.00		7,947.50
01/21	01/05/2021	10521007	15600	ANN M MURPHY	DEC 2020	1	17-80-310	.00	288.00	288.00
Total 10521007:								.00		288.00
01/21	01/05/2021	10521008	11104	ASSESSMENT MANAGEMENT GRP INC	AMG 1158	1	83-82-010	.00	5,701.93	5,701.93
01/21	01/05/2021	10521008	11104	ASSESSMENT MANAGEMENT GRP INC	AMG1185	1	83-81-010	.00	853.87	853.87
Total 10521008:								.00		6,555.80
01/21	01/05/2021	10521009	13237	BDP INDUSTRIES INC	12669	1	52-40-620	.00	1,437.93	1,437.93
Total 10521009:								.00		1,437.93
01/21	01/05/2021	10521010	12190	BETTY KING	DECEMBER	1	16-71-310	.00	566.40	566.40
Total 10521010:								.00		566.40
01/21	01/05/2021	10521011	1150	BULLOCH BROTHERS INC	1150	1	45-40-775	.00	3,975.00	3,975.00
01/21	01/05/2021	10521011	1150	BULLOCH BROTHERS INC	408064	1	45-40-773	.00	7,183.00	7,183.00

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Total 10521011:								.00		11,158.00
01/21	01/05/2021	10521012	16081	CHRISTINA S. RALSTON	DEC 2020	1	17-80-310	.00	560.00	560.00
Total 10521012:								.00		560.00
01/21	01/05/2021	10521013	1608	CLARK CO. DEPT. OF FINANCE	DEC 2020	1	10-23240	.00	49,000.00	49,000.00
01/21	01/05/2021	10521013	1608	CLARK CO. DEPT. OF FINANCE	NOV 20	1	10-23130	.00	16,959.19	16,959.19
Total 10521013:								.00		65,959.19
01/21	01/05/2021	10521014	8634	CLARK CO. TREASURE	NOV 2020	1	10-23140	.00	16,959.19	16,959.19
01/21	01/05/2021	10521014	8634	CLARK CO. TREASURE	NOV 2020	2	10-23140	.00	10,599.49	10,599.49
Total 10521014:								.00		27,558.68
01/21	01/05/2021	10521015	16420	CLARK COUNTY PRINTING & MAILING INC	98795	1	90-26130	.00	2,085.46	2,085.46
01/21	01/05/2021	10521015	16420	CLARK COUNTY PRINTING & MAILING INC	98798	1	10-63-610	.00	20.00	20.00
01/21	01/05/2021	10521015	16420	CLARK COUNTY PRINTING & MAILING INC	98799	1	52-40-610	.00	487.00	487.00
01/21	01/05/2021	10521015	16420	CLARK COUNTY PRINTING & MAILING INC	CO000622	1	90-26130	.00	36.00	36.00
Total 10521015:								.00		2,628.46
01/21	01/05/2021	10521016	17191	CODE 3 ASSOCIATES INC	3260	1	10-70-230	.00	500.00	500.00
Total 10521016:								.00		500.00
01/21	01/05/2021	10521017	12536	D.A.T. MANAGEMENT	431233	1	52-40-610	.00	49.00	49.00
Total 10521017:								.00		49.00
01/21	01/05/2021	10521018	11236	DFA DAIRY BRANDS CORPORATE, LLC.	59633815	1	16-71-480	.00	283.06	283.06
01/21	01/05/2021	10521018	11236	DFA DAIRY BRANDS CORPORATE, LLC.	59633901	1	16-71-480	.00	296.06	296.06
01/21	01/05/2021	10521018	11236	DFA DAIRY BRANDS CORPORATE, LLC.	59633918	1	16-71-480	.00	414.90	414.90
Total 10521018:								.00		994.02
01/21	01/05/2021	10521019	14274	FRESHAIRE/AIREMASTER	100240	1	10-81-610	.00	70.00	70.00

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01/21	01/05/2021	10521019	14274	FRESHAIRE/AIREMASTER	100251	1	10-63-610	.00	10.50	10.50
01/21	01/05/2021	10521019	14274	FRESHAIRE/AIREMASTER	100539	1	10-81-610	.00	70.00	70.00
Total 10521019:								.00		150.50
01/21	01/05/2021	10521020	10783	GOT BUGS? LLC	44488	1	10-63-310	.00	400.00	400.00
Total 10521020:								.00		400.00
01/21	01/05/2021	10521021	16474	GRIMCO INC	025469502-0	1	10-81-610	.00	100.28	100.28
Total 10521021:								.00		100.28
01/21	01/05/2021	10521022	17192	GTECH FITNESS INC	26452	1	10-54-610	.00	999.00	999.00
Total 10521022:								.00		999.00
01/21	01/05/2021	10521023	9347	HARTWELL FAMILY PRACTICE	20201217	1	10-54-320	.00	450.00	450.00
Total 10521023:								.00		450.00
01/21	01/05/2021	10521024	15883	HAYLEE BENGLAN	DEC 2020	1	17-80-310	.00	4,868.50	4,868.50
Total 10521024:								.00		4,868.50
01/21	01/05/2021	10521025	15348	IRVING WILSON	123020	1	10-65-610	.00	58.25	58.25
Total 10521025:								.00		58.25
01/21	01/05/2021	10521026	15504	ITSAVVY LLC	01230111CR	1	97-40-047	.00	289.67-	289.67-
01/21	01/05/2021	10521026	15504	ITSAVVY LLC	01233031	1	31-49-565	.00	2,032.14	2,032.14
01/21	01/05/2021	10521026	15504	ITSAVVY LLC	01234894	1	31-49-565	.00	229.28	229.28
01/21	01/05/2021	10521026	15504	ITSAVVY LLC	01235087	1	10-49-250	.00	176.41	176.41
01/21	01/05/2021	10521026	15504	ITSAVVY LLC	3435723M	1	31-49-565	.00	5,732.94	5,732.94
Total 10521026:								.00		7,881.10
01/21	01/05/2021	10521027	13293	JAMES E. GUESMAN	PDEF0009	1	10-52-480	.00	4,000.00	4,000.00

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Total 10521027:								.00		4,000.00
01/21	01/05/2021	10521028	17199	JASON WITTWER	122920	1	10-57-230	.00	34.00	34.00
Total 10521028:								.00		34.00
01/21	01/05/2021	10521029	14171	JESSICA BUCKLIN	DEC 2020	1	17-80-310	.00	469.00	469.00
Total 10521029:								.00		469.00
01/21	01/05/2021	10521030	13999	JO ANNE F SMITH	DECEMBER	1	16-71-310	.00	288.00	288.00
Total 10521030:								.00		288.00
01/21	01/05/2021	10521031	14201	JORDAN BUNDY	12182020	1	10-54-610	.00	118.72	118.72
Total 10521031:								.00		118.72
01/21	01/05/2021	10521032	10984	KOKOPELLI LANDSCAPING	137243	1	10-76-310	.00	140.69	140.69
Total 10521032:								.00		140.69
01/21	01/05/2021	10521033	8729	KRUGER	20000923 RI	1	52-40-620	.00	2,288.40	2,288.40
Total 10521033:								.00		2,288.40
01/21	01/05/2021	10521034	9979	LARRY LEMIEUX	010421	1	12-87-310	.00	3,225.57	3,225.57
01/21	01/05/2021	10521034	9979	LARRY LEMIEUX	010421	2	12-87-695	.00	195.90-	195.90-
01/21	01/05/2021	10521034	9979	LARRY LEMIEUX	010421WC	1	12-87-610	.00	51.13-	51.13-
Total 10521034:								.00		2,978.54
01/21	01/05/2021	10521035	3000	LAS VEGAS CONVENTION AUTHORITY	DEC 20	1	10-23100	.00	3,153.50	3,153.50
01/21	01/05/2021	10521035	3000	LAS VEGAS CONVENTION AUTHORITY	NOV 2020	1	10-23110	.00	67,836.75	67,836.75
01/21	01/05/2021	10521035	3000	LAS VEGAS CONVENTION AUTHORITY	NOV20	1	10-23115	.00	8,479.59	8,479.59
Total 10521035:								.00		79,469.84

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01/21	01/05/2021	10521036	9899	MADISON NATIONAL LIFE INS. CO	1424022	1	10-22510	.00	5,675.23	5,675.23
Total 10521036:								.00		5,675.23
01/21	01/05/2021	10521037	16286	MAUREEN MCFARLAND	DEC 2020	1	17-80-310	.00	208.00	208.00
Total 10521037:								.00		208.00
01/21	01/05/2021	10521038	11650	MESQUITE FORD	196369	1	10-66-250	.00	1,132.25	1,132.25
Total 10521038:								.00		1,132.25
01/21	01/05/2021	10521039	14391	MESQUITE REGION ECONOMIC DEVELOPMENT	2020-16	1	43-40-310	.00	11,083.33	11,083.33
Total 10521039:								.00		11,083.33
01/21	01/05/2021	10521040	3580	MORCON INDUSTRIAL SPECIALTY	0004888-IN	1	31-49-560	.00	2,602.46	2,602.46
01/21	01/05/2021	10521040	3580	MORCON INDUSTRIAL SPECIALTY	0004888-IN	2	31-49-560	.00	535.94	535.94
01/21	01/05/2021	10521040	3580	MORCON INDUSTRIAL SPECIALTY	0004890-IN	1	10-81-610	.00	2,038.39	2,038.39
01/21	01/05/2021	10521040	3580	MORCON INDUSTRIAL SPECIALTY	0004928-IN	1	52-40-610	.00	99.45	99.45
01/21	01/05/2021	10521040	3580	MORCON INDUSTRIAL SPECIALTY	0004935-IN	1	16-71-250	.00	775.85	775.85
01/21	01/05/2021	10521040	3580	MORCON INDUSTRIAL SPECIALTY	0004936-IN	1	31-49-560	.00	1,524.59	1,524.59
01/21	01/05/2021	10521040	3580	MORCON INDUSTRIAL SPECIALTY	0004975-IN	1	10-63-610	.00	232.68	232.68
01/21	01/05/2021	10521040	3580	MORCON INDUSTRIAL SPECIALTY	0004982-IN	1	31-49-560	.00	762.30	762.30
01/21	01/05/2021	10521040	3580	MORCON INDUSTRIAL SPECIALTY	0004983-IN	1	10-63-610	.00	249.94	249.94
01/21	01/05/2021	10521040	3580	MORCON INDUSTRIAL SPECIALTY	0004996-IN	1	52-40-610	.00	263.57	263.57
01/21	01/05/2021	10521040	3580	MORCON INDUSTRIAL SPECIALTY	0005007-IN	1	10-65-610	.00	939.33	939.33
01/21	01/05/2021	10521040	3580	MORCON INDUSTRIAL SPECIALTY	0005008-IN	1	10-66-610	.00	71.95	71.95
01/21	01/05/2021	10521040	3580	MORCON INDUSTRIAL SPECIALTY	0005021-IN	1	10-81-610	.00	104.32	104.32
01/21	01/05/2021	10521040	3580	MORCON INDUSTRIAL SPECIALTY	0005027-IN	1	10-76-610	.00	1,034.98	1,034.98
Total 10521040:								.00		11,235.75
01/21	01/05/2021	10521041	14046	NIKKI OWSLEY	DEC 2020	1	17-80-310	.00	112.00	112.00
Total 10521041:								.00		112.00
01/21	01/05/2021	10521042	11404	OLIVER PRODUCTS CO.	110744	1	16-71-485	.00	144.12	144.12
01/21	01/05/2021	10521042	11404	OLIVER PRODUCTS CO.	110995	1	16-71-485	.00	216.18	216.18

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Total 10521042:								.00		360.30
01/21	01/05/2021	10521043	16629	SARAH LEAVITT	DEC 2020	1	17-80-310	.00	2,264.00	2,264.00
Total 10521043:								.00		2,264.00
01/21	01/05/2021	10521044	13011	SILVERSTATE ANALYTICAL LAB	LV262802	1	52-40-310	.00	453.00	453.00
01/21	01/05/2021	10521044	13011	SILVERSTATE ANALYTICAL LAB	LV263003	1	52-40-310	.00	453.00	453.00
01/21	01/05/2021	10521044	13011	SILVERSTATE ANALYTICAL LAB	LV263287	1	52-40-310	.00	453.00	453.00
01/21	01/05/2021	10521044	13011	SILVERSTATE ANALYTICAL LAB	LV263448	1	52-40-310	.00	453.00	453.00
Total 10521044:								.00		1,812.00
01/21	01/05/2021	10521045	14502	SIMPLIFILE	1500254354	1	10-44-310	.00	44.00	44.00
Total 10521045:								.00		44.00
01/21	01/05/2021	10521046	14500	STOTZ EQUIPMENT	P30006	1	10-66-250	.00	54.54	54.54
Total 10521046:								.00		54.54
01/21	01/05/2021	10521047	14640	SUNRISE ENGINEERING INC	0114137	1	20-76-805	.00	7,500.00	7,500.00
Total 10521047:								.00		7,500.00
01/21	01/05/2021	10521048	5224	SUNRISE ENVIRONMENTAL	117289	1	10-70-610	.00	423.82	423.82
01/21	01/05/2021	10521048	5224	SUNRISE ENVIRONMENTAL	117369	1	10-70-610	.00	1,091.95	1,091.95
Total 10521048:								.00		1,515.77
01/21	01/05/2021	10521049	14879	SUSAN LOE	DECEMBER	1	16-71-310	.00	94.50	94.50
Total 10521049:								.00		94.50
01/21	01/05/2021	10521050	9127	TEAMSTERS SEC. FUND #14	FEB 2021	1	10-22500	.00	84,335.00	84,335.00
01/21	01/05/2021	10521050	9127	TEAMSTERS SEC. FUND #14	FEB 21	1	10-22500	.00	55,110.00	55,110.00

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Total 10521050:								.00		139,445.00
01/21	01/05/2021	10521051	5290	THATCHER COMPANY	5064650	1	10-81-610	.00	1,462.31	1,462.31
01/21	01/05/2021	10521051	5290	THATCHER COMPANY	5064652	1	52-40-480	.00	4,752.00	4,752.00
01/21	01/05/2021	10521051	5290	THATCHER COMPANY	5064789	1	10-81-610	.00	371.25	371.25
Total 10521051:								.00		6,585.56
01/21	01/05/2021	10521052	15287	TINK'S SUPERIOR AUTO PARTS	113563	1	10-66-250	.00	1.82	1.82
01/21	01/05/2021	10521052	15287	TINK'S SUPERIOR AUTO PARTS	113593	1	10-66-250	.00	219.58	219.58
01/21	01/05/2021	10521052	15287	TINK'S SUPERIOR AUTO PARTS	113717	1	10-66-250	.00	1,086.52	1,086.52
01/21	01/05/2021	10521052	15287	TINK'S SUPERIOR AUTO PARTS	113881	1	10-76-610	.00	62.49	62.49
01/21	01/05/2021	10521052	15287	TINK'S SUPERIOR AUTO PARTS	113909	1	10-66-250	.00	59.67	59.67
01/21	01/05/2021	10521052	15287	TINK'S SUPERIOR AUTO PARTS	113918	1	10-57-615	.00	23.16	23.16
01/21	01/05/2021	10521052	15287	TINK'S SUPERIOR AUTO PARTS	113937	1	10-66-250	.00	41.40	41.40
01/21	01/05/2021	10521052	15287	TINK'S SUPERIOR AUTO PARTS	114017	1	10-66-250	.00	36.74	36.74
01/21	01/05/2021	10521052	15287	TINK'S SUPERIOR AUTO PARTS	114122	1	10-66-250	.00	11.17	11.17
01/21	01/05/2021	10521052	15287	TINK'S SUPERIOR AUTO PARTS	114172	1	10-66-250	.00	44.09	44.09
01/21	01/05/2021	10521052	15287	TINK'S SUPERIOR AUTO PARTS	114369	1	10-66-480	.00	63.43	63.43
01/21	01/05/2021	10521052	15287	TINK'S SUPERIOR AUTO PARTS	114415	1	10-66-250	.00	65.32	65.32
01/21	01/05/2021	10521052	15287	TINK'S SUPERIOR AUTO PARTS	114459	1	10-66-250	.00	55.24	55.24
01/21	01/05/2021	10521052	15287	TINK'S SUPERIOR AUTO PARTS	114547	1	10-66-250	.00	29.18	29.18
01/21	01/05/2021	10521052	15287	TINK'S SUPERIOR AUTO PARTS	114657	1	10-66-250	.00	197.94	197.94
Total 10521052:								.00		1,997.75
01/21	01/05/2021	10521053	14483	TREES DONE RIGHT	527	1	10-76-310	.00	2,300.00	2,300.00
Total 10521053:								.00		2,300.00
01/21	01/05/2021	10521054	8770	US. FOODSERVICE - L.V. DIV.	5232850	1	16-71-485	.00	355.00	355.00
01/21	01/05/2021	10521054	8770	US. FOODSERVICE - L.V. DIV.	5232851	1	16-71-480	.00	2,241.61	2,241.61
01/21	01/05/2021	10521054	8770	US. FOODSERVICE - L.V. DIV.	5416969	1	16-71-480	.00	1,585.59	1,585.59
Total 10521054:								.00		4,182.20
01/21	01/05/2021	10521055	15506	VEGAS ELECTRIC SUPPLY CO	4094-694257	1	10-65-250	.00	141.04	141.04

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 10521055:								.00		141.04
01/21	01/05/2021	10521056	5900	VIRGIN VALLEY DISPOSAL	20203112	1	10-73-260	.00	257,914.24	257,914.24
01/21	01/05/2021	10521056	5900	VIRGIN VALLEY DISPOSAL	22743908	1	52-40-310	.00	2,943.97	2,943.97
01/21	01/05/2021	10521056	5900	VIRGIN VALLEY DISPOSAL	22743909	1	10-73-310	.00	4,603.67	4,603.67
Total 10521056:								.00		265,461.88
01/21	01/05/2021	10521057	8748	VIRGIN VALLEY VETERINARY HOSP.	286582	1	10-54-610	.00	59.82	59.82
01/21	01/05/2021	10521057	8748	VIRGIN VALLEY VETERINARY HOSP.	306797	1	10-54-610	.00	114.96	114.96
01/21	01/05/2021	10521057	8748	VIRGIN VALLEY VETERINARY HOSP.	306999	1	10-70-310	.00	13.97	13.97
01/21	01/05/2021	10521057	8748	VIRGIN VALLEY VETERINARY HOSP.	307329	1	10-70-310	.00	13.97	13.97
Total 10521057:								.00		202.72
01/21	01/05/2021	10521058	5901	VIRGIN VALLEY WATER DISTRICT	DEC 2020	1	10-49-282	.00	529.41	529.41
01/21	01/05/2021	10521058	5901	VIRGIN VALLEY WATER DISTRICT	DEC 2020	2	10-55-282	.00	630.64	630.64
01/21	01/05/2021	10521058	5901	VIRGIN VALLEY WATER DISTRICT	DEC 2020	3	10-54-282	.00	346.07	346.07
01/21	01/05/2021	10521058	5901	VIRGIN VALLEY WATER DISTRICT	DEC 2020	4	10-57-282	.00	604.89	604.89
01/21	01/05/2021	10521058	5901	VIRGIN VALLEY WATER DISTRICT	DEC 2020	5	10-65-282	.00	206.15	206.15
01/21	01/05/2021	10521058	5901	VIRGIN VALLEY WATER DISTRICT	DEC 2020	6	10-66-282	.00	162.03	162.03
01/21	01/05/2021	10521058	5901	VIRGIN VALLEY WATER DISTRICT	DEC 2020	7	10-76-282	.00	16,555.73	16,555.73
01/21	01/05/2021	10521058	5901	VIRGIN VALLEY WATER DISTRICT	DEC 2020	8	10-81-282	.00	5,078.82	5,078.82
01/21	01/05/2021	10521058	5901	VIRGIN VALLEY WATER DISTRICT	DEC 2020	9	10-82-282	.00	34.00	34.00
01/21	01/05/2021	10521058	5901	VIRGIN VALLEY WATER DISTRICT	DEC 2020	10	10-83-282	.00	472.28	472.28
01/21	01/05/2021	10521058	5901	VIRGIN VALLEY WATER DISTRICT	DEC 2020	11	12-87-282	.00	239.97	239.97
01/21	01/05/2021	10521058	5901	VIRGIN VALLEY WATER DISTRICT	DEC 2020	12	16-71-282	.00	242.03	242.03
01/21	01/05/2021	10521058	5901	VIRGIN VALLEY WATER DISTRICT	DEC 2020	13	10-65-282	.00	634.20	634.20
01/21	01/05/2021	10521058	5901	VIRGIN VALLEY WATER DISTRICT	DEC 2020	14	10-38-701	.00	244.09	244.09
01/21	01/05/2021	10521058	5901	VIRGIN VALLEY WATER DISTRICT	DEC 2020	15	25-85-700	.00	18.60	18.60
01/21	01/05/2021	10521058	5901	VIRGIN VALLEY WATER DISTRICT	DEC 2020	16	52-40-620	.00	524.91	524.91
01/21	01/05/2021	10521058	5901	VIRGIN VALLEY WATER DISTRICT	OCT 20	1	52-21400	.00	50,505.17	50,505.17
Total 10521058:								.00		77,028.99
01/21	01/05/2021	10521059	14218	WARREN B HARDY II	2101	1	10-41-310	.00	2,000.00	2,000.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 10521059:								.00		2,000.00
01/21	01/05/2021	10521060	10896	WESTECH	79521	1	52-40-620	.00	8,266.00	8,266.00
Total 10521060:								.00		8,266.00
01/21	01/05/2021	10521061	14712	WESTERN ENVIRONMENTAL TESTING	128945	1	52-40-310	.00	68.26	68.26
01/21	01/05/2021	10521061	14712	WESTERN ENVIRONMENTAL TESTING	129177	1	52-40-310	.00	68.26	68.26
01/21	01/05/2021	10521061	14712	WESTERN ENVIRONMENTAL TESTING	129296	1	52-40-310	.00	59.61	59.61
01/21	01/05/2021	10521061	14712	WESTERN ENVIRONMENTAL TESTING	129337	1	52-40-310	.00	59.61	59.61
Total 10521061:								.00		255.74
01/21	01/05/2021	10521062	10874	WHEELER MACHINERY	SC00001228	1	10-63-310	.00	1,793.40-	1,793.40-
01/21	01/05/2021	10521062	10874	WHEELER MACHINERY	SC00001228	1	10-63-310	.00	752.06-	752.06-
01/21	01/05/2021	10521062	10874	WHEELER MACHINERY	SC00001228	1	10-63-310	.00	777.06-	777.06-
01/21	01/05/2021	10521062	10874	WHEELER MACHINERY	SS00030268	1	10-63-310	.00	1,793.40	1,793.40
01/21	01/05/2021	10521062	10874	WHEELER MACHINERY	SS00030819	1	10-63-310	.00	1,000.00	1,000.00
01/21	01/05/2021	10521062	10874	WHEELER MACHINERY	SS00030819	1	10-63-310	.00	348.00	348.00
01/21	01/05/2021	10521062	10874	WHEELER MACHINERY	SS00030819	1	10-63-310	.00	348.00	348.00
Total 10521062:								.00		166.88
01/21	01/05/2021	10521063	17069	WILLIAM R EDMISTON	3014-1	1	25-85-620	.00	4,800.00	4,800.00
Total 10521063:								.00		4,800.00
01/21	01/05/2021	10521064	17076	WRIGHT LINE LLC	004137269	1	31-49-740	.00	21,468.47	21,468.47
01/21	01/05/2021	10521064	17076	WRIGHT LINE LLC	004137410	1	31-49-740	.00	8,002.00	8,002.00
Total 10521064:								.00		29,470.47
01/21	01/07/2021	10721001	13651	MIRIAM C FLORES	010721	1	10-51-310	.00	350.00	350.00
Total 10721001:								.00		350.00
12/20	12/29/2020	122120013	16420	CLARK COUNTY PRINTING & MAILING INC	000622CO	1	90-26130	.00	36.00-	36.00- V

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 122120013:								.00		36.00-
12/20	12/30/2020	123020001	17190	D THAI BISTRO LLC	122220	1	31-49-570	.00	10,000.00	10,000.00
Total 123020001:								.00		10,000.00
12/20	12/30/2020	123020002	17164	ERIKA ANNE KUTA MARLER	123020	1	30-14-350	.00	935.38	935.38
Total 123020002:								.00		935.38
12/20	12/30/2020	123020003	10783	GOT BUGS? LLC	122320	1	31-49-570	.00	10,000.00	10,000.00
Total 123020003:								.00		10,000.00
12/20	12/30/2020	123020004	16538	HOLE FOODS BAKERY LLC	122320	1	31-49-570	.00	8,318.00	8,318.00
12/20	12/30/2020	123020004	16538	HOLE FOODS BAKERY LLC	12232020	1	30-12-350	.00	1,407.00	1,407.00
Total 123020004:								.00		9,725.00
12/20	12/30/2020	123020005	17122	TABLE OF CONTENTS	122820	1	30-12-350	.00	1,407.00	1,407.00
Total 123020005:								.00		1,407.00
12/20	12/30/2020	123020006	17124	THAI HOUSE PROPERTIES, LLC	122320	1	31-49-570	.00	10,000.00	10,000.00
12/20	12/30/2020	123020006	17124	THAI HOUSE PROPERTIES, LLC	123020	1	30-12-350	.00	1,386.00	1,386.00
Total 123020006:								.00		11,386.00
Grand Totals:								.00		1,256,149.6

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Report type: GL detail



Technical Review Meeting Agenda Item Report

Submitted by: Dodie Melendez
Submitting Department: Finance
Meeting Date: January 19, 2021

Subject:

Monthly Financial Report and other matters related thereto.

- Public Comment
- Discussion and Possible Action

Recommendation:

Approve the Monthly Financial Report.

Petitioner:

Dodie Melendez, Finance Director

Is this a budgeted item?

Yes

Fiscal Impact:

NA

Background:

The report will be available in the Council meeting agenda packet.

Attachments:

-



Technical Review Meeting Agenda Item Report

Submitted by: Jesselyn Leavitt
Submitting Department: Development Services
Meeting Date: January 19, 2021

Subject:

Consideration of Approval of a Restaurant with Bar Liquor License for Mad Mike's Bar & Grill, located at 551 West Mesquite Boulevard.

- Public Comment
- Discussion and Possible Action

Recommendation:

Approve the liquor license contingent upon a Findings of Suitability issued by Mesquite Police Department following the background check.

Petitioner:

Jesselyn Leavitt

Is this a budgeted item?

No

Fiscal Impact:

Continued revenue to 10-32-110

Background:

Mad Mike's is taking over what used to be VJ's. Staff recommends approving the liquor license for the new establishment contingent upon a Findings of Suitability being issued by Mesquite Police Department upon conclusion of the background check.

Attachments:

- [Mad Mike's Liquor License App.pdf](#)



CITY OF MESQUITE LIQUOR LICENSE APPLICATION

To: The City Council, City of Mesquite, Nevada:

The Undersigned Hereby Applies for the Following License or Licenses, and if Granted Will Accept Same, Subject to all Terms, Regulations and Provisions of the Ordinance or Regulation Under Which it is Granted.

Please type or print all information. If more space is required, please attach separate sheet.

M+S Investment LLC - Mad Mike's Bar & Grill
NAME OF APPLICANT **DBA-BUSINESS NAME AS IT SHOULD APPEAR ON LICENSE**
551 W Mesquite Blvd Mesquite 702-469-8734
BUSINESS PHYSICAL ADDRESS (Number, Street, Zip) **BUSINESS TELEPHONE**
Same as above
BUSINESS MAILING ADDRESS
Sun Valley Plaza-551 W Mesquite Blvd
NAME AND ADDRESS OF PROPERTY OWNER

1. Type of Organization:

Corporation	_____	General Partnership	_____
Limited Liability Corporation	☒	Limited Liability Partnership	_____
Limited Partnership	_____	Sole Proprietor	_____
Other Please Describe	_____		

2. If a Foreign Corporation:

Organized under the Laws of Which State: _____ When? _____

3. Name & Address of Corporate Resident Agent: Mark Sherman

4. If a Partnership:

a. Is the Certificate of Partnership Registered with Clark County Recorder? _____

Date Registered: _____

b. What is the Term for the Partnership to Exist? _____

5. If a Corporation or Partnership, list each officer and percentage applied for:

If an Individual, complete all applicable Items: (Please add additional sheet if necessary).

NAME	TITLE	ADDRESS	PHONE	%	U.S. CITIZEN
Michael Reiger	owner	874 Chaparral Dr.	702-469-8734	100	Yes

6. Please list the Key Employ

Michael Reiger / 874 Chaparral Circle
Name Address/City/State Phone



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

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

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

TOTAL LICENSE FEES PAID WITH THIS APPLICATION: \$ _____

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

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

INVESTIGATION FEE PAID: \$ 250

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

Please Print Applicant Name Michael Reiger Title owner

Signature of Applicant: [Signature] Date 12/16/2020

Office Use Only			
License # _____	Date _____	Receipt # _____	Amount _____
City Council Date _____		City Council Approval Date _____	

10 E. Mesquite Blvd., Mesquite, NV 89027
702-346-2835 ext 3305, www.mesquitenv.gov

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



Technical Review Meeting Agenda Item Report

Submitted by: Tysha Blaber
Submitting Department: Public Works
Meeting Date: January 19, 2021

Subject:

Consideration of Bid Award for the 2020 Mesquite Street Reconstruction Project - Kitty Hawk Drive Improvements.

- Public Comments
- Discussion and Possible Action

Recommendation:

Award the 2020 Mesquite Street Reconstruction project - Kitty Hawk Drive to Mesquite General Contracting Inc. for \$1,523,729.12

Petitioner:

Travis H. Anderson, Public Works Director

Is this a budgeted item?

Yes

Fiscal Impact:

Project Cost: \$1,523,729.12

Budgeted in GL Account 45-40-771 (Capital Projects) fund.

All funds for this project will be reimbursed back to the City of Mesquite by the Regional Transportation Commission of Southern Nevada.

Background:

Public Works opened bids on January 12, 2021 for the 2020 Mesquite Street Reconstruction Project – Kitty Hawk Drive. Bids were submitted by Sunroc Corporation, Las Vegas Paving Corporation and Mesquite General Contracting Inc.

Public Works recommends awarding the bid to the lowest responsible bidder (Mesquite General Contracting Inc.) for a total of \$1,523,729.12.

The 2020 Mesquite Street Reconstruction Project – Kitty Hawk Drive Improvements consists of roadway improvements including asphalt removal and replacement, new sidewalk, new street lights, new pavement markings and new storm drain system.

Attachments:

- [Bid Abstract.pdf](#)
- [Bid Opening Tabulation sheet.pdf](#)
- [Bid Submittal Sheet.pdf](#)

- [BidSpecifications_KittyHawkDrive_Dec20.pdf](#)
- [KittyHawk_AddendumNo1_29Dec20.pdf](#)
- [KittyHawk_AddendumNo2_07Jan21.pdf](#)
- [Las Vegas Paving Corporation Proposal.pdf](#)
- [Sunroc Corporation Proposal.pdf](#)
- [Mesquite General Contracting Inc. Proposal.pdf](#)

BASE BID				Sunroc Corporation		Las Vegas Paving Corporation		Mesquite General Contracting Inc.			
Bid Item	Description	Estimated Quantity	Unit	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
Bid Schedule											
1	Mobilization and Demobilization	1	Lump Sum	\$150,000.00	\$150,000.00	\$105,733.87	\$105,733.87	\$66,200.00	\$66,200.00		\$0.00
2	Construction Conflicts	1	Lump Sum	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00		\$0.00
3	Relocate Existing Guardrail	150	LF	\$180.00	\$27,000.00	\$55.00	\$8,250.00	\$40.50	\$6,075.00		\$0.00
4	Traffic Control	1	Lump Sum	\$340,000.00	\$340,000.00	\$26,000.00	\$26,000.00	\$154,000.00	\$154,000.00		\$0.00
5	Roto-mill and Dispose of 4-inches of Asphalt on Kitty Hawk Drive	212,519	SF	\$0.50	\$106,259.50	\$0.37	\$78,632.03	\$0.34	\$72,256.46		\$0.00
6	Furnish and Install 24-inch L-type Curb and Gutter with Aggregate Base	5,098	LF	\$27.75	\$141,469.50	\$30.50	\$155,489.00	\$24.00	\$122,352.00		\$0.00
7	Furnish and Install A type Curb with Base	163	LF	\$21.75	\$3,545.25	\$37.50	\$6,112.50	\$36.80	\$5,998.40		\$0.00
8	Furnish and Install 4-inch Thick Concrete Flatwork for Sidewalk with Base	21,715	SF	\$11.85	\$257,322.75	\$7.50	\$162,862.50	\$5.70	\$123,775.50		\$0.00
9	Furnish and Install 1-inch Type II Aggregate Base	202,156	SF	\$0.25	\$50,539.00	\$0.60	\$121,293.60	\$0.25	\$50,539.00		\$0.00
10	Furnish and Install 4-inch Type II Aggregate Base	1,180	SF	\$0.82	\$967.60	\$5.00	\$5,900.00	\$1.73	\$2,041.40		\$0.00
11	Furnish and Install 10-inch Type II Aggregate Base	18,514	SF	\$1.10	\$20,365.40	\$1.50	\$27,771.00	\$1.95	\$36,102.30		\$0.00
12	Furnish and Install 2-inch Bituminous Platmix (PG) with Fog Seal	1,180	SF	\$1.90	\$2,242.00	\$1.80	\$2,124.00	\$2.45	\$2,891.00		\$0.00
13	Furnish and Install 3-inch Bituminous Platmiz (PG) with Fog Seal	220,670	SF	\$1.50	\$331,005.00	\$1.80	\$397,206.00	\$1.81	\$399,412.70		\$0.00
14	Furnish and Install 24-inch Corrugated Plastic Storm Drain Pipe	648	LF	\$95.25	\$61,722.00	\$130.00	\$84,240.00	\$48.20	\$31,233.60		\$0.00
15	Furnish and Install 30-inch Corrugated Plastic Storm Drain Pipe	57	LF	\$130.50	\$7,438.50	\$170.00	\$9,690.00	\$66.20	\$3,773.40		\$0.00
16	Furnish and Install Type "CM2" Storm Drain Drop Inlet	4	EA	\$18,500.00	\$74,000.00	\$18,500.00	\$74,000.00	\$13,450.00	\$53,800.00		\$0.00
17	Furnish and Install 60" Storm Drain Manhole	2	EA	\$6,200.00	\$12,400.00	\$11,500.00	\$23,000.00	\$6,500.00	\$13,000.00		\$0.00
18	Backfill Curb and Gutter and Sidewalk as sown on the "back fill detail" on sheet 5 of plans	1,100	CY	\$16.50	\$18,150.00	\$31.00	\$34,100.00	\$22.50	\$24,750.00		\$0.00
19	Furnish and Install Single Mast Streetlight with Standard Foundation per CCA Standard DWG#321	21	EA	\$4,800.00	\$100,800.00	\$3,925.00	\$82,425.00	\$6,700.00	\$140,700.00		\$0.00
20	Furnish and Install Single Mast Streetlight with Type "E" Foundation per CCA Standard DWG#718	4	EA	\$5,050.00	\$20,200.00	\$14,000.00	\$56,000.00	\$8,725.00	\$34,900.00		\$0.00
21	Furnish and Install Streetlight power System Complete including conduit, Transformer pad, and wiring as shown on the plans	1	Lump Sum	\$55,000.00	\$55,000.00	\$98,000.00	\$98,000.00	\$10,800.00	\$10,800.00		\$0.00
22	Pavement Striping and Marking as shown on the plans	1	Lump Sum	\$19,500.00	\$19,500.00	\$11,000.00	\$11,000.00	\$12,500.00	\$12,500.00		\$0.00
23	Adjust water valve box to grade with concrete collar	11	EA	\$710.00	\$7,810.00	\$1,000.00	\$11,000.00	\$770.00	\$8,470.00		\$0.00
24	Adjust manhole lid to grade with concrete collar	3	EA	\$945.00	\$2,835.00	\$1,300.00	\$3,900.00	\$1,050.00	\$3,150.00		\$0.00
25	Furnish and Install 18-inch Corrugated Plastic Storm Drain Pipe	420	LF	\$82.65	\$34,713.00	\$125.00	\$52,500.00	\$54.00	\$22,680.00		\$0.00
26	Furnish and Install 48" Storm Drain Manhole	1	EA	\$5,700.00	\$5,700.00	\$8,500.00	\$8,500.00	\$5,450.00	\$5,450.00		\$0.00
27	Construct ADA Handicap Ramp as shown on the construction plans	495	SF	\$12.00	\$5,940.00	\$15.50	\$7,672.50	\$7.70	\$3,811.50		\$0.00
28	Construct Commercial driveway as shown on the construction plans	387	SF	\$21.25	\$8,223.75	\$18.00	\$6,966.00	\$12.50	\$4,837.50		\$0.00
29	Construct 4-inch concrete slab with gravel base as shown on sheet 7 of the construction plans	1,665	SF	\$11.80	\$19,647.00	\$8.50	\$14,152.50	\$5.75	\$9,573.75		\$0.00
30	Construct 4' Valley Gutter	370	SF	\$17.75	\$6,567.50	\$18.50	\$6,845.00	\$15.30	\$5,661.00		\$0.00
31	Remove and Replace Existing Cross-Gutter Spandrel	395	SF	\$24.50	\$9,677.50	\$18.50	\$7,307.50	\$23.35	\$9,223.25		\$0.00
32	Furnish and Install "Mojave Red Landscaping Rock 3" thick over Weed Barrier"	8,818	SF	\$3.30	\$29,099.40	\$1.50	\$13,227.00	\$2.52	\$22,221.36		\$0.00

BASE BID				Sunroc Corporation		Las Vegas Paving Corporation		Mesquite General Contracting Inc.			
Bid Item	Description	Estimated Quantity	Unit	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
33	Furnish and Install Key pad conduit Sheet 7 addendum #2 of the plans	100	LF	\$25.00	\$2,500.00	\$31.00	\$3,100.00	\$20.50	\$2,050.00		\$0.00
34	Removal and Disposal of Structures and obstructions	1	Lump Sum	\$25,000.00	\$25,000.00	\$20,000.00	\$20,000.00	\$9,500.00	\$9,500.00		\$0.00
Bid Schedule Total					\$2,007,639.65		\$1,775,000.00		\$1,523,729.12		\$0.00



Date: 01/12/21
Time: 10:00 AM

Kitty Hawk Drive Improvements - Dec20/Jan21
Check Off List/Bid Tabulation

	Contractors	Bid Proposal Signed	Bid Proposal	Bid Schedule	Acknowledge Addendum No 1	Acknowledge Addendum No 2	Subcontractors/ Material Supplier 5%	Subcontractors/ Material Supplier 1%	Bid Bond	Non-Collusive Affidavit of Bidder	Compliance with Americans with Disabilities Act	Compliance with Assembly Bill 144/ Contractors Certificate	Bid Amount
1	LAS VEGAS PAVING	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	\$ 1,775,000.00
2	SUNROC CORP.	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✗	\$ 2,007,639.65
3	MESQUITE GENERAL CONTRACTING	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	\$ 1,523,729.12
4													
5													
6													
7													
8													
9													
10													
14													
15													
16													
17													
18													


Travis H. Anderson P. E. - PW Director


Tracy E. Beck - City Clerk


Brandon Bentley - Capital Projects Manager

BID NAME: Kitty Hawk Drive Improvements - Dec20/Jan21

DUE DATE: 01/12/21
CLOSING TIME: 10:00 AM

	DATE / TIME RECEIVED	COMPANY NAME	RECEIVED BY
1	1/12/21 - 8:33am	Las Vegas Paving Corp.	cel
2	1/12/21 - 9:52 AM	Sunroc Corporation	cel
3	1/12/21 - 9:53 AM	Melquite General Contracting Inc	cel
4			
5			
6			
7			
8			
9			
10			



City of Mesquite

Contract Documents & Specifications
For the Construction of:
Kitty Hawk Drive Improvement Project

Date: December 4, 2020

Labor Commission Project Identifying Number: **PWP# CL 2020-227**

Prepared for:

City of Mesquite

10 E Mesquite Blvd / Mesquite, NV 89027 / Telephone: (702) 346-5295

Funded By: Regional Transportation Commission of Southern Nevada

Prepared by: Bulloch Brothers Engineering, Inc.
750 West Pioneer Boulevard
Mesquite, NV 89027
(702) 346-5100

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ADVERTISEMENT FOR BIDS

CITY OF MESQUITE – Kitty Hawk Drive Improvement Project

Labor Commission Project Identifying Number: **PWP# CL 2020-227**

Notice is hereby given that the City of Mesquite, Nevada (the “City”), is seeking sealed bids for certain construction or work to be performed referred to as: Kitty Hawk Drive Improvement Project (the “Project”). The Project is to be performed within Mesquite City, Clark County, Nevada. The following is a summary description of the Projects:

The project consists of roadway and drainage system improvements within the right of way of Kitty Hawk Drive in the City of Mesquite Nevada. The project includes, but is not limited to, **Asphalt Milling and removal, Subgrade Preparation, Curb and Gutter, Sidewalk, Island Curb, Streetlights, Plantmix Bituminous Pavement, Striping, Storm Drain, Etc.**

The Project is more fully described in the plans, drawings, specifications, and other Project documents available from the City of Mesquite. Such documents will come available on **December 7, 2020** at the Mesquite City offices located at 10 E Mesquite Blvd. in Mesquite, Nevada. These documents may be purchased for \$50.00 per set of hard copies or \$20.00 per set of electronic copies. Payments for these documents are non-refundable.

A mandatory pre-bid meeting will be held on **January 5, 2021** at **10:00 AM** (PST), at the Mesquite City Offices, 10 E. Mesquite Boulevard, Mesquite, Nevada. The purpose of the meeting will be to discuss the Project, to answer questions or concerns from Bidders, and to address any key issues related to the Projects. Bids received from parties who are not present at the pre-bid meeting will not be considered.

Bids must be submitted no later than **10:00 AM** (PST) on **January 12, 2021** to the City of Mesquite Public Works Department, located at 10 E Mesquite Blvd., Mesquite, Nevada 89027 and the Bids received will be publicly opened and read aloud at that time at the City offices. Any Bid received after the time and date specified shall not be considered. Bids must be submitted on the documents provided and must be accompanied by a bid security in the amount of five percent of the Bid. Bids must be submitted in a sealed envelope plainly marked on the outside of the envelope with the name of the Project, Attn: Public Works Department, name of Bidder, Bidder’s address. If the Bid is sent to the City by mail, the sealed envelope containing the Bid must be enclosed in an outer mailing envelope addressed to the City of Mesquite at 10 E Mesquite Blvd., Mesquite, Nevada 89027.

Pursuant NRS 338.147, NRS 338.1389, and other pertinent provisions of Nevada law, any Bidder seeking to qualify to receive a “preference in bidding” must submit a Nevada State Contractor’s Board Certificate of Eligibility evidencing the preferential status. Said certificate must be attached to and submitted with the Bid.

The City reserves the right to reject any and all Bids or to waive any informalities or minor defects in a Bid in the City’s sole discretion, to the extent allowed by law. Any award will be on the basis of the lowest responsible Bidder, unit price, conformance to plans and specifications, Bidder’s qualifications, full and accurate completion of the Bid documents, the extent to which the City judges the Bid to be in the best interests of the City, and other appropriate factors as may be permitted by Nevada law. If the estimated cost of project exceeds \$250,000, then the award will be to the Bidder who submits the “best bid” (see NRS 338.147).

INFORMATION FOR BIDDERS

CITY OF MESQUITE – Kitty Hawk Drive Improvement Project

Labor Commission Project Identifying Number: PWP# CL 2020-227

The above identified Project is to be performed within the City of Mesquite, Clark County, Nevada. The following is a summary description of the Projects:

The project consists of roadway and drainage system improvements within the right of way of Kitty Hawk Drive in the City of Mesquite Nevada. The project includes, but is not limited to, Asphalt Milling and removal, Subgrade Preparation, Curb and Gutter, Sidewalk, Island Curb, Streetlights, Plantmix Bituminous Pavement, Striping, Storm Drain, Etc.

The project is located on Kitty Hawk Drive in Mesquite, Nevada.

The Project is more fully described in the plans, drawings, specifications, and other Project documents available from the City of Mesquite. Such documents will come available on **December 7, 2020** at the Mesquite City offices located at 10 E Mesquite Blvd., in Mesquite, Nevada. These documents may be purchased for \$50.00 per set of hard copies or \$20.00 per set of electronic copies. Payments for these documents are non-refundable.

A mandatory pre-bid meeting will be held on **January 5, 2021** at **10:00 AM** (PST), at the Mesquite City Offices, 10 E. Mesquite Blvd., Mesquite, Nevada. The purpose of the meeting will be to discuss the Project, to answer questions or concerns from Bidders, and to address any key issues related to the Project. Bids received from parties who are not present at the pre-bid meeting will not be considered.

Bids must be submitted no later than **10:00 AM.** (PST) on **January 12, 2021** to the Mesquite City offices located at 10 E. Mesquite Blvd., Mesquite, Nevada 89027 and the Bids received will be publicly opened and read aloud at that time at the City offices. Bids must be submitted on the documents provided and must be accompanied by a bid security (Bid Bond) in the amount of five percent of the Bid. Bids must be submitted in a sealed envelope plainly marked on the outside of the envelope with the following:

- Name of the Project
- Attn: Public Works Department
- Name of Bidder
- Bidder's Address

If the Bid is sent to the City by mail, the sealed envelope containing the Bid must be enclosed in an outer mailing envelope addressed to the City of Mesquite at 10 E. Mesquite Blvd., Mesquite, Nevada 89027.

Pursuant NRS 338.147, NRS 338.1389, and other pertinent provisions of Nevada law, any Bidder seeking to qualify to receive a "preference in bidding" must submit a Nevada State Contractor's Board Certificate of Eligibility evidencing the preferential status. Said certificate must be attached to and submitted with the Bid.

The City reserves the right to reject any and all Bids or to waive any informalities or minor defects in a Bid in the City's sole discretion, to the extent allowed by law. Any award will be on the basis of the lowest responsible Bidder, unit price, conformance to plans and specifications, Bidder's qualifications, full and accurate completion of the Bid documents, the extent to which the City judges the Bid to be in the best interests of the City, and other appropriate factors as may be permitted by Nevada law. If the estimated cost of project exceeds \$250,000, then the award will be to the Bidder who submits the "best bid" (see NRS 338.147).

A Bid may be withdrawn prior to the opening of the Bids or any authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw a Bid within 60 days after the actual date of the opening thereof. Should there be reasons why the Contract cannot be awarded within the specified period; the time may be extended by mutual agreement of the City and the Bidder.

Bidders must satisfy themselves of the accuracy of the estimated quantities and all other details stated in the Project documents by an examination of the site and a review of the plans, drawings, and specifications, and any Addenda, as applicable. After Bids have been submitted, the Bidder shall not seek to excuse performance on the basis that there was a misunderstanding concerning the Project or the quantity or nature of the work to be performed.

The City reserves the right to increase or decrease or to entirely eliminate any or all items from the Bid schedule, plans, drawings, and specifications and the Bidder is cautioned against unbalancing his Bid.

The City reserves the right to award any separate Bid schedule or portion or any combination of Bid schedules or portions that are submitted in the Bid. However, the City will not divide the Project in order to avoid bidding requirements required by Nevada law. The Bid Bond, Performance Bond, Labor and Material Payment Bond, and any other bond required shall meet or exceed the standards specified, or if not specified, the industry standard for a similar project. The Bid Bond must be submitted with the Bid. Proof of all other bonds must be submitted to the City within two hours of the Bid opening.

The Contract Documents contain the provisions required for the construction of the Project. Information obtained from any officer, agent or employee of the City or any other person shall not affect the risks or obligations assumed by the Bidder or relieve the Bidder from fulfilling any of the conditions of the Contract Documents.

Questions regarding plans, Project documents, or Bids must be submitted to the City of Mesquite in writing; e-mail is acceptable. Questions shall be directed to:

Public Works Department
City of Mesquite
10 E. Mesquite Blvd.
Mesquite, Nevada 89027
tanderson@mesquitenv.gov

The City may amend or modify the Bid related documents, plans, specifications, and all other information associated with the Project by Addendum, with copies to be mailed or delivered by facsimile or e-mail to all who are known to have received a complete set of Bid related documents.

Prior to submission of the Bid, each Bidder shall ascertain and verify that the Bidder has received any and all Addenda that may have been issued. The Bidder shall acknowledge receipt of any Addenda by completing the acknowledgment space provided on the Bid Proposal form submitted to the District.

Each Bid shall be accompanied by a bid security in the form of, at Bidder's option, a Cashier's Check, Certified Check, Money Order, or Bid Bond in favor of the City in the amount of five percent (5%) of the Bid amount, pledging that the Bidder will within 10 days after any Notice of Award enter into the Agreement with the City on the terms stated in the Bid, Bid Documents, and Agreement and will furnish the required Performance Bond, Labor and Material Payment Bond, and any other required bonds, guaranteeing the Contractor's faithful performance of the work associated with the Project and the Contractor's payment of all obligations arising there under. Should the Bidder refuse to enter into such Agreement or fail to furnish the required bonds, the amount of the bid security shall be forfeited to the City as liquidated damages, not as a

penalty. All checks and money orders must indicate the payee as the City of Mesquite and must reflect the Project and complete Bid number. The Bid Bond shall be written on either a standard bid bond form or on the enclosed Bid Bond form.

The City shall have the right to retain the Bid security provided by Bidders to whom an award is being considered until (a) the Contract has been executed and all required bonds have been furnished, or (b) the specified time has elapsed so that Bids may be properly withdrawn according to the terms stated above, or (c) all Bids have been rejected.

The Bid, the Bid security, and all other required documents shall be included in the envelope containing the Bid. Omission of or failure to complete any portion of the required documents at the time of Bid Opening may be cause to reject the entire Bid. Submitted Bids shall contain the following documents:

1. Bid Proposal
2. Bid Schedule (Including Additive Options if Provided)
3. Contractor Work / Subcontractor Work Description
4. Bid Bond of five percent of contract amount (5%)
5. Non-Collusive Affidavit of Bidder
6. Declaration of Compliance with Americans with Disabilities Act
7. Nevada State Contractor's Board Certificate of Eligibility for Preferential Bidder Status (to be furnished by Bidder if applicable), and Affidavit of Compliance with Assembly Bill 144 must be included for eligibility for preferential bidder status.
8. Within 2 hours of opening the Bids and if not already provided and clearly identified on the Contractor Work / Subcontractor Work Description form, the Bidders who submitted the three lowest bids must also provide the following information for each subcontractor who will be paid 1 percent of the Bidder's total bid or \$50,000, whichever is greater: 1) the name of the subcontractor, 2) the subcontractor's Nevada contractor's license number, and 3) a description of the labor or work to be provided by the subcontractor (see NRS 338.141(1)(b) and (2).

A performance bond and payment bond, each in the amount of one hundred percent (100%) of the Contract Price with a corporate surety approved by the City, will be required for the faithful performance of the Agreement. The performance bond and payment bond shall meet or exceed industry standards for a similar project. The certificate for the insurance required under the General Conditions shall also be furnished by the Contractor at the time the Agreement is signed.

The Attorney-in-fact who executes the Bid Bond, Performance Bond, Labor and Material Payment Bond, and any other required bond on behalf of the surety shall affix to each such bond a certified and effective dated copy of their power of attorney.

The party to whom the Project is awarded will be required to execute the Agreement and obtain the Performance Bond and Labor and Material Payment Bond within ten (10) calendar days from the date when the Notice of Award is delivered to the Bidder. In case of the Bidder's failure to execute the Agreement, the City may at his option consider the Bidder in default, in which case the Bid Bond accompanying the proposal shall become the property of the City shall have all rights associated therewith.

The City may make such investigations as the City deems necessary to determine the ability of the Bidder to perform the work and complete the Project. The Bidder shall furnish to the District all such information and data for this purpose as the City may request. The City reserves the right to reject any Bid if the evidence submitted by, or through the investigation of, any Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the Project.

A conditional or qualified Bid will not be accepted.

All applicable laws, ordinances, rules, and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Agreement throughout. The City directs the Bidders' attention to the State Contractors' License Law requirement (NRS 624, as amended to date) that a contractor must hold a valid license of a class corresponding to the work to be completed and all other regulations of the Nevada State Contractors Board.

Each Bidder is responsible for inspecting the site, conducting all due diligence, and for reading fully and being thoroughly familiar with the plans, specifications, and all Contract Documents. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation in respect to his Bid.

In their sealed Bid documents, Bidders must supply the City with the completed document entitled Contractor Work / Subcontractor Work Description containing all of the information required by NRS 338.141. Pursuant to NRS 338.141(4), if a Bidder fails to provide the required information within the required timeframe, the Bid shall be deemed not responsive.

Pursuant to NRS 338.030, prevailing wage rates have been determined by the State Labor Commissioner and in no case shall the wage rates be less than as prescribed by the State Labor Commissioner or Nevada law. Prevailing wage shall include zone rates. The contractor who is awarded the Contract shall be required to submit monthly records showing name, occupation, Driver's License or identification number and State where issued, and actual wages paid to each of its employees on the Project. A copy of that record is to be submitted to the City Engineer at the following address no later than fifteen (15) days after the end of each month:

City of Mesquite
Attn: Public Works Department
10 E. Mesquite Blvd.
Mesquite, Nevada 89027

Bidders, are responsible to identify and use the correct prevailing wage rates, including any addenda, as well as all the forms needed to comply, as specified on the State of Nevada Labor Commissioner's website: www.labor.nv.gov or by calling (702) 486-2650.

All Bidders shall comply with the preferential employment provisions of NRS 338.130. This law requires that, when the qualifications of applicants are equal, the preference be given: first, to honorably discharged soldiers, sailors, and marines of the United States who are citizens of the State of Nevada; and second, to other citizens of the State of Nevada. If the provisions of NRS 338.130 are not complied with by the Bidder, the contract shall be void, and any failure or refusal to comply with any of the provisions of NRS 338.130 shall render the Agreement void.

Bid Protests

Any individual or company who bids on the Project may file a notice of protest regarding the award of the Contract. The protest must be submitted to the City in accordance with NRS 338.142, including the timing, a description of the basis for the protest, bonding, and other requirements. The City refers the Bidder to said provisions of Nevada law and the City reserves all rights as provided for by Nevada law.

Irregular Bid

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

1. If the Bid documents furnished by the City are not used or the required information is not provided.
2. If there are unauthorized additions, conditional or alternate Bids, or omissions or irregularities of any kind which may tend to make the Bid incomplete, indefinite, or ambiguous as to its meaning, or which give the Bidder a competitive advantage over other Bidders.
3. If the individual Bid items and/or Schedule of values of a Bidder's Bid are unbalanced in the opinion of the City.
4. If the Bid submitted contains any erasure, interlineations, or other corrections unless each such correction is clear and initialed by authorized persons.

Disqualification of Bidders

Any one or more of the following may be considered sufficient cause for the disqualification of a prospective Bidder and/or the rejection of the Bid:

1. Evidence of collusion among prospective Bidders.
2. More than one Bid for the same work or Project from an individual, firm, or corporation under the same or different name.
3. Lack of competency, adequate machinery, plant and/or equipment as revealed by any financial statement and/or any requested experience information.
4. Unsatisfactory performance record as shown by past work for the City, which might hinder or prevent the prompt completion of additional work, if awarded.
5. Uncompleted work which, in the judgment of the City, might hinder or prevent the prompt completion of additional work, if awarded.
6. Failure to pay or satisfactorily settle all bills due for labor and material on any contract(s) still outstanding at the time of the Bid opening.
7. Failure to comply with any qualification requirements of the City.
8. Failure to list, as required, descriptions of the Bidder's work and work of subcontractors as required by NRS 338.141.
9. Any other reason determined in good faith to be in the best interests of the City.
10. If the prime contractor (Bidder), as opposed to subcontractors, will be doing less than one percent of the Work on the Project.
11. Any failure to complete the Bid or Project documentation correctly or to provide required information.

BID PROPOSAL DOCUMENTS

CITY OF MESQUITE – Kitty Hawk Drive Improvement Project

Labor Commission Project Identifying Number: PWP# CL 2020-227

1. Bid Proposal
2. Bid Schedule
3. Contractor Work / Subcontractor Work Description
4. Bid Bond
5. Non Collusive Affidavit of Bidder
6. Declaration of Compliance with Americans with Disabilities Act
7. Nevada State Contractor's Board Certificate of Eligibility for Preferential Bidder Status (to be furnished by Bidder if applicable). Affidavit of Compliance with Assembly Bill 144 must be included for eligibility for preferential bidder status.

IMPORTANT NOTICE: Within 2 hours of opening the Bids and if not already provided and clearly identified on the Contractor Work / Subcontractor Work Description form, the Bidders who submitted the three lowest bids must also provide the following information for each subcontractor who will be paid 1 percent of the Bidder's total bid or \$50,000, whichever is greater: 1) the name of the subcontractor, 2) the subcontractor's Nevada contractor's license number, and 3) a description of the labor or work to be provided by the subcontractor (see NRS 338.141(1)(b) and (2)).

BID PROPOSAL

CITY OF MESQUITE – Kitty Hawk Drive Improvement Project

Labor Commission Project Identifying Number: PWP# CL 2020-227

DATE: _____

TO: CITY OF MESQUITE, 10 E. MESQUITE BLVD., MESQUITE, NEVADA 89027

FROM (Name of Bidder): _____

Bidder Address: _____

Bidder Phone / Fax / Email: _____

Having fully and carefully examined the plans and specifications associated with Kitty Hawk Drive Improvement Project (the "Project"), which is dated May, 2020 and December 4, 2020, respectively, and were prepared by Bulloch Brothers Engineering, Inc. and having visited the site to become familiar with all conditions affecting the cost of the work, and having performed all other due diligence and other investigation associated with the work, the undersigned Bidder hereby proposes to furnish all fees, labor, materials, equipment, and incidentals and to perform all work to complete the Projects in the manner called for in said documents for the total sum listed below and as shown on the bid Schedule:

Base Bid Amount : \$ _____

If awarded the Contract, the undersigned Bidder further agrees to execute the attached Agreement within 10 days after receiving a written notice of award and agrees to furnish within the 10 day period, all bonds and insurance information required, as well as all other required information and documents.

If awarded the Contract, the undersigned Bidder further agrees to commence actual physical work as indicated on the "Notice to Proceed" and agrees that all work will be completed within 90 calendar days of the date of the Notice to Proceed (or as set forth in the Notice to Proceed) unless the time for completion is subsequently extended in an addendum signed by the City and the undersigned Bidder.

In case of any failure on the part of the Bidder to complete the work within the time fixed in the Contract, the Bidder shall pay the City as fixed and liquidated damages the amount specified in the Agreement as well as any other damages that may be available to the City at law or equity.

Authorized Agent Signature (required)

Print Name and Title

Nevada Contractor License No. / Classification

Limit / Performance & Payment Bond Rating

Bidder acknowledges receipt of the following addendum (failure to acknowledge receipt of any addendum shall be cause for rejection of the Bid):

Addendum No.

Receipt Date

BID SCHEDULE

CITY OF MESQUITE – Kitty Hawk Drive Improvement Project

Labor Commission Project Identifying Number: **PWP# CL 2020-227**

NOTE TO BIDDERS: Any quantities or other information listed are merely estimates based on preliminary plans and specifications. Bidder shall review, inspect, and conduct Bidder's own due diligence related to the same and all other aspects of Bidder's Bid. By submitting a bid, Bidder hereby verifies all quantities and other specifics based on Bidder's own due diligence and investigation. If upon further inspection prior to bidding or beginning work, any quantity amounts specified below or on the plans for the Project are found to vary substantially from any estimated quantities, Bidder shall immediately notify the City of Mesquite in writing.

Bid Item	Description	Estimated Quantity	Unit Price	Total Amount
1	Mobilization/Demobilization	Lump Sum		
2	Construction Conflicts	Lump Sum	\$ 50,000.00	\$ 50,000.00
3	Relocate Existing Guardrail	150 l.f.		
4	Traffic Control	Lump Sum		
5	Roto-mill and Dispose of 4-inches of Asphalt on Kitty Hawk Drive	212,519 s.f.		
6	Furnish & Install 24-inch L-type Curb & Gutter with Aggregate Base	5,098 l.f.		
7	Furnish & Install A Type Curb with Base	163 l.f.		
8	Furnish & Install 4-inch Thick Concrete Flatwork for Sidewalk with Base	21,715 s.f.		
9	Furnish & Install 1-inch Type II Aggregate Base	202,156 s.f.		
10	Furnish & Install 4-inch Type II Aggregate Base	1,180 s.f.		
11	Furnish & Install 10-inch Type II Aggregate Base	18,514 s.f.		
12	Furnish & Install 2-inch Bituminous Plantmix (PG) with Fog Seal	1,180 s.f.		
13	Furnish & Install 3-inch Bituminous Plantmix (PG) with Fog Seal	220,670 s.f.		
14	Furnish and Install 24-inch Corrugated Plastic Storm Drain Pipe	755 l.f.		

15	Furnish and Install 30-inch Corrugated Plastic Storm Drain Pipe	57 l.f.	_____	_____
16	Furnish and Install Type "CM2" Storm Drain Drop Inlet	4 each	_____	_____
17	Furnish and Install 60" Storm Drain Manhole	1 each	_____	_____
18	Backfill curb & gutter and sidewalk as shown on the "back fill detail" on sheet 5 of plans	1,100 c.y.	_____	_____
19	Furnish & install single mast streetlight with standard foundation per CCA standard dwg# 321	21 each	_____	_____
20	Furnish & Install single mast streetlight with Type "E" foundation per CCA standard dwg# 718	4 each	_____	_____
21	Furnish & Install streetlight power system Complete including conduit, transformer and wiring as shown on the plans	Lump Sum	_____	_____
22	Pavement striping and marking as shown on the plans	Lump Sum	_____	_____
23	Adjust water valve box to grade with concrete collar	11 each	_____	_____
24	Adjust manhole lid to grade with concrete collar	3 each	_____	_____

Total Bid Amount : \$_____

Bid Total Amount written in words _____

CONTRACTOR WORK / SUBCONTRACTOR WORK DESCRIPTION

CITY OF MESQUITE – Kitty Hawk Drive Improvement Project

Labor Commission Project Identifying Number: PWP# CL 2020-227

CONTRACTOR'S WORK

If the Contractor (Bidder) will perform any work which is more than 1 percent of the Contractor's total bid, the Contractor shall provide a description of the labor or portion of the work that the Contractor will provide; or a statement that the Contractor will perform all work other than the work being performed by the subcontractor(s) listed below (see NRS 338.141(3)).

Description of the labor or portion of the work the Contractor (Bidder) will provide or perform itself:

Percentage of the work the Contractor (Bidder) will perform itself:

SUBCONTRACTORS' WORK (5% or greater)

The Contractor (Bidder) shall provide the name of each subcontractor who will provide labor or a portion of the work for which the subcontractor will be paid an amount exceeding 5 percent of the Contractor's total bid (see NRS 338.141(1)(b)). The District also requests that the Contractor (Bidder) provide a description of the work each such subcontractor will provide and the percentage of the total work each such subcontractor will perform.

Subcontractor 1

Name of the subcontractor:

Description of the labor or portion of the work the subcontractor will provide:

Percentage of the work the subcontractor will perform:

Subcontractor 2

Name of the subcontractor:

Description of the labor or portion of the work the subcontractor will provide:

Percentage of the work the subcontractor will perform:

Subcontractor 3

Name of the subcontractor:

Description of the labor or portion of the work the subcontractor will provide:

Percentage of the work the subcontractor will perform:

SUBCONTRACTORS (1% or \$50,000)

Within 2 hours after opening the bids, the Contractors (Bidders) who submitted the three lowest bids must also provide the

following information for each subcontractor who will be paid 1 percent of the Contractor's total bid or \$50,000, whichever is greater: 1) the name of the subcontractor, 2) the subcontractor's Nevada contractor's license number, and 3) a description of the labor or work to be provided by the subcontractor (see NRS 338.141(1)(b) and (2)). This information may be provided with the Bid or it may be provided within 2 hours after opening the bids.

Subcontractor 1	Name of subcontractor: Subcontractor's Nevada contractor's license number: Description of the labor or portion of the work the subcontractor will provide:
Subcontractor 2	Name of subcontractor: Subcontractor's Nevada contractor's license number: Description of the labor or portion of the work the subcontractor will provide:
Subcontractor 3	Name of subcontractor: Subcontractor's Nevada contractor's license number: Description of the labor or portion of the work the subcontractor will provide:
Subcontractor 4	Name of subcontractor: Subcontractor's Nevada contractor's license number: Description of the labor or portion of the work the subcontractor will provide:
Subcontractor 5	Name of subcontractor: Subcontractor's Nevada contractor's license number: Description of the labor or portion of the work the subcontractor will provide:

IMPORTANT NOTICE: Attach additional sheets as needed. If a Bidder fails to provide any of the required information within the required timeframe, the Bid shall be deemed not responsive (see NRS 338.141(4)).

BID BOND

CITY OF MESQUITE – Kitty Hawk Drive Improvement Project

Labor Commission Project Identifying Number: **PWP# CL 2020-227**

Date: _____

Bidder/Contractor: _____

Surety Company: _____

Penal Sum of Bond: _____

KNOW ALL MEN BY THESE PRESENTS, that we, the above identified Bidder/Contractor, as Principal, and the above identified Surety Company, as Surety, are hereby held and firmly bound unto the City of Mesquite in the penal sum stated above, the payment of which we hereby jointly and severally bind ourselves, successors and assigns to make to the City of Mesquite upon any failure by Bidder/Contractor to perform Bidder/Contractor's obligations arising from Bidder/Contractor's submission of a Bid to the City of Mesquite to perform all Work associated with the above identified Project should the Bid be accepted. Bidder/Contractor has attached hereto a copy of the Bid and associated documents which are made a part hereof.

Surety's obligations under this Bid Bond shall be null and void under the following conditions:

1. If Bidder/Contractor's Bid is rejected, or
2. If Bidder/Contractor's Bid is accepted and Bidder/Contractor executes and delivers the Agreement in the form attached hereto, properly completed in accordance with Bidder/Contractor's Bid, and furnishes a Bond for Bidder/Contractor's faithful performance of the Agreement, for the timely payment of all persons, subcontractors, Suppliers, and others performing labor or furnishing materials in connection with the Project, and for otherwise performing the Agreement which shall be created by the City of Mesquite's acceptance of the Bid.

The liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as stated above. The Surety, for value received, also hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way be impaired or affected by any extension of the time within which the City may accept Bidder/Contractor's Bid; and said Surety does hereby waive all notice of any such extension. Surety understands that surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located; Surety hereby represents and warrants that Surety is in compliance with the foregoing.

BIDDER/CONTRACTOR

SURETY COMPANY

Bidder/Contractor's Authorized Signature

Surety's Authorized Signature

Print Name and Title

Print Name and Title

NON-COLLUSIVE AFFIDAVIT OF BIDDER

CITY OF MESQUITE – Kitty Hawk Drive Improvement Project

Labor Commission Project Identifying Number: PWP# CL 2020-227

STATE OF NEVADA)
 ss.
COUNTY OF CLARK)

The undersigned, being first duly sworn, deposes and says that:

- (1) The undersigned is an authorized representative of the Bidder identified below, holding the title within also stated below.
- (2) The undersigned has submitted the attached Bid on behalf of and with authority of the Bidder,
- (3) The undersigned is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances and information respecting such Bid;
- (4) Such Bid is genuine and is not a collusive or sham Bid;
- (5) Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the above identified Project for which the attached Bid has been submitted or to refrain from bidding in connection with such Project, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm, or person to fix the price or prices in the attached Bid or of any other bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Mesquite or any person interested in the proposed Project; and
- (6) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in any interest, including this affiant.

Bidder's Authorized Signature

Print Name and Title

Bidder's Address

Bidder's Telephone

Subscribed and sworn to before me this ____ day of _____, _____.

Notary

My commission expires _____

DECLARATION OF COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

CITY OF MESQUITE – Kitty Hawk Drive Improvement Project

Labor Commission Project Identifying Number: PWP# CL 2020-227

The Americans with Disabilities Act (ADA) was enacted on July 26, 1990 by the United States Congress to protect the disabled from discrimination in employment, public accommodations, transportation and telecommunications.

The City of Mesquite requires that all of its contractors having fifteen (15) or more employees satisfy their nondiscrimination obligations under the ADA. As such, the undersigned Bidder certifies that it will comply with the nondiscrimination provisions of the ADA.

In addition, the undersigned acknowledges that the following signed statement is required on all contracts and addenda to all contracts now in effect with the City of Mesquite, the undersigned represents and warrants that the statement is true, and agrees that such statement is hereby incorporated into all contracts and addenda between the City of Mesquite and the Bidder:

“I, the undersigned on behalf of the identified contractor hereby certify that the below referenced company is in compliance with the nondiscrimination provisions of the Americans with Disabilities Act.”

Bidder’s Authorized Signature

Date

Print Name and Title

CITY OF MESQUITE

AFFIDAVIT OF COMPLIANCE WITH ASSEMBLY BILL 144

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

State of Nevada)

)ss.

County of Clark

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

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

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

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

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

Signature

Title

Address

Subscribed and sworn to before me this

Telephone

_____ Day of _____

Notary

My commission expires _____

CONTRACT DOCUMENTS

CITY OF MESQUITE – Kitty Hawk Drive Improvement Project

Labor Commission Project Identifying Number: PWP# CL 2020-227

1. Notice of Award
2. Agreement
3. Certificate of Contractor's Authority
4. Performance Bond & Surety Bond
5. Labor and Material Payment Bond
6. Notice to Proceed
7. Change Order
8. 1 set of Specifications titled "Kitty Hawk Drive Improvement Project" and Improvement Plans titled "Kitty Hawk Drive STA: 1+00 to STA: 50+32.03 and Airport Entry" prepared by Bulloch Brothers Engineering, Inc. and dated December 4, 2020 and May, 2020, respectively.

NOTICE OF AWARD

CITY OF MESQUITE – Kitty Hawk Drive Improvement Project

Labor Commission Project Identifying Number: PWP# CL 2020-227

To (Contractor): _____

Date: _____

The City of Mesquite ("City") has considered the Bid submitted by you for the above described Project in response to the City's Advertisement for Bids dated _____, 2020.

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

Under the terms of the Information for Bidders, you are required to execute the Agreement and deliver it to the City along with the required Performance Bond, Payment Bond, and Certificates of Insurance within ten (10) calendar days from the date of this Notice of Award.

If you fail to execute said Agreement or to furnish said Bonds or Certificates of Insurance within ten (10) days from the date of this Notice of Award, the City shall be entitled to consider all your rights arising out of the City's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The City reserves and will be entitled to all such other rights, remedies, and damages as may be available at law or in equity.

You are also required to return to the City a signed copy of this Notice of Award signed below by your authorized representative.

Allan Litman, Mayor
City of Mesquite
10 E. Mesquite Blvd.
Mesquite, Nevada 89027

Date

ACKNOWLEDGEMENT OF RECEIPT OF NOTICE OF AWARD

On behalf of the above named Contractor, I hereby acknowledge that Contractor received this Notice of Award on the date stated below.

Contractor's Authorized Signature

Print Name and Title

Date Notice of Award was received

AGREEMENT

CITY OF MESQUITE – Kitty Hawk Drive Improvement Project

Labor Commission Project Identifying Number: PWP# CL 2020-227

This Agreement is made and entered into as of the date stated below by and between the City of Mesquite ("City") and the undersigned Contractor.

1. **Definitions.** Wherever used in the Contract Documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

- a. Agreement—the agreement, including this document, executed between the City and Contractor for the Contractor to complete the Project.
- b. Contract Documents – This Agreement, the Advertisement for Bids, Information for Bidders, the Contractor's Bid, all required bonds, Notice of Award, Notice to Proceed, Change Orders, plans, drawings, Specifications, addenda, and additional instructions from the City associated with the Project.
- c. Contract Price - The total monies payable to the Contractor under the terms and conditions of the Agreement.
- d. Contract Time - The number of calendar days stated in the Contract Documents for the completion of the Work.
- e. Contractor - The person, firm or corporation with whom the City has executed this Agreement to perform the Work.
- f. Field Order - A written order issued by the City to the Contractor during construction effecting a change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time.
- g. Shop Drawings - All drawings, diagrams, illustrations, brochures, Schedules and other data which are prepared by the Contractor, a Subcontractor, manufacturer, Supplier or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.
- h. Specifications - Written descriptions of materials, equipment, construction systems, standards, and workmanship. The Specifications shall include, but are not limited to, the Virgin Valley Water District's current Design Standards and Specifications for Water Works Construction, other local utility standards for potable water, sanitary sewer and telephone and the Uniform Standard Specifications for Public Works Construction, Off-Site Improvements, Clark County, Nevada (latest edition).
- i. Subcontractor - An individual, firm or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work.
- j. Substantial Completion - That date as certified by the City when the construction of the Project or a specified part thereof is sufficiently completed as agreed so that the Project or specified part can be utilized for the purposes for which it is intended.
- k. Supplier - Any person or organization who supplies materials or equipment for the Work including that fabricated to a special design, but who does not perform labor at the site.
- l. Work - All labor and other work necessary to produce the construction of the Project and all materials and equipment incorporated or to be incorporated into the Project.

2. The Work. Contractor shall complete the Project in accordance with the Contract Documents (defined below) and shall furnish all of the materials, supplies, tools, equipment, labor, transportation, and other services associated with the Project and all incidental work necessary to complete the Project in an acceptable manner, ready for use, occupancy or operation by the City.

3. The Contract Price. In exchange for the City's payment to the Contractor of the total sum of \$_____ (or as shown in the Bid Schedule) (the "Contract Price"), Contractor shall complete the Project and shall comply with all terms of the Contract Documents.

4. Commencement of the Work. Contractor shall commence the work in accordance with the City's Notice to Proceed.

5. Completion of the Project and Liquidated Damages. Contractor shall complete the Project within **90 calendar days** unless the period for completion is extended by a writing signed by both the City and Contractor (the "Contract Time"). Contractor shall be liable for liquidated damages as set forth below for any delay in completing the Project.

6. Contractor Representations. Contractor hereby agrees, warrants, and represents to the City as follows:

a. Contractor has all requisite licenses and authority necessary to enter into this Agreement and to perform and complete the Work, including current contractor licenses issued by the Nevada State Contractors Board and any other applicable entity. If any Subcontractors of Contractor perform any portion of the Work, Contractor shall ensure that such Subcontractors are properly licensed and operate at all times in accordance with all applicable laws, ordinances, and regulations.

b. Contractor is properly insured, according to the laws of the State of Nevada and the requirements of this Agreement, to perform the Work.

c. Contractor has examined and carefully studied all of the Contract Documents and any and all concerns have been reasonably addressed in writing.

d. Contractor has visited the site where the Work is to be performed and has completed and has become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the Work based on Contractor's own investigation, inspection, and due diligence and Contractor is not relying on any representation of the City.

e. Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

f. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and any underground facilities) at or contiguous to the site where the Work is to be performed which may affect cost, progress, or performance of the Work or which may relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor. Contractor understands and agrees that, unless the City has expressly accepted responsibility for such in a written document signed by the City's general manager, the City shall not be responsible for the accuracy of any data, figures, numbers, records, reports, studies, tests, or any other information related to or having any impact on the Work.

g. Contractor understands and agrees that the City is relying on Contractor's expertise in performing the Work and that the City does not possess such expertise.

h. Contractor does not consider any further examinations, investigations, explorations, tests, studies, or data necessary for the performance of the Work at the Contract Price and in accordance with the other terms and conditions of the Contract Documents.

i. Contractor has performed all necessary due diligence in connection with the Work and is not relying on any information provided by the City or its agents or representations made by the City or its agents except as contained in this Agreement, if any. Contractor has correlated all of the information known and available to Contractor, information concerning the Work, observations obtained from visits to the site where the Work is to be performed, any and all reports and drawings and the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data and represents that Contractor is fully comfortable with the Work and possesses the expertise to complete the it.

j. Contractor has given the City written notice of any and all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, if any, and any written resolution thereof by the City is acceptable to Contractor.

k. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and performance of the Work.

7. Additional Obligations of Contractor. Contractor hereby agrees that for the duration of the Project:

a. All vehicles used primarily for the Project will be: (1) registered and at least partially apportioned to Nevada pursuant to the International Registration Plan, as adopted by the Department of Motor Vehicles pursuant to NRS 706.826; or (2) registered in the State of Nevada;

b. At least 50 percent of the design professionals working on the Project, including, without limitation, any employees of the Contractor and of any subcontractor engaged on the Project, will have a valid driver's license or identification card issued by the Department of Motor Vehicles;

c. Contractor and any subcontractor engaged on the Project will maintain and make available for inspection within the State of Nevada its records concerning payroll relating to the Project.

d. If Contractor reaches this Agreement or other Contract Documents as a result of a failure to comply with the provisions of this Section, Contractor is liable to City for liquidated damages in the amount of one percent (1%) of the Contract Price.

8. Schedules. Prior to the first partial payment estimate, the Contractor shall submit to the City the following schedules:

- a. Construction progress schedules showing the order in which Contractor proposes to carry on the Work, including dates at which Contractor will start the various parts of the Work and estimated dates of completion of each part of the Work; and
- b. A schedule of payments with the associated dates that Contractor anticipates Contractor will earn during the course of the Work.

Contractor shall also provide all other relevant schedules of quantity, costs, progress, payrolls, reports, estimates, records and other data as may be requested by the City.

9. Shop Drawings. The Contractor shall provide Shop Drawings as may be necessary for the performance of the Work. The City's approval of any Shop Drawing shall not release the Contractor from responsibility for deviations from

the Contract Documents. When submitted for the City's review, it shall be presumed that Contractor has reviewed, checked, and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents. The City's approval of any Shop Drawing which substantially deviates from the requirement of the Contract Documents shall be evidenced by a written Change Order signed by the City Engineer of the City. Portions of the Work requiring a Shop Drawing or sample submission shall not begin until the Shop Drawing or submission has been approved by the City. A copy of each approved Shop Drawing and each approved sample shall be kept in good order by the Contractor at the site and shall be available to the City. Notwithstanding anything in this Agreement to the contrary, Shop Drawings, sample submissions, and similar submittals are not Contract Documents unless expressly approved by the City in writing. No extra Contract Time shall be given for rejection of Shop Drawings or samples.

10. Materials.

a. As part of the Work, Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.

b. Materials and equipment shall be so stored by Contractor as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated into the Work shall be located so as to facilitate prompt inspection.

c. Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned by Contractor as directed by the manufacturer.

d. Materials, supplies, and equipment shall be in accordance with samples submitted by the Contractor and approved by the City.

e. Contractor shall furnish, at no additional cost to the City, such labor as may be required to enable a thorough inspection and culling of all materials.

f. Materials, supplies or equipment to be incorporated into the Work shall not be purchased by the Contractor or the Subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

g. Whenever a material, article or piece of equipment is identified in the Project drawings or Specifications by reference to brand name or catalog number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered, provided compliance with NRS 338.140(1)(b) is maintained. The Contractor may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by brand name or catalog number, and if, in the opinion of the City, such material, article, or piece of equipment is of equal substance and function to that specified, the City may approve its substitution and use by the Contractor. Any cost differential shall be deductible from the Contract Price and the Contract Documents shall be appropriately modified by Change Order if approved by the City in writing. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the Project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time.

11. Inspections and Tests.

a. The City/Engineer shall perform all necessary or reasonable compliance tests associated with the Project in accordance with generally accepted standards. Contractor shall give the City reasonable notice but in any event no less than 24 hours-notice prior to all tests and inspections.

b. Upon the City's request, Contractor shall furnish to the City such samples of materials as proposed to be used, in sufficient amounts as required to make proper tests. If the City determines that material or equipment fails the reasonable requirements, City may reject such material or equipment. Any re-inspection and retesting of work or materials rejected by City after the initial testing or inspection shall be at Contractor's expense until a retest meets reasonable requirements or the Contract Documents.

c. If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor shall assume full responsibility therefore, pay all costs in connection therewith, and furnish the City with the required certificates of inspection, testing or approval.

d. Contractor shall be responsible for and shall pay all costs associated with any inspection or testing required in connection with the City's acceptance of materials or equipment proposed to be incorporated into the Work, or of materials or equipment submitted for approval prior to Contractor's purchase thereof for incorporation into the Work. The City assumes no obligation to observe materials at the source of supply nor does such inspection assure conformance to the Contract Documents or industry standard, which shall be the responsibility of Contractor.

e. Inspections, tests or approvals by the City or others shall not relieve the Contractor from his obligations to perform the Work in accordance with requirements of the Contract Documents.

f. The City and its representatives shall at all times have access to the Work and Contractor shall facilitate such access. In addition, authorized representatives and agents of any participating federal or state agency shall be permitted to inspect all Work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The Contractor shall provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof.

g. If any Work is covered over contrary to the instructions in the Contract Documents, it must, if requested by the City, be uncovered for the City's observation and replaced at the Contractor's expense.

h. If the City considers it necessary or advisable that covered Work be inspected or tested by others, if Contractor has already complied with all reasonable and required inspections and testing, the Contractor shall uncover, expose or otherwise make available for observation, inspection or testing as the City may require, that portion of the Work in question, with Contractor furnishing all necessary labor, materials, tools, and equipment. This shall be at the City's expense unless it is found that such Work is defective or otherwise improper. In such case, the Contractor shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction or alterations.

i. The City and its representatives shall at all times have access to the Work and Contractor shall facilitate such access. In addition, authorized representatives and agents of any participating federal or state agency shall be permitted to inspect all Work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The Contractor shall provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof.

12. Surveys. The Engineer will provide surveys needed for construction such as slope stakes, curb stakes, batter boards, stakes for pile locations and other working points, lines, elevations and cut sheets. The Contractor shall provide the Engineer (Bulloch Brothers Engineering, Inc.) 14 calendar days notice, prior to needing the stakes for construction, the Engineers contact person is Victor Campbell. The Contractor shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, Contractor shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their loss or disturbance.

13. Permits and Licenses. The contractor is required to obtain a construction permit from the City of Mesquite prior to beginning work. Permits and licenses of a temporary nature necessary for the prosecution of the work including, but not limited to, dust control, SWPPP, etc. shall be secured and paid for by the Contractor unless clearly stated otherwise in writing and signed by the City. All water required for the construction of the project shall also be secured and paid for by the Contractor. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work. If the Contractor observes that the Contract Documents are at variance therewith, the Contractor shall promptly notify the City in writing, and any necessary changes shall be adjusted as provided herein. The Contractor shall pay all applicable royalties and license fees. Contractor shall defend all suits or claims for infringement of any patent rights and hold the City harmless and indemnify the City from loss on account thereof.

14. Supervision of the Project by Contractor. The Contractor shall supervise and direct the Work. The Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor shall employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be binding on the Contractor as if given to the Contractor directly. The supervisor shall be present on the site at all times as necessary to perform adequate supervision and coordination of the Work.

15. Safety and Protection of the Work, Property, and Persons.

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

b. The Contractor and each Subcontractor and Supplier shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body that has jurisdiction, including without limitation, any applicable licensing requirements and requirements for the payment of sales and use taxes on equipment, materials and supplies provided for the Work. The Contractor shall erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. The Contractor shall notify owners and operators of adjacent utilities when prosecution of the Work may affect them or their operations and the Contractor shall be responsible for such. The Contractor shall be responsible for and shall hold harmless and indemnify the City for all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them are liable, except damage or loss attributable to the acts or omissions of the City and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor or a Subcontractor.

c. In emergencies or in the event a situation arises affecting the safety of persons or the Work or any other property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the City, shall act to prevent threatened damage, injury or loss. The Contractor shall give the City immediate notice followed by prompt written notice of any material changes in the Work or deviations from the Contract Documents caused thereby. As approved by the City, a Change Order shall thereupon be issued covering the changes and deviations involved.

d. The City shall have the right to enter the work site for the purpose of conducting business or doing work not covered by the Contract Documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the Work, or the restoration of any damaged Work except such as may be negligently caused by agents or employees of the City.

16. Additional Instructions and Field Orders.

a. During the course of the Work, the City may furnish the Contractor with additional instructions and detail drawings as necessary or reasonably desired for the Project. The additional drawings and instructions thus supplied shall become a part of the Contract Documents. The Contractor shall carry out the Work in accordance with any such additional drawings and instructions. If such additional instructions materially increase or decrease the cost of the Work or in the time reasonably required to complete the Work, such will be made by a Change Order.

b. The City may also at any time, as the need arises, order changes to the Work. If such changes materially increase or decrease the cost of the Work or in the time reasonably required to complete the Work, an equitable adjustment shall be authorized by Change Order. The Contractor shall proceed with the performance of any changes in the Work so ordered by the City unless the Contractor believes that such Field Order entitles Contractor to a change in Contract Price or Contract Time, or both, in which event the Contractor shall give the City written notice thereof within seven (7) days after the receipt of the Field Order. Thereafter the Contractor shall document in writing the basis for the change in Contract Price or Contract Time within thirty days. The Contractor shall not perform such changes pending the receipt of an executed Change Order or further instruction from the City. If the Contractor fails to provide written notice to the City of a change in Contract Price or Contract Time, or both, within seven (7) days after the receipt of the Field Order, there shall be no change in the Contract Price or Contract Time.

17. Change Orders. The City may at any time, as the need arises, order changes to the Work and any change that materially increases or decreases the cost of the Work or in the time reasonably required to complete the Work, an equitable adjustment shall be authorized by a Change Order. The Contract Price and Contract Time may be changed only by a Change Order signed by the City and Contractor. The value of any Work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:

- a. An agreed lump sum
- b. Unit prices previously approved
- c. The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. In addition there shall be added an amount to be agreed upon, but not to exceed ten percent (10%) of the actual cost of the Work, to cover the cost of general overhead and profit.

18. Time is of the Essence. Time is of the essence in completing the Project. The date of beginning and the time for completion of the Work are essential conditions of the Contract Documents and the Work shall be commenced on the date specified in the Notice to Proceed. The Contractor shall proceed with the Work at such a rate of progress as is

necessary to ensure full completion of the Work within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the City, that the Contract Time for the completion of the Work described herein is a reasonable time, taking into consideration the all conditions and other factors associated with the Work and that the City will be harmed if the Project is not timely completed.

19. Liquidated Damages. The City and Contractor agree that as liquidated damages for any delay in Contractor's completion of the Work (but not as a penalty) Contractor shall pay the City \$1,000 per day for each calendar day delay in Contractor's completion of the Work and the Project in accordance with the terms of the Contract Documents. The Contractor shall not be charged with liquidated damages when the delay in completion of the Work is due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor and the Contractor has promptly given written notice of such delay to the City at the time of the event causing the delay. These events include acts of God, or of the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather that make completing the Work in the Contract Time impossible.

20. Correction of Work. The Contractor, at the Contractor's expense, shall promptly remove from the Project site all Work rejected by the City for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and redo the Work in accordance with the Contract Documents and without expense to the City and Contractor shall bear the expense of making good all Work of all subcontractors or other improvements or property that is destroyed or damaged by such removal or replacement. All removal and replacement Work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected Work within ten (10) days after receipt of written notice, the City may remove such Work and shall be reimbursed by Contractor and store the materials at the expense of the Contractor.

21. Subsurface Conditions. The Contractor shall promptly, and before such conditions are disturbed except in the event of an emergency, notify the District in writing of the following:

- a. Subsurface or latent physicals conditions at the site differing materially from any indicated in the Contract Documents, or
- b. Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents.

If the Contractor provides such written notice to the City, the City will investigate the conditions, and if the City finds that such conditions do so materially differ and justify an increase or decrease in the cost of, or in the time required for, performance of the Work, an adjustment may be made and the Contract Documents modified by Change Order. Any claim by the Contractor for adjustment hereunder shall not be allowed unless Contractor has given the required written notice and Change Order is signed by the City.

Contractor shall also immediately notify the City in writing of any discrepancies, inconsistencies, or ambiguities found in the Contract Documents as compared to site or subsurface conditions. Work done by the Contractor after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.

22. Suspending the Project. The City may suspend the Work or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the Contractor, by written notice to the Contractor which notice shall fix the date on which Work shall be resumed. The Contractor will resume the Work on the date so fixed. The Contract Time will be suspended equal to the number of days the Work is suspended by the City.

23. Termination of Work on the Project. If the Contractor is adjudged bankrupt or insolvent, if the Contractor makes a general assignment for the benefit of the Contractor's creditors, or if a trustee or receiver is appointed for the Contractor or for any of the Contractor's property; or if the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or other similar applicable laws; or if the Contractor repeatedly fails to supply sufficient skilled workers or suitable materials or equipment; or if the Contractor repeatedly fails to make prompt payments to Subcontractors or to Suppliers or for labor, materials or equipment; or if the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work; or if the Contractor disregards the authority of the City; or if the Contractor otherwise violates any provision of the Contract Documents, then the City may, without prejudice to any other right or remedy and after giving the Contractor written notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Work by whatever method the City may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the costs to complete the Work exceed any unpaid balance to the Contractor, the Contractor shall pay the difference to the City plus any other damages reasonably suffered by the City.

Where the Contractor's services have been terminated by the City, said termination shall not affect any right of the City against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the City due the Contractor will not release the Contractor from compliance with the Contract Documents. After ten (10) days from delivery of a written notice to the Contractor, the City may, without cause and without prejudice to any other right or remedy, elect to abandon the Project. In such case, the Contractor shall be paid for all Work executed and any expense sustained plus reasonable profit less all related expenses or damages suffered by the City.

24. Clean Up. Upon substantial completion of the Work, Contractor shall, at Contractor's expense cause any and all rubbish, implements, and surplus materials to be removed from the Work site and the City's property.

25. Restoration of Surface Improvements. Unless otherwise expressly stated and shown in the plans and Drawings, it shall be the Contractor's responsibility to restore to their original condition all roadways, roadway striping, sidewalk, curb and gutter, cross gutters, irrigation ditches, canals, culverts, gates, fences, drainage ditches, landscaping and all such improvements which are cut or disturbed during construction at Contractor's expense. All pavement and road shoulder surface repair in state, county or city right-of-ways shall be done in accordance with appropriate standards. Contractor is also required to comply with any restrictions imposed by the governing body or agency governing the right-of-way. No payment will be made for restoration of surface improvements, including pavement restoration in state, county or city right-of-ways. All costs in connection with the work involved in the restoration of surface improvements will be considered to be included in the Contract Price, which restoration of surface improvements is incidental or appurtenant.

26. Payments to Contractor.

a. At least twenty (20) days before each progress payment falls due (but not more often than once a month), the Contractor will submit to the City a partial payment estimate filled out and signed by the Contractor covering the Work performed during the period covered by the partial payment estimate and supported by such data as the City may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the City, as will establish the City's title to the material and equipment and protect the City's interest therein, including applicable insurance. The City shall retain ten (10) percent of the amount of each payment until final completion and acceptance of all Work. On completion and acceptance of a part of the Work on which the price is stated separately in the Contract Documents, payment may be made in full, including retained percentages, less authorized deductions.

b. Prior to completion of the Work, the City, with the concurrence of the Contractor, may use any completed or substantially completed portions of the Work. Such use shall not constitute an acceptance of such portions of the Work.

c. The City's contracted payment amount to Contractor shall cover and include payment in full for all of the Work including any amounts owing to any of Contractor's Subcontractors, Suppliers, laborers, employees, agents, and for all other costs associated with the Project.

d. Upon receipt of the contracted payment amount from the City or upon Contractor's breach or failure to perform the Work, Contractor shall promptly release and shall provide the City with an unconditional waiver and release of all liens associated with any City property in any way related to the Work. Contractor shall also indemnify the City from the claims or liens of any of Contractor's Subcontractors, Suppliers, laborers, employees, and agents.

e. The balance found to be due the Contractor, including the retained percentages, but except such sums as may be lawfully retained by the City shall be paid to the Contractor within thirty (30) days of completion and acceptance of the Work.

f. The Contractor shall indemnify and hold the City and the City's agents harmless from all claims and demands arising from or relating to all Subcontractors, Suppliers, laborers, workers, mechanics, material men, furnishers of machinery and parts thereof, equipment, tools and all supplies, and all other parties contributing value to the Project or expenses incurred in the furtherance of the performance of the Work. The Contractor shall provide lien releases and furnish such other satisfactory evidence as is reasonable to certify that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the City may either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum deemed reasonably sufficient to pay any and all such claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of the Contract Documents less any expenses or damages to the City caused by Contractor's failures, but in no event shall the provisions of this sentence be construed to impose any obligations upon the City to either the Contractor, the Contractor's surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the City shall be considered as a payment made under the Contract Documents by the City to the Contractor and the City shall not be liable to the Contractor for any such payments made in good faith to any third parties.

g. The City may withhold and retain from the payment to Contractor any liquidated damages or other set offs assessed as set forth herein.

h. The acceptance by the Contractor of final payment shall be and shall operate as the Contractor's release of the City of all claims and all liability associated with the Project. Any payment, however, final or otherwise, shall not release the Contractor or Contractor's sureties or agents from any obligations under the Contract Documents or associated with any bonds.

27. Insurance.

a. Contractor shall procure and maintain such insurance, at Contractor's expense, as will protect Contractor and the City (as an additional insured to the extent possible and applicable) from all claims including, without limitation, those set forth below which may arise out of or result from the Contractor's performance of the Work, whether such performance be by Contractor or by any Subcontractor or by anyone directly or indirectly employed by any of them or their agents, or by anyone for whose acts they may be liable:

- i. General liability coverage for all claims for personal injury, including death, and all claims for destruction of or damage to property, and defective work

- ii. Coverage for claims under workers compensation, disability benefit and other similar employee benefit acts;
- iii. Coverage for claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
- iv. Coverage for claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
- v. Coverage for claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;
- vi. Coverage for claims for damages because of injury to or destruction of tangible property, including any loss of use resulting therefrom.

b. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$2,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$500,000 for all property damage.

c. Contractor shall provide the City with Certificates of Insurance acceptable to the City prior to commencement of the Work. These certificates shall contain a provision that coverage afforded under the policies shall not be canceled unless at least fifteen (15) days prior written notice has been given to the City and Contractor shall cause the City to be named as an additional insured under the policies. Any failure by Contractor to provide such certificates shall not relieve Contractor of any obligation related to insurance or any other obligation.

d. The Contractor shall procure and maintain, at Contractor's own expense and through the completion of the Project and in accordance with the provisions of the laws of Nevada, Workers Compensation Insurance including occupational disease provisions for all of Contractor's employees associated with the Project and in case any work is sublet, the Contractor shall require all such Subcontractors similarly to provide Workers Compensation Insurance including occupational disease provisions for all of the Subcontractors' employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work is not protected under Workers Compensation statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate and suitable insurance for the protection of all those performing the Work who are not otherwise protected.

e. The Contractor shall secure "All Risk" type Builder's Risk Insurance for Work to be performed. Unless specifically authorized by the City, the amount of such insurance shall not be less than the Contract Price as stated in the Bid, or \$1,000,000, whichever is greater. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, rain or flood, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the Contract Time, and until the Work is accepted by the City. The policy shall name as the insured the Contractor and the City as an additional insured party.

28. Bonds. The Contractor shall within ten (10) days after the receipt of the Notice of Award furnish the City with a Performance Bond and a Labor and Material Payment Bond in penal sums equal to the amount of the Contract Price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the Contract Documents, and upon the prompt payment by the Contractor to all persons supplying labor and materials in

the performance of the Work provided by the Contract Documents. Such bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the Work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these bonds shall be borne by the Contractor. If at any time a surety on any such bond is declared as bankrupt or loses its right to do business in the state in which the Work is to be performed or is removed from the list of Surety Companies accepted on Federal Bonds, Contractor shall within ten (10) days substitute an acceptable bond or bonds in such form and sum and signed by such other surety or sureties as may be satisfactory to the City consistent with the Contract Documents. The premiums for all bonds shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished acceptable bond(s) to the City.

29. Indemnification. The Contractor shall indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the Work, regardless of whether any such claims, damage, loss or expense is attributable to, without limitation, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom or any other damage or harm caused in whole or in part by any negligent or willful act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. If any claim is brought against the City (or any of its agents or employees) by any employee of the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the Contractor's indemnification obligation shall not be limited in any way based on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers compensation acts, disability benefit acts, or other employee benefits acts.

30. Other Contractors. The City reserves the right to award other contracts in connection with this Project. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly coordinate Contractor's Work with theirs. If the proper execution or results of any part of the Contractor's Work depends upon the work of any other contractor, the Contractor shall inspect and promptly report to the City any defects in such work that renders Contractor unable to properly perform Contractor's Work or which Contractor is aware of and which would negatively impact the Project.

31. Subcontractors. The Contractor may utilize the services of specialty Subcontractors on those parts of the Work which, under normal contracting practices, are performed by specialty Subcontractors provided Contractor maintains compliance with the Contract Documents and consistency with Contractor's Bid documents. The Contractor shall be fully responsible to the City for the acts and omissions of all Subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by Contractor. The Contractor shall cause appropriate provisions to be inserted into all subcontracts relative to the Work to bind Subcontractors to the Contractor in a manner consistent with the Contract Documents insofar as applicable to the Work of Subcontractors.

32. Guaranty by Contractor. The Contractor shall guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of Substantial Completion. The Contractor warrants and guarantees for a period of one (1) year from the date of Substantial Completion that the completed Work is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defect including repairs of any damage to other property or parts of the system resulting from such defects. The City will give notice of observed defects as soon as possible. In the event the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the City may do so and charge the Contractor the cost thereby incurred plus any other associated expense or damages. The Performance Bond shall remain in full force and effect throughout the guarantee period.

33. Conflicting Provisions. In the event any provision of one Contract Document conflicts with the provision of another Contract Document, the provision in that document first listed below shall govern:

- 1) Change Order / Field Order signed by an authorized City representative
- 2) Addenda to Agreement
- 3) This Agreement
- 4) Contractor's Bid Proposal (including Bid Schedule)
- 5) Addenda (if any) to the Information for Bidders
- 6) Information for Bidders
- 7) Advertisement
- 8) Notice of Award
- 9) Notice to Proceed
- 10) Specifications prepared or issued by Bulloch Brothers Engineering, Inc.
- 11) Drawings prepared by Bulloch Brothers Engineering, Inc. for this project numbered sheet 1 through sheet 10 and dated May, 2020.
- 12) Local Utility Standards for Potable Water, Sanitary Sewer, and Telephone including but not limited to: *The City of Mesquite Design Standards and Specifications for Water Works Construction*, latest edition,
- 13) *Design and Construction Standards for Wastewater Collection Systems – Southern Nevada*, latest edition.
- 14) The Uniform Standard Specifications for Public Works Construction, Off-site Improvements, Clark County Area, Nevada, latest edition.
- 15) Bid Bond
- 16) Performance Bond
- 17) Labor and Material Payment Bond

Contractor shall immediately notify the City in writing of any discrepancies found in the documents listed above or in the plans, Specifications, and drawings associated with the Project. Work done by the Contractor after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.

34. Additional Federal, State, or Local Government Related Contract Provisions.

a. Contractor shall retain all required records for at least three years after the City makes final payment or such longer time as may be required by state or federal regulations. Contractor shall establish a proper accounting system in accordance with generally accepted accounting standards. Contractor shall follow standard state and federal requirements and regulations pertaining to reporting.

b. Contractor shall grant access to the City, the Natural Resources Conservation Service, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records which are directly pertinent to the Project for the purpose of making an audit, examination, excerpt, and transcription.

c. Contractor shall comply with all laws relating to nondiscrimination. These include, but are not limited to: a) Titles VI and VII of the Civil Rights Act of 1964 with prohibits discrimination on the basis of race, color, or national origin; b) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex; c) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicaps; d) the Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; e) the Drug Abuse Office and Treatment Act of 1972, as amended, relating to the nondiscrimination on the basis of drug abuse; f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; g) Sections 523 and 527 of the Public Health Service Act of 1912, as amended, relating to the confidentiality of alcohol and drug abuse patient records; h) Title VIII of the

Civil Rights Act of 1968, as amended, relating to nondiscrimination in the sale, rental, or financing of houses; i) the Civil Rights Restoration Act of 1987 (Public Law 100-259); j) the Americans with Disabilities Act of 1990; and k) any other nondiscrimination provision in the specific statute(s) under which application for Federal assistance is being made.

d. By signing below, the undersigned representative of Contractor, for himself and on behalf of Contractor, hereby certifies that Contractor is in compliance with the nondiscrimination provisions of the Americans with Disabilities Act.

e. Contractor shall comply with the provisions of the Hatch Act and all other laws which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

f. Contractor shall comply with environmental standards which may be prescribed including pursuant to the following: a) institution of environmental quality measures under the National Environmental Policy Act of 1969 and Executive Order (EO) 11514; b) notification of violating facilities pursuant to EO 11738; c) protection of wetlands pursuant to EO 11990; d) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended; e) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended; f) protection of endangered species under the Endangered Species Act of 1973, as amended; g) Section 508 of the Clean Water Act and EO 11738; and, h) Environmental Protection Agency regulations (40 CFR part 15).

g. Contractor shall comply with federal requirements relating to the identification and protection of historic properties, including without limitation, Section 106 of the National Historic Preservation Act of 1966, as amended, EO 11593 (Identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974.

h. Contractor shall comply with all federal requirements relating to equal opportunity employment, including without limitation 7 Code of Federal Regulations (CFR) 3015.184 Equal Employment Opportunity, and EO 11246 as amended by EO 11375 and supplemented in the Department of Labor regulations (41 CFR Chapter 60).

i. Contractor shall comply with all federal standards relating to federally-assisted construction projects, including without limitation as applicable, the provisions of: the Davis-Bacon Act as supplemented by Department of Labor regulations (29 CFR Part 5); the Copeland "Anti-Kickback" Act as supplemented by Department of Labor regulations (29 CFR Part 3); and Sections 103 and 107 of the Contract Work Hours and Safety Standards Act as supplemented by Department of Labor regulations (29 CFR Part 5); all regarding standards for federally-assisted construction projects.

j. Any contract related to the Project or the Work between Contractor and a supplier or Subcontractor or a Subcontractor and another subcontractor or supplier must provide that each party is liable to the City for liquidated damages in the amount of one percent (1%) of the largest contract related to the Project or the Work to which it is a party, if the party causes a material breach of this Agreement or other Contract Documents between City and Contractor as a result of any failure to comply with the requirements of NRS 338.0117(1)(a) to (e).

k. Contractor agrees to give preference to veterans and citizens of the State of Nevada pursuant to NRS 338.130 or other pertinent section of Nevada law with respect to employment of persons for performance of the Work under this Agreement. Any failure or refusal by Contractor to comply with the provisions of NRS 338.130 shall render this Agreement void at the option of the City and in compliance with law.

l. Pursuant to NRS 338.125, in connection with the performance of Work under this Agreement, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color,

national origin, sex, sexual orientation, gender identity or expression, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship. The Contractor further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials. Any violation of this provision by a contractor constitutes a material breach of this Agreement.

m. The Contractor shall comply with all aspects of Nevada Administrative Code 607.650, Senate Bill 207 Apprenticeship Utilization Act, Effective January 2, 2020.

n. The Contractor shall pay all sales, consumer, use and other similar taxes required by law.

o. Contractor shall comply with all other applicable laws, ordinances, and regulations as may pertain to the Work or the Project.

35. Prevailing Wages.

a. Contractor shall be responsible for complying with all rules and regulations applying to “public works” and prevailing wages including, without limitation, all rules and regulations relating to reports, wages and employment practices. Contractor and all Subcontractors shall be bound by and comply with all federal, state and local laws regarding minimum wages, overtime work, hiring and discrimination, including without limitation NRS 338.020 et seq. Contractor shall ensure that all employees associated with the Project are paid in accordance with current prevailing wage rates as approved by the state labor commissioner, whenever the actual value of the contract totals \$100,000 or more. To the maximum extent allowed by law, Contractor shall indemnify and hold harmless the City for any failure by Contractor or any Subcontractor to comply with any federal or state law including all prevailing wage laws.

b. Contractor is responsible to identify and use the correct prevailing wage rates, including any addenda, as well as all the forms needed to comply, as specified on the State of Nevada Labor Commissioner’s website: www.labor.nv.gov or by calling (702) 486-2650. All work necessary to be performed after regular working hours, on Sundays or legal holidays, shall be performed without additional expense to the District.

c. In accordance with NRS 338.013, the Contractor shall report to the Labor Commissioner and the City, the name and address of each Subcontractor performing Work on the Project within ten (10) days after the Subcontractor commences Work and the identifying public works project number for the public work.

d. The Contractor shall comply with the requirements of NRS 338.020 and post in a generally visible place to the workmen, the Nevada Prevailing Wage Rates and any changes thereto.

e. Pursuant to NRS 338.070, on any public work contract awarded for more than \$100,000, the Contractor and each Subcontractor are required to keep an accurate record showing the name, the occupation and the actual per diem, wages and benefits paid to each workman employed by it in connection with the public work. The Contractor and each Subcontractor are required to submit a copy of the record for each calendar month to the City no later than 15 calendar days after the end of the month for the purposes of public inspection. Contractor shall be responsible for coordinating the submittal of all the certified payroll reports for the Project, including its reports and the reports of all the Subcontractors who are performing Work on the Project. A Contractor shall not withhold from a Subcontractor the sums necessary to cover any penalties withheld from the Contractor by the City because the Contractor failed to submit certified payroll reports within 15 calendar days after the end of the month if the Subcontractor provided certified payroll reports to the Contractor within 10 calendar days after the end of the month or the date agreed upon by the Contractor and the

Subcontractor. The Contractor shall submit the City's copy of its certified payroll and the certified payroll of each of its Subcontractors performing Work on the Project, to the following:

City of Mesquite
Attention: Public Works Department
10 E. Mesquite Blvd.
Mesquite, NV 89027
(702) 346 – 5295

The reports will be available for public viewing at the City offices.

36. Prohibition of Assignment. Neither the Contractor nor the City shall sell, transfer, assign or otherwise dispose of the obligations associated with the Contract Documents or any portion thereof, or any right, title or interest therein, or obligations thereunder, without the written consent of the other party.

37. Severability. In the event any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be deemed severed from this Agreement, and the remaining parts of the Agreement, including without limitation the remaining parts of the paragraph of which the invalid, illegal or unenforceable portion was a part, shall remain in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of this Agreement. The parties further agree to replace any such invalid illegal or unenforceable portion with a valid and enforceable provision which will achieve, to the extent possible, the economic, business and other purposes of the invalid, illegal or unenforceable portion

38. Warranty of Capacity to Execute Agreement. Each of the undersigned parties hereto respectively represents and warrants that each has the right and full authority to execute this Agreement and to give and receive the consideration provided hereunder.

39. Waiver. Neither the failure of any party to insist upon the timely or full performance of any of the terms and conditions of this Agreement, nor the waiver of any breach of any of the terms and conditions of this Agreement, shall be construed as thereafter waiving any such terms and conditions, but these shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

40. Entire Agreement. This Agreement and the other Contract Documents are intended by the parties to be the final expression of their agreement and constitute the entire and exclusive understanding and agreement between the parties regarding this subject matter. This Agreement and the Contract Documents supersede any previous negotiations, offers, counteroffers, agreements, or representations that may have been communicated or executed by the parties. Any and all such previous offers, agreements, etc. are hereby terminated and canceled in their entirety.

41. 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 an agreement.

42. Governing Law and Venue. The laws of the State of Nevada shall govern this Agreement. Jurisdiction and venue for any action concerning this Agreement shall be solely and exclusively in Clark County, Nevada.

43. Attorney's Fees. In the event of any litigation or other proceedings between the parties concerning this Agreement, the prevailing party shall be entitled to the payment by the non-prevailing party of all of its reasonable attorneys' fees, court costs, and litigation expenses.

44. Notice and Communication. All notices and communications required, permitted, or convenient in connection with this Agreement and between the parties shall be in writing and shall be deemed to have been given three business days after the date when mailed by registered or certified mail or the next business day if sent by reputable overnight delivery, to the addresses provided below (if Contractor does not provide an address below, Contractor's address shall be the address shown on any of Contractor's Bid documents):

Contractor:

The City:

City of Mesquite
Attn: Public Works Department
10 E. Mesquite Blvd.
Mesquite, Nevada 89027
Phone 702-346-5295

45. Modification. This Agreement may only be amended or modified by written instrument executed by all parties to this Agreement.

46. Non-Reliance. The parties represent that they have both read and comprehend the terms of this Agreement and that they execute the same freely and voluntarily with full knowledge as to its legal effects and consequences, and do so after consulting with competent legal counsel.

CONTRACTOR

OWNER

Print Full Name of Contractor/Company

City of Mesquite

Date

Signature of Authorized Representative Date

Print Name and Title

CERTIFICATE OF CONTRACTOR'S AUTHORITY

CITY OF MESQUITE – Kitty Hawk Drive Improvement Project

Labor Commission Project Identifying Number: PWP# CL 2020-227

I, the undersigned, hereby certify the following:

- I am a duly appointed officer or manager of the Company identified below, which is referred to as "Contractor" in the foregoing Agreement.
- The individual representative who signed the Agreement on behalf of the Company holds the title stated next to the representative's printed name and such representative has been duly vested with authority to make and sign contracts, such as the Agreement, on behalf of the Company.
- The representative had the express authority of the Company to sign the Agreement on behalf of the Company and to fully bind the Company to all terms of the Agreement including all associated Contract Documents.

Print Full Name of Company

Signature

Date

Print Name and Title

PERFORMANCE BOND

CITY OF MESQUITE – Kitty Hawk Drive Improvement Project

Labor Commission Project Identifying Number: **PWP# CL 2020-227**

Date (must not be prior to date of the Agreement): _____

Contractor: _____

Surety Company: _____

Penal Sum of Bond: _____

KNOW ALL MEN BY THESE PRESENTS, that we, the above identified Contractor, as Principal, and the above identified Surety Company, as Surety, are hereby held and firmly bound unto the City of Mesquite in the penal sum stated above, and in the event suit is brought upon this Bond a reasonable attorney's fee and costs to be fixed by the court, the payment of said penal amount, fees, and costs we hereby jointly and severally bind ourselves, our successors and assigns to make to the City of Mesquite guaranteeing Contractor's (including any agents and subcontractors of Contractor) true and faithful performance of all of Contractor's obligations arising from Contractor's Agreement with the City of Mesquite to perform all work associated with the above identified Project. Contractor has attached hereto a copy of the Agreement and associated documents which are made a part hereof.

The condition of this obligation is such that if Contractor truly and faithfully performs all of its duties, undertakings, covenants, terms, conditions, and agreements of said Agreement during the original term thereof, and any extensions thereof which may be granted by the City, with or without notice to the Surety, and if Contractor shall satisfy all claims and demands incurred under such Agreement, and shall fully indemnify and save harmless the City from all costs and damages which it may suffer by reason of any failure by Contractor to do so and shall reimburse and repay the City all outlays and expenses which the City may incur in making good any default, then this obligation shall be void; otherwise it shall remain in full force and effect. No alterations in the work to be performed shall operate to release Contractor or Surety of the obligations under this Bond.

No final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied. Surety understands that surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located; Surety hereby represents and warrants that Surety is in compliance with the foregoing.

CONTRACTOR

SURETY COMPANY

Contractor's Authorized Signature

Surety's Authorized Signature

Print Name and Title

Print Name and Title

LABOR AND MATERIAL PAYMENT BOND

CITY OF MESQUITE – Kitty Hawk Drive Improvement Project
Labor Commission Project Identifying Number: PWP# CL 2020-227

Date (must not be prior to date of the Agreement): _____

Contractor: _____

Surety Company: _____

Penal Sum of Bond: _____

KNOW ALL MEN BY THESE PRESENTS, that we, the above identified Contractor, as Principal, and the above identified Surety Company, as Surety, are hereby held and firmly bound unto the City of Mesquite in the penal sum stated above, and in the event suit is brought upon this bond a reasonable attorney’s fee and costs to be fixed by the court, the payment of said penal amount, fees, and costs we hereby jointly and severally bind ourselves, our successors and assigns to make to the City of Mesquite guaranteeing Contractor’s (including any agents and subcontractors of Contractor) true and faithful performance of all of Contractor’s obligations associated with paying for all labor and materials associated with Contractor’s Agreement with the City of Mesquite in connection with the above identified Project. Contractor has attached hereto a copy of the Agreement and associated documents which are made a part hereof.

The condition of this obligation is such that if Contractor truly and faithfully performs all of its duties, undertakings, covenants, terms, conditions, and agreements of said Agreement associated with paying for all labor and materials of the Project during the original term thereof, and any extensions thereof which may be granted by the City, with or without notice to the Surety, and if Contractor shall satisfy all claims and demands incurred under such Agreement related to payment for labor and materials, and shall fully indemnify and save harmless the City from all costs and damages which it may suffer by reason of any failure by Contractor to do so and shall reimburse and repay the City all outlays and expenses which the City may incur in making good any default for the same, then this obligation shall be void; otherwise it shall remain in full force and effect. No alterations in the work to be done or the materials to be furnished shall operate to release Contractor or Surety of the obligations under this Bond.

No final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied. Surety understands that surety companies executing bonds must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located; Surety hereby represents and warrants that Surety is in compliance with the foregoing.

CONTRACTOR

Contractor’s Authorized Signature

Print Name and Title

SURETY COMPANY

Surety’s Authorized Signature

Print Name and Title

NOTICE TO PROCEED

CITY OF MESQUITE – Kitty Hawk Drive Improvement Project

Labor Commission Project Identifying Number: **PWP# CL 2020-227**

Contractor: _____

Date of this Notice: _____

Date to Commence Work: _____

Number of Days to Complete the Project: _____

Required Date of Completion of the Project: _____

To the above identified Contractor, you are hereby notified to commence work on the above identified Project in accordance with the terms of your Agreement with the City of Mesquite. Work should be started no later than the Date to Commence Work noted above and the Project must be completed no later than the Required Date of Completion of the Project also noted above.

You are required to return an acknowledged copy of this Notice to Proceed to the City of Mesquite.

City of Mesquite
10 E. Mesquite Blvd.
Mesquite, Nevada 89027

Date

ACKNOWLEDGEMENT OF RECEIPT OF NOTICE TO PROCEED

On behalf of the above named Contractor, I hereby acknowledge that Contractor received this Notice to Proceed on the date stated below.

Contractor's Authorized Signature

Print Name and Title

Date Notice to Proceed was received by Contractor

CHANGE ORDER

CITY OF MESQUITE – Kitty Hawk Drive Improvement Project

Labor Commission Project Identifying Number: PWP# CL 2020-227

Order No: _____

Date: _____

State: Nevada

County: Clark

Owner: The City of Mesquite

To Contractor: _____

You are hereby requested to comply with the following changes to the Agreement, Contract Documents, and plans and specifications (as applicable):

See Attachment(s)

Description of Changes (Supplemental Plans and Specifications Attached)	Bid Item	DECREASE in Contract Price		INCREASE in Contract Price
		\$		\$
		\$		\$
		\$		\$
Net Change in Contract Price		\$		\$

Reason for Change(s): _____

The amount of the Contract Price will be increased or decreased by the sum(s) noted above.

The Contract Period provided for completion will be (Increased) (Decreased) (Unchanged) [circle one as applicable] by _____ days. The new completion date is therefore: _____, 20_____

This document will become a modification to the Contract Documents.

Requested by _____

Contractor

Date

Approved _____

Resident Project Representative

Date

Approved Change Order Price / Time _____

City of Mesquite

Date

TECHNICAL SPECIFICATIONS

CITY OF MESQUITE – Kitty Hawk Drive Improvement Project

Labor Commission Project Identifying Number: PWP# CL 2020-227

SPECIFICATIONS REFERENCES:

All applicable portions of the Uniform Standard Specifications for Public Works Construction, Off-site Improvements, Clark County Area, Nevada latest edition. (USSPWC) and latest revisions; and Uniform Standard Drawings for Public Works Construction 1988 Edition (USDPWC) and latest revisions. Virgin Valley Water District, Design Standards and Specifications for Water Works Construction, latest revision. Specific section numbers referenced in the following Specifications are contained within the above noted Standard Specifications and Drawings.

BID ITEM SPECIFICATIONS

BID ITEM 1: Mobilization / Demobilization

Work under this specification covers the requirements for mobilization of all equipment, manpower and associated items necessary to construct the waterline replacement portion of the project. Also under this item are all costs for demobilizing all equipment, manpower, etc. when the project is complete.

Measurement and Payment: The mobilization and demobilization process will be measured as a lump sum item. Payment will be made as follows:

- 50% of contract lump sum price bid when Contractor has mobilized necessary equipment, manpower and materials and has initiated work.
- 50% upon project completion.

Payment of the lump sum price bid, shall be full compensation for all costs associated with the mobilization / demobilization process.

BID ITEM 2: Construction Conflicts

This work shall consist of repairing, rebuilding, relocating, replacing, constructing or reconstruction of any surface or sub-surface improvements which cannot be performed by extending bid items and which are not shown on the plans, or not otherwise covered in these Technical Specifications / Special Provisions. Work shall also consist of extended bid items such as additional excavation that has been authorized and approved by Owner and ENGINEER. Such work shall be performed in accordance with the Standard Specifications, Standard Drawings, and these Technical Specifications and as directed by the ENGINEER.

This work shall not be performed until the Contractor is instructed to proceed by the ENGINEER in writing. The ENGINEER will keep strict account of all actual costs involved with this item of work. The Contractor shall be paid in accordance with subsection 109.03, "Extra and Force Account Work" of SPECIFICATIONS.

Fifty Thousand Dollars (\$ 50,000.00) has been entered into the Bid Schedule under Bid Item Number 2, "Construction Conflicts." The Bidder shall include this amount in the total Base Bid amount.

Measurement and Payment: Measurement shall be determined by the ENGINEER, and shall be specific for each occurrence in accordance to Section 109 of the STANDARD SPECIFICATIONS.

BID ITEM 3: **Relocate Existing Guardrail**

Work under this specification covers the requirements for relocating the existing guardrail as shown on the plans. The existing guardrail shall be dismantled in a workman like manner, with care taken to protect the guardrail components, and re-constructed in the location shown on the plans and as staked in the field by the engineer.

Measurement and Payment: All relocated guardrail shall be measured in the field to the nearest lineal foot. After installation and acceptance by the engineer and the City of Mesquite. Payment shall be made at the contract price bid per foot and shall be full compensation for all labor, materials and equipment necessary to relocate the guardrail and render it useable.

BID ITEM 4: **Traffic Control**

The Contractor is responsible for providing all traffic control necessary for the construction of the project. Prior to construction, the Contractor shall prepare a traffic control plan. The traffic control plan shall conform to:

- 2009 Manual on Uniform Traffic Control Devices
- American Association of State Highway and transportation officials
- Clark County Uniform Standard Drawings
- Nevada Work Zone Control Handbook

The Contractor shall submit the traffic control plan to the City of Mesquite Engineer for review and approval. Written approval of the traffic control plan, from the City of Mesquite Engineer, shall be obtained by the Contractor prior to beginning construction.

It shall be the sole responsibility of the contractor to provide uninterrupted traffic access to all businesses and residences within the construction area for the duration of the contract.

The Contractor shall include in this bid item all costs for all labor, signing, barricading, flagging and appurtenant work necessary to provide all traffic control during construction of the project.

Measurement and Payment: All traffic control for the project shall be measured as a lump sum item. Payment shall be made at the contract lump sum price bid. Payment shall be made in two payments – 50% of lump sum shall be paid with first pay request and the remaining 50% shall be paid when the project is complete and accepted by the City of Mesquite. Payment shall be full compensation for all labor, materials, equipment, coordination and appurtenant work necessary to provide traffic control for the project.

BID ITEM 5: **Roto-mill and Dispose of 4-inches of Asphalt on Kitty Hawk Drive**

Work covered under this specification includes, but is not limited to, removal and disposal of all asphalt and obstructions, re-grading and compacting subgrade required for construction of new improvements as defined in the specifications.

The Contractor shall roto-mill and dispose of the top 4" of existing asphalt and / or base as shown on the plans in order to allow for the new pavement. The contractor shall include in this bid item all costs for transporting and stockpiling the milled material from the job site show on the plans to the milling's placement area on Kitty Hawk Drive. The millings placement area is located at the City of Mesquite Airport. The Contractor shall verify the precise laydown area of the millings with the City of Mesquite Public Works Department prior to placement.

All roto-milled material shall comply to 2" minus gradation requirement.

Measurement and Payment: The removal of asphalt and obstructions shall be measured by the square foot. Payment shall be made at the contract square foot price bid and shall be full payment for all labor, material and equipment required to remove existing asphalt, and other obstructions as noted in the specifications.

BID ITEM 6: **Furnish and Install 24 inch “L Type” Curb and Gutter with Aggregate Base**

Work covered under this specification includes furnishing and installing all 24-inch - L type curb and gutter as shown on the plans and as staked in the field, including aggregate base.

All work shall be in accordance with the standard drawings and specifications (reference drawing #216).

Measurement and Payment: The 24-inch - L type curb and gutter shall be measured in the field along the top back of the curb to the nearest one foot. Payment will be made at the contract unit price bid per linear foot and shall be full compensation for furnishing all of the labor, material and equipment necessary to render the curb and gutter complete and usable. No additional payment shall be made for the aggregate base.

BID ITEM 7: **Furnish and Install A Type Curb with Base**

Work covered under this specification includes furnishing and installing all “A” - type curb and gutter as shown on the plans and as staked in the field, including aggregate base.

All work shall be in accordance with the standard drawings and specifications (reference drawing #219)

Measurement and Payment: The “A” type curb and gutter shall be measured in the field along the top back of the curb to the nearest one foot. Payment will be made at the contract unit price bid per linear foot and shall be full compensation for furnishing all of the labor, material and equipment necessary to render the curb and gutter complete and usable. No additional payment shall be made for the aggregate base.

BID ITEM 8: **Furnish and Install 4-inch Thick Concrete Flatwork for Sidewalks with Base**

Work covered under this specification shall be in accordance with the plans and Standard Drawings and consists of furnishing all of the labor, equipment and materials necessary for the installation of all sidewalk, radius flatwork, and handicap ramps as shown on the plans, including 5 inch aggregate base.

All work shall be in accordance with the standard drawings and specifications (reference drawing #234).

Measurement and Payment: The 4-inch concrete flat work for sidewalk, and radius flatwork including the aggregate base shall be measured in the field by the Engineer to the nearest square foot. Payment shall be full compensation for furnishing all of the labor, material and equipment necessary to render the sidewalk complete and useable. No additional payment shall be made for the aggregate base.

BID ITEM 9: **Furnish and Install 1-inch Type II Aggregate Base**

Work covered under this specification shall be in accordance with the Standard Specification (Ref. Section 302).

Measurement and Payment: The quantity of 1-inch Type II Aggregate Base shall be measured as a unit price per square foot within the areas to be roto milled and re-paved. Payment shall be made at the contract unit price bid per square foot and shall be full payment for all labor, material and equipment required to supply the material and bring the course to grade.

BID ITEM 10: **Furnish and Install 4-inch Type II Aggregate Base**

Work covered under this specification shall be in accordance with the Standard Specification (Ref. Section 302).

Measurement and Payment: The quantity of 4-inch Type II Aggregate Base shall be measured as a unit price per square foot within the pathway areas to be paved. Payment shall be made at the contract unit price bid per square foot and shall be full payment for all labor, material and equipment required to supply the material and bring the course to grade.

BID ITEM 11: Furnish and Install 10-inch Type II Aggregate Base

Work covered under this specification shall be in accordance with the Standard Specification (Ref. Section 302).

Measurement and Payment: The quantity of 10-inch Type II Aggregate Base shall be measured as a unit price per square foot within the areas to be newly paved. Payment shall be made at the contract unit price bid per square foot and shall be full payment for all labor, material and equipment required to supply the material and bring the course to grade.

BID ITEM 12: Furnish and Install 2-inch Bituminous Plantmix (PG) with Fog Seal

Work covered under this specification shall be in accordance with all applicable sections of the Standard Specifications including Sections 401 through 408.

Before starting the work, the Contractor shall submit a proposed job-mix formula in writing to the City of Mesquite Engineer. The proposed job-mix formula shall be approved by Clark County and the Engineer as required in the Standard Specifications for traffic category 2. The following materials and application rates shall be used to meet the requirements for the Bituminous Plantmix Pavement Construction:

1. The bituminous material shall be per approved job mix formula.
2. The asphalt cement shall be Superpave Performance Grades (PG), per Section 703.
3. The prime coat shall be MC-70 Liquid Asphalt, applied per section 406. (not required)

The tack coat (if required) shall be SS-1h applied per section 405.

The fog seal shall be SS-1h or CSS-1h applied per section 407.

The bituminous mixture shall not be placed, unless approved by the Engineer if the base surface temperature is within 10°F of Table I, section 401.03.05

Measurement and Payment: The quantity of 2-inch Bituminous Plantmix Pavement shall be measured by the square foot. Payment shall be made at the contract unit price bid per square foot adjusted by applicable reductions, and shall be full compensation for all labor, material and equipment required to bring the Bituminous Plantmix surface to grade, including Fog Seal.

BID ITEM 13: Furnish and Install 3-inch Bituminous Plantmix (PG) with Fog Seal

Work covered under this specification shall be in accordance with all applicable sections of the Standard Specifications including Sections 401 through 408.

Before starting the work, the Contractor shall submit a proposed job-mix formula in writing to the City of Mesquite Engineer. The proposed job-mix formula shall be approved by Clark County and the Engineer as required in the Standard Specifications for traffic category 2. The following materials and application rates shall be used to meet the requirements for the Bituminous Plantmix Pavement Construction:

1. The bituminous material shall be per approved job mix formula.
2. The asphalt cement shall be Superpave Performance Grades (PG), per Section 703.
3. The prime coat shall be MC-70 Liquid Asphalt, applied per section 406. (not required)

The tack coat (if required) shall be SS-1h applied per section 405.

The fog seal shall be SS-1h or CSS-1h applied per section 407.

The bituminous mixture shall not be placed, unless approved by the Engineer if the base surface temperature is within 10°F of Table I, section 401.03.05

Measurement and Payment: The quantity of 3-inch Bituminous Plantmix Pavement shall be measured by the square foot. Payment shall be made at the contract unit price bid per square foot adjusted by applicable reductions, and shall be full compensation for all labor, material and equipment required to bring the Bituminous Plantmix surface to grade, including Fog Seal.

BID ITEM 14: Furnish and Install 24-inch Corrugated Plastic Storm Drain Pipe

Work covered under this specification consists of furnishing all of the labor, materials and equipment necessary to install the 24-inch smooth interior corrugated polyethylene storm drain as shown on the plans or as directed in the field.

Materials and Installation: Pipe and fittings shall be made of polyethylene compounds which meet or exceed the requirements of Type III, Category 4, Grade P 33, Class C per ASTM D-1248 with the applicable requirements defined in ASTM D-1248. Clean reworked material may be used.

Minimum parallel plate pipe stiffness values at 5% deflection shall be as follows:

Diameter	Pipe Stiffness*
12'	45 psi
15"	42 psi
18"	40 psi
24"	34 psi
30"	28 psi
36"	22 psi

* Per ASTM Test Methods D=2412

The pipe and fittings shall be free of foreign inclusions and visible defects. The ends of the pipe shall be cut squarely so as not to adversely effect joining.

The nominal size for the pipe and fittings is based on the nominal inside diameter of the pipe. Corrugated fittings may be either molded or fabricated by the manufacturer. Fittings produced by manufacturers other than the supplier of the pipe shall be permitted without the approval of the Project Engineer.

Joints shall be water and pressure tight bell and spigot type with gaskets, up to a minimum of 5 psi. The pipe joints shall be made in accordance with the manufacturers recommendation to provide a watertight joint. If the minimum pressure is not reached epoxy coating may be applied to the joints to ensure the proper seal at joint locations.

Installation shall be in accordance with ASTM Recommended Practice D-2321 or as specified by the Project Engineer or local approving agency.

A manufacturer's certification that the project was manufactured, tested, and supplied in accordance with this specification shall be furnished to the Project Engineer upon request.

Measurement and Payment: The 24-inch storm drain shall be measured by the lineal foot. Payment for furnishing and the installation of 24-inch smooth interior corrugated polyethylene pipe shall be made at the unit price bid per foot and shall be full compensation for all labor materials and equipment necessary to install the storm drain pipe and render it useable. No additional payment shall be made for trenching, backfill, etc. associated with the storm drain.

BID ITEM 15: Furnish and Install 30-inch Corrugated Plastic Storm Drain Pipe

Work covered under this specification consists of furnishing all of the labor, materials and equipment necessary to install the 30-inch smooth interior corrugated polyethylene storm drain as shown on the plans or as directed in the field.

Materials and Installation: Pipe and fittings shall be made of polyethylene compounds which meet or exceed the requirements of Type III, Category 4, Grade P 33, Class C per ASTM D-1248 with the applicable requirements defined in ASTM D-1248. Clean reworked material may be used.

Minimum parallel plate pipe stiffness values at 5% deflection shall be as follows:

Diameter	Pipe Stiffness*
12'	45 psi
15"	42 psi
18"	40 psi
24"	34 psi
30"	28 psi
36"	22 psi

* Per ASTM Test Methods D=2412

The pipe and fittings shall be free of foreign inclusions and visible defects. The ends of the pipe shall be cut squarely so as not to adversely effect joining.

The nominal size for the pipe and fittings is based on the nominal inside diameter of the pipe. Corrugated fittings may be either molded or fabricated by the manufacturer. Fittings produced by manufacturers other than the supplier of the pipe shall be permitted without the approval of the Project Engineer.

Joints shall be water and pressure tight bell and spigot type with gaskets, up to a minimum of 5 psi. The pipe joints shall be made in accordance with the manufacturers recommendation to provide a watertight joint. If the minimum pressure is not reached epoxy coating may be applied to the joints to ensure the proper seal at joint locations.

Installation shall be in accordance with ASTM Recommended Practice D-2321 or as specified by the Project Engineer or local approving agency.

A manufacturer's certification that the project was manufactured, tested, and supplied in accordance with this specification shall be furnished to the Project Engineer upon request.

Measurement and Payment: The 30-inch storm drain shall be measured by the lineal foot. Payment for furnishing and the installation of 30-inch smooth interior corrugated polyethylene pipe shall be made at the unit price bid per foot and shall be full compensation for all labor materials and equipment necessary to install the storm drain pipe and render it useable. No additional payment shall be made for trenching, backfill, etc. associated with the storm drain.

BID ITEM 16: **Furnish and Install Type "CM2" Storm Drain Drop Inlets**

Work covered under this specification consists of furnishing and installing storm drain drop inlets and furnishing all of the labor, material and equipment necessary for the excavation, the installation and backfilling for all required Type "CM2" drop inlets as shown on the drawings or as directed by the Engineer.

The Type "CM2" (reference standard drawing # 412.1) drop inlets shall be supplied and installed by the Contractor. Materials and installation shall be in accordance with the Drawings and Standard Specifications. The location of the drop inlets shall be as shown on the drawings and as staked in the field by the Engineer.

Measurement and Payment: Each drop inlet shall be measured as one separate unit, after installation and acceptance by the Engineer. Payment shall be made at the contract unit price bid per drop inlet. This shall be full compensation for all removal/disposal of existing curb, gutter, excavation, finishing and installing materials, foundation preparation, backfilling, testing and pipeline connections required to complete the work and render the inlet box useable.

BID ITEM 17: **Furnish and Install 60" Storm Drain Manhole**

Work covered under this specification shall be in accordance with the plans and standard drawings and consists of furnishing all of the labor, equipment and materials necessary for the installation of a 60-inch storm drain manhole as shown on the plans (reference standard drawing # 403). All manholes to have rim flush with ground surface.

Measurement and Payment: The 60-inch storm drain manhole shall be measured as a single complete item each in the field by the Engineer. Payment shall be full compensation for furnishing all of the labor, materials and equipment necessary to render the manhole safe, useable, and complete.

BID ITEM 18: **Backfill Curb & Gutter and Sidewalk as shown on the "Back Fill Detail" on sheet 5 of plans**

Work under this specification covers the requirements for utilizing asphalt millings for backfilling the curb and gutter and sidewalk to provide a smooth transition between the top of the curb, or sidewalk, and the existing natural grade.

Work: Once the curb and gutter and sidewalk has been completed, the contractor shall place and compact material as shown in the "Backfill Detail" on sheet 5 of the plans to provide a smooth transition between the top of the curb or sidewalk and the natural grade.

Work shall be in accordance with the standard specifications and drawings. And backfill material shall be compacted to 90 percent of maximum density.

Material: The contractor shall utilize a portion of the milling material generated from the roto-milling of Kitty Hawk road to backfill the curb and sidewalk and provide the transition.

Measurement and Payment: The quantity of backfill material shall be measured "Neat Line" in the field after placement to the nearest cubic yard. Payment will be made at the contract price per cubic yard and shall be full compensation for all labor materials and equipment necessary to complete the backfilling as required.

BID ITEM 19: **Furnish and Install Single Mast Streetlight with Standard Foundation per CCA Standard DWG#321**

Work covered under this specification consists of furnishing all of the materials, labor and equipment necessary to install the streetlights as shown on the plans

Materials include, but are not limited to lighting poles and pole bases.

General - All materials and workmanship shall conform to these specifications, the applicable provisions of the Uniform Standard Specifications for Public works' Construction of Offsite Improvements, Clark County, Nevada, latest edition; the latest edition of the Uniform Standard Drawing for Public Works Construction, Clark County Area and the latest edition of the National Electrical Code.

A list of material shall be submitted to the Engineer for approval prior to ordering it for construction.

Lighting Poles - The lighting poles shall be galvanized finish and conform to Standard Drawing #314. The foundation details shall conform to Standard Drawings #321. The lighting poles for the 100-watt lights shall be provided with 8-foot arms.

Measurement and Payment: The streetlights shall be measured as a per each item upon completion and acceptance by the Engineer. Payment will be made at the contract unit price bid and shall be full compensation for furnishing all of the labor, material and equipment necessary to render the lighting system complete.

BID ITEM 20: **Furnish and Install Single Mast Streetlight with Type "E" Foundation per CCA Standard DWG#718**

Work covered under this specification consists of furnishing all of the materials, labor and equipment necessary to install the streetlights as shown on the plans

Materials include, but are not limited to lighting poles and pole bases.

General - All materials and workmanship shall conform to these specifications, the applicable provisions of the Uniform Standard Specifications for Public works' Construction of Offsite Improvements, Clark County, Nevada, latest edition; the latest edition of the Uniform Standard Drawing for Public Works Construction, Clark County Area and the latest edition of the National Electrical Code.

A list of material shall be submitted to the Engineer for approval prior to ordering it for construction.

Lighting Poles - The lighting poles shall be galvanized finish and conform to Standard Drawing #314. The foundation details shall conform to Standard Drawings #718. The lighting poles for the 100-watt lights shall be provided with 8-foot arms.

Measurement and Payment: The streetlights shall be measured as a per each item upon completion and acceptance by the Engineer. Payment will be made at the contract unit price bid and shall be full compensation for furnishing all of the labor, material and equipment necessary to render the lighting system complete.

BID ITEM 21: **Furnish and Install Streetlight Power System Complete including conduit, transformer and wiring as shown on the plans**

Work covered under this specification consists of furnishing all of the materials, labor and equipment necessary to complete the street lighting system and render it useable.

Materials include, but are not limited to conduit, pull boxes, luminaries, service equipment and wiring.

General - All materials and workmanship shall conform to these specifications, the applicable provisions of the Uniform Standard Specifications for Public works' Construction of Offsite Improvements, Clark County, Nevada, latest edition; the latest edition of the Uniform Standard Drawing for Public Works Construction, Clark County Area and the latest edition of the National Electrical Code.

A list of material shall be submitted to the Engineer for approval prior to ordering it for construction.

Conduit - The electrical conduit shall be schedule 40 PVC of the size shown on the plan. Underground conduit shall be installed at the back edge of sidewalk in line with the center of the lighting pole foundations. Deviation of alignment may be permitted by the Engineer. The conduit shall be buried a minimum of 24 inches below finished surface of grade.

Pullboxes - Pullboxes shall be No. 3 2 and installed where shown on the plans. Pull boxes shall conform to Standard Drawings #326. The area around pull boxes installed outside of sidewalk area shall be surfaced with concrete in accordance with Standard Drawings #329.

Luminaries - The luminaries shall be Green Cobra GCM F-Series LED Light 150 W equivalent. The luminaries shall be furnished with an optical assembly to provide for Type III IES light distribution. The ballasts for the Green Cobra GCM F-Series LED Light lamps shall be designed for operation on a nominal 240 volt, 1 phase 60 hertz power source..

Electrical Service Points - The street lighting systems shall be served from the service points provided by Overton Power. The service source will be 120/240 volt, single phase. The Contractor is responsible for coordinating the power connection with Overton Power prior to construction.

Service equipment shall be mounted on the lighting standards. The service equipment and installation shall conform to Standard Drawing #330 and #331. The photo electric control shall be Type I. The Contractor shall be rated for the circuit amperage.

Measurement and Payment: The street lighting system shall be measured as a lump sum item upon completion and acceptance by the Engineer. Payment will be made at the contract unit lump sum and shall be full compensation for furnishing all of the labor, material and equipment necessary to render the lighting system complete.

BID ITEM 22: **Pavement Striping and Markings as shown on the plans**

Work under this specification covers the requirements for painting the lane striping, traffic movement markings and curb markings as shown on the plans.

Work shall be in accordance with the standard specifications and drawings and the latest edition of the Manual of Uniform Traffic control Devices

Materials: Traffic Paint for longitudinal lines shall Rapid Dry Waterborne Paint – Type II, or equal, and be listed on Nevada Department of Transportation (NDOT) Qualified Products List (QPL). Pavement markings for cross walks, stop bars, and symbols shall be Thermoplastic Pavement Marking material, or equal, and be listed on NDOT QPL. See www.nevadadot.com; select "Doing Business," then "Contractors."

Measurement and Payment: The quantity of traffic striping and markings for this project shall be measured as A **Lump Sum** item after completion and acceptance by the city of Mesquite, Payment shall be made at the contract Lump Sum price bid and shall be full compensation for all labor, materials and equipment necessary to complete striping and markings.

BID ITEM 23: Adjust Water Valve Box to Grade with Concrete Collar

Work under this specification consists of raising / lowering existing H2O valve boxes that fall in the paved road surface, as shown on the plans and as directed by the Engineer. The H2O valve boxes shall be excavated. The existing concrete collars shall be removed and the valve boxes shall be lowered below finish sub-grade prior to placement of the new asphalt surface. After the roadway surface is completed, the H2O valve boxes shall be excavated and brought to finish grade with a standard concrete collar as shown on standard drawing No. 7.0 in the Virgin Valley Water District Design Standards and Specifications for Water Works Construction.

Measurement and Payment: The raising / lowering of existing H2O valve boxes shall be measured as a unit item, per each. Payment shall be made at the unit price bid per each H2O valve boxes raised / lowered and brought to grade and accepted by the Engineer and shall be full compensation for all labor, excavation, backfilling, materials supplied necessary to install the concrete collar and complete the work.

BID ITEM 24: Adjust Manhole Lid to Grade with Concrete Collar

Work under this specification consists of raising / lowering existing manholes that fall in the paved road surface, as shown on the plans and as directed by the Engineer. The manholes shall be excavated, the existing collars shall be removed and the manhole, ring, and covers shall be lowered below finish sub-grade prior to placement of the new asphalt surface. After the roadway surface is completed, the manholes shall be excavated and brought to finish grade with a standard concrete collar as shown in the plans and standard drawings.

Measurement and Payment: The raising / lowering of existing sewer manholes shall be measured as a unit item, per each. Payments shall be made at the unit price bid per each manhole raised / lowered and brought to grade and accepted by the Engineer, and shall be full compensation for all labor, excavation, backfilling, and materials supplies necessary to complete the work.

PERMIT MATRIX

The following matrix identifies typical permits required for the City of Mesquite, Clark County, State of Nevada to permit the Contractor to work within the Right-of-Way, or conform to environmental requirements. Contactor shall be responsible to obtain all applicable city and other permits prior to beginning work. In addition to the county or state required permits identified by these Contract Documents, the Contractor shall ascertain and obtain additional permits required. If applicable, copies of the permits obtained by the District are included in the Contract Documents. The Contractor shall be responsible for compliance with all permits, terms, and conditions. The Contractor shall confirm the fee of all permits required of the Contractor.

City of Mesquite – Kitty Hawk Drive Improvement Project Permit / Agency Requirements Summary							
Issuing Agency	Permit Type	Regulated Activity	Responsible Party / Application Schedule	Approximate Processing Time	Estimate Fee (\$)	Remarks / Status	Schedule
City of Mesquite, Development Services	Grading Permit	Required for Construction, excavation, installation, or occupancy within City right-of-way	Contractor – After Notice to Proceed	7 – 10 business Days	None		Start of Construction
City of Mesquite, Public Works Department	Off-Site Encroachment Permit	Required for off-site construction, or encroachment within public easements	Contractor – After Notice to Proceed	2 - 3 business days	None		Start of Construction
City of Mesquite, Public Works Department	Excavation, Utilities, Construction Permit	Required for Utility Construction	Contractor – After Notice to Proceed	2 - 3 business days	None		Start of Construction
Clark County Health District	Dust Control Permit	Required for dust emissions from construction, grading and trenching for any soil disturbance of ¼ acre or more	Contractor – after Notice to Proceed	7 – 10 business days	\$90.00 per acre		Start of Construction

1 Responsible party refers to party obtaining permit only. Contractor shall be responsible for compliance with all permits, terms and conditions.



Date: December 29, 2020

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

Contract Documents

Reference: ADVERTISEMENT FOR BIDS, PAGE 3:

Deletion: Delete the entire fourth paragraph.

Addition: A virtual pre-bid meeting will be held on **January 5th, 2021** at **10:00 AM** (PST). This meeting may be attended either physically or virtually. Any one attending physically will be required to wear masks through the entire meeting. The physical location of the meeting will be at the Mesquite City Offices, 10 E. Mesquite Boulevard, Mesquite, Nevada. Attendees may also participate through Google Meet Video Conferencing. The Google Meet Video Conferencing link is attached to the email. Please contact Tysha Blaber with the City of Mesquite Public Works Department for information on the Google Meet video link. Her email address is tblaber@mesquitenv.gov. The purpose of the meeting will be to discuss the Project, to answer questions or concerns from Bidders, and to address any key issues related to the Project.

Reference: INFORMATION FOR BIDDERS, PAGE 4:

Deletion: Delete the entire fifth paragraph.

Addition: A virtual pre-bid meeting will be held on **January 5th, 2021** at **10:00 AM** (PST). This meeting may be attended either physically or virtually. Any one attending physically will be required to wear masks through the entire meeting. The physical location of the meeting will be at the Mesquite City Offices, 10 E. Mesquite Boulevard, Mesquite, Nevada. Attendees may also participate through Google Meet Video Conferencing. The Google Meet Video Conferencing link is attached to the email. Please contact Tysha Blaber with the City of Mesquite Public Works Department for information on the Google Meet video link. Her email address is tblaber@mesquitenv.gov. The purpose of the meeting will be to discuss the Project, to answer questions or concerns from Bidders, and to address any key issues related to the Project.

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

Sincerely,

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

Travis H. Anderson, P.E.
City of Mesquite Public Works Director

ADDENDUM #2

January 7, 2021

City of Mesquite

Kitty Hawk Drive Street Improvement Project

Labor Commission Project Identifying Number: PWP# CL-2020-227

The following modifications have been made to the contract documents:

Points of clarification:

The inlet shown on sheet 7 of the plans is an existing inlet with an outlet pipe that extends east to the existing drainage swale between the roadway and the airport runway. The existing inlet is to be core drilled to allow for the connection of the new 18-inch storm drain pipe, the void between the existing concrete and the new pipe shall be sealed with non-shrink grout. The contractor shall include all costs for the core drilling and connection in the linear foot price bid for the 18-inch storm drain, bid item # 25 of "Bid Schedule Addendum #2"

All street lights called out with construction note 50 on the plans shall be constructed with standard foundations in accordance with C.C. standard drawing # 321

All street lights called out with construction note 59 on the plans shall be constructed in accordance with all components of C.C. standard drawing #719, except the foundation may be reduced to 30-inch diameter.

Grading and earthwork required for the project is minimal and is considered incidental to work being performed. No additional payment will be made for grading and earthwork.

Specifications

Bid Schedule:

The project bid schedule has been modified, the contractor is instructed to cross out the bid schedule included as pages 11 and 12 of the specifications and prepare their bid in accordance with "Bid Schedule addendum #2" included with this addendum. Contractor shall complete "Bid Schedule addendum #2" and submit it as part of the bid proposal. The Base Bid Amount Included on the Bid Proposal, Page 10 of the Specifications, shall reflect the total bid amount shown on "Bid Schedule Addendum # 2.

Technical Specifications:

The project Technical Specifications have been modified, the contractor is instructed to cross out the Technical specifications included as pages 43 through 51 of the specifications and prepare their bid in accordance with “Technical Specifications addendum #2” included with this addendum.

Plans:

Sheets 3, 4, 6, 7, and 8 have been modified, the contractor is instructed to disregard sheets 3, 4, 6, 7 and 8 of the original plan set and prepare their bid in accordance with the new plan sheets, included with this addendum and clearly marked “ sheet # ADDENDUM # 2.

BID SCHEDULE ADDENDUM # 2

CITY OF MESQUITE – Kitty Hawk Drive Improvement Project

Labor Commission Project Identifying Number: **PWP# CL 2020-227**

NOTE TO BIDDERS: Any quantities or other information listed are merely estimates based on preliminary plans and specifications. Bidder shall review, inspect, and conduct Bidder's own due diligence related to the same and all other aspects of Bidder's Bid. By submitting a bid, Bidder hereby verifies all quantities and other specifics based on Bidder's own due diligence and investigation. If upon further inspection prior to bidding or beginning work, any quantity amounts specified below or on the plans for the Project are found to vary substantially from any estimated quantities, Bidder shall immediately notify the City of Mesquite in writing.

Bid Item	Description	Estimated Quantity	Unit Price	Total Amount
1	Mobilization/Demobilization	Lump Sum	_____	_____
2	Construction Conflicts	Lump Sum	\$ 50,000.00	\$ 50,000.00
3	Relocate Existing Guardrail	150 l.f.	_____	_____
4	Traffic Control	Lump Sum	_____	_____
5	Roto-mill and Dispose of 4-inches of Asphalt on Kitty Hawk Drive	212,519 s.f.	_____	_____
6	Furnish & Install 24-inch L-type Curb & Gutter with Aggregate Base	5,098 l.f.	_____	_____
7	Furnish & Install A Type Curb with Base	163 l.f.	_____	_____
8	Furnish & Install 4-inch Thick Concrete Flatwork for Sidewalk with Base	21,715 s.f.	_____	_____
9	Furnish & Install 1-inch Type II Aggregate Base	202,156 s.f.	_____	_____
10	Furnish & Install 4-inch Type II Aggregate Base	1,180 s.f.	_____	_____
11	Furnish & Install 10-inch Type II Aggregate Base	18,514 s.f.	_____	_____
12	Furnish & Install 2-inch Bituminous Plantmix (PG) with Fog Seal	1,180 s.f.	_____	_____
13	Furnish & Install 3-inch Bituminous Plantmix (PG) with Fog Seal	220,670 s.f.	_____	_____

14	Furnish and Install 24-inch Corrugated Plastic Storm Drain Pipe	648 l.f.	_____	_____
15	Furnish and Install 30-inch Corrugated Plastic Storm Drain Pipe	57 l.f.	_____	_____
16	Furnish and Install Type "CM2" Storm Drain Drop Inlet	4 each	_____	_____
17	Furnish and Install 60" Storm Drain Manhole	2 each	_____	_____
18	Backfill curb & gutter and sidewalk as shown on the "back fill detail" on sheet 5 of plans	1,100 c.y.	_____	_____
19	Furnish & install single mast streetlight with standard foundation per CCA standard dwg# 321	21 each	_____	_____
20	Furnish & Install single mast streetlight with Type "E" foundation per CCA standard dwg# 718	4 each	_____	_____
21	Furnish & Install streetlight power system Complete including conduit, transformer pad, and wiring as shown on the plans	Lump Sum	_____	_____
22	Pavement striping and marking as shown on the plans	Lump Sum	_____	_____
23	Adjust water valve box to grade with concrete collar	11 each	_____	_____
24	Adjust manhole lid to grade with concrete collar	3 each	_____	_____
25	Furnish and Install 18-inch Corrugated Plastic Storm Drain Pipe	420 l.f.	_____	_____
26	Furnish and Install 48" Storm Drain Manhole	1 each	_____	_____
27	Construct ADA handicap ramp as shown on the construction plans	495 s.f.	_____	_____
28	Construct commercial driveway as shown on the construction plans	387 s.f.	_____	_____
29	Construct 4-inch concrete slab with gravel base as shown on sheet 7 of the construction plans	1665 s.f.	_____	_____
30	Construct 4' Valley Gutter	370 s.f.	_____	_____

31	Remove and Replace Existing Cross-Gutter Spandrel	395 s.f.	_____	_____
32	Furnish and Install "Mojave Red Landscaping Rock 3" thick over Weed Barrier (SF)"	8818 s.f.	_____	_____
33	Furnish and Install key pad conduit Sheet 7 addendum # 2 of the plans	100 l.f.	_____	_____
34	Removal and Disposal of Structures and obstructions	Lump Sum	_____	_____

Total Bid Amount: \$ _____

Bid Total Amount written in words _____

TECHNICAL SPECIFICATIONS ADDENDUM # 2

CITY OF MESQUITE – Kitty Hawk Drive Improvement Project

Labor Commission Project Identifying Number: PWP# CL 2020-227

SPECIFICATIONS REFERENCES:

All applicable portions of the Uniform Standard Specifications for Public Works Construction, Off-site Improvements, Clark County Area, Nevada latest edition. (USSPWC) and latest revisions; and Uniform Standard Drawings for Public Works Construction 1988 Edition (USDPWC) and latest revisions. Virgin Valley Water District, Design Standards and Specifications for Water Works Construction, latest revision. Specific section numbers referenced in the following Specifications are contained within the above noted Standard Specifications and Drawings.

BID ITEM SPECIFICATIONS

BID ITEM 1: Mobilization / Demobilization

Work under this specification covers the requirements for mobilization of all equipment, manpower and associated items necessary to construct the waterline replacement portion of the project. Also under this item are all costs for demobilizing all equipment, manpower, etc. when the project is complete.

Measurement and Payment: The mobilization and demobilization process will be measured as a lump sum item. Payment will be made as follows:

- 50% of contract lump sum price bid when Contractor has mobilized necessary equipment, manpower and materials and has initiated work.
- 50% upon project completion.

Payment of the lump sum price bid, shall be full compensation for all costs associated with the mobilization / demobilization process.

BID ITEM 2: Construction Conflicts

This work shall consist of repairing, rebuilding, relocating, replacing, constructing or reconstruction of any surface or sub-surface improvements which cannot be performed by extending bid items and which are not shown on the plans, or not otherwise covered in these Technical Specifications / Special Provisions. Work shall also consist of extended bid items such as additional excavation that has been authorized and approved by Owner and ENGINEER. Such work shall be performed in accordance with the Standard Specifications, Standard Drawings, and these Technical Specifications and as directed by the ENGINEER.

This work shall not be performed until the Contractor is instructed to proceed by the ENGINEER in writing. The ENGINEER will keep strict account of all actual costs involved with this item of work. The Contractor shall be paid in accordance with subsection 109.03, "Extra and Force Account Work" of SPECIFICATIONS.

Fifty Thousand Dollars (\$ 50,000.00) has been entered into the Bid Schedule under Bid Item Number 2, "Construction Conflicts." The Bidder shall include this amount in the total Base Bid amount.

Measurement and Payment: Measurement shall be determined by the ENGINEER, and shall be specific for each occurrence in accordance to Section 109 of the STANDARD SPECIFICATIONS.

BID ITEM 3: Relocate Existing Guardrail

Work under this specification covers the requirements for relocating the existing guardrail as shown on the plans. The existing guardrail shall be dismantled in a workman like manner, with care taken to protect the guardrail components, and re-constructed in the location shown on the plans and as staked in the field by the engineer.

Measurement and Payment: All relocated guardrail shall be measured in the field to the nearest lineal foot. After installation and acceptance by the engineer and the City of Mesquite. Payment shall be made at the contract price bid per foot and shall be full compensation for all labor, materials and equipment necessary to relocate the guardrail and render it useable.

BID ITEM 4: Traffic Control

The Contractor is responsible for providing all traffic control necessary for the construction of the project. Prior to construction, the Contractor shall prepare a traffic control plan. The traffic control plan shall conform to:

- 2009 Manual on Uniform Traffic Control Devices
- American Association of State Highway and transportation officials
- Clark County Uniform Standard Drawings
- Nevada Work Zone Control Handbook

The Contractor shall submit the traffic control plan to the City of Mesquite Engineer for review and approval. Written approval of the traffic control plan, from the City of Mesquite Engineer, shall be obtained by the Contractor prior to beginning construction.

It shall be the sole responsibility of the contractor to provide uninterrupted traffic access to all businesses and residences within the construction area for the duration of the contract.

The Contractor shall include in this bid item all costs for all labor, signing, barricading, flagging and appurtenant work necessary to provide all traffic control during construction of the project.

Measurement and Payment: All traffic control for the project shall be measured as a lump sum item. Payment shall be made at the contract lump sum price bid. Payment shall be made in two payments – 50% of lump sum shall be paid with first pay request and the remaining 50% shall be paid when the project is complete and accepted by the City of Mesquite. Payment shall be full compensation for all labor, materials, equipment, coordination and appurtenant work necessary to provide traffic control for the project.

BID ITEM 5: Roto-mill and Dispose of 4-inches of Asphalt on Kitty Hawk Drive

Work covered under this specification includes, but is not limited to, removal and disposal of all asphalt and obstructions, re-grading and compacting subgrade required for construction of new improvements as defined in the specifications.

The Contractor shall roto-mill and dispose of the top 4" of existing asphalt and / or base as shown on the plans in order to allow for the new pavement. The contractor shall include in this bid item all costs for transporting and disposal of the milled material from the job site show on the plans.

Measurement and Payment: The removal of asphalt and obstructions shall be measured by the square foot. Payment shall be made at the contract square foot price bid and shall be full payment for all labor, material and equipment required to remove existing asphalt, and other obstructions shown on the plans or as noted in the specifications.

BID ITEM 6: Furnish and Install 24 inch “L Type” Curb and Gutter with Aggregate Base

Work covered under this specification includes furnishing and installing all 24-inch - L type curb and gutter as shown on the plans and as staked in the field, including aggregate base.

All work shall be in accordance with the standard drawings and specifications (reference drawing #216).

Measurement and Payment: The 24-inch - L type curb and gutter shall be measured in the field along the top back of the curb to the nearest one foot. Payment will be made at the contract unit price bid per linear foot and shall be full compensation for furnishing all of the labor, material and equipment necessary to render the curb and gutter complete and usable. No additional payment shall be made for the aggregate base.

BID ITEM 7: Furnish and Install A Type Curb with Base

Work covered under this specification includes furnishing and installing all “A”- type curb and gutter as shown on the plans and as staked in the field, including aggregate base.

All work shall be in accordance with the standard drawings and specifications (*reference drawing #219*)

Measurement and Payment: The “A” type curb and gutter shall be measured in the field along the top back of the curb to the nearest one foot. Payment will be made at the contract unit price bid per linear foot and shall be full compensation for furnishing all of the labor, material and equipment necessary to render the curb and gutter complete and usable. No additional payment shall be made for the aggregate base.

BID ITEM 8: Furnish and Install 4-inch Thick Concrete Flatwork for Sidewalks with Base

Work covered under this specification shall be in accordance with the plans and Standard Drawings and consists of furnishing all of the labor, equipment and materials necessary for the installation of all sidewalk, radius flatwork, and handicap ramps as shown on the plans, including 5-inch aggregate base.

All work shall be in accordance with the standard drawings and specifications (reference drawing #234).

Measurement and Payment: The 4-inch concrete flat work for sidewalk, and radius flatwork including the aggregate base shall be measured in the field by the Engineer to the nearest square foot. Payment shall be full compensation for furnishing all of the labor, material and equipment necessary to render the sidewalk complete and useable. No additional payment shall be made for the aggregate base.

BID ITEM 9: Furnish and Install 1-inch Type II Aggregate Base

Work covered under this specification shall be in accordance with the Standard Specification (Ref. Section 302).

Measurement and Payment: The quantity of 1-inch Type II Aggregate Base shall be measured as a unit price per square foot within the areas to be roto milled and re-paved. Payment shall be made at the contract unit price bid per square foot and shall be full payment for all labor, material and equipment required to supply the material and bring the course to grade.

BID ITEM 10: Furnish and Install 4-inch Type II Aggregate Base

Work covered under this specification shall be in accordance with the Standard Specification (Ref. Section 302).

Measurement and Payment: The quantity of 4-inch Type II Aggregate Base shall be measured as a unit price per square foot within the pathway areas to be paved. Payment shall be made at the contract unit price bid per square foot and shall be full payment for all labor, material and equipment required to supply the material and bring the course to grade.

BID ITEM 11: Furnish and Install 10-inch Type II Aggregate Base

Work covered under this specification shall be in accordance with the Standard Specification (Ref. Section 302).

Measurement and Payment: The quantity of 10-inch Type II Aggregate Base shall be measured as a unit price per square foot within the areas to be newly paved. Payment shall be made at the contract unit price bid per square foot and shall be full payment for all labor, material and equipment required to supply the material and bring the course to grade.

BID ITEM 12: Furnish and Install 2-inch Bituminous Plantmix (PG) with Fog Seal

Work covered under this specification shall be in accordance with all applicable sections of the Standard Specifications including Sections 401 through 408.

Before starting the work, the Contractor shall submit a proposed job-mix formula in writing to the City of Mesquite Engineer. The proposed job-mix formula shall be approved by Clark County and the Engineer as required in the Standard Specifications for traffic category 2. The following materials and application rates shall be used to meet the requirements for the Bituminous Plantmix Pavement Construction:

1. The bituminous material shall be per approved job mix formula.
2. The asphalt cement shall be Superpave Performance Grades (PG), per Section 703.
3. The prime coat shall be MC-70 Liquid Asphalt, applied per section 406. (not required)

The tack coat (if required) shall be SS-1h applied per section 405.

The fog seal shall be SS-1h or CSS-1h applied per section 407.

The bituminous mixture shall not be placed, unless approved by the Engineer if the base surface temperature is within 10°F of Table I, section 401.03.05

Measurement and Payment: The quantity of 2-inch Bituminous Plantmix Pavement shall be measured by the square foot. Payment shall be made at the contract unit price bid per square foot adjusted by applicable reductions, and shall be full compensation for all labor, material and equipment required to bring the Bituminous Plantmix surface to grade, including Fog Seal.

BID ITEM 13: Furnish and Install 3-inch Bituminous Plantmix (PG) with Fog Seal

Work covered under this specification shall be in accordance with all applicable sections of the Standard Specifications including Sections 401 through 408.

Before starting the work, the Contractor shall submit a proposed job-mix formula in writing to the City of Mesquite Engineer. The proposed job-mix formula shall be approved by Clark County and the Engineer as required in the Standard Specifications for traffic category 2. The following materials and application rates shall be used to meet the requirements for the Bituminous Plantmix Pavement Construction:

1. The bituminous material shall be per approved job mix formula.
2. The asphalt cement shall be Superpave Performance Grades (PG), per Section 703.
3. The prime coat shall be MC-70 Liquid Asphalt, applied per section 406. (not required)

The tack coat (if required) shall be SS-1h applied per section 405.

The fog seal shall be SS-1h or CSS-1h applied per section 407.

The bituminous mixture shall not be placed, unless approved by the Engineer if the base surface temperature is within 10°F of Table I, section 401.03.05

Measurement and Payment: The quantity of 3-inch Bituminous Plantmix Pavement shall be measured by the square foot. Payment shall be made at the contract unit price bid per square foot adjusted by applicable reductions, and shall be full compensation for all labor, material and equipment required to bring the Bituminous Plantmix surface to grade, including Fog Seal.

BID ITEM 14: Furnish and Install 24-inch Corrugated Plastic Storm Drain Pipe

Work covered under this specification consists of furnishing all of the labor, materials and equipment necessary to install the 24-inch smooth interior corrugated polyethylene storm drain as shown on the plans or as directed in the field.

Materials and Installation: Pipe and fittings shall be made of polyethylene compounds which meet or exceed the requirements of Type III, Category 4, Grade P 33, Class C per ASTM D-1248 with the applicable requirements defined in ASTM D-1248. Clean reworked material may be used.

Minimum parallel plate pipe stiffness values at 5% deflection shall be as follows:

Diameter	Pipe Stiffness*
12'	45 psi
15"	42 psi
18"	40 psi
24"	34 psi
30"	28 psi
36"	22 psi

* Per ASTM Test Methods D=2412

The pipe and fittings shall be free of foreign inclusions and visible defects. The ends of the pipe shall be cut squarely so as not to adversely affect joining.

The nominal size for the pipe and fittings is based on the nominal inside diameter of the pipe. Corrugated fittings may be either molded or fabricated by the manufacturer. Fittings produced by manufacturers other than the supplier of the pipe shall be permitted without the approval of the Project Engineer.

Joints shall be water and pressure tight bell and spigot type with gaskets, up to a minimum of 5 psi. The pipe joints shall be made in accordance with the manufacturer's recommendation to provide a watertight joint. If the minimum pressure is not reached epoxy coating may be applied to the joints to ensure the proper seal at joint locations.

Installation shall be in accordance with ASTM Recommended Practice D-2321 or as specified by the Project Engineer or local approving agency.

A manufacturer's certification that the project was manufactured, tested, and supplied in accordance with this specification shall be furnished to the Project Engineer upon request.

Measurement and Payment: The 24-inch storm drain shall be measured by the lineal foot. Payment for furnishing and the installation of 24-inch smooth interior corrugated polyethylene pipe shall be made at the unit price bid per foot and shall be full compensation for all labor materials and equipment necessary to install the storm drain pipe and render it useable. No additional payment shall be made for trenching, backfill, etc. associated with the storm drain.

BID ITEM 15: Furnish and Install 30-inch Corrugated Plastic Storm Drain Pipe

Work covered under this specification consists of furnishing all of the labor, materials and equipment necessary to install the 30-inch smooth interior corrugated polyethylene storm drain as shown on the plans or as directed in the field.

Materials and Installation: Pipe and fittings shall be made of polyethylene compounds which meet or exceed the requirements of Type III, Category 4, Grade P 33, Class C per ASTM D-1248 with the applicable requirements defined in ASTM D-1248. Clean reworked material may be used.

Minimum parallel plate pipe stiffness values at 5% deflection shall be as follows:

Diameter	Pipe Stiffness*
12'	45 psi
15"	42 psi
18"	40 psi
24"	34 psi
30"	28 psi
36"	22 psi

* Per ASTM Test Methods D=2412

The pipe and fittings shall be free of foreign inclusions and visible defects. The ends of the pipe shall be cut squarely so as not to adversely affect joining.

The nominal size for the pipe and fittings is based on the nominal inside diameter of the pipe. Corrugated fittings may be either molded or fabricated by the manufacturer. Fittings produced by manufacturers other than the supplier of the pipe shall be permitted without the approval of the Project Engineer.

Joints shall be water and pressure tight bell and spigot type with gaskets, up to a minimum of 5 psi. The pipe joints shall be made in accordance with the manufacturers recommendation to provide a watertight joint. If the minimum pressure is not reached epoxy coating may be applied to the joints to ensure the proper seal at joint locations.

Installation shall be in accordance with ASTM Recommended Practice D-2321 or as specified by the Project Engineer or local approving agency.

A manufacturer's certification that the project was manufactured, tested, and supplied in accordance with this specification shall be furnished to the Project Engineer upon request.

Measurement and Payment: The 30-inch storm drain shall be measured by the lineal foot. Payment for furnishing and the installation of 30-inch smooth interior corrugated polyethylene pipe shall be made at the unit price bid per foot and shall be full compensation for all labor materials and equipment necessary to install the storm drain pipe and render it useable. No additional payment shall be made for trenching, backfill, etc. associated with the storm drain.

BID ITEM 16: Furnish and Install Type "CM2" Storm Drain Drop Inlets

Work covered under this specification consists of furnishing and installing storm drain drop inlets and furnishing all of the labor, material and equipment necessary for the excavation, the installation and backfilling for all required Type "CM2" drop inlets as shown on the drawings or as directed by the Engineer.

The Type "CM2" (reference standard drawing # 412.1) drop inlets shall be supplied and installed by the Contractor. Materials and installation shall be in accordance with the Drawings and Standard Specifications. The location of the drop inlets shall be as shown on the drawings and as staked in the field by the Engineer.

Measurement and Payment: Each drop inlet shall be measured as one separate unit, after installation and acceptance by the Engineer. Payment shall be made at the contract unit price bid per drop inlet. This shall be full compensation for all removal/disposal of existing curb, gutter, excavation, finishing and installing materials, foundation preparation, backfilling, testing and pipeline connections required to complete the work and render the inlet box useable.

BID ITEM 17: Furnish and Install 60" Storm Drain Manhole

Work covered under this specification shall be in accordance with the plans and standard drawings and consists of furnishing all of the labor, equipment and materials necessary for the installation of a 60-inch storm drain manhole as shown on the plans (reference standard drawing # 403). All manholes to have rim flush with ground surface.

Measurement and Payment: The 60-inch storm drain manhole shall be measured as a single complete item each in the field by the Engineer. Payment shall be full compensation for furnishing all of the labor, materials and equipment necessary to render the manhole safe, useable, and complete.

BID ITEM 18: Backfill Curb & Gutter and Sidewalk as shown on the "Back Fill Detail" on sheet 5 of plans

Work under this specification covers the requirements for utilizing asphalt millings for backfilling the curb and gutter and sidewalk to provide a smooth transition between the top of the curb, or sidewalk, and the existing natural grade.

Work: Once the curb and gutter and sidewalk has been completed, the contractor shall place and compact material as shown in the "Backfill Detail" on sheet 5 of the plans to provide a smooth transition between the top of the curb or sidewalk and the natural grade.

Work shall be in accordance with the standard specifications and drawings. And backfill material shall be compacted to 90 percent of maximum density.

Material: The contractor shall utilize a portion of the milling material generated from the roto-milling of Kitty Hawk road to backfill the curb and sidewalk and provide the transition.

Measurement and Payment: The quantity of backfill material shall be measured "Neat Line" in the field after placement to the nearest cubic yard. Payment will be made at the contract price per cubic yard and shall be full compensation for all labor materials and equipment necessary to complete the backfilling as required.

BID ITEM 19: Furnish and Install Single Mast Streetlight with Standard Foundation per CCA Standard DWG#321

Work covered under this specification consists of furnishing all of the materials, labor and equipment necessary to install the streetlights as shown on the plans

Materials include, but are not limited to lighting poles and pole bases.

General - All materials and workmanship shall conform to these specifications, the applicable provisions of the Uniform Standard Specifications for Public works' Construction of Offsite Improvements, Clark County, Nevada, latest edition; the latest edition of the Uniform Standard Drawing for Public Works Construction, Clark County Area and the latest edition of the National Electrical Code.

A list of material shall be submitted to the Engineer for approval prior to ordering it for construction.

Lighting Poles - The lighting poles shall be galvanized finish and conform to Standard Drawing #314. The foundation details shall conform to Standard Drawings #321. The lighting poles for the 100-watt lights shall be provided with 8-foot arms.

Measurement and Payment: The streetlights shall be measured as a per each item upon completion and acceptance by the Engineer. Payment will be made at the contract unit price bid and shall be full compensation for furnishing all of the labor, material and equipment necessary to render the lighting system complete.

BID ITEM 20: Furnish and Install Single Mast Streetlight with Type "F" Foundation per CCA Standard DWG # 719

City of Mesquite Kitty Hawk Drive Improvement Project – Addendum #2

Work covered under this specification consists of furnishing all of the materials, labor and equipment necessary to install the streetlights as shown on the plans

Materials include, but are not limited to lighting poles and pole bases.

General - All materials and workmanship shall conform to these specifications, the applicable provisions of the Uniform Standard Specifications for Public works' Construction of Offsite Improvements, Clark County, Nevada, latest edition; the latest edition of the Uniform Standard Drawing for Public Works Construction, Clark County Area and the latest edition of the National Electrical Code.

A list of material shall be submitted to the Engineer for approval prior to ordering it for construction.

Lighting Poles - The lighting poles shall be galvanized finish and conform to Standard Drawing #314. The foundation details shall conform to all components of Standard Drawings #719, except that the foundation diameter may be reduced to 30-inches (see detail sheet 8 of the plans). The lighting poles for the 100-watt lights shall be provided with 8-foot arms.

Measurement and Payment: The streetlights shall be measured as a per each item upon completion and acceptance by the Engineer. Payment will be made at the contract unit price bid and shall be full compensation for furnishing all of the labor, material and equipment necessary to render the lighting system complete.

BID ITEM 21: Furnish and Install Streetlight Power System Complete including conduit, transformer pad and wiring as shown on the plans

Work covered under this specification consists of furnishing all of the materials, labor and equipment necessary to complete the street lighting system and render it useable.

Materials include, but are not limited to conduit, pull boxes, luminaries, transformer pad (Jensen precast UPAD 4242), service equipment and wiring.

General - All materials and workmanship shall conform to these specifications, the applicable provisions of the Uniform Standard Specifications for Public works' Construction of Offsite Improvements, Clark County, Nevada, latest edition; the latest edition of the Uniform Standard Drawing for Public Works Construction, Clark County Area and the latest edition of the National Electrical Code. Any landscaping or improvements disturbed by the contractor shall be restored to pre construction condition.

A list of material shall be submitted to the Engineer for approval prior to ordering it for construction.

Conduit - The electrical conduit shall be schedule 40 PVC of the size shown on the plan. Underground conduit shall be installed at the back edge of sidewalk in line with the center of the lighting pole foundations. Deviation of alignment may be permitted by the Engineer. The conduit shall be buried a minimum of 24 inches below finished surface of grade.

Pullboxes - Pullboxes shall be No. 3 2 and installed where shown on the plans. Pull boxes shall conform to Standard Drawings #326. The area around pull boxes installed outside of sidewalk area shall be surfaced with concrete in accordance with Standard Drawings #329.

Luminaries - The luminaries shall be Green Cobra GCM F-Series LED Light 150 W or equivalent. The luminaries shall be furnished with an optical assembly to provide for Type III IES light distribution. The ballasts for the Green Cobra GCM F-Series LED Light lamps shall be designed for operation on a nominal 240 volt, I phase 60 hertz power source.

Electrical Service Points - The street lighting systems shall be served from the service points provided by Overton Power. The service source will be 120/240-volt, single phase. The Contractor is responsible for coordinating the power connection with Overton Power prior to construction.

Service equipment shall be mounted on the lighting standards. The service equipment and installation shall conform to Standard Drawing #330 and #331. The photo electric control shall be Type I. The Contractor shall be rated for the circuit amperage.

Measurement and Payment: The street lighting system shall be measured as a lump sum item upon completion and acceptance by the Engineer. Payment will be made at the contract unit lump sum and shall be full compensation for furnishing all of the labor, material and equipment necessary to render the lighting system complete.

BID ITEM 22: Pavement Striping and Markings as shown on the plans

Work under this specification covers the requirements for painting the lane striping, traffic movement markings and curb markings as shown on the plans.

Work shall be in accordance with the standard specifications and drawings and the latest edition of the Manual of Uniform Traffic control Devices

Materials: Traffic Paint for longitudinal lines shall *Rapid Dry Waterborne Paint – Type II*, or equal, and be listed on Nevada Department of Transportation (NDOT) Qualified Products List (QPL). Pavement markings for cross walks, stop bars, and symbols shall be *Thermoplastic Pavement Marking* material, or equal, and be listed on NDOT QPL. See www.nevadadot.com; select “Doing Business,” then “Contractors.”

Measurement and Payment: The quantity of traffic striping and markings for this project shall be measured as A **Lump Sum** item after completion and acceptance by the city of Mesquite, Payment shall be made at the contract Lump Sum price bid and shall be full compensation for all labor, materials and equipment necessary to complete striping and markings.

BID ITEM 23: Adjust Water Valve Box to Grade with Concrete Collar

Work under this specification consists of raising / lowering existing H2O valve boxes that fall in the paved road surface, as shown on the plans and as directed by the Engineer. The H2O valve boxes shall be excavated. The existing concrete collars shall be removed and the valve boxes shall be lowered below finish sub-grade prior to placement of the new asphalt surface. After the roadway surface is completed, the H2O valve boxes shall be excavated and brought to finish grade with a standard concrete collar as shown on standard drawing No. 7.0 in the Virgin Valley Water District Design Standards and Specifications for Water Works Construction.

Measurement and Payment: The raising / lowering of existing H2O valve boxes shall be measured as a unit item, per each. Payment shall be made at the unit price bid per each H2O valve boxes raised / lowered and brought to grade and accepted by the Engineer and shall be full compensation for all labor, excavation, backfilling, materials supplied necessary to install the concrete collar and complete the work.

BID ITEM 24: Adjust Manhole Lid to Grade with Concrete Collar

Work under this specification consists of raising / lowering existing manholes that fall in the paved road surface, as shown on the plans and as directed by the Engineer. The manholes shall be excavated, the existing collars shall be removed and the manhole, ring, and covers shall be lowered below finish sub-grade prior to placement of the new asphalt surface. After the roadway surface is completed, the manholes shall be excavated and brought to finish grade with a standard concrete collar as shown in the plans and standard drawings.

Measurement and Payment: The raising / lowering of existing sewer manholes shall be measured as a unit item, per each. Payments shall be made at the unit price bid per each manhole raised / lowered and brought to grade and accepted by the Engineer, and shall be full compensation for all labor, excavation, backfilling, and materials supplies necessary to complete the work.

BID ITEM 25: Furnish and Install 18-inch Corrugated Plastic Storm Drain Pipe

Work covered under this specification consists of furnishing all of the labor, materials and equipment necessary to install the 18-inch smooth interior corrugated polyethylene storm drain as shown on the plans or as directed in the field.

Materials and Installation: Pipe and fittings shall be made of polyethylene compounds which meet or exceed the requirements of Type III, Category 4, Grade P 33, Class C per ASTM D-1248 with the applicable requirements defined in ASTM D-1248. Clean reworked material may be used.

Minimum parallel plate pipe stiffness values at 5% deflection shall be as follows:

Diameter	Pipe Stiffness*
12'	45 psi
15"	42 psi
18"	40 psi
24"	34 psi
30"	28 psi
36"	22 psi

* Per ASTM Test Methods D=2412

The pipe and fittings shall be free of foreign inclusions and visible defects. The ends of the pipe shall be cut squarely so as not to adversely affect joining.

The nominal size for the pipe and fittings is based on the nominal inside diameter of the pipe. Corrugated fittings may be either molded or fabricated by the manufacturer. Fittings produced by manufacturers other than the supplier of the pipe shall be permitted without the approval of the Project Engineer.

Joints shall be water and pressure tight bell and spigot type with gaskets, up to a minimum of 5 psi. The pipe joints shall be made in accordance with the manufacturers recommendation to provide a watertight joint. If the minimum pressure is not reached epoxy coating may be applied to the joints to ensure the proper seal at joint locations.

Installation shall be in accordance with ASTM Recommended Practice D-2321 or as specified by the Project Engineer or local approving agency.

A manufacturer's certification that the project was manufactured, tested, and supplied in accordance with this specification shall be furnished to the Project Engineer upon request.

Measurement and Payment: The 18-inch storm drain shall be measured by the lineal foot. Payment for furnishing and the installation of 18-inch smooth interior corrugated polyethylene pipe shall be made at the unit price bid per foot and shall be full compensation for all labor materials and equipment necessary to install the storm drain pipe and render it useable. No additional payment shall be made for trenching, backfill, etc. associated with the storm drain.

BID ITEM 26: Furnish and Install 48" Storm Drain Manhole

Work covered under this specification shall be in accordance with the plans and standard drawings and consists of furnishing all of the labor, equipment and materials necessary for the installation of a 60-inch storm drain manhole as shown on the plans (reference standard drawing # 403). All manholes to have rim flush with ground surface.

Measurement and Payment: The 48-inch storm drain manhole shall be measured as a single complete item each in the field by the Engineer. Payment shall be full compensation for furnishing all of the labor, materials and equipment necessary to render the manhole safe, useable, and complete.

BID ITEM 27: Construct ADA handicap ramp as shown on the construction plans

City of Mesquite Kitty Hawk Drive Improvement Project – Addendum #2
PWP# CL 2020-227

Work covered under this specification covers the requirements for furnishing all labor, materials and equipment necessary to construct the required handicap ramps as shown on the plans, work shall be completed in accordance with the standard specifications and drawings (reference drawing # 235) and shall include all required excavation, subgrade preparation, type II, concrete and labor necessary to construct the sidewalk and handicap ramp and render them useable.

Measurement and Payment: The ADA handicap ramps shall be measured in the field to the nearest square foot, after installation and acceptance by the City of Mesquite. Payment shall be made at the contract square foot price bid, and shall be full compensation for all labor, materials and equipment necessary to construct the handicap ramps and render them useable.

BID ITEM 28: Construct commercial driveway as shown on the construction plans

Work covered under this specification covers the requirements for furnishing all labor, materials and equipment necessary to construct the required commercial driveway as shown on sheet 7 of the plans, work shall be completed in accordance with the standard specifications and drawings (reference drawing # 224) and shall include all required excavation, subgrade preparation, type II, concrete and labor necessary to construct the commercial driveway and render it useable.

Measurement and Payment: The commercial driveway shall be measured in the field to the nearest square foot, after installation and acceptance by the City of Mesquite. Payment shall be made at the contract square foot price bid, and shall be full compensation for all labor, materials and equipment necessary to construct the commercial driveway and render them useable.

BID ITEM 29: Construct 4-inch concrete slab with gravel base as shown on sheet 7 of the construction plans

Work covered under this specification covers the requirements for furnishing all labor, materials and equipment necessary to construct the required 4-inch concrete slab as shown on sheet 7 of the plans, work shall be completed in accordance with the standard specifications and drawings and shall include all required excavation, subgrade preparation, type II, concrete and labor necessary to construct the concrete slab and render it useable.

Measurement and Payment: The concrete slab shall be measured in the field to the nearest square foot, after installation and acceptance by the City of Mesquite. Payment shall be made at the contract square foot price bid, and shall be full compensation for all labor, materials and equipment necessary to construct the concrete slab and render it useable.

BID ITEM 30: Construct 4' Valley Gutter

Work covered under this specification shall be in accordance with the plans and Standard Drawings (reference drawing #214.S1) and consists of furnishing all of the labor, equipment, and materials necessary for the installation of the valley gutter, including 10-inch aggregate base.

Measurement and Payment: The 4' wide valley gutter shall be measured by the square foot. Payment will be made at the contract unit price bid and shall be full compensation for furnishing all of the labor, material, and equipment necessary to render the gutter complete and useable. No additional payment shall be made for the aggregate base.

BID ITEM 31: Remove and Replace Existing Cross-Gutter Spandrel

Work covered under this specification shall be in accordance with the plans and Standard Specifications and Drawings (reference drawing #228) and consists of furnishing all of the labor, equipment, and materials necessary to remove and replace the existing spandrels as shown on the plans. The existing spandrels shall be removed in a workman like manor and the existing rebar at the joint between the spandrel and the cross-gutter shall be preserved, or drilling/doweling of new rebar will be required at contractor's expense. The new spandrels shall be constructed in accordance with standard drawing #228.

Measurement and Payment: The spandrel shall be measured in the field to the nearest square foot. Payment will be made at the contract unit price bid and shall be full compensation for furnishing all of the labor, material, and equipment necessary to render the spandrel complete and useable. No additional payment shall be made for the aggregate base.

BID ITEM 32: Furnish and Install "Mojave Red Landscaping Rock 3" thick over Weed Barrier (SF)"

Work covered under this item includes furnishing and installing 3" thick Mojave Red landscaping rock over weed barrier as shown on the plans. Landscaping rock shall consist of a median size of 3". Weed Barrier shall be "Eco Gardener Premium 5 oz. Pro Garden Weed Barrier" or approved equal.

Measurement and Payment: Measurement of the installation of the landscaping rock and weed barrier shall be measured in the field by the square foot of material placed. Payment will be made at the contract unit price bid per square foot and shall be full compensation for furnishing all of the labor, grading, subgrade preparation, material and equipment necessary to render the landscaping rock and weed barrier complete and usable.

BID ITEM 33: Furnish and Install key pad conduit Sheet 7 addendum # 2 of the plans

Work covered under this specification consists of furnishing all of the materials, labor and equipment necessary to install the key pad conduit and render it useable.

Conduit - The electrical conduit shall be schedule 40 PVC of the size shown on the plan. Underground conduit shall be installed at the location shown on the plans. The conduit shall be buried a minimum of 24 inches below finished surface or grade.

Measurement and Payment: The conduit shall be measured by the lineal foot. Payment for furnishing and installation shall be made at the unit price bid per foot and shall be full compensation for all labor materials and equipment necessary to install the conduit and render it useable. No additional payment shall be made for trenching, backfill, etc. associated with the conduit.

BID ITEM 34: Removal and Disposal of Structures and obstructions

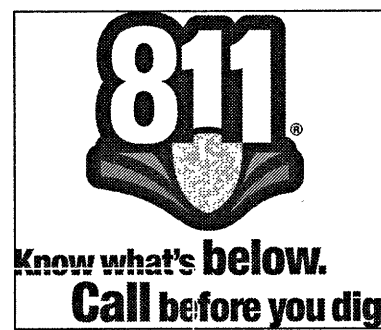
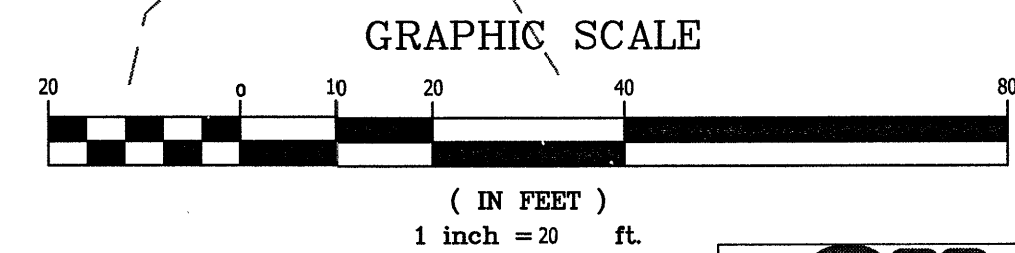
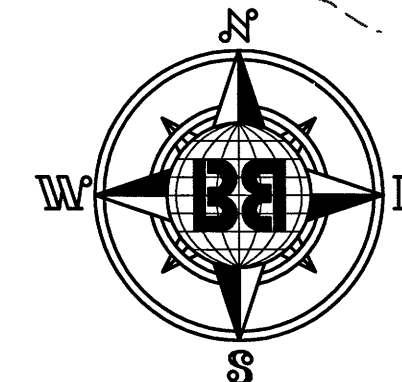
Work covered under this specification includes, but is not limited to, removal and disposal of all asphalt, curb and gutter, guardrail, and obstructions required for construction of new improvements as shown on the improvement plans.

Measurement and Payment:

The removal and disposal of structures and obstructions shall be measured as a lump sum item. Payment shall be made at the contract lump sum price bid and shall be full payment for all labor, material and equipment required to remove and dispose of all structures and obstructions necessary to construct the project as shown on the plans.

	QUANTITY
ASPHALT REMOVAL	NONE
ASPHALT MILLING	51 S.F.
3" AC OVER 10" TYPE II	3,475 S.F.
STREETLIGHTS	NONE
24" "L" CURB	862 LF.
5' SIDEWALK	70 SF
CM2 INLETS	4 EA
24" STORM DRAIN PIPE	647.2 LF.
30" STORM DRAIN PIPE	56.8 L.F.
18" STORM DRAIN PIPE	15.3 L.F.
60" SD MANHOLE	2 EA

CURVE	LENGTH	RADIUS	DELTA	TANGENT
C1	226.44	299.50	43°19'12"	118.8
C2	34.02	254.50	7°39'33"	17.0
C3	55.63	1025.50	3°07'09"	27.8
C37	245.72	325.00	43°19'12"	129.0
C38	29.72	433.57	3°55'39"	14.8
C39	62.15	1000.00	3°33'39"	31.0
C55	180.17	461.92	22°20'53"	92.3
C56	235.81	316.43	42°41'50"	121.0



NOTE: ALL EXISTING UTILITY LOCATIONS MUST BE FIELD VERIFIED PRIOR TO CONSTRUCTION

=====	= RIGHT OF WAY		= PROPOSED STREET LIGHT
-----	= CENTER LINE	C1	= CURVE NUMBER LABEL
=====	= PROPOSED "L" TYPE CURB & GUTTER	GB	= GRADE BREAK
8" SS	= EXISTING SANITARY SEWER WITH SIZE SHOWN	<u>1763.12</u>	= PROPOSED TBC ELEVATION
8" W	= WATER WATER LINE WITH SIZE SHOWN	<u>1763.12</u>	= EXISTING TBC ELEVATION
EX. SD	= EXISTING STORM DRAIN WITH SIZE SHOWN		= EXISTING FIRE HYDRANT
EX. SD	= EXISTING STORM DRAIN WITH SIZE SHOWN		= PROPOSED FIRE HYDRANT MARKED
	= EXISTING MANHOLE		= PROPOSED ASPHALT
b-d	= EXISTING GATE VALVE		= EXISTING ASPHALT
	= MATCH LINE		= PROPOSED CONCRETE
1763.12 FG (XXXX' X)	= FINISH GRADE ELEVATION WITH OFFSET FROM CENTERLINE		= EXISTING CONCRETE
	= PROPOSED DROP INLET		

[illegible]

2 CONSTRUCT 24" 1" TYPE CURB AND GUTTER PER C.C. AREA STANDARD DRAWINGS 216, SEE TABLE FOR QUANTITIES.

5 CONSTRUCT 5' SIDEWALK PER C.C. AREA STANDARD DRAWING NO. 234.

6 CONSTRUCT NEW SIDEWALK RAMP PER C.C. AREA STANDARD DRAWING NO. 235 (TYP.)

7 CONSTRUCT NEW 3" ASPHALT OVER 10" TYPE II AGGREGATE BASE.

11 ASPHALT TO BE MILLED TO 4" DEPTH AND REPAVED WITH 3" ASPHALT.

13 ADJUST EXISTING WATER VALVES TO MATCH NEW GRADE

18 INSTALL BLUE COLORED REFLECTIVE RAISED PAVEMENT MARKERS ADJACENT TO THE FIRE HYDRANT ON ALL IMPROVED FIRE APPARATUS ACCESS ROADWAYS WITH HARD SURFACE, INCLUDING BOTH PUBLIC AND PRIVATE ROADS, OR FIRE LANES.
 1) ON ROADWAYS WITH NO PARKING PERMITTED ON THE HYDRANT SIDE: EIGHT (8) FEET FROM THE FACE OF THE CURB ON THE HYDRANT SIDE.
 2) ON ROADWAYS WITH PARKING PERMITTED ON THE HYDRANT SIDE: (16) FEET FROM THE FACE OF THE CURVE ON THE HYDRANT SIDE.

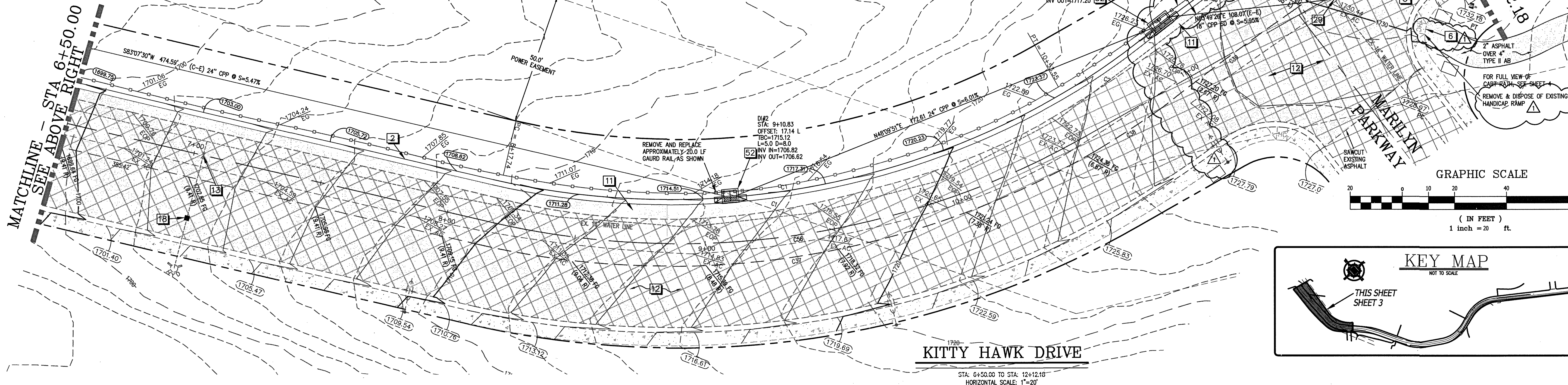
29 MAINTAIN 18" VERTICAL AND 10' HORIZONTAL SEPARATION BETWEEN WATER LINE & SEWER/STORM DRAIN LINE. IF SEPARATION IS NOT MAINTAINED, CONCRETE ENCASE STORM DRAIN OR SEWER LINE (PER V.V.M.D. STANDARD DRAWING NO. 234).

52 INSTALL NEW TYPE "CM2" STORM DRAIN DROP INLET PER C.C. AREA STANDARD DWG. NO. 4121.

54 INSTALL NEW 60" STORM DRAIN MANHOLE PER C.C. AREA STANDARD DRAWING NO. 403.

REMOVE AND REPLACE APPROXIMATELY 20.0' LG GUARD RAIL AS SHOWN.

DATE: 10-09-20



KEY MAP

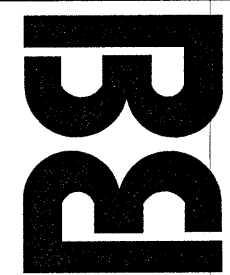
NOT TO SCALE

THIS SHEET SHEET 3

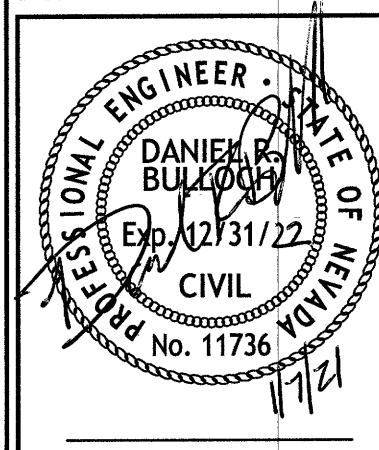
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REVISIONS				
NO	DESCRIPTION	BY	APPROVED	DATE
1	REMOVE STREET LIGHT CONDUIT			
	CHANGED NOTE			
	ADDED CONSTRUCTION NOTE 6			

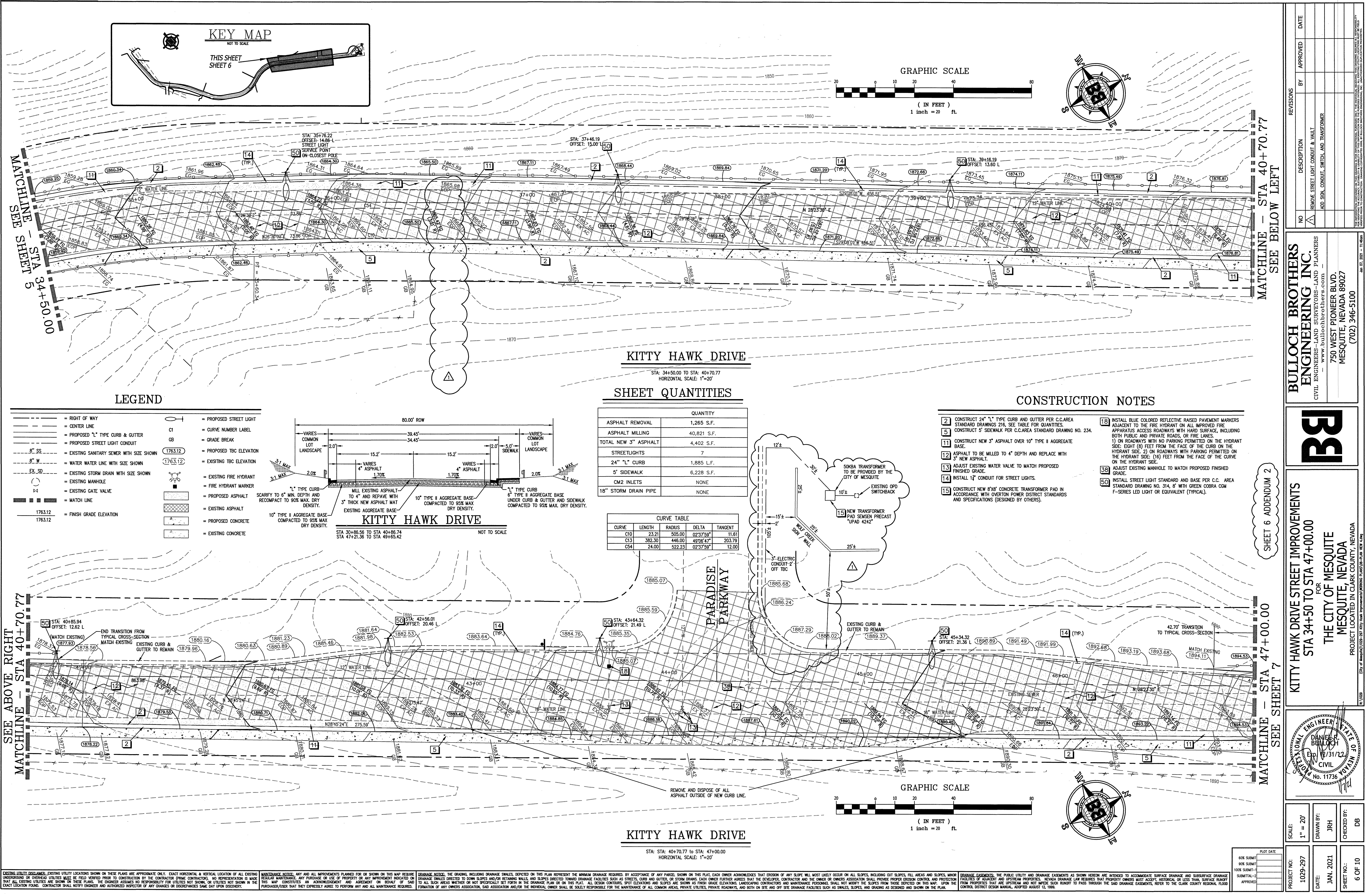
**BULLOCH BROTHERS
ENGINEERING INC.**
CIVIL ENGINEERS—LAND SURVEYORS—LAND PLANNERS
— www.bullochbrothers.com —
750 WEST PIONEER BLVD.
MESQUITE, NEVADA 89027
(702) 346-5100



KITTY HAWK DRIVE STREET IMPROVEMENTS
STA 1+00 TO 12+18
FOR
THE CITY OF MESQUITE
MESQUITE, NEVADA
PROJECT LOCATED IN CLARK COUNTY, NEVADA



PROJECT NO: 1029-297	SCALE: 1" = 20'
DATE: JAN 2021	DRAWN BY: JRH
SHEET NO: 3 OF 10	CHECKED BY: DB



EXISTING UTILITY PROGRAMS, EXISTING UTILITY LOCATIONS SHOWN ON THESE PLANS ARE APPROXIMATE ONLY. EXACT HORIZONTAL & VERTICAL LOCATION OF ALL EXISTING UNDERGROUND OR OVERHEAD UTILITIES MUST BE FIELD VERIFIED PRIOR TO CONSTRUCTION BY THE CONTRACTOR (PRIME CONTRACTOR). NO REPRESENTATION IS MADE THAT ALL EXISTING UTILITIES ARE SHOWN ON THESE PLANS. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR UTILITIES NOT SHOWN, OR UTILITIES NOT SHOWN IN THE EXISTING LOCATION. CONTRACTOR SHALL NOTIFY ENGINEER AND AUTHORIZED INSPECTOR OF ANY CHANGES OR DISCREPANCIES SAME DAY UPON DISCOVERY.

MAINTENANCE NOTES: ANY AND ALL IMPROVEMENTS PLANNED FOR OR SHOWN ON THIS MAP REQUIRE REGULAR MAINTENANCE. ANY PURCHASE OR USE OF PROPERTY OR ANY IMPROVEMENT INDICATED ON THIS MAP CONSTITUTES AN ACKNOWLEDGMENT AND AGREEMENT ON BEHALF OF SAID PURCHASER/OWNER THAT THEY EXPRESSLY AGREE TO PERFORM ANY AND ALL MAINTENANCE REQUIRED.

DRAINAGE NOTES: THE DRAWING, INCLUDING DRAINAGE SWALES, DEPICTED ON THIS PLAN REPRESENT THE MINIMUM DRAINAGE REQUIRED. BY ACCEPTANCE OF ANY PARCEL SHOWN ON THIS PLAN, EACH OWNER ACKNOWLEDGES THAT EROSION OF ANY SLOPE WILL MOST LIKELY OCCUR ON ALL SLOPES, INCLUDING CUT SLOPES, FILL AREAS AND SLOPES, MINOR DRAINAGE SWALES DIRECTED TO DOWN SLOPES AND/OR RETAINING WALLS AND SLOPES DIRECTED TOWARD DRAINAGE FACILITIES SUCH AS STREETS, CURBS AND GUTTERS, OR STORM DRAINS. EACH OWNER FURTHER AGREES THAT THE DEVELOPER, CONTRACTOR AND THE OWNER OR OWNERS ASSOCIATION SHALL PROVIDE PROPER EROSION CONTROL AND PROTECTION TO ALL SUCH AREAS WHETHER OR NOT SPOTFIALLY SET FORTH IN THE DRAINAGE PLAN OR ON THIS PLAN. ALL DESIGN CONTOURS, SPOT ELEVATIONS AND SLOPES ARE SHOWN AS FINISH GRADE ELEVATIONS. LANDSCAPING CONTRACTORS AND MAINTENANCE PERSONNEL SHALL NOT MODIFY THE SLOPES FROM THOSE DEPICTED ON THIS MAP. UPON THE COMPLETION OF ANY OWNERS ASSOCIATION, SAID ASSOCIATION AND/OR THE INDIVIDUAL OWNER SHALL BE SOLELY RESPONSIBLE FOR THE MAINTENANCE OF ALL COMMON AREAS, PRIVATE UTILITIES, PRIVATE ROADWAYS, AND BOTH ON SITE AND OFF SITE DRAINAGE FACILITIES SUCH AS SWALES, SLOPES, AND GRADING AS DESIGNED AND SHOWN ON THE PLAN.

DRAINAGE EASEMENTS: THE PUBLIC UTILITY AND DRAINAGE EASEMENTS AS SHOWN HEREIN ARE INTENDED TO ACCOMMODATE SURFACE DRAINAGE AND SUBSURFACE DRAINAGE FACILITIES OF ADJACENT AND UPSTREAM PROPERTIES. NEVADA DRAINAGE LAW REQUIRES THAT PROPERTY OWNERS MUST ACCEPT, HISTORICAL OR LESS THAN, SURFACE RUNOFF FROM PROPERTIES THAT ARE UPSTREAM AND NOT IMPERE SUCH RUNOFF TO PASS THROUGH THE SAID DRAINAGE EASEMENTS, REFER TO THE CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT DESIGN MANUAL, ADOPTED AUGUST 12, 1995.

DATE: 07/2021
PROJECT NO: 1029-297
DRAWN BY: JRH
CHECKED BY: DB
SHEET NO: 6 OF 10

REVISIONS

NO	DESCRIPTION	BY	APPROVED	DATE
1	REMOVE STREET LIGHT CONDUIT & VAULT			
2	ADD SIGN CONDUIT, SWITCH, AND TRANSFORMER			

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

07/2021

15-66m

B

KITTY HAWK DRIVE STREET IMPROVEMENTS
FOR
THE CITY OF MESQUITE
MESQUITE, NEVADA
PROJECT LOCATED IN CLARK COUNTY, NEVADA

07/2021

15-66m

PROFESSIONAL ENGINEER STATE OF NEVADA
DANIEL BULLOCH
Exp. 07/31/22
CIVIL
No. 11736
JULY 30, 2022

SCALE: 1" = 20'
PROJECT NO: 1029-297
DATE: JAN, 2021
SHEET NO: 6 OF 10

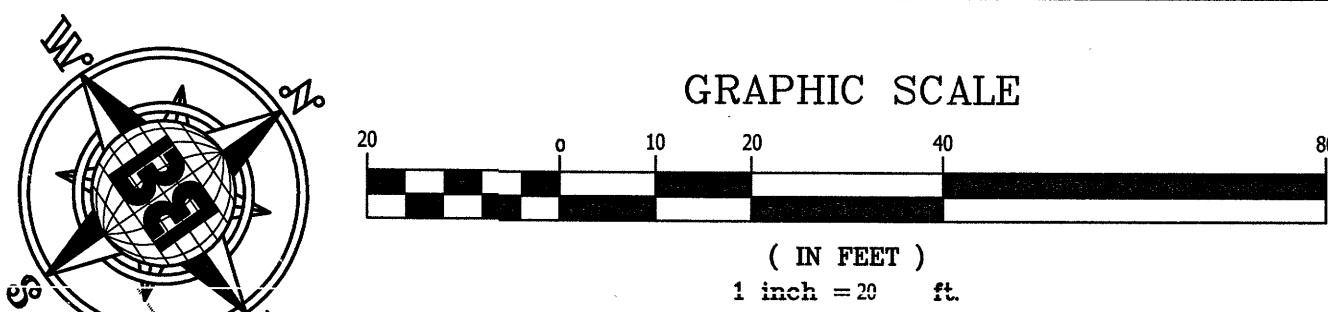
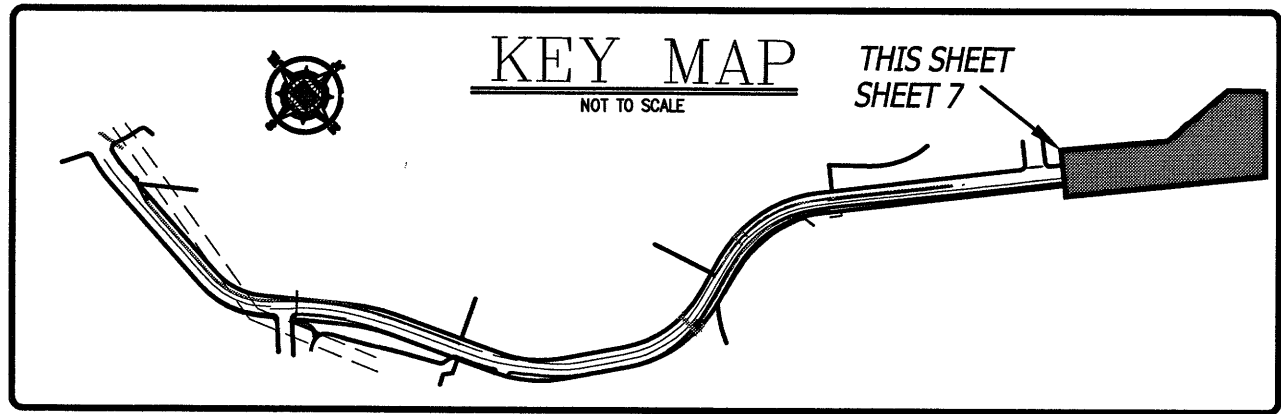
Handicapped Parking Only

Minimum \$250 Fine For Use By Others

Van Accessible

DETAIL A

NOT TO SCALE



SEE SHEET 6

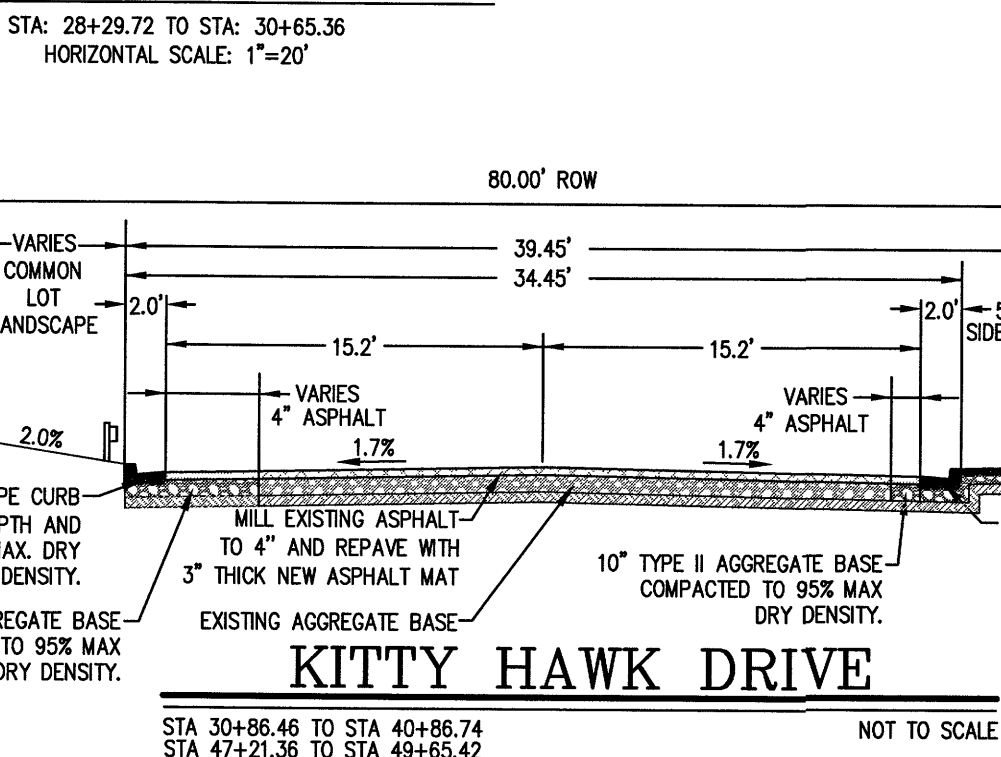
MATCHLINE - STA 47+00.00

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	TANGENT
C14	66.92	85.00	45°06'36"	35.30
C15	95.58	120.00	45°38'14"	50.49
C16	47.97	150.00	18°19'20"	24.19
C19	62.31	40.00	89°15'53"	39.49
C20	58.04	99.07	33°33'52"	29.88
C21	29.26	20.00	83°48'36"	17.95
C22	16.97	10.00	97°15'34"	11.35
C23	52.67	279.07	10°46'47"	26.41
C24	7.62	5.00	87°19'28"	4.77
C25	90.54	329.07	15°45'51"	45.56
C26	71.17	329.07	12°23'28"	35.72
C27	24.40	10.00	139°46'46"	27.31
C28	9.04	105.93	45°32'22"	4.52
C29	32.10	15.00	122°32'50"	27.42
C30	0.23	305.57	0°02'38"	0.12
C31	89.56	324.07	15°50'03"	45.07
C32	33.23	40.00	47°38'08"	17.64
C33	2.88	30.00	05°29'52"	1.44
C34	46.72	110.00	24°20'11"	23.72
C35	50.62	60.93	47°36'09"	26.88
C36	171.99	350.00	2°03'15"	87.77
C62	4.35	30.00	08°18'59"	2.18
C63	5.74	35.00	09°24'04"	2.88
C64	6.36	45.00	09°06'07"	3.19
C65	28.53	25.00	65°22'52"	16.04
C66	17.71	42.00	24°09'47"	8.99
C67	8.45	3.00	180°25'00"	INFINITE
C68	20.22	48.00	24°09'47"	10.26
C69	9.42	3.00	180°00'00"	INFINITE
C71	5.35	35.00	08°45'07"	2.68

LEGEND

- RIGHT OF WAY
- CENTER LINE
- PROPOSED "L" TYPE CURB & GUTTER
- EXISTING SANITARY SEWER WITH SIZE SHOWN
- WATER WATER LINE WITH SIZE SHOWN
- EXISTING STORM DRAIN WITH SIZE SHOWN
- EXISTING MANHOLE
- EXISTING GATE VALVE
- MATCH LINE
- EXISTING GRADE ELEVATION
- FINISH GRADE ELEVATION WITH OFFSET FROM CENTERLINE
- SWALE LINE
- PROPOSED STREET LIGHT
- CURVE NUMBER LABEL
- GRADE BREAK
- PROPOSED TBC ELEVATION
- EXISTING TBC ELEVATION
- EXISTING FIRE HYDRANT
- PROPOSED FIRE HYDRANT MARKER
- PROPOSED ASPHALT
- EXISTING ASPHALT
- PROPOSED CONCRETE
- EXISTING CONCRETE
- PROPOSED SD MANHOLE

KITTY HAWK DRIVE



CONSTRUCTION NOTES

- CONSTRUCT NEW "A" TYPE ISLAND CURB PER C.C. AREA STANDARD DRAWING NO. 219.
- CONSTRUCT 24" "L" TYPE CURB AND GUTTER PER C.C. AREA STANDARD DRAWINGS 216, SEE TABLE FOR QUANTITIES.
- CONSTRUCT 5" SIDEWALK PER C.C. AREA STANDARD DRAWING NO. 234.
- CONSTRUCT NEW 4" VALLEY GUTTER PER C.C. AREA STANDARD DRAWING NO. 214.51.
- CONSTRUCT NEW 2" ASPHALT OVER 6" TYPE II AGGREGATE BASE.
- CONSTRUCT NEW 3" ASPHALT OVER 10" TYPE II AGGREGATE BASE.
- ASPHALT TO BE MILLED TO 4" DEPTH AND REPAVED WITH 1" TYPE II AND 3" ASPHALT MAT.
- ADJUST EXISTING WATER VALVE TO FINISHED GRADE.
- INSTALL 14" CONDUIT FOR STREET LIGHTS.
- PAINT HANDICAP ACCESS SYMBOL AND MOUNT SIGN AT TOP OF PARKING STALL. SEE DETAIL A THIS SHEET FOR HANDICAP SIGN.
- STUB NEW STORM DRAIN LINE FOR FUTURE CONNECTION AT INVERT SPECIFIED.
- ADJUST EXISTING MANHOLE TO MATCH PROPOSED FINISH GRADE ELEVATION.
- INSTALL STREET LIGHT STANDARD AND BASE PER C.C. AREA STANDARD DRAWING NO. 314. 8' ARM WITH GREEN CORBA CON F-SERIES LED LIGHT 150W EQUIVALENT (TYPICAL).
- CONSTRUCT NEW 4" CONCRETE OVER 6" TYPE II AGGREGATE BASE.
- INSTALL NEW TYPE 48" STORM DRAIN MANHOLE PER C.C. AREA STANDARD DWG. NO. 403.

SHEET QUANTITIES

ASPHALT REMOVAL	QUANTITY
ASPHALT MILLING	10,363 S.F.
ASPHALT MILLING	16,416 S.F.
TOTAL NEW 3" ASPHALT	9,538 S.F.
STREETLIGHTS	4
24" "L" CURB	1880 L.F.
4" CONCRETE SLAB	167 S.F.
5" SIDEWALK	5,047 S.F.
CM2 INLETS	NONE
24" STORM DRAIN PIPE	NONE
30" STORM DRAIN PIPE	NONE
18" STORM DRAIN PIPE	295 L.F.
48" SD MANHOLE	1

EXISTING UTILITY DISSEMINATION: EXISTING UTILITY LOCATIONS SHOWN ON THESE PLANS ARE APPROXIMATE ONLY. EXACT HORIZONTAL & VERTICAL LOCATION OF ALL EXISTING UNDERGROUND OR OVERHEAD UTILITIES MUST BE FIELD VERIFIED PRIOR TO CONSTRUCTION BY THE CONTRACTOR (PRIME CONTRACTOR). NO REPRESENTATION IS MADE THAT ALL EXISTING UTILITIES ARE SHOWN ON THESE PLANS. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR UTILITIES NOT SHOWN, OR UTILITIES NOT SHOWN IN THE EXACT LOCATION SHOWN. CONTRACTOR SHALL NOTIFY ENGINEER AND AUTHORIZED INSPECTOR OF ANY CHANGES OR DISCREPANCIES SAME DAY UPON DISCOVERY.

MAINTENANCE NOTICE: ANY AND ALL IMPROVEMENTS PLANNED OR SHOWN ON THIS PLAN REQUIRE REGULAR MAINTENANCE. ANY IMPROVEMENTS OF PROPERTY OR ANY IMPROVEMENT INDICATED ON THIS MAP CONSTITUTES AN ACKNOWLEDGMENT AND AGREEMENT ON BEHALF OF SAID PURCHASER/USER THAT THEY EXPRESSLY AGREE TO PERFORM ANY AND ALL MAINTENANCE REQUIRED.

DRAINAGE NOTICE: THE DRAWING, INCLUDING DRAINAGE SHAPES, DEPICTED ON THIS PLAN REPRESENT THE MINIMUM DRAINAGE REQUIRED BY ACCEPTANCE OF ANY PARCEL SHOWN ON THIS PLAN. EACH OWNER ACKNOWLEDGES THAT EROSION OF ANY SLOPE WILL MOST LIKELY OCCUR ON ALL SLOPES, INCLUDING DOWN SLOPES, FILL AREAS AND SLOPES WHICH TO ALL SUCH AREAS WHETHER OR NOT SPECIFICALLY SET FORTH IN THE DRAINAGE PLAN OR ON THIS PLAN. ALL DESIGN CONTROLS, SPOT ELEVATIONS AND SLOPES ARE SHOWN AS FINISH GRADE ELEVATIONS. LANDSCAPING CONTRACTORS AND MAINTENANCE PERSONNEL SHALL NOT MODIFY THE SLOPES FROM THOSE DEPICTED ON THIS MAP. UPON THE FORMATION OF ANY OWNERS ASSOCIATION, SAID ASSOCIATION AND/OR THE INDIVIDUAL OWNER SHALL BE SOLELY RESPONSIBLE FOR THE MAINTENANCE OF ALL COMMON AREAS, PRIVATE UTILITIES, PRIVATE ROADSWAYS, AND BOTH ON SITE AND OFF SITE DRAINAGE FACILITIES SUCH AS SWALES, SLOPES, AND GRADING AS DESIGNED AND SHOWN ON THE PLAN.

DRAINAGE EASEMENTS: THE PUBLIC UTILITY AND DRAINAGE EASEMENTS AS SHOWN HEREON ARE INTENDED TO ACCOMMODATE SURFACE DRAINAGE AND SUBSURFACE DRAINAGE FROM PROPERTIES THAT ARE UPSTREAM AND NOT IMPROVE SUCH RUNOFF TO PASS THROUGH THE SAID DRAINAGE EASEMENTS, REFER TO THE CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT DESIGN MANUAL, ADOPTED AUGUST 12, 1998.

60% SUBMIT
90% SUBMIT
100% SUBMIT
APPROVED

PLOT DATE

PROJECT NO:
1029-297

SCALE:
1" = 20'

DRAWN BY:
JRH

CHECKED BY:
DB

DATE:
JAN. 2021

SHEET NO.:
7 OF 10

BULLOCH BROTHERS ENGINEERING INC.

CIVIL ENGINEERS - LAND SURVEYORS - LAND PLANNERS

www.bullochbrothers.com

750 WEST PIONEER BLVD.
MESQUITE, NEVADA 89027
(702) 346-5100

THE CITY OF MESQUITE
FOR
STA 47+00.00 TO STA 50+32.03 & AIRPORT ENTRY
MESQUITE, NEVADA
PROJECT LOCATED IN CLARK COUNTY, NEVADA

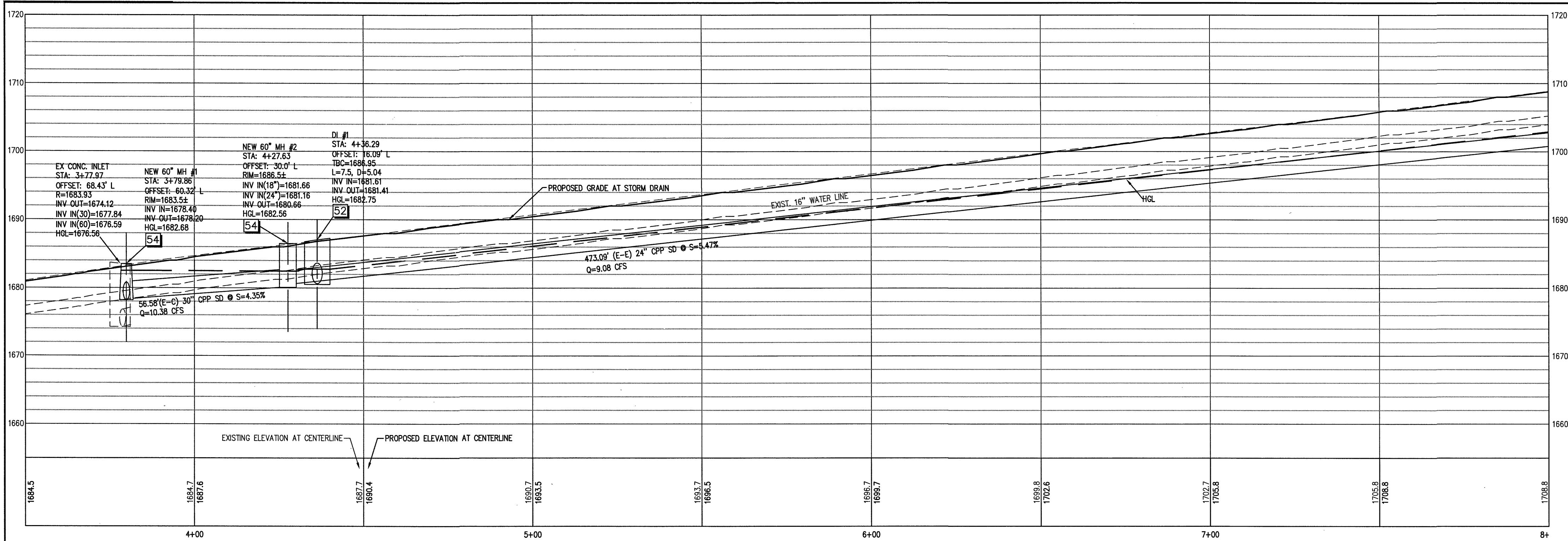
PROFESSIONAL ENGINEER
DANIELA BULLOCH
No. 11736

REVISIONS

NO	DESCRIPTION	BY	APPROVED	DATE
1	ADD NEW LANDSCAPING ROCK AREA & SQUARE FOOTAGE			
2	SHOW EXISTING STORM DRAIN PIPE			
3	DARKEN CONCRETE HATCH OUTLINE			
4	ADDING PVC CONDUITS FOR FUTURE USE			
5	ADDING CONCRETE SQUARE FOOTAGES			

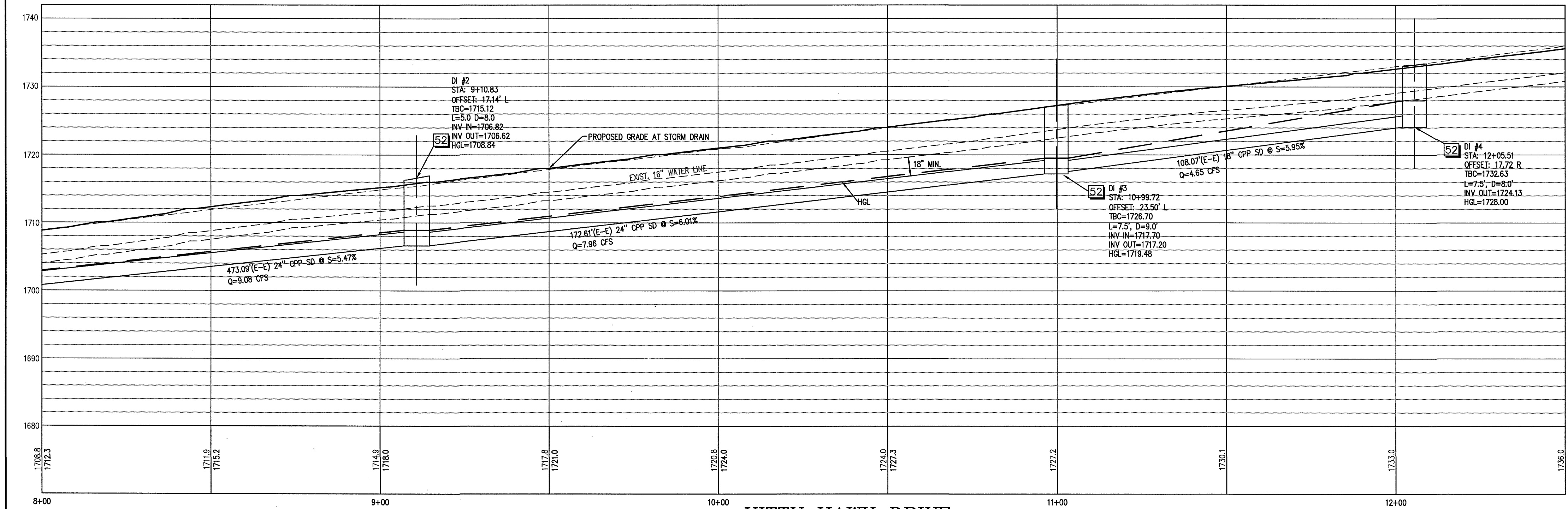
RELOCATE CONDUCTIONS NOTE #1
SHOW SPOT ELEVATION AND DRAINAGE

SHEET 7 ADDENDUM 2



KITTY HAWK DRIVE STORM DRAIN PROFILE

STA: 3+77.97 TO STA: 8+00.00
HORIZONTAL SCALE: 1"=20'
VERTICAL SCALE: 1"=10'



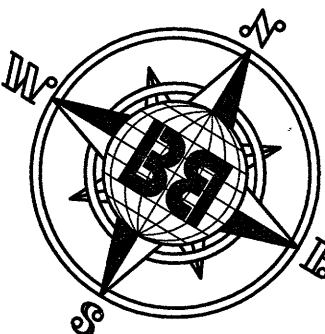
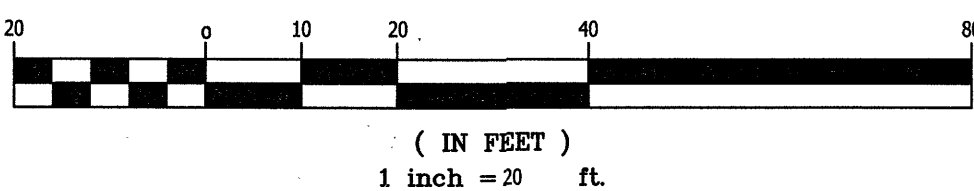
KITTY HAWK DRIVE STORM DRAIN PROFILE (CONT.)

STA: 8+00.00 TO STA: 12+01.96
HORIZONTAL SCALE: 1"=20'
VERTICAL SCALE: 1"=10'

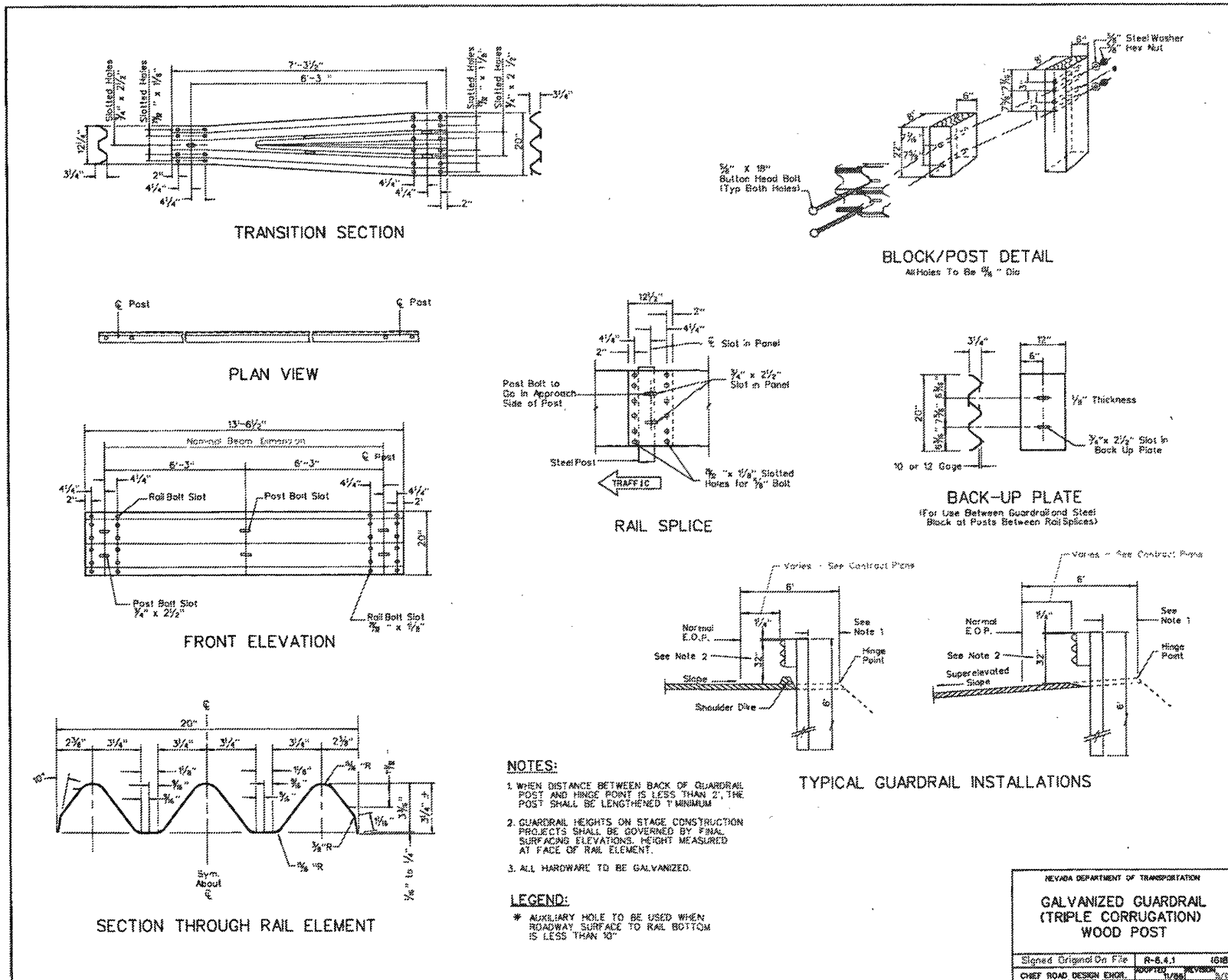
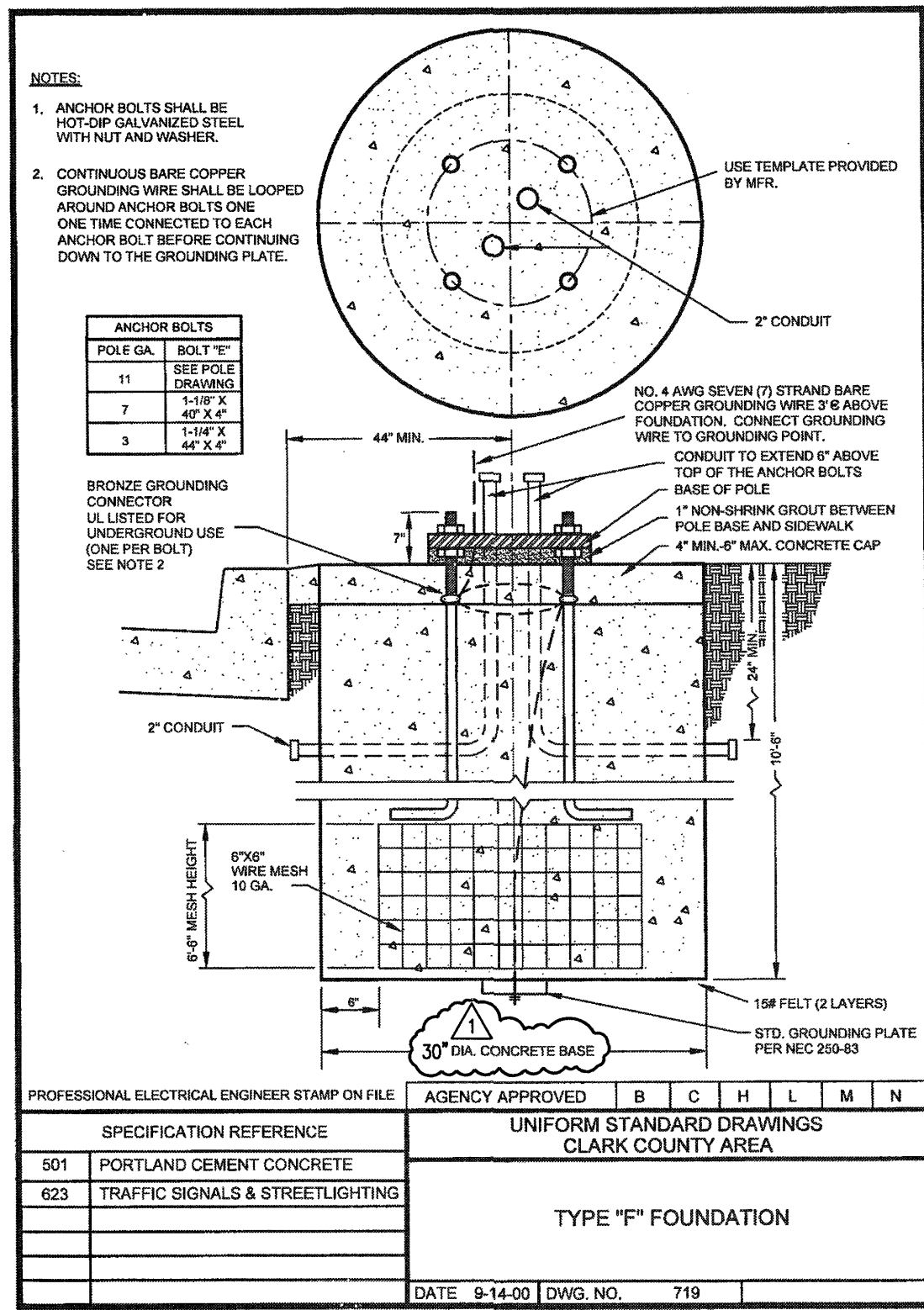
CONSTRUCTION NOTES

- 52 INSTALL NEW TYPE "CM2" STORM DRAIN DROP INLET PER C.C. AREA STANDARD DWG. NO. 412.1.
- 54 INSTALL NEW 60" STORM DRAIN MANHOLE PER C.C. AREA STANDARD DRAWING NO. 403.

GRAPHIC SCALE



NOTE: ALL EXISTING UTILITY LOCATIONS MUST BE FIELD VERIFIED PRIOR TO CONSTRUCTION

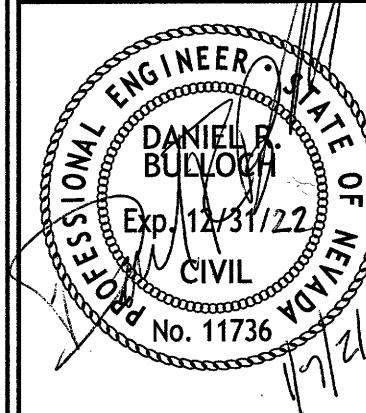


SHEET 8 ADDENDUM 2

KITTY HAWK DRIVE STREET IMPROVEMENTS
STORM DRAIN PROFILE - STA 3+77.97 TO STA 12+01.96

FOR
THE CITY OF MESQUITE
MESQUITE, NEVADA

PROJECT LOCATED IN CLARK COUNTY, NEVADA



SCALE:	1" = 20'
DRAWN BY:	JRH
CHECKED BY:	DB
PROJECT NO.:	1029-297
DATE:	JAN 2021
SHEET NO.:	8 OF 10

NO	DESCRIPTION	BY	APPROVED	DATE
1	CHANGED 36" DIA. CONC. BASE TO 30" CONC. BASE			

**BULLOCH BROTHERS
ENGINEERING INC.**
CIVIL ENGINEERS-LAND SURVEYORS-LAND PLANNERS
WWW.BULLOCHBROTHERS.COM
750 WEST PIONEER BLVD.
MESQUITE, NEVADA 89027
(702) 346-5100

40 07 2021 - 12:39pm

City of Mesquite 1029-297 ADD 2 Storm Drain Improvements WORKSHEET PLAN(S) SHEET 8 OF 10

BID PROPOSAL

CITY OF MESQUITE – Kitty Hawk Drive Improvement Project

Labor Commission Project Identifying Number: PWP# CL 2020-227

DATE: January 12, 2021

TO: CITY OF MESQUITE, 10 E. MESQUITE BLVD., MESQUITE, NEVADA 89027

FROM (Name of Bidder): Las Vegas Paving Corporation

Bidder Address: 4420 S. Decatur Blvd., Las Vegas, Nevada 89103

Bidder Phone / Fax / Email: 702-251-5800 / 702-251-4891 / ryan.mendenhall@lvpaving.com

Having fully and carefully examined the plans and specifications associated with Kitty Hawk Drive Improvement Project (the "Project"), which is dated May, 2020 and December 4, 2020, respectively, and were prepared by Bulloch Brothers Engineering, Inc. and having visited the site to become familiar with all conditions affecting the cost of the work, and having performed all other due diligence and other investigation associated with the work, the undersigned Bidder hereby proposes to furnish all fees, labor, materials, equipment, and incidentals and to perform all work to complete the Projects in the manner called for in said documents for the total sum listed below and as shown on the bid Schedule:

Base Bid Amount :

\$ 1,775,000 -

If awarded the Contract, the undersigned Bidder further agrees to execute the attached Agreement within 10 days after receiving a written notice of award and agrees to furnish within the 10 day period, all bonds and insurance information required, as well as all other required information and documents.

If awarded the Contract, the undersigned Bidder further agrees to commence actual physical work as indicated on the "Notice to Proceed" and agrees that all work will be completed within 90 calendar days of the date of the Notice to Proceed (or as set forth in the Notice to Proceed) unless the time for completion is subsequently extended in an addendum signed by the City and the undersigned Bidder.

In case of any failure on the part of the Bidder to complete the work within the time fixed in the Contract, the Bidder shall pay the City as fixed and liquidated damages the amount specified in the Agreement as well as any other damages that may be available to the City at law or equity.



Authorized Agent Signature (required)

Ryan Mendenhall, Project Manager

Print Name and Title

0005507 / AB - General Building

Nevada Contractor License No. / Classification

Unlimited / A+XV

Limit / Performance & Payment Bond Rating

Bidder acknowledges receipt of the following addendum (failure to acknowledge receipt of any addendum shall be cause for rejection of the Bid):

Addendum No.

1

2

Receipt Date

12/29/20

1/7/21

BID SCHEDULE ADDENDUM # 2

CITY OF MESQUITE – Kitty Hawk Drive Improvement Project

Labor Commission Project Identifying Number: PWP# CL 2020-227

NOTE TO BIDDERS: Any quantities or other information listed are merely estimates based on preliminary plans and specifications. Bidder shall review, inspect, and conduct Bidder's own due diligence related to the same and all other aspects of Bidder's Bid. By submitting a bid, Bidder hereby verifies all quantities and other specifics based on Bidder's own due diligence and investigation. If upon further inspection prior to bidding or beginning work, any quantity amounts specified below or on the plans for the Project are found to vary substantially from any estimated quantities, Bidder shall immediately notify the City of Mesquite in writing.

Bid Item	Description	Estimated Quantity	Unit Price	Total Amount
1	Mobilization/Demobilization	Lump Sum	<u>105,733⁸⁷</u>	<u>105,733⁸⁷</u>
2	Construction Conflicts	Lump Sum	<u>\$ 50,000.00</u>	<u>\$ 50,000.00</u>
3	Relocate Existing Guardrail	150 l.f.	<u>55⁻</u>	<u>8,250⁻</u>
4	Traffic Control	Lump Sum	<u>26,000⁻</u>	<u>26,000⁻</u>
5	Rotomill and Dispose of 4-inches of Asphalt on Kitty Hawk Drive	212,519 s.f.	<u>0³⁷</u>	<u>78,632⁰³</u>
6	Furnish & Install 24-inch L-type Curb & Gutter with Aggregate Base	5,098 l.f.	<u>30⁵⁰</u>	<u>155,489⁻</u>
7	Furnish & Install A Type Curb with Base	163 l.f.	<u>37⁵⁰</u>	<u>6,112⁵⁰</u>
8	Furnish & Install 4-inch Thick Concrete Flatwork for Sidewalk with Base	21,715 s.f.	<u>7⁵⁰</u>	<u>162,862⁵⁰</u>
9	Furnish & Install 1-inch Type II Aggregate Base	202,156 s.f.	<u>0⁶⁰</u>	<u>121,293⁶⁰</u>
10	Furnish & Install 4-inch Type II Aggregate Base	1,180 s.f.	<u>5⁻</u>	<u>5,900⁻</u>
11	Furnish & Install 10-inch Type II Aggregate Base	18,514 s.f.	<u>1⁵⁰</u>	<u>27,771⁻</u>
12	Furnish & Install 2-inch Bituminous Plantmix (PG) with Fog Seal	1,180 s.f.	<u>1⁸⁰</u>	<u>2,124⁻</u>
13	Furnish & Install 3-inch Bituminous Plantmix (PG) with Fog Seal	220,670 s.f.	<u>1⁸⁰</u>	<u>397,206⁻</u>

14	Furnish and Install 24-inch Corrugated Plastic Storm Drain Pipe	648 l.f.	<u>130⁻</u>	<u>84,240⁻</u>
15	Furnish and Install 30-inch Corrugated Plastic Storm Drain Pipe	57 l.f.	<u>170⁻</u>	<u>9,690⁻</u>
16	Furnish and Install Type "CM2" Storm Drain Drop Inlet	4 each	<u>18,500⁻</u>	<u>74,000⁻</u>
17	Furnish and Install 60" Storm Drain Manhole	2 each	<u>11,500⁻</u>	<u>23,000⁻</u>
18	Backfill curb & gutter and sidewalk as shown on the "back fill detail" on sheet 5 of plans	1,100 c.y.	<u>31⁻</u>	<u>34,100⁻</u>
19	Furnish & install single mast streetlight with standard foundation per CCA standard dwg# 321	21 each	<u>3,925⁻</u>	<u>82,425⁻</u>
20	Furnish & Install single mast streetlight with Type "E" foundation per CCA standard dwg# 718	4 each	<u>14,000⁻</u>	<u>56,000⁻</u>
21	Furnish & Install streetlight power system Complete including conduit, transformer pad, and wiring as shown on the plans	Lump Sum	<u>98,000⁻</u>	<u>98,000⁻</u>
22	Pavement striping and marking as shown on the plans	Lump Sum	<u>11,000⁻</u>	<u>11,000⁻</u>
23	Adjust water valve box to grade with concrete collar	11 each	<u>1,000⁻</u>	<u>11,000⁻</u>
24	Adjust manhole lid to grade with concrete collar	3 each	<u>1,300⁻</u>	<u>3,900⁻</u>
25	Furnish and Install 18-inch Corrugated Plastic Storm Drain Pipe	420 l.f.	<u>125⁻</u>	<u>52,500⁻</u>
26	Furnish and Install 48" Storm Drain Manhole	1 each	<u>8,500⁻</u>	<u>8,500⁻</u>
27	Construct ADA handicap ramp as shown on the construction plans	495 s.f.	<u>15⁵⁰</u>	<u>7,672⁵⁰</u>
28	Construct commercial driveway as shown on the construction plans	387 s.f.	<u>18⁻</u>	<u>6,966⁻</u>
29	Construct 4-inch concrete slab with gravel base as shown on sheet 7 of the construction plans	1665 s.f	<u>8⁵⁰</u>	<u>14,152⁵⁰</u>
30	Construct 4' Valley Gutter	370 s.f.	<u>18⁵⁰</u>	<u>6,845⁻</u>

31	Remove and Replace Existing Cross-Gutter Spandrel	395 s.f.	<u>18⁵⁰</u>	<u>7,307⁵⁰</u>
32	Furnish and Install "Mojave Red Landscaping Rock 3" thick over Weed Barrier (SF)"	8818 s.f.	<u>1⁵⁰</u>	<u>13,227⁻</u>
33	Furnish and Install key pad conduit Sheet 7 addendum # 2 of the plans	100 l.f.	<u>31⁻</u>	<u>3,100⁻</u>
34	Removal and Disposal of Structures and obstructions	Lump Sum	<u>20,000⁻</u>	<u>20,000⁻</u>

Total Bid Amount: \$ 1,775,000⁻

Bid Total Amount written in words ONE MILLION SEVEN HUNDRED SEVENTY-FIVE THOUSAND DOLLARS AND NO CENTS

CONTRACTOR WORK / SUBCONTRACTOR WORK DESCRIPTION

CITY OF MESQUITE – Kitty Hawk Drive Improvement Project

Labor Commission Project Identifying Number: PWP# CL 2020-227

CONTRACTOR'S WORK

If the Contractor (Bidder) will perform any work which is more than 1 percent of the Contractor's total bid, the Contractor shall provide a description of the labor or portion of the work that the Contractor will provide; or a statement that the Contractor will perform all work other than the work being performed by the subcontractor(s) listed below (see NRS 338.141(3)).

Description of the labor or portion of the work the Contractor (Bidder) will provide or perform itself:

REMOVALS, AC PAVING, CONCRETE FOOTWORK,
TRAFFIC CONTROL & UNDERGROUND

Percentage of the work the Contractor (Bidder) will perform itself:

88%

SUBCONTRACTORS' WORK (5% or greater)

The Contractor (Bidder) shall provide the name of each subcontractor who will provide labor or a portion of the work for which the subcontractor will be paid an amount exceeding 5 percent of the Contractor's total bid (see NRS 338.141(1)(b)). The District also requests that the Contractor (Bidder) provide a description of the work each such subcontractor will provide and the percentage of the total work each such subcontractor will perform.

Subcontractor 1

Name of the subcontractor: WHEELER ELECTRIC

Description of the labor or portion of the work the subcontractor will provide:

ELECTRICAL

Percentage of the work the subcontractor will perform:

12%

Subcontractor 2

Name of the subcontractor:

Description of the labor or portion of the work the subcontractor will provide:

Percentage of the work the subcontractor will perform:

Subcontractor 3

Name of the subcontractor:

Description of the labor or portion of the work the subcontractor will provide:

Percentage of the work the subcontractor will perform:

SUBCONTRACTORS (1% or \$50,000)

Within 2 hours after opening the bids, the Contractors (Bidders) who submitted the three lowest bids must also provide the

following information for each subcontractor who will be paid 1 percent of the Contractor's total bid or \$50,000, whichever is greater: 1) the name of the subcontractor, 2) the subcontractor's Nevada contractor's license number, and 3) a description of the labor or work to be provided by the subcontractor (see NRS 338.141(1)(b) and (2)). This information may be provided with the Bid or it may be provided within 2 hours after opening the bids.

Subcontractor 1	Name of subcontractor: WHEELAN ELECTRIC Subcontractor's Nevada contractor's license number: 18974 Description of the labor or portion of the work the subcontractor will provide: ELECTRICAL
Subcontractor 2	Name of subcontractor: Subcontractor's Nevada contractor's license number: Description of the labor or portion of the work the subcontractor will provide:
Subcontractor 3	Name of subcontractor: Subcontractor's Nevada contractor's license number: Description of the labor or portion of the work the subcontractor will provide:
Subcontractor 4	Name of subcontractor: Subcontractor's Nevada contractor's license number: Description of the labor or portion of the work the subcontractor will provide:
Subcontractor 5	Name of subcontractor: Subcontractor's Nevada contractor's license number: Description of the labor or portion of the work the subcontractor will provide:

IMPORTANT NOTICE: Attach additional sheets as needed. If a Bidder fails to provide any of the required information within the required timeframe, the Bid shall be deemed not responsive (see NRS 338.141(4)).

BID BOND

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

Las Vegas Paving Corporation

as Principal, and Hartford Fire Insurance Company

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

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

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

Signed, this 5th day of January, 2021.

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

City of Mesquite.

A certain BID attached hereto and hereby made a part hereof to enter into a contract in writing for the Kitty Hawk Drive Improvement Project; Project #: PWP-CL-2020-227

NOW, THEREFORE,

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

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

PWP-CL-2020-227 Kitty Hawk Drive Improvement Project

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

Las Vegas Paving Corporation

By: 

Principal Jay N. Smith

President



Hartford Fire Insurance Company

Surety

By: 

Tiffany Coronado

Attorney-in-Fact



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

Notary Acknowledgment

State of Nevada

County of Clark

On January 26, 2021 before me, Hillery Ilikea Aguiar-Galloway

Personally appeared Tiffany Coronado, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me she executed the same in her authorized capacity, and that by her signature on the instrument the person, or entity upon behalf of which the person acted, executed instrument.

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

WITNESS my hand and official seal.

Signature

Hillery Ilikea Aguiar-Galloway



HILLERY ILIKEA AGUIAR-GALLOWAY
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 03-15-2022
Certificate No: 18-2591-1

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

Bond T-12

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835)

Agency Code: SurePath

KNOW ALL PERSONS BY THESE PRESENTS THAT:

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

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

Tiffany Coronado of Los Angeles, CA

their true and lawful Attorney-in-Fact, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge the following bond, undertaking, contract or written instrument:

Bond No. Bid Bond on behalf of Las Vegas Paving Corporation naming
City of Mesquite as Obligor in the amount of See Bond Form

on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

ss. Hartford

On this 11th day of January, 2016, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



Kathleen T. Maynard

Kathleen T. Maynard

Notary Public

My Commission Expires July 31, 2021

CERTIFICATE

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of January 5, 2021

Signed and sealed at the City of Hartford.



Kevin Heckman

Kevin Heckman, Assistant Vice President

NON-COLLUSIVE AFFIDAVIT OF BIDDER

CITY OF MESQUITE – Kitty Hawk Drive Improvement Project

Labor Commission Project Identifying Number: PWP# CL 2020-227

STATE OF NEVADA)
)
) ss.
COUNTY OF CLARK)

The undersigned, being first duly sworn, deposes and says that:

- (1) The undersigned is an authorized representative of the Bidder identified below, holding the title within also stated below.
- (2) The undersigned has submitted the attached Bid on behalf of and with authority of the Bidder,
- (3) The undersigned is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances and information respecting such Bid;
- (4) Such Bid is genuine and is not a collusive or sham Bid;
- (5) Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the above identified Project for which the attached Bid has been submitted or to refrain from bidding in connection with such Project, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm, or person to fix the price or prices in the attached Bid or of any other bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Mesquite or any person interested in the proposed Project; and
- (6) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in any interest, including this affiant.



Bidder's Authorized Signature

Ryan Mendenhall, Project Manager

Print Name and Title

4420 S. Decatur Blvd.

Las Vega, Nevada 89103

Bidder's Address

702-251-5800

Bidder's Telephone

Subscribed and sworn to before me this 11 day of January, 2021.



Notary

My commission expires

June 6, 2024



DECLARATION OF COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

CITY OF MESQUITE – Kitty Hawk Drive Improvement Project

Labor Commission Project Identifying Number: **PWP# CL 2020-227**

The Americans with Disabilities Act (ADA) was enacted on July 26, 1990 by the United States Congress to protect the disabled from discrimination in employment, public accommodations, transportation and telecommunications.

The City of Mesquite requires that all of its contractors having fifteen (15) or more employees satisfy their nondiscrimination obligations under the ADA. As such, the undersigned Bidder certifies that it will comply with the nondiscrimination provisions of the ADA.

In addition, the undersigned acknowledges that the following signed statement is required on all contracts and addenda to all contracts now in effect with the City of Mesquite, the undersigned represents and warrants that the statement is true, and agrees that such statement is hereby incorporated into all contracts and addenda between the City of Mesquite and the Bidder:

"I, the undersigned on behalf of the identified contractor hereby certify that the below referenced company is in compliance with the nondiscrimination provisions of the Americans with Disabilities Act."



Bidder's Authorized Signature

1/12/21

Date

Ryan Mendenhall, Director

Print Name and Title

CITY OF MESQUITE

AFFIDAVIT OF COMPLIANCE WITH ASSEMBLY BILL 144

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

State of Nevada)

)ss.

County of Clark

I, Ryan Mendenhall (Name of party signing this affidavit and the Bid Form),

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

That Las Vegas Paving Corporation (name of person, firm, association, or corporation) is

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

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

[Signature]
Signature

Director
Title

4420 S. Decatur Blvd.

Las Vegas, Nevada 89103

Address

Subscribed and sworn to before me this

702-251-5800

Telephone

11 Day of January, 2021
[Signature]
Notary

My commission expires June 6, 2024





NEVADA STATE CONTRACTORS BOARD

5390 KIETZKE LANE, SUITE 102, RENO, NEVADA, 89511 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150
2310 CORPORATE CIRCLE, SUITE 200, HENDERSON, NEVADA, 89074, (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

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

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

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON **APRIL 1, 2020** AND EXPIRES ON **MARCH 31, 2021**, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.




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

2/27/2020
DATE

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

BID PROPOSAL DOCUMENTS

CITY OF MESQUITE – Kitty Hawk Drive Improvement Project

Labor Commission Project Identifying Number: PWP# CL 2020-227

1. Bid Proposal
2. Bid Schedule
3. Contractor Work / Subcontractor Work Description
4. Bid Bond
5. Non Collusive Affidavit of Bidder
6. Declaration of Compliance with Americans with Disabilities Act
7. Nevada State Contractor's Board Certificate of Eligibility for Preferential Bidder Status (to be furnished by Bidder if applicable). Affidavit of Compliance with Assembly Bill 144 must be included for eligibility for preferential bidder status.

IMPORTANT NOTICE: Within 2 hours of opening the Bids and if not already provided and clearly identified on the Contractor Work / Subcontractor Work Description form, the Bidders who submitted the three lowest bids must also provide the following information for each subcontractor who will be paid 1 percent of the Bidder's total bid or \$50,000, whichever is greater: 1) the name of the subcontractor, 2) the subcontractor's Nevada contractor's license number, and 3) a description of the labor or work to be provided by the subcontractor (see NRS 338.141(1)(b) and (2)).

BID PROPOSAL

CITY OF MESQUITE – Kitty Hawk Drive Improvement Project

Labor Commission Project Identifying Number: PWP# CL 2020-227

DATE: 1/12/2021

TO: CITY OF MESQUITE, 10 E. MESQUITE BLVD., MESQUITE, NEVADA 89027

FROM (Name of Bidder): Sunroc Corporation

Bidder Address: 1825 E 3850 S St George, Utah 84790

Bidder Phone / Fax / Email: 435-669-5912 - gtalbot@sunroc.com

Having fully and carefully examined the plans and specifications associated with Kitty Hawk Drive Improvement Project (the "Project"), which is dated May, 2020 and December 4, 2020, respectively, and were prepared by Bulloch Brothers Engineering, Inc. and having visited the site to become familiar with all conditions affecting the cost of the work, and having performed all other due diligence and other investigation associated with the work, the undersigned Bidder hereby proposes to furnish all fees, labor, materials, equipment, and incidentals and to perform all work to complete the Projects in the manner called for in said documents for the total sum listed below and as shown on the bid Schedule:

Base Bid Amount : \$ 2,007,639.65

If awarded the Contract, the undersigned Bidder further agrees to execute the attached Agreement within 10 days after receiving a written notice of award and agrees to furnish within the 10 day period, all bonds and insurance information required, as well as all other required information and documents.

If awarded the Contract, the undersigned Bidder further agrees to commence actual physical work as indicated on the "Notice to Proceed" and agrees that all work will be completed within 90 calendar days of the date of the Notice to Proceed (or as set forth in the Notice to Proceed) unless the time for completion is subsequently extended in an addendum signed by the City and the undersigned Bidder.

In case of any failure on the part of the Bidder to complete the work within the time fixed in the Contract, the Bidder shall pay the City as fixed and liquidated damages the amount specified in the Agreement as well as any other damages that may be available to the City at law or equity.


Authorized Agent Signature (required)

0071854A A General Engineering
Nevada Contractor License No. / Classification

Gary Talbot Estimator
Print Name and Title

Unlimited
Limit / Performance & Payment Bond Rating

Bidder acknowledges receipt of the following addendum (failure to acknowledge receipt of any addendum shall be cause for rejection of the Bid):

Addendum No.
1
2

Receipt Date
12/29/2020
1/7/2021

BID SCHEDULE ADDENDUM # 2

CITY OF MESQUITE – Kitty Hawk Drive Improvement Project

Labor Commission Project Identifying Number: **PWP# CL 2020-227**

NOTE TO BIDDERS: Any quantities or other information listed are merely estimates based on preliminary plans and specifications. Bidder shall review, inspect, and conduct Bidder's own due diligence related to the same and all other aspects of Bidder's Bid. By submitting a bid, Bidder hereby verifies all quantities and other specifics based on Bidder's own due diligence and investigation. If upon further inspection prior to bidding or beginning work, any quantity amounts specified below or on the plans for the Project are found to vary substantially from any estimated quantities, Bidder shall immediately notify the City of Mesquite in writing.

Bid Item	Description	Estimated Quantity	Unit Price	Total Amount
1	Mobilization/Demobilization	Lump Sum	<u>150,000</u>	<u>150,000</u>
2	Construction Conflicts	Lump Sum	<u>\$ 50,000.00</u>	<u>\$ 50,000.00</u>
3	Relocate Existing Guardrail	150 l.f.	<u>180</u>	<u>27,000</u>
4	Traffic Control	Lump Sum	<u>340,000</u>	<u>340,000</u>
5	Roto-mill and Dispose of 4-inches of Asphalt on Kitty Hawk Drive	212,519 s.f.	<u>0.50</u>	<u>106,259.50</u>
6	Furnish & Install 24-inch L-type Curb & Gutter with Aggregate Base	5,098 l.f.	<u>27.75</u>	<u>141,469.50</u>
7	Furnish & Install A Type Curb with Base	163 l.f.	<u>21.75</u>	<u>3,545.25</u>
8	Furnish & Install 4-inch Thick Concrete Flatwork for Sidewalk with Base	21,715 s.f.	<u>11.85</u>	<u>257,322.75</u>
9	Furnish & Install 1-inch Type II Aggregate Base	202,156 s.f.	<u>0.25</u>	<u>50,539</u>
10	Furnish & Install 4-inch Type II Aggregate Base	1,180 s.f.	<u>0.82</u>	<u>967.60</u>
11	Furnish & Install 10-inch Type II Aggregate Base	18,514 s.f.	<u>1.10</u>	<u>20,365.40</u>
12	Furnish & Install 2-inch Bituminous Plantmix (PG) with Fog Seal	1,180 s.f.	<u>1.90</u>	<u>2,242</u>
13	Furnish & Install 3-inch Bituminous Plantmix (PG) with Fog Seal	220,670 s.f.	<u>1.50</u>	<u>331,005</u>

14	Furnish and Install 24-inch Corrugated Plastic Storm Drain Pipe	648 l.f.	<u>95.25</u>	<u>61,722</u>
15	Furnish and Install 30-inch Corrugated Plastic Storm Drain Pipe	57 l.f.	<u>130.50</u>	<u>7,438.50</u>
16	Furnish and Install Type "CM2" Storm Drain Drop Inlet	4 each	<u>18,500</u>	<u>74,000</u>
17	Furnish and Install 60" Storm Drain Manhole	2 each	<u>6,200</u>	<u>12,400</u>
18	Backfill curb & gutter and sidewalk as shown on the "back fill detail" on sheet 5 of plans	1,100 c.y.	<u>16.50</u>	<u>18,150</u>
19	Furnish & install single mast streetlight with standard foundation per CCA standard dwg# 321	21 each	<u>4,800</u>	<u>100,800</u>
20	Furnish & Install single mast streetlight with Type "E" foundation per CCA standard dwg# 718	4 each	<u>5,050</u>	<u>20,200</u>
21	Furnish & Install streetlight power system Complete including conduit, transformer pad, and wiring as shown on the plans	Lump Sum	<u>55,000</u>	<u>55,000</u>
22	Pavement striping and marking as shown on the plans	Lump Sum	<u>19,500</u>	<u>19,500</u>
23	Adjust water valve box to grade with concrete collar	11 each	<u>710</u>	<u>7,810</u>
24	Adjust manhole lid to grade with concrete collar	3 each	<u>945</u>	<u>2,835</u>
25	Furnish and Install 18-inch Corrugated Plastic Storm Drain Pipe	420 l.f.	<u>82.65</u>	<u>34,713</u>
26	Furnish and Install 48" Storm Drain Manhole	1 each	<u>5,700</u>	<u>5,700</u>
27	Construct ADA handicap ramp as shown on the construction plans	495 s.f.	<u>12</u>	<u>5,940</u>
28	Construct commercial driveway as shown on the construction plans	387 s.f.	<u>21.25</u>	<u>8,223.75</u>
29	Construct 4-inch concrete slab with gravel base as shown on sheet 7 of the construction plans	1665 s.f	<u>11.80</u>	<u>19,647</u>
30	Construct 4' Valley Gutter	370 s.f.	<u>17.75</u>	<u>6,567.50</u>

31	Remove and Replace Existing Cross-Gutter Spandrel	395 s.f.	<u>24.50</u>	<u>9,677.50</u>
32	Furnish and Install "Mojave Red Landscaping Rock 3" thick over Weed Barrier (SF)"	8818 s.f.	<u>3.30</u>	<u>29,099.40</u>
33	Furnish and Install key pad conduit Sheet 7 addendum # 2 of the plans	100 l.f.	<u>25</u>	<u>2,500</u>
34	Removal and Disposal of Structures and obstructions	Lump Sum	<u>25,000</u>	<u>25,000</u>

Total Bid Amount: \$ 2,007,639.65

Bid Total Amount written in words two million seven thousand six hundred thirty nine dollars
sixty five cents

CONTRACTOR WORK / SUBCONTRACTOR WORK DESCRIPTION

CITY OF MESQUITE – Kitty Hawk Drive Improvement Project

Labor Commission Project Identifying Number: PWP# CL 2020-227

CONTRACTOR'S WORK

If the Contractor (Bidder) will perform any work which is more than 1 percent of the Contractor's total bid, the Contractor shall provide a description of the labor or portion of the work that the Contractor will provide; or a statement that the Contractor will perform all work other than the work being performed by the subcontractor(s) listed below (see NRS 338.141(3)).

Description of the labor or portion of the work the Contractor (Bidder) will provide or perform itself:

Asphalt Paving, Grading, Road Base Installation, Landscape Rock, Additional Demolition

Percentage of the work the Contractor (Bidder) will perform itself:

47.6%

SUBCONTRACTORS' WORK (5% or greater)

The Contractor (Bidder) shall provide the name of each subcontractor who will provide labor or a portion of the work for which the subcontractor will be paid an amount exceeding 5 percent of the Contractor's total bid (see NRS 338.141(1)(b)). The District also requests that the Contractor (Bidder) provide a description of the work each such subcontractor will provide and the percentage of the total work each such subcontractor will perform.

Subcontractor 1	Name of the subcontractor: Prime Excavation LLC Description of the labor or portion of the work the subcontractor will provide: Concrete Flatwork, Curb and Gutter, Storm Drain Installation, Manhole Installation Percentage of the work the subcontractor will perform: 29.2%
Subcontractor 2	Name of the subcontractor: Utah Barricade Description of the labor or portion of the work the subcontractor will provide: Traffic Control, Flagging, Percentage of the work the subcontractor will perform: 13.69%
Subcontractor 3	Name of the subcontractor: Mesquite Electric Description of the labor or portion of the work the subcontractor will provide: Light Poles and Power Systems Percentage of the work the subcontractor will perform: 7.5%

SUBCONTRACTORS (1% or \$50,000)

Within 2 hours after opening the bids, the Contractors (Bidders) who submitted the three lowest bids must also provide the

following information for each subcontractor who will be paid 1 percent of the Contractor's total bid or \$50,000, whichever is greater: 1) the name of the subcontractor, 2) the subcontractor's Nevada contractor's license number, and 3) a description of the labor or work to be provided by the subcontractor (see NRS 338.141(1)(b) and (2)). This information may be provided with the Bid or it may be provided within 2 hours after opening the bids.

Subcontractor 1	Name of subcontractor: Coughlin Company I Inc Subcontractor's Nevada contractor's license number: NV19881031061 Description of the labor or portion of the work the subcontractor will provide: Rotomilling of Asphalt
Subcontractor 2	Name of subcontractor: Straight Stripe Painting Subcontractor's Nevada contractor's license number: NV20061060504 Description of the labor or portion of the work the subcontractor will provide: Striping and pavement markings
Subcontractor 3	Name of subcontractor: Subcontractor's Nevada contractor's license number: Description of the labor or portion of the work the subcontractor will provide:
Subcontractor 4	Name of subcontractor: Subcontractor's Nevada contractor's license number: Description of the labor or portion of the work the subcontractor will provide:
Subcontractor 5	Name of subcontractor: Subcontractor's Nevada contractor's license number: Description of the labor or portion of the work the subcontractor will provide:

IMPORTANT NOTICE: Attach additional sheets as needed. If a Bidder fails to provide any of the required information within the required timeframe, the Bid shall be deemed not responsive (see NRS 338.141(4)).

BID BOND

CITY OF MESQUITE – Kitty Hawk Drive Improvement Project

Labor Commission Project Identifying Number: PWP# CL 2020-227

Date: January 12, 2021

Bidder/Contractor: Sunroc Corporation

Surety Company: Travelers Casualty and Surety Company of America

Penal Sum of Bond: Five Percent of Accompanying Bid (5% of Bid)

KNOW ALL MEN BY THESE PRESENTS, that we, the above identified Bidder/Contractor, as Principal, and the above identified Surety Company, as Surety, are hereby held and firmly bound unto the City of Mesquite in the penal sum stated above, the payment of which we hereby jointly and severally bind ourselves, successors and assigns to make to the City of Mesquite upon any failure by Bidder/Contractor to perform Bidder/Contractor's obligations arising from Bidder/Contractor's submission of a Bid to the City of Mesquite to perform all Work associated with the above identified Project should the Bid be accepted. Bidder/Contractor has attached hereto a copy of the Bid and associated documents which are made a part hereof.

Surety's obligations under this Bid Bond shall be null and void under the following conditions:

1. If Bidder/Contractor's Bid is rejected, or
2. If Bidder/Contractor's Bid is accepted and Bidder/Contractor executes and delivers the Agreement in the form attached hereto, properly completed in accordance with Bidder/Contractor's Bid, and furnishes a Bond for Bidder/Contractor's faithful performance of the Agreement, for the timely payment of all persons, subcontractors, Suppliers, and others performing labor or furnishing materials in connection with the Project, and for otherwise performing the Agreement which shall be created by the City of Mesquite's acceptance of the Bid.

The liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as stated above. The Surety, for value received, also hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way be impaired or affected by any extension of the time within which the City may accept Bidder/Contractor's Bid; and said Surety does hereby waive all notice of any such extension. Surety understands that surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located; Surety hereby represents and warrants that Surety is in compliance with the foregoing.

BIDDER/CONTRACTOR


Bidder/Contractor's Authorized Signature

Russell Leslie, Vice President

Print Name and Title

SURETY COMPANY


Surety's Authorized Signature

Adam Snow, Attorney-in-Fact

Print Name and Title



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **ADAM SNOW** of **SALT LAKE CITY**

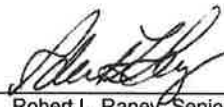
Utah, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January**, **2019**.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **17th** day of **January**, **2019**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2021**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **12th** day of **January**, **2021**




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.**

NON-COLLUSIVE AFFIDAVIT OF BIDDER

CITY OF MESQUITE – Kitty Hawk Drive Improvement Project

Labor Commission Project Identifying Number: PWP# CL 2020-227

STATE OF NEVADA)
)
) ss.
COUNTY OF CLARK)

The undersigned, being first duly sworn, deposes and says that:

- (1) The undersigned is an authorized representative of the Bidder identified below, holding the title within also stated below.
- (2) The undersigned has submitted the attached Bid on behalf of and with authority of the Bidder,
- (3) The undersigned is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances and information respecting such Bid;
- (4) Such Bid is genuine and is not a collusive or sham Bid;
- (5) Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the above identified Project for which the attached Bid has been submitted or to refrain from bidding in connection with such Project, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm, or person to fix the price or prices in the attached Bid or of any other bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Mesquite or any person interested in the proposed Project; and
- (6) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in any interest, including this affiant.


Bidder's Authorized Signature

Gary Talbot Estimator

Print Name and Title

1825 E 3850 S

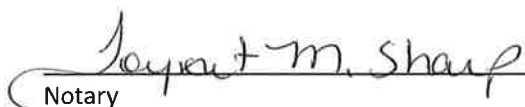
St George, Utah 84790

Bidder's Address

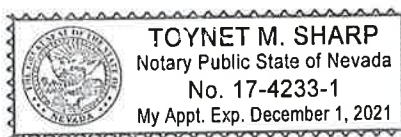
435-634-2221

Bidder's Telephone

Subscribed and sworn to before me this 12th day of January, 2021.


Notary

My commission expires 12-01-2021



DECLARATION OF COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

CITY OF MESQUITE – Kitty Hawk Drive Improvement Project

Labor Commission Project Identifying Number: **PWP# CL 2020-227**

The Americans with Disabilities Act (ADA) was enacted on July 26, 1990 by the United States Congress to protect the disabled from discrimination in employment, public accommodations, transportation and telecommunications.

The City of Mesquite requires that all of its contractors having fifteen (15) or more employees satisfy their nondiscrimination obligations under the ADA. As such, the undersigned Bidder certifies that it will comply with the nondiscrimination provisions of the ADA.

In addition, the undersigned acknowledges that the following signed statement is required on all contracts and addenda to all contracts now in effect with the City of Mesquite, the undersigned represents and warrants that the statement is true, and agrees that such statement is hereby incorporated into all contracts and addenda between the City of Mesquite and the Bidder:

"I, the undersigned on behalf of the identified contractor hereby certify that the below referenced company is in compliance with the nondiscrimination provisions of the Americans with Disabilities Act."

 1/12/21
Bidder's Authorized Signature Date

Gary Talbot Estimator
Print Name and Title

CITY OF MESQUITE

AFFIDAVIT OF COMPLIANCE WITH ASSEMBLY BILL 144

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

State of Nevada)

)ss.

County of Clark

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

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

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

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

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

Signature

Title

Address

Subscribed and sworn to before me this

Telephone

_____ Day of _____

Notary

My commission expires _____

BID PROPOSAL DOCUMENTS

CITY OF MESQUITE – Kitty Hawk Drive Improvement Project

Labor Commission Project Identifying Number: PWP# CL 2020-227

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BID PROPOSAL

CITY OF MESQUITE – Kitty Hawk Drive Improvement Project

Labor Commission Project Identifying Number: **PWP# CL 2020-227**

DATE: January 12, 2021

TO: CITY OF MESQUITE, 10 E. MESQUITE BLVD., MESQUITE, NEVADA 89027

FROM (Name of Bidder): Mesquite General Contracting Inc.

Bidder Address: 340 Falcon Ridge Parkway #700, Mesquite, NV 89027

Bidder Phone / Fax / Email: P:702-346-8955 / F: 702-346-6690 / E: Scott@mesquitegeneral.com

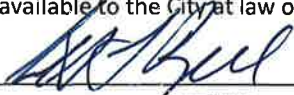
Having fully and carefully examined the plans and specifications associated with Kitty Hawk Drive Improvement Project (the "Project"), which is dated May, 2020 and December 4, 2020, respectively, and were prepared by Bulloch Brothers Engineering, Inc. and having visited the site to become familiar with all conditions affecting the cost of the work, and having performed all other due diligence and other investigation associated with the work, the undersigned Bidder hereby proposes to furnish all fees, labor, materials, equipment, and incidentals and to perform all work to complete the Projects in the manner called for in said documents for the total sum listed below and as shown on the bid Schedule:

Base Bid Amount : \$ \$ 1,523,729.12

If awarded the Contract, the undersigned Bidder further agrees to execute the attached Agreement within 10 days after receiving a written notice of award and agrees to furnish within the 10 day period, all bonds and insurance information required, as well as all other required information and documents.

If awarded the Contract, the undersigned Bidder further agrees to commence actual physical work as indicated on the "Notice to Proceed" and agrees that all work will be completed within 90 calendar days of the date of the Notice to Proceed (or as set forth in the Notice to Proceed) unless the time for completion is subsequently extended in an addendum signed by the City and the undersigned Bidder.

In case of any failure on the part of the Bidder to complete the work within the time fixed in the Contract, the Bidder shall pay the City as fixed and liquidated damages the amount specified in the Agreement as well as any other damages that may be available to the City at law or equity.



Authorized Agent Signature (required)

Scott L. Bulloch, President

Print Name and Title

0053619 / A - General Engineering

Nevada Contractor License No. / Classification

Unlimited / A+ Superior

Limit / Performance & Payment Bond Rating

Bidder acknowledges receipt of the following addendum (failure to acknowledge receipt of any addendum shall be cause for rejection of the Bid):

Addendum No.

1

2

Receipt Date

12/30/2020

1/7/2021

BID SCHEDULE ADDENDUM # 2

CITY OF MESQUITE – Kitty Hawk Drive Improvement Project

Labor Commission Project Identifying Number: **PWP# CL 2020-227**

NOTE TO BIDDERS: Any quantities or other information listed are merely estimates based on preliminary plans and specifications. Bidder shall review, inspect, and conduct Bidder's own due diligence related to the same and all other aspects of Bidder's Bid. By submitting a bid, Bidder hereby verifies all quantities and other specifics based on Bidder's own due diligence and investigation. If upon further inspection prior to bidding or beginning work, any quantity amounts specified below or on the plans for the Project are found to vary substantially from any estimated quantities, Bidder shall immediately notify the City of Mesquite in writing.

Bid Item	Description	Estimated Quantity	Unit Price	Total Amount
1	Mobilization/Demobilization	Lump Sum	<u>\$ 66,200.00</u>	<u>\$ 66,200.00</u>
2	Construction Conflicts	Lump Sum	<u>\$ 50,000.00</u>	<u>\$ 50,000.00</u>
3	Relocate Existing Guardrail	150 l.f.	<u>\$ 40.50</u>	<u>\$ 6,075.00</u>
4	Traffic Control	Lump Sum	<u>\$ 154,000.00</u>	<u>\$ 154,000.00</u>
5	Roto-mill and Dispose of 4-inches of Asphalt on Kitty Hawk Drive	212,519 s.f.	<u>\$ 0.34</u>	<u>\$ 72,256.46</u>
6	Furnish & Install 24-inch L-type Curb & Gutter with Aggregate Base	5,098 l.f.	<u>\$ 24.00</u>	<u>\$ 122,352.00</u>
7	Furnish & Install A Type Curb with Base	163 l.f.	<u>\$ 36.80</u>	<u>\$ 5,998.40</u>
8	Furnish & Install 4-inch Thick Concrete Flatwork for Sidewalk with Base	21,715 s.f.	<u>\$ 5.70</u>	<u>\$ 123,775.50</u>
9	Furnish & Install 1-inch Type II Aggregate Base	202,156 s.f.	<u>\$ 0.25</u>	<u>\$ 50,539.00</u>
10	Furnish & Install 4-inch Type II Aggregate Base	1,180 s.f.	<u>\$ 1.73</u>	<u>\$ 2,041.40</u>
11	Furnish & Install 10-inch Type II Aggregate Base	18,514 s.f.	<u>\$ 1.95</u>	<u>\$ 36,102.30</u>
12	Furnish & Install 2-inch Bituminous Plantmix (PG) with Fog Seal	1,180 s.f.	<u>\$ 2.45</u>	<u>\$ 2,891.00</u>
13	Furnish & Install 3-inch Bituminous Plantmix (PG) with Fog Seal	220,670 s.f.	<u>\$ 1.81</u>	<u>\$ 399,412.70</u>

14	Furnish and Install 24-inch Corrugated Plastic Storm Drain Pipe	648 l.f.	<u>\$ 48.20</u>	<u>\$ 31,233.60</u>
15	Furnish and Install 30-inch Corrugated Plastic Storm Drain Pipe	57 l.f.	<u>\$ 66.20</u>	<u>\$ 3,773.40</u>
16	Furnish and Install Type "CM2" Storm Drain Drop Inlet	4 each	<u>\$ 13,450.00</u>	<u>\$ 53,800.00</u>
17	Furnish and Install 60" Storm Drain Manhole	2 each	<u>\$ 6,500.00</u>	<u>\$ 13,000.00</u>
18	Backfill curb & gutter and sidewalk as shown on the "back fill detail" on sheet 5 of plans	1,100 c.y.	<u>\$ 22.50</u>	<u>\$ 24,750.00</u>
19	Furnish & install single mast streetlight with standard foundation per CCA standard dwg# 321	21 each	<u>\$ 6,700.00</u>	<u>\$ 140,700.00</u>
20	Furnish & Install single mast streetlight with Type "E" foundation per CCA standard dwg# 718	4 each	<u>\$ 8,725.00</u>	<u>\$ 34,900.00</u>
21	Furnish & Install streetlight power system Complete including conduit, transformer pad, and wiring as shown on the plans	Lump Sum	<u>\$ 10,800.00</u>	<u>\$ 10,800.00</u>
22	Pavement striping and marking as shown on the plans	Lump Sum	<u>\$ 12,500.00</u>	<u>\$ 12,500.00</u>
23	Adjust water valve box to grade with concrete collar	11 each	<u>\$ 770.00</u>	<u>\$ 8,470.00</u>
24	Adjust manhole lid to grade with concrete collar	3 each	<u>\$ 1,050.00</u>	<u>\$ 3,150.00</u>
25	Furnish and Install 18-inch Corrugated Plastic Storm Drain Pipe	420 l.f.	<u>\$ 54.00</u>	<u>\$ 22,680.00</u>
26	Furnish and Install 48" Storm Drain Manhole	1 each	<u>\$ 5,450.00</u>	<u>\$ 5,450.00</u>
27	Construct ADA handicap ramp as shown on the construction plans	495 s.f.	<u>\$ 7.70</u>	<u>\$ 3,811.50</u>
28	Construct commercial driveway as shown on the construction plans	387 s.f.	<u>\$ 12.50</u>	<u>\$ 4,837.50</u>
29	Construct 4-inch concrete slab with gravel base as shown on sheet 7 of the construction plans	1665 s.f	<u>\$ 5.75</u>	<u>\$ 9,573.75</u>
30	Construct 4' Valley Gutter	370 s.f.	<u>\$ 15.30</u>	<u>\$ 5,661.00</u>

31	Remove and Replace Existing Cross-Gutter Spandrel	395 s.f.	<u>\$ 23.35</u>	<u>\$ 9,223.25</u>
32	Furnish and Install "Mojave Red Landscaping Rock 3" thick over Weed Barrier (SF)"	8818 s.f.	<u>\$ 2.52</u>	<u>\$ 22,221.36</u>
33	Furnish and Install key pad conduit Sheet 7 addendum # 2 of the plans	100 l.f.	<u>\$ 20.50</u>	<u>\$ 2,050.00</u>
34	Removal and Disposal of Structures and obstructions	Lump Sum	<u>\$ 9,500.00</u>	<u>\$ 9,500.00</u>

Total Bid Amount: \$ \$ 1,523,729.12

Bid Total Amount written in words One million, five hundred twenty three thousand,
seven hundred twenty nine dollars and 12/100-----

CONTRACTOR WORK / SUBCONTRACTOR WORK DESCRIPTION

CITY OF MESQUITE – Kitty Hawk Drive Improvement Project

Labor Commission Project Identifying Number: PWP# CL 2020-227

CONTRACTOR'S WORK

If the Contractor (Bidder) will perform any work which is more than 1 percent of the Contractor's total bid, the Contractor shall provide a description of the labor or portion of the work that the Contractor will provide; or a statement that the Contractor will perform all work other than the work being performed by the subcontractor(s) listed below (see NRS 338.141(3)).

Description of the labor or portion of the work the Contractor (Bidder) will provide or perform itself:

All work greater than 5% of total bid amount not otherwise listed.

Percentage of the work the Contractor (Bidder) will perform itself:

63%

SUBCONTRACTORS' WORK (5% or greater)

The Contractor (Bidder) shall provide the name of each subcontractor who will provide labor or a portion of the work for which the subcontractor will be paid an amount exceeding 5 percent of the Contractor's total bid (see NRS 338.141(1)(b)). The District also requests that the Contractor (Bidder) provide a description of the work each such subcontractor will provide and the percentage of the total work each such subcontractor will perform.

Subcontractor 1	Name of the subcontractor: Staker & Parson Companies
	Description of the labor or portion of the work the subcontractor will provide: Asphalt Paving, some trucking
	Percentage of the work the subcontractor will perform: 23.80%
Subcontractor 2	Name of the subcontractor: Heritage Electric Inc.
	Description of the labor or portion of the work the subcontractor will provide: Electrical and dry utilities
	Percentage of the work the subcontractor will perform: 10.30%
Subcontractor 3	Name of the subcontractor:
	Description of the labor or portion of the work the subcontractor will provide:
	Percentage of the work the subcontractor will perform:

SUBCONTRACTORS (1% or \$50,000)

Within 2 hours after opening the bids, the Contractors (Bidders) who submitted the three lowest bids must also provide the

following information for each subcontractor who will be paid 1 percent of the Contractor's total bid or \$50,000, whichever is greater: 1) the name of the subcontractor, 2) the subcontractor's Nevada contractor's license number, and 3) a description of the labor or work to be provided by the subcontractor (see NRS 338.141(1)(b) and (2)). This information may be provided with the Bid or it may be provided within 2 hours after opening the bids.

Subcontractor 1	Name of subcontractor: Mesquite General Contracting Inc. Subcontractor's Nevada contractor's license number: 0053619 Description of the labor or portion of the work the subcontractor will provide: All work equal to or greater than 1% of bid amount not otherwise listed.
Subcontractor 2	Name of subcontractor: Staker & Parson Companies Subcontractor's Nevada contractor's license number: 0054829 Description of the labor or portion of the work the subcontractor will provide: Asphalt paving, some trucking
Subcontractor 3	Name of subcontractor: Heritage Electric Inc. Subcontractor's Nevada contractor's license number: 0029159A Description of the labor or portion of the work the subcontractor will provide: Electrical and dry utilities
Subcontractor 4	Name of subcontractor: Coughlin Company Subcontractor's Nevada contractor's license number: 0028544 Description of the labor or portion of the work the subcontractor will provide: Rotomilling
Subcontractor 5	Name of subcontractor: Kokopelli Landscaping Subcontractor's Nevada contractor's license number: 0056688 Description of the labor or portion of the work the subcontractor will provide: Weed barrier and landscape rock

IMPORTANT NOTICE: Attach additional sheets as needed. If a Bidder fails to provide any of the required information within the required timeframe, the Bid shall be deemed not responsive (see NRS 338.141(4)).

BID BOND

CITY OF MESQUITE – Kitty Hawk Drive Improvement Project

Labor Commission Project Identifying Number: PWP# CL 2020-227

Date: January 12, 2021

Bidder/Contractor: Mesquite General Contracting, Inc.

Surety Company: Atlantic Specialty Insurance Company

Penal Sum of Bond: Five Percent of Amount Bid

KNOW ALL MEN BY THESE PRESENTS, that we, the above identified Bidder/Contractor, as Principal, and the above identified Surety Company, as Surety, are hereby held and firmly bound unto the City of Mesquite in the penal sum stated above, the payment of which we hereby jointly and severally bind ourselves, successors and assigns to make to the City of Mesquite upon any failure by Bidder/Contractor to perform Bidder/Contractor's obligations arising from Bidder/Contractor's submission of a Bid to the City of Mesquite to perform all Work associated with the above identified Project should the Bid be accepted. Bidder/Contractor has attached hereto a copy of the Bid and associated documents which are made a part hereof.

Surety's obligations under this Bid Bond shall be null and void under the following conditions:

1. If Bidder/Contractor's Bid is rejected, or
2. If Bidder/Contractor's Bid is accepted and Bidder/Contractor executes and delivers the Agreement in the form attached hereto, properly completed in accordance with Bidder/Contractor's Bid, and furnishes a Bond for Bidder/Contractor's faithful performance of the Agreement, for the timely payment of all persons, subcontractors, Suppliers, and others performing labor or furnishing materials in connection with the Project, and for otherwise performing the Agreement which shall be created by the City of Mesquite's acceptance of the Bid.

The liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as stated above. The Surety, for value received, also hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way be impaired or affected by any extension of the time within which the City may accept Bidder/Contractor's Bid; and said Surety does hereby waive all notice of any such extension. Surety understands that surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located; Surety hereby represents and warrants that Surety is in compliance with the foregoing.

BIDDER/CONTRACTOR


Bidder/Contractor's Authorized Signature

SCOTT L. BULLOCH, PRESIDENT
Print Name and Title

SURETY COMPANY


Surety's Authorized Signature

Lori Clark, Attorney-in-fact
Print Name and Title

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Lia Dressler, Budd Scow, Patricia Wilcox, Danielle Marchant, Brady Thorn, Adam Snow, Jace D. Pearson, W. Douglas Snow, Vicki Sorensen, James Dickson, W. Douglas Snow, Susan Smith, Brad Anderson, Lori Clark, Ginger Farnsworth, Toni Truman**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

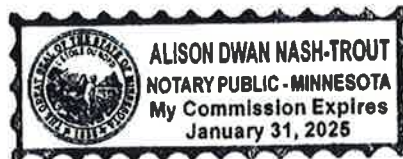
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 12 day of January, 2021



This Power of Attorney expires
January 31, 2025

Kara Barrow, Secretary

NON-COLLUSIVE AFFIDAVIT OF BIDDER

CITY OF MESQUITE – Kitty Hawk Drive Improvement Project

Labor Commission Project Identifying Number: PWP# CL 2020-227

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

The undersigned, being first duly sworn, deposes and says that:

- (1) The undersigned is an authorized representative of the Bidder identified below, holding the title within also stated below.
- (2) The undersigned has submitted the attached Bid on behalf of and with authority of the Bidder,
- (3) The undersigned is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances and information respecting such Bid;
- (4) Such Bid is genuine and is not a collusive or sham Bid;
- (5) Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the above identified Project for which the attached Bid has been submitted or to refrain from bidding in connection with such Project, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm, or person to fix the price or prices in the attached Bid or of any other bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Mesquite or any person interested in the proposed Project; and
- (6) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in any interest, including this affiant.



Bidder's Authorized Signature

Scott L. Bulloch, President

Print Name and Title

340 Falcon Ridge Parkway #700

Mesquite, NV 89027

Bidder's Address

702-346-8955

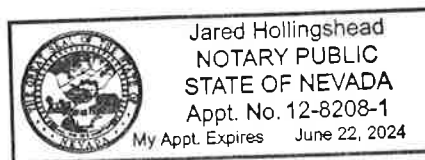
Bidder's Telephone

Subscribed and sworn to before me this 12 day of January, 2021, by Scott L. Bulloch.



Notary

My commission expires June 22, 2024



DECLARATION OF COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

CITY OF MESQUITE – Kitty Hawk Drive Improvement Project

Labor Commission Project Identifying Number: **PWP# CL 2020-227**

The Americans with Disabilities Act (ADA) was enacted on July 26, 1990 by the United States Congress to protect the disabled from discrimination in employment, public accommodations, transportation and telecommunications.

The City of Mesquite requires that all of its contractors having fifteen (15) or more employees satisfy their nondiscrimination obligations under the ADA. As such, the undersigned Bidder certifies that it will comply with the nondiscrimination provisions of the ADA.

In addition, the undersigned acknowledges that the following signed statement is required on all contracts and addenda to all contracts now in effect with the City of Mesquite, the undersigned represents and warrants that the statement is true, and agrees that such statement is hereby incorporated into all contracts and addenda between the City of Mesquite and the Bidder:

"I, the undersigned on behalf of the identified contractor hereby certify that the below referenced company is in compliance with the nondiscrimination provisions of the Americans with Disabilities Act."


Bidder's Authorized Signature

1/12/2021
Date

Scott L. Bulloch, President
Print Name and Title

CITY OF MESQUITE

AFFIDAVIT OF COMPLIANCE WITH ASSEMBLY BILL 144

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

State of Nevada)

)ss.

County of Clark

I, Scott L. Bulloch (Name of party signing this affidavit and the Bid Form),

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

That Mesquite General Contracting Inc. (name of person, firm, association, or corporation) is

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

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



Signature

President

Title

340 Falcon Ridge Parkway #700

Mesquite, NV 89027

Address

Subscribed and sworn to before me this

702-346-8955

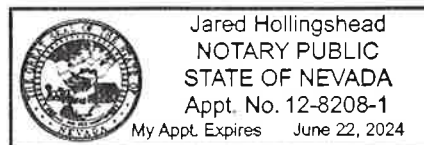
Telephone

21 Day of January, 2021, by *Scott L. Bulloch*



Notary

My commission expires June 22, 2024





NEVADA STATE CONTRACTORS BOARD

5390 KIETZKE LANE, SUITE 102, RENO, NEVADA, 89511 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150
2310 CORPORATE CIRCLE, SUITE 200, HENDERSON, NEVADA, 89074, (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: **BPC-14-06-19-0509**

MESQUITE GENERAL CONTRACTING INC. (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: **0053619** ORIGINAL ISSUE DATE: **06/20/2002** BUSINESS TYPE: **CORPORATION** CLASSIFICATION: **A-GENERAL ENGINEERING** MONETARY LICENSE LIMIT: **UNLIMITED** STATUS: **ACTIVE**, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON **JULY 1, 2020** AND EXPIRES ON **JUNE 30, 2021**, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.




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


DATE

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



Technical Review Meeting Agenda Item Report

Submitted by: Aaron Baker

Submitting Department: City Manager

Meeting Date: January 19, 2021

Subject:

Presentation regarding various economic development options for the City's consideration and other matters properly related thereto.

- Public Comment
- Discussion and Possible Action.

Recommendation:

Hear the presentations and provide direction

Petitioner:

Aaron Baker, City Manager

Is this a budgeted item?

Yes

Fiscal Impact:

Indeterminable at this time

Background:

In 2020, the City Council directed staff to develop and RFQ for economic development services. That RFQ was released in the Fall of 2020. Two groups submitted responses--Mesquite Region Economic Development and Citywide Golf Solutions, LLC.

Attached is the original RFQ and copies of their proposals.

Please be aware that the RFQ did not request an amount to provide the services. With the RFQ process, the amount is negotiated after the qualified firm is selected.

Staff is working with the parties to finalize the format for the Jan 26 meeting agenda item.

Attachments:

- [RFQ 2020 for Economic Development Services Final.pdf](#)
- [Citywide Golf Solutions Response for RFQ 2020 for Economic Development Services.pdf](#)
- [MRED Response for RFQ 2020 for Economic Development Services.pdf](#)



City of Mesquite
City Manager's Office

Request for Qualifications

For

Economic Development Services

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ATTACHMENT B: CITY’S STRATEGIC PILLARS	

1. **OVERVIEW OF PROJECT**

As part of its charter, the City of Mesquite is charged with overseeing the general health, safety and welfare of the City. Economic development is considered by the City to be an activity that advances these principles for its citizenry.

In broad terms, economic development refers to the activities and policies that improve the economic well-being of Mesquite and the region. These activities and policies include, without limitation: job creation, job retention, tax base enhancements, business retentions and expansion, technology transfer, the diversification of the economy, the development and support of entrepreneurs, the development and support of business leaders, and the education, training and housing of the workforce.

To advance economic development and gain the associated benefits, the City seeks to designate and contract with an interested organization as a Local Economic Development Organization (LEDO) to provide services to aid, promote, and encourage economic development within the City of Mesquite and the surrounding area.

2. **RESPONSE CONTENTS**

Responses to this RFQ must be based on objectives, strategies and actions that can reasonably be accomplished over the term of the contract. The responses should also align with the [state's plan for economic development](#) published by GOED and the City's strategic pillars (Attachment B).

Responses to this RFQ must include all of the following items

- 1) Attachment A
- 2) Organization Background Information
 - a) Organization Type
 - i) A private for-profit entity
 - ii) A private non-profit entity
 - iii) Some combination of i and ii
 - b) Location(s) of offices and location of the office that will provide the services described in this RFQ
 - c) Organizational Structure
 - i) Do you have a board of directors? If so, please provide a list.
 - ii) Number of employees
 - iii) Does your entity have bylaws? If so, please provide.
 - iv) Are you registered with the Nevada Secretary of State's Office? If so, please provide number (Nevada Business License, etc.)
 - v) Do you file any forms with the IRS or other government agencies (990, etc.)
 - vi) Federal tax ID
 - vii) Dun and Bradstreet Number (DUNS)
 - d) Location(s) from which employees will be assigned
 - e) Name, address and telephone number of the LEDO's point of contact regarding this RFQ
 - f) Disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending which involves the LEDO or in which the LEDO has been judged guilty or liable.
- 3) Organization Qualifications
 - a) Organization background/history in economic development, why LEDO is qualified to provide the services described in this RFQ and briefly describe your organizational capacity necessary to carry out the plan for economic development.
 - b) Length of time and description of services LEDO has been providing to the public and/or private sector.
 - c) Resumes for key staff to be responsible for performance of any contract resulting from this RFQ.
- 4) Describe the population, key demographics and Mesquite's top three or four economic drivers.
 - a) Please provide supporting documentation

- 5) Identify and describe a basic three-year plan for creating jobs in the region that is linked to the State Plan for Economic Development. Such a plan must identify strategies and goals for:
 - a) The creation and development of new businesses
 - b) The retention and expansion of existing local companies
 - c) The attraction and relocation or expansion of companies from outside the area

Additionally, the following may be addressed

- a) Development of key industry sectors
 - b) Workforce development
 - c) Entrepreneurial and startup development
 - d) Rural and community development
 - e) Redevelopment
 - f) Downtown development
 - g) Tourism
 - h) Tax base enhancements
 - i) Technology transfer
 - j) Workforce housing
- 6) Identify and describe a plan to work regularly in concert with regional and local governmental leadership and economic development staff, workforce development organizations, affordable housing organizations, and other key groups
- 7) Describe your organization's interaction with State of Nevada economic development programs
- 8) Provide references, partner identification, or indications of community support from similar work performed for private, local and/or other government clients within the last three years
- 9) Provide any documentation regarding financial commitments from other public and private sector partners
- 10) Applicants are requested to not provide a cost proposal with the RFQ. The City will select the LEDO, then subsequently negotiate both scope of work and cost as part of the contracting and negotiation process.**

3. PERFORMANCE MEASURES AND REPORTING REQUIREMENTS

- 1) Performance Measurements and Reporting Requirements
 - a) Using a method prescribed by the City, the LEDO will be required to provide a written monthly report which includes, but is not limited to, the following:
 - i) Leads, prospects, wins and losses for business start-up, retention, expansion, and relocation
 - ii) Any other information deemed pertinent by the LEDO
 - iii) Any other information required by the City
 - b) Using a method prescribed by the City, the LEDO will be required to provide an oral quarterly report at a public meeting which includes, but is not limited to, the following:
 - i) Summarizes the written monthly reports from the prior three months
 - ii) Brief description of the LEDO's engagement or assistance provided for business start-up, retention, expansion, and relocation
 - iii) A statement of the benefit provided to the public during that quarter
 - iv) Any other information deemed pertinent by the LEDO
 - v) Any other information required by the City
 - c) Using a method prescribed by the City, the LEDO will be required to provide an annual presentation at a public meeting which includes, but is not limited to, the following:
 - i) Jobs Attracted and Wages
 - ii) New Capital Investment
 - iii) New Revenue to the City (e.g. building permits, business licensing fees, etc.)
 - iv) An analysis of the work needed to be accomplished in the next year in order to continue progress toward stated goals, including the jobs goal
 - v) Any other information deemed pertinent by the LEDO
 - vi) Any other information required by the City
 - d) Depending upon the areas identified in the final scope of work, additional performance measures and reporting requirement may be required.

4. SUBMITTAL INSTRUCTIONS AND TIMELINE

Monday, August 31, 2020

Request for Qualifications released to the public

Wednesday, September 9, 2020 at 2 pm PDT

Mandatory Pre-Submittal Video Conference for all applicants. Missing the video conference automatically disqualifies an applicant from submitting an RFQ.

Login Information: meet.google.com/pbc-vqsd-kku

Tuesday, September 15, 2020

Answers to all questions asked during the video conference or received via email will be distributed to all parties.

Monday, September 28, 2020 at 12 pm PDT

Deadline for submissions. All responses should be submitted electronically in PDF format and signed by the individual(s) legally authorized to bind the applicant. Paper copies will not be accepted.

Submittals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFQ. Emphasis should be concentrated on conformance to the RFQ instructions, responsiveness to the RFQ requirements, and on completeness and clarity of content. If complete responses cannot be provided without referencing supporting documentation, such documentation must be provided with the submittal and specific references made to the tab, page, section and/or paragraph where the supplemental information can be found.

Tuesday, September 29, 2020 through Tuesday, October 13, 2020

Evaluation period and interviews. During this two-week period, reviewers will examine the submittals and interview qualified applicants. As part of the interview process, applicants will have a chance to present information about their organization and their plans.

Wednesday, October 14, 2020

At the end of the evaluation period, a decision will be made regarding next steps. Those could include, but are not limited to, releasing an RFP or negotiating a contract with an applicant. Applicants will be notified of their status and next steps.

For purposes of addressing questions about this RFQ and for final submittal, the sole contact will be

Aaron Baker, City Manager

Phone: 702.346.5295

Email: abaker@MesquiteNV.gov

4. **SUBMITTAL EVALUATION**

- A. Submittals shall be consistently evaluated based upon the following criteria:
- Organizational qualifications to perform the services outlined in this RFQ
 - An appropriate depth and breadth of the economic development plan for Mesquite
 - Alignment with the City's Strategic Pillars and State Plan for Excellence in Economic Development
 - Demonstration of unique abilities that the LEDO possesses that would benefit Mesquite
 - Affirmative evidence of partner and stakeholder support and collaboration
 - Understanding of Mesquite and the region
 - Demonstrated financial commitment from public and private sector partners

Submittals shall be kept confidential until a contract is awarded.

- B. The City may contact any LEDO to clarify any response; contact any current users of a LEDO's services; solicit information from any available source concerning any aspect of a submittal; and seek and review any other information deemed pertinent to the evaluation process.
- C. Each LEDO must include in its submittal a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves the LEDO or in which the LEDO has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify any submittal. The City reserves the right to reject any submittal based upon the LEDO's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.
- D. Clarification discussions may, at the City's sole option, be conducted with LEDOs that provide submittals determined to be acceptable and competitive. LEDOs shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of submittals. Such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final submittals. In conducting discussions, there shall be no disclosure of any information derived from submittals submitted by competing LEDOs.

5. **TERMS, CONDITIONS AND EXCEPTIONS**

- A. The City reserves the right to alter, amend, or modify any provisions of this RFQ, or to withdraw this RFQ, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the City to do so.
- B. The City reserves the right to waive informalities and minor irregularities in submittals received.
- C. The City reserves the right to reject any or all submittals received prior to contract award.
- D. Any irregularities or lack of clarity in the RFQ should be brought to the City's attention as soon as possible so that corrective addenda may be furnished to prospective LEDOs.
- E. Alterations, modifications or variations to a submittal may not be considered unless authorized by the RFQ or by addendum or amendment.
- F. Submittals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.
- G. Submittals may be withdrawn by written notice received prior to the submittal deadline.
- H. The City is not liable for any costs incurred by LEDOs prior to entering into a formal contract. Costs of developing the submittals or any other such expenses incurred by the LEDO in responding to the RFQ, are entirely the responsibility of the LEDO, and shall not be reimbursed in any manner by the City.
- I. All submittals submitted become the property of the City. A copy of each submittal shall be retained for official files and will become public record after the award of a contract.
- J. A submittal provided in response to this RFQ must identify any subcontractors and outline the contractual relationship between the awarded LEDO and each subcontractor. An official of each proposed subcontractor must sign, and include as part of the submittal submitted in response to this RFQ, a statement to the effect that the subcontractor has read and will agree to abide by the awarded LEDO's obligations.
- K. If a contract is awarded as a result of this RFQ, the awarded LEDO will be the sole point of contract responsibility. The City will look solely to the awarded LEDO for the performance of all contractual obligations which may result from an award based on this RFQ, and the awarded LEDO shall not be relieved for the non-performance of any or all subcontractors.

- L. Each LEDO must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFQ. Any such relationship that might be perceived or represented as a conflict should be disclosed. By submitting a response to this RFQ, LEDOs affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to an elected official, public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a LEDO's submittal. An award will not be made where a conflict of interest exists. The City will determine whether a conflict of interest exists and whether it may reflect negatively on the City's selection of a LEDO. The City reserves the right to disqualify any LEDO on the grounds of actual or apparent conflict of interest.
- M. The City will not be liable for Federal, State, or Local taxes or fees.
- N. If a contract is awarded as a result of this RFQ, the City reserves the right to negotiate final contract terms with any LEDO selected. The contract between the parties will consist of the RFQ, the awarded LEDO's submittal, together with any modifications and clarifications thereto that are submitted at the request of the City during the evaluation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFQ, any modifications and clarifications to the awarded LEDO's submittal, and the awarded LEDO's submittal. Specific exceptions to this general rule may be noted in the final executed contract.
- O. LEDO understands and acknowledges that the representations above are material and important and will be relied on by the City in evaluation of the submittal. Any LEDO misrepresentation shall be treated as fraudulent concealment from the City of the true facts relating to the submittal.
- P. No announcement concerning the award of a contract as a result of this RFQ can be made without the prior written approval of the City.

ATTACHMENT A

RDA INFORMATION

Provide all requested information in the space next to each numbered question (type or print responses).

Entity Name	
-------------	--

Street Address	
----------------	--

City, State, ZIP	
------------------	--

Telephone Number		
Area Code:	Number:	Extension:

<i>Contact Person for Questions including address if different than above</i>	
Name:	
Title:	
Address:	
Email Address:	
Phone Number:	

<i>Name of Individual Authorized to Bind the Organization</i>	
Name:	Title:

<i>Signature of Individual Authorized to Bind the Organization</i>	
I have read, understand, and agree to all terms and conditions herein. Signature:	Date:

ATTACHMENT B



Mesquite's Vision

Mesquite 2030:
Nevada's most dynamic, diversified and neighborly community

Mesquite's Values



Integrity
We keep our word and own our actions.



Trustworthy
You can count on us.



Compassionate
We care.

Mesquite's Strategic Pillars

To achieve our 2030 Vision, in the next 12 – 24 months, we will focus on and achieve excellence in four Strategic Pillars:



Increase housing inventory to meet the needs of our expanding workforce.



Expand recreational and sports tourism offerings to grow and diversify our economy.



Invigorate development of a vibrant downtown area.



Create new and enrich existing pipelines to create a prepared workforce.

Two additional items:

- 1** Evaluate organizational structure for economic development.
- 2** Develop financial policies and procedures that provide a solid long-term foundation.

Adopted by the City Council: Feb 25, 2020



890 Pinnacle Court, 7A
Mesquite, NV 89027
(888)207-2588



Economic Development Services RFQ

Prepared for: City of Mesquite, NV
Prepared by: Cody Law, CEO
September 15, 2020



ORGANIZATIONAL BACKGROUND

a) Organization Type

A Nevada private for-profit S-Corp entity

b) Location(s)

Main Office
840 Pinnacle Court, 7A,
Mesquite, NV 89027

Utah Office
894 E 700 South
Springville, UT 84663

c) Organizational Structure

Advisory Board Members as needed with specific projects

Current Employees: 8 (Other department expansions are bringing in more employees)

Does your entity have bylaws? No

Nevada License Number: NV20071396006

Do you file any forms with the IRS: 940 & 941

Federal tax ID: 26-1614152

Dun and Bradstreet Number (DUNS): 117668200

d) Location(s) from which employees will be assigned

Mesquite Office & Utah Office

e) Name, address and telephone number of the LEDO's point of contact regarding this RFQ

Cody Law
840 Pinnacle Court, 7A
Mesquite, NV 89027
office: (888)207-2588
cell: (702)994-7675
claw@citywidegolfsolutions.com

f) Disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending which involves the LEDO or in which the LEDO has been judged guilty or liable. **NONE**

ORGANIZATION QUALIFICATIONS

- a) Organization background/history in economic development, why LEDO is qualified to provide the services described in this RFQ and briefly describe your organizational capacity necessary to carry out the plan for economic development.

Citywide has been a well established marketing/growth company since its inception in 2007 with ties to its original company, Golf Mesquite Nevada that began in 2000. Citywide has been sought out by other government entities because its success in marketing Mesquite as a destination.

As an established company we already have an inbound marketing staff and a network of economic development consultants that we have worked with during past projects. Along with our team, we will seek out other experts to help recruit the right businesses and developers to achieve mutually agreed upon goals.

- b) Length of time and description of services LEDO has been providing to the public and/or private sector.

2006-Current: Golf Mesquite Nevada

2011-2013: Mesquite Economic Development Commission & Chamber Development Committee

2008-2015: Heber Valley Economic Development

2015-2020: Las Vegas Summerlin Home Owner's Association

2017-2019: Utah County Economic Development Committee

- c) Resumes for key staff to be responsible for performance of any contract resulting from this RFQ
(Towards the end of RFQ)

- 4) Describe the population, key demographics and Mesquite's top three or four economic drivers.

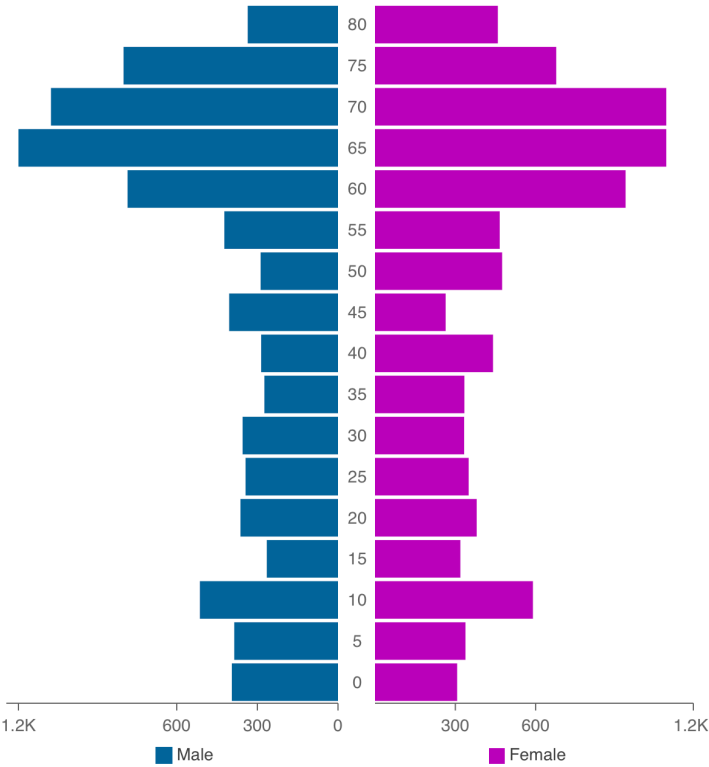
Mesquite Nevada Population: **20,131** based on projections from the US Census estimates. Last official census was 2010 with a population of **15,276**. Supporting Documentation: U.S. Census and www.worldpopulationreview.com

Key Demographics

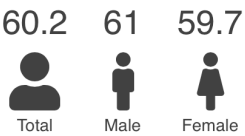
Mesquite Population by Age

Show Source

Mesquite Population Pyramid 2020



Mesquite Median Age



Mesquite Adults

There are 14,985 adults, (7,290 of whom are seniors) in Mesquite.

Mesquite Age Dependency

132.7 Age Dependency Ratio

94.7 Old Age Dependency Ratio

37.9 Child Dependency Ratio

Mesquite Sex Ratio

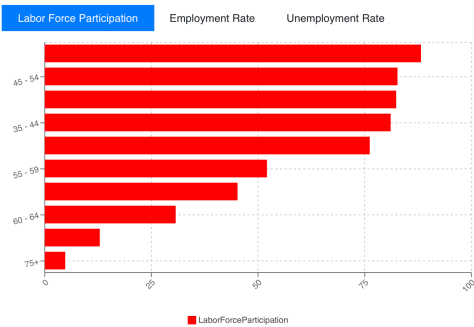
Female 9,111 50.89%

Male 8,793 49.11%

Mesquite Employment by Age

Show Source

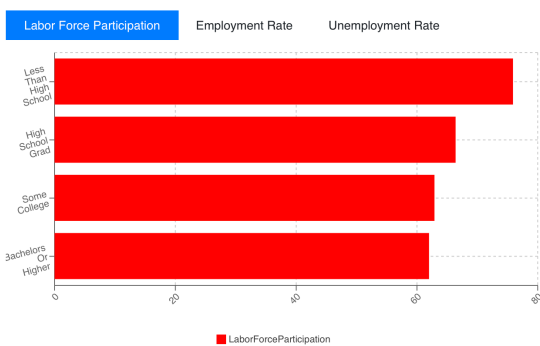
Mesquite Employment by Education



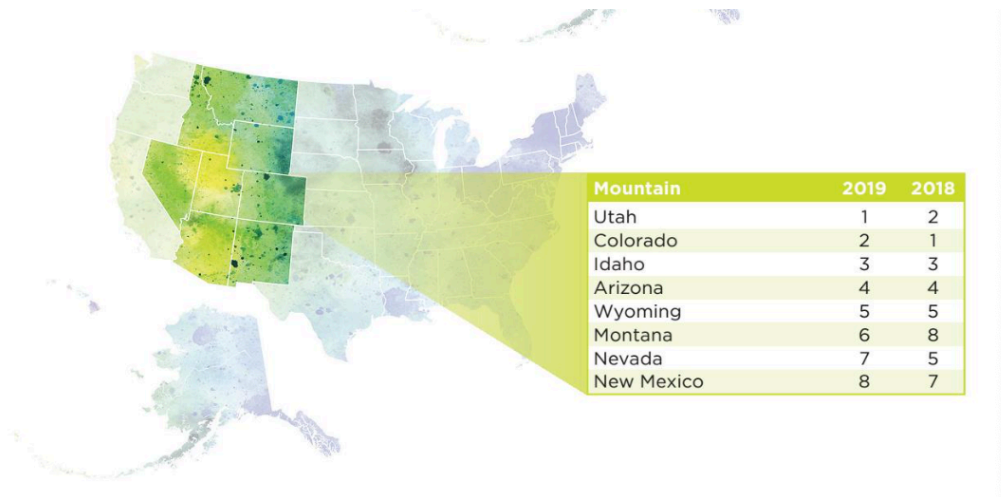
38.9% Labor Force Participation

35.9% Employment Rate

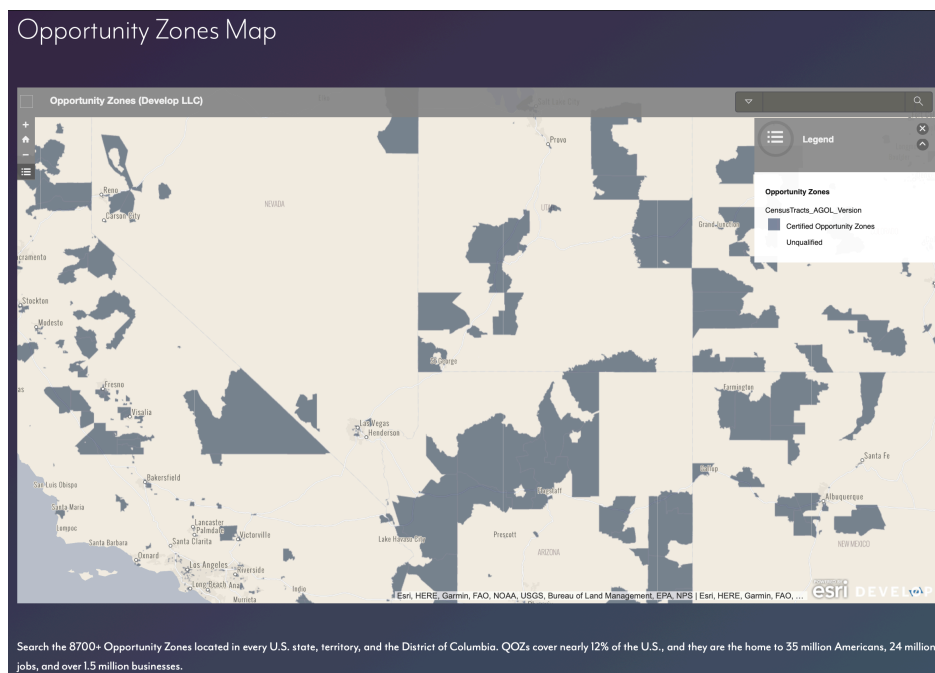
7.6% Unemployment Rate



SNAPSHOT OF WORKFORCE DEVELOPMENT IN OUR REGION (siteselection.com)



SNAPSHOT OF CURRENT OPPORTUNITY ZONES FOR GROWTH (GOED)



Top Economic Drivers

Current

Health Care: Hospital, Home Health, Physical Therapy, Family Practice, Specialists, etc

Tourism: Gaming, Hotels, Golf, Team sports, Outdoors, and National Parks

Government: City of Mesquite is one of the largest employers

Housing: Developers (construction) & Real Estate

Future

Shipping/Logistics

Manufacturing

Technology

StartUps/Entrepreneur

ECONOMIC DEVELOPMENT PLAN

Objective

The City of Mesquite has seen tremendous economic development success over the past 15 years. Mesquite, in particular, has played a major role in fueling that success by coordinating its efforts with the gaming/golf/tourism and retirement communities and has concurrently experienced tremendous economic development growth. Effective relationships have been formed, and exciting things have happened in the city because of those existing relationships. These relationships must be maintained at the highest level to help them flourish.

The city has had an economic development contract in place for a few years and saw significant growth during that time. The initial objective of those contracts were to bring infrastructure and economic development cohesiveness within the city, and to compete more effectively with other areas. This activity has set a solid economic development foundation. However, we believe that several improvements can be added which will help city leadership more effectively support, manage, and drive the economic development goals and objectives set forth in this proposal.

New and unique services offered by Citywide Golf will assist city leadership to:

- Gain greater knowledge and understanding of economic development activities within the city, which will enable them to be better positioned to affect change and improvements
- Be better connected to economic development deal flow and deal maker relationships (**New Business**)
- Maximize critical economic development resource relationships within and outside of the city (**Retention**)
- Exceed current expectations

-
- Better align and prepare the City to respond to business recruitment and retention opportunities (***Increase Labor Pool***)
 - Establish relationships with higher education institutions about current and upcoming opportunities for students looking to enter the workforce
 - Work with local and outside developers to help expand appropriate housing developments to support growth. Start the process of entering negotiations within the site selectors network
 - Establish the main regions of the city that we would like to see growth and determine what types of industries we will be able to attract

Goals

Citywide Consulting proposes to continue the momentum that has been created by previous economic development services, but to also provide a higher focus on areas that are primed for growth:

1. Business logistics growth between Exit 188 & 120

- Aggressively network with site selectors within desired industries
- Focus on hosting fam trips that better acquaint site selectors with city officials and possible incentives for relocation/expansion

2. Affordable housing to handle labor growth

3. Enhance relationships with local, regional, and state sponsored economic development agencies

Project Outline

Statement of work to fulfill City Objectives/Goals

1. Appoint dedicated team to the Contract

- Housed in Citywide office; reports to the Citywide CEO and City Council
- Readily available to City Council by request
- Coordinate projects and deal flows
- Engage outside consulting services as needed

2. Facilitate intelligence gathering meetings with local public and private business experts

- Coordinate Economic Development Plan with city
- Analyze target opportunities as goals may change
- Assist in organizing and addressing current and potential economic development barriers

3. Provide feedback on current City marketing and support materials

- Create action plan to improve marketing and support materials for target markets.
- Ensure marketing and messaging materials are coordinated with city ***AND INCLUDE COORDINATION WITH SPORTS & LEISURE MARKETING.*** (Those events bring in future growth prospects)

-
- Provide all creative marketing services for economic development, marketing materials, and advertising publications. Such as *Site Selection Magazine*, etc.

4. Organize current city benefits and programs to strengthen corporate recruitment/retention, and recommend new programs to increase competitiveness within the state and nationally

- Ensure all county, state, and national programs are fully integrated into the city recruitment process.
- Leverage all available programs/networks such as: INTERNATIONAL ECONOMIC DEVELOPMENT COUNCIL (IEDC), LAS VEGAS GLOBAL ECONOMIC ALLIANCE (LVGEA), NEVADA GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT (GOED), Chambers, and any other relationships that may be appropriate

5. Build recruitment & site selector strategy

- Prepare City leadership for recruitment activities to ensure message consistency and effectiveness (to include training for site visits)
- Utilize **site selectors** database to determine what businesses are right for economic growth in Mesquite
- Coordinate connection to local brokerage and developers to maximize results
- Build custom, targeted programs to promote business attraction and retention

REFERENCES

Dallin Koecher
Heber Valley Economic Development & Chamber of Commerce CEO
(435)654-3666 ext 13
dallin@gohebertvalley.com

Greg Graves
Utah County Commissioner 2016-2020
(801)358-2201
greggraves.official@gmail.com



Utah County Commission

Greg Graves

100 East Center Street
Suite 2300
Provo, UT. 84606

801-851-8136
Fax 801-851-8146
gregg@utahcounty.gov

September 14, 2020

To Whom It May Concern:

I am writing a letter of recommendation for Cody Law (Citywide Golf) in regards to his interest in providing economic development services for the City of Mesquite.

I have known Cody for over four years. I spent 2017-2019 working with Cody during my time as a Utah County Commissioner. We hired Cody to serve as the Utah County Public Information Officer. I was impressed with his level of knowledge concerning how to brand a community, maintain positive working relationships in all environments, and the professional network he brought with him.

More specifically, Cody spent the majority of his time assigned to the Utah County Economic Development committee as well as the Utah County Tourism Tax Advisory Board. During his time on these committees, the county saw tremendous growth regarding job retention, attracting new businesses, and new housing developments.

I would recommend Cody and his team at Citywide Golf to anyone needing expertise in Economic Development.

Respectfully,

Greg Graves

Cody Law



894 E 700 S ● Springville, UT 84663 ● Phone: 702-994-7675 ● E-Mail: claw@citywidegolfsolutions.com

Experience

Citywide Golf INC.

President/CEO

2006-Current

- Manage 4-12 full/part-time employees
- Manage full capability stay and play call center
- Manage websites and online booking engines for clients
- Manage relationships between courses and hotels
- Manage relationships between destinations and media outlets
- Responsible for budget/marketing management for participating clients
- Provide marketing consultations for golf destinations and stand alone courses
- Provide a one stop shop stay and play service for destinations and stand alone courses
- Provide PR/Media Relations with clients
- Identify future clients, establish target markets, & execute plans with detailed ROI reports

Golf Mesquite Nevada LLC

CEO

2006-Current

- Budget and manage a \$500,000 to \$1.5 million extensive marketing plan on an international scale
 - Work closely with an Advisory Board of Directors to come up with the yearly marketing plan to drive more traffic to the destination
 - Generate monthly and quarterly reports to all properties
 - Responsible for all revenues and accounting for a \$2,000,000 a year company
 - Liaison for all other outside golf wholesalers and provide accounting services
 - Provide marketing, bookings, and accounting for local golf pass program
 - Liaison with LVCVA & R&R Partners to coordinate marketing efforts and **grants**
-

Utah County Commission	Public Information Officer	2018-2019
-------------------------------	-----------------------------------	------------------

- Manage all media relationships for department directors and Commissioners
- Tourism Tax Advisory Board Member
- Economic Development Committee Member

Utah Golf Expo	Co-Owner/Operator	2015-Current
-----------------------	--------------------------	---------------------

- Marketing for golf trade show in SLC and Utah County area
- Solicit sponsors and vendors
- Generate over 6,000 spectators for a two day event
- Form partnerships with local media

Falcon Ridge Golf Course	Outside Services Manager	2004-2006
---------------------------------	---------------------------------	------------------

- Managed tee-times for customers
- Managed golf shop
- Managed Outside Services employees
- Golf shop inventory management

Education, Memberships, & Certifications

International Network of Golf Advisory Board Member	2010-Current
---	---------------------

Mesquite Nevada Chamber of Commerce Marketing/PR Committee Member	2011-2012
---	------------------

Mesquite Economic Development Commission Committee Member	2011-2013
---	------------------

University of Nevada Las Vegas Bachelor of Science in Business Administration Finance	2003-2006
---	------------------

The Church of Jesus Christ of Latter-Day Saints 2 Year Full-Time Missionary in Guatemala, Fluent in Spanish	2000-2002
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Clients (Current/Past)

The Ranches Golf Club

Golf Mesquite Nevada

Courses

CasaBlanca Golf Course
Coral Canyon Golf Course
Conestoga Golf Course
Coyote Springs Golf Course
Entrada Golf Club
Falcon Ridge Golf Course
Ledges Golf Club
Oasis Canyons Golf Course
Oasis Palmer Golf Course
Sand Hollow Golf Course
Wolf Creek Golf Course
Coyote Willows Golf Course

Hotels

CasaBlanca Resort
Eureka Casino Resort
Highland Estates Resort
Oasis Resort
Premier Properties Vacation Rentals
Rising Star Ranch Resort (Coming Soon)
Virgin River Casino Resort

Golf St George Now

Courses

Coral Canyon Golf Course
Green Springs Golf Course
Sand Hollow Golf Course
Sky Mountain Golf Course
Southgate Golf Course
SunRiver Golf Course
Sunbrook Golf Course
Copper Rock Golf Course

Hotels

Courtyard Marriott
Fairfield Inn Marriott
Hampton Inn
Hilton Garden Inn
Holiday Inn Express & Suites
TownePlace Suites Marriott
Coral Springs Resort

Golf Heber Valley

Courses

Crater Springs Golf Course
Soldier Hollow Gold Course
Soldier Hollow Silver Course

Hotels

Holiday Inn Express
Homestead Resort
Zermatt Resort

Wasatch Lakes Golf Course
Wasatch Mountain Golf Course

Destination Consultations

PlayGolfAlberta.com
PlayGolfBC.com
RedRockGolfTrail.com
GolfHeberValley.com
GolfintheNW.com
SouthernNevadaGolf.com
GolfSummerlin.com
Utah County Golf

References & Special Projects

By request.

Signed



Cody Law
Citywide Golf CEO



MESQUITE REGION

ECONOMIC DEVELOPMENT

11 West Pioneer Boulevard, Suite A • Mesquite, NV 89027 • (702) 344-5500 • ChooseMesquite.com

September 22, 2020

Mr. Aaron Baker
City Manager
City of Mesquite
10 E. mesquite Blvd,
Mesquite, Nv 89027

Aaron Baker,

I am pleased to respond to the City of Mesquite RFQ and have assembled the following packet that covers all of the requested information. In addition to the information provided I am available to answer any questions and elaborate on our organization's qualifications and successes.

As an organization we take pride in our partnerships and the relationships we have built and look forward to the opportunity to continue working with the City of Mesquite, and all of our partners throughout Nevada.

Sincerely,

Colton Teerlink
President & CEO
Mesquite Region Economic Development

September 17, 2020

Mr. Colton Teerlink
President/CEO
Mesquite Region Economic Development
11 W. Pioneer Blvd Ste A
Mesquite, Nv 89027

Dear Mr. Teerlink,

I am pleased to submit this letter of support for Mesquite Region Economic Development (MRED). The Nevada Governor's Office of Economic Development's (GOED) Business Development Team has worked with MRED for a number of years and has been impressed with the organization's commitment to economic development, diversification, and growth in the Mesquite Region. I am aware of the expansive suite of services MRED provides, to existing and potential business, in the form of workforce and logistics, construction, real estate and more.

I am also aware MRED is extremely engaged with the wider Regional Development Authority (RDA) network in Southern Nevada and works closely with this group to develop economic, workforce, and community development strategies.

Additionally, I note MRED's work, to highlight and promote the Mesquite Region, at events such as the annual State of Economic Development Event.

I would like to take this opportunity to thank MRED for its ongoing efforts to enhance the economic prosperity of the Mesquite Nevada region.

Yours sincerely,

A handwritten signature in blue ink, appearing to read 'M. Brown', followed by a horizontal line.

Michael Brown
Executive Director
Nevada Governor's Office of Economic Development



September 22, 2020

To whom it may concern,

I'm writing to express my support for Mesquite Region Economic Development (MRED).

Our team at the Las Vegas Global Economic Alliance has worked with MRED since 2012 and worked with President and CEO Colton Teerlink for the past two year. Colton, MRED Board members, and the team have been thoughtful, active, and insightful partners that have represented the Mesquite region well.

I'm continually impressed by the opportunities available in Mesquite and the professional services provided by MRED. With that in mind, I believe MRED is well positioned to continue providing economic development services in the Mesquite region.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jonas Peterson".

Jonas Peterson
President & CEO

+ 1 (702) 791-0000

lvgea.org | info@lvgea.org

6720 Via Austi Pkwy Ste 330 Las Vegas NV 89119

September 17, 2020

Dear City of Mesquite:

Please accept this letter of support regarding the Mesquite Region Economic Development (MRED) agency submitting an RFQ for economic development services for the City of Mesquite. The College of Southern Nevada's Division of Workforce & Economic Development's has been engaged with the MRED to develop and implement a strategic workforce development plan that meets the industry needs and demands of local employers.

As noted in the Mesquite Region Economic Development 2020 Strategic Plan, Objective number three (3) states, "Workforce Development & Attraction." Four (4) of the five (5) Strategies for Objective 3 include the following:

- Educate businesses on the advantages of offering employee certification training with our partners at CSN and the Division of Workforce and Economic Development;
- Promote individuals to further their training and education by obtaining certificates of completion in over 100 offerings with our partners in the Division of Workforce and Economic Development at the CSN;
- Work as a team player with Mesquite Works, CSN, and the One Stop, on implementing programs to develop the necessary skills employers need; and
- Work with CSN to grow the number of Mesquite high school students graduating with an associate's degree.

Furthermore, Success Measures include:

- Number of new jobs;
- Growth of higher education class offerings at Mesquite's local CSN office;
- Development of additional industry training programs;
- Offerings of industry recognized credentials/certificates; and
- Offerings of professional certifications.

Accordingly, this collaborative partnership between MRED and CSN, amongst other partners, will provide workforce development trainings consequently leading to economic vitality for the City of Mesquite.

Sincerely,



Ricardo Villalobos, Ph.D.
Executive Director
College of Southern Nevada Division of Workforce & Economic Development

RESPONSE CONTENTS

Responses to this RFQ must be based on objectives, strategies and actions that can reasonably be accomplished over the term of the contract. The responses should also align with the state's plan for economic development published by GOED and the City's strategic pillars.

- 1) **See Attachment A**
- 2) Organization Background Information
 - a) Organization Type
Nonprofit 501C-6
 - b) Location(s) of offices and location of the office that will provide the services described in this RFQ
11 W. Pioneer Blvd Suite A, Mesquite, Nevada 89027
 - c) Organizational Structure
 - i) Do you have a board of directors? If so, please provide a list.
Ty Wakefield
Riley Frei
Brenda Snell
Robert Fuller
Josh Tietjen
Rick Christensen
Lori Helms
Also See Attachment E
 - ii) Number of employees
3
 - iii) Does your entity have bylaws? If so, please provide.
See Attachment B
 - iv) Are you registered with the Nevada Secretary of State's Office? If so, please provide number (Nevada Business License, etc.)
20200878172
 - v) Federal tax ID
5591891
 - d) Location(s) from which employees will be assigned.
Mesquite, Nevada

- e) Name, address and telephone number of the LEDO's point of contact regarding this RFQ

**Colton Teerlink
11 W. Pioneer Blvd Suite A,
Mesquite, Nevada 89027
702-704-4510**

- f) Disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending which involves the LEDO or in which the LEDO has been judged guilty or liable.

None

3) Organization Qualifications

- a) Organization background/history in economic development, why LEDO is qualified to provide the services described in this RFQ and briefly describe your organizational capacity necessary to carry out the plan for economic development.

Mesquite Region Economic Development is an organization specifically created and designed to fulfill economic development services for the City of Mesquite. MRED is qualified to provide the services in this RFQ based on the 8 years of success in business development, recruitment, retention and expansion, workforce development, and community development. MRED has brought the City of Mesquite largest business-based revenue source, as well as new life into the largest vacant building in Mesquite through its business retention and expansion efforts. MRED has the capacity necessary to carry out plans for economic development as it is the organization's sole responsibility.

- b) Length of time and description of services LEDO has been providing to the public and/or private sector.

Mesquite Region Economic Development has been the designated economic development organization for the City of Mesquite since 2012.

- c) Resumes for key staff to be responsible for performance of any contract resulting from this RFQ.
See Attachment C

4) Describe the population, key demographics and Mesquite's top three or four economic drivers.

- a) Please provide supporting documentation

See Attachment D

Mesquite has a population of about 25,000 with an uptick in the cooler months with snowbirds, Mesquite's population is largely retirees. Mesquite's top economic drivers are Services, Retail, Tourism, and Construction industries. A major hindrance to economic growth in Mesquite is Mesquite's labor pool. One of the challenges to increasing the labor pool is affordable housing.

- 5) Identify and describe a basic three-year plan for creating jobs in the region that is linked to the State Plan for Economic Development. Such a plan must identify strategies and goals for:

See Attachment E

- 6) Identify and describe a plan to work regularly in concert with regional and local governmental leadership and economic development staff, workforce development organizations, affordable housing organizations, and other key groups

See Attachment E

- 7) Describe your organization's interaction with State of Nevada economic development programs
Mesquite Region Economic Development works closely with GOED as well as other EDO's
See Attached Letters of Support

- 8) Provide references, partner identification, or indications of community support from similar work performed for private, local and/or other government clients within the last three years.

See Attached Letters of Support

- 9) Provide any documentation regarding financial commitments from other public and private sector partners.

None

- 10) Applicants are requested to not provide a cost proposal with the RFQ. The City will select the LEDO, then subsequently negotiate both scope of work and cost as part of the contracting and negotiation process.**

ATTACHMENT A

RDA INFORMATION

Provide all requested information in the space next to each numbered question (type or print responses).

Entity Name	Mesquite Region Economic Development
-------------	--------------------------------------

Street Address	11 W. Pioneer Blvd Suite A
----------------	----------------------------

City, State, ZIP	Mesquite, Nevada 89027
------------------	------------------------

Telephone Number		
Area Code:	Number: 702-344-5500	Extension:

<i>Contact Person for Questions including address if different than above</i>		
Name: Colton Teerlink		
Title: President & CEO		
Address: 11 W. Pioneer Blvd Suite A Mesquite, Nevada 89027		
Email Address:		
Phone Number: 702-704-4510		

<i>Name of Individual Authorized to Bind the Organization</i>	
Name: Colton Teerlink	Title: President & CEO

<i>Signature of Individual Authorized to Bind the Organization</i>	
I have read, understand, and agree to all terms and conditions herein. Signature: <i>Colton Teerlink</i>	Date: 9/14/20



MESQUITE REGION

ECONOMIC DEVELOPMENT

11 West Pioneer Boulevard, Suite A, Mesquite, NV 89027 • (702) 344-5500 • www.CHOOSEMESQUITE.COM

MESQUITE REGION ECONOMIC DEVELOPMENT, INC.

BYLAWS

ARTICLE 1. NAME AND LOCATION

SECTION 1. The name of this Corporation shall be Mesquite Region Economic Development, Inc. The principal office of this Corporation, at which the general business of the Corporation shall be transacted and where the records of this Corporation shall be kept, shall be at such place in the state of Nevada as shall be fixed from time to time by duly adopted resolutions of the Board of Directors.

SECTION 2. The registered office and registered agent may be changed as deemed necessary by the Board of Directors.

ARTICLE 2. PURPOSE

SECTION 1. The purpose of the Corporation shall be to engage in any lawful activities, none of which are for profit, for which corporations may be organized under Section 501 (c) (6) of the Internal Revenue Code. The Corporation's primary purpose is to enhance the business climate of Mesquite, NV and the surrounding region by leading the economic development and diversification of the area's economy through marketing, targeted recruitment, business expansion, completion of strategic projects and the formation of effective public/private organizations whose mission is related, and undertake research and studies required to further its mission.

ARTICLE 3. POWERS

SECTION 1. The Board shall be responsible for the affairs of the Corporation and shall have all the powers and duties necessary for the administration of the Corporation's affairs.

SECTION 2. The Corporation 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 it

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will seek to recruit, the programs it may decide to implement, the strategies, and methods for furthering economic development, and all other aspects of its operations and activities.

SECTION 3. The Corporation will seek out private sources of funding consistent with its 501 (c) (6) status.

SECTION 4. The Corporation may undertake fundraising, incur debt or obligations, and secure such debt or obligations through any lawful instrument, which is reasonable and appropriate to achieve the purposes of this Corporation. The Corporation may pursue all other lawful purposes for which nonprofit corporations may be incorporated under the laws of the state of Nevada, as they may be amended from time to time, and specifically, but not in limitation thereof, the entering into contracts; the acquiring, holding, leasing, buying, selling, managing and otherwise dealing with real and personal property in connection therewith. The Corporation's powers shall be exercised exclusively for charitable purposes.

ARTICLE 4. DIRECTORS

SECTION 1. The Board of Directors of this Corporation shall consist of no fewer than three (3) nor more than seven (7) persons. Each Director shall be elected by the Board of Directors to serve for a term of two (2) year, and each term shall expire in the year designated for expiration of that term. The terms of elected directors will be staggered so that no more than four (4) directors stand for election each year. Directors may appoint committees for special projects but said committee members will not have any voting rights.

SECTION 2. A Director may be removed without cause by a majority vote of the Directors then in office.

SECTION 3. The Board of Directors shall fill any vacancy occurring in the Board of Directors because of the death, resignation, or removal of a Director for the unexpired term of that Director's position.

SECTION 4. Sixty-days (60) prior to a Director's term expiration date, individual members of the Board of Directors shall be responsible for nominating a candidate representing the region's diverse interests and consistent with the "Board Member Job Description." A list of proposed candidates will be prepared listing each candidates' qualifications including their willingness to commit to the MRB mission and goals. The Board of Directors will select the new Director before the expiring Director's term is complete. The new Director's term shall begin at the next regular meeting of the Board of Directors with full voting privileges.

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ARTICLE 5. MEETINGS OF THE BOARD OF DIRECTORS

SECTION 1. The annual meeting of the Board of Directors shall be held each year at the time and place, within or without Mesquite, Nevada, as may be designated from time to time by the Board of Directors. If the Board of Directors do not fix a different time or place, such meeting shall be held on the second (2nd) Friday in June, at the registered office of the Corporation.

SECTION 2. The Board of Directors may establish regular meetings of the Board of Directors as determined prudent. Such meetings may be held without notice at the registered office of this Corporation or at such place as the Board of Directors may from time to time designate.

SECTION 3. At all meetings of the Board of Directors, each Director shall be entitled to cast one (1) vote on any question coming before the meeting. A majority of the Directors present at any meeting shall be sufficient to transact any business. A Director may not appoint a proxy for himself or herself or vote by proxy at a meeting of the Board of Directors.

SECTION 4. When a meeting of the Board of Directors is adjourned to another time or place, notice of the adjourned meeting need not be given other than by announcement at the meeting at which adjournment is taken.

SECTION 5. Any action that could be taken at a meeting of the Board of Directors may be taken without a meeting when authorized in writing signed by all of the Directors.

SECTION 6. A Director may participate in a meeting of the Board of Directors by any means of communication through which all persons so participating may simultaneously hear each other during the meeting. A conference among Directors by any means of communication through which the participants may simultaneously hear each other during the conference constitutes a meeting of the Board of Directors if the same notice is given of the conference as would be required for a meeting, and if the number of persons participating in the conference would be sufficient to constitute a quorum at the meeting.

SECTION 7. The Corporation shall adopt a Conflict of Interest Policy, a Confidentiality Policy, and a Whistleblower Protection Policy. Board members and staff shall execute the Conflict of Interest and Confidentiality Policies annually.

ARTICLE 6. OFFICERS

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SECTION 1. The officers of this Corporation shall be a Chair of the Board, a Vice Chair, a Secretary-Treasurer, and such other officers as the Board of Directors may from time to time designate. Officers shall be elected by the Board of Directors to serve until their respective successors are chosen. Any officer may at any time be removed by the Board of Directors with or without cause. The same person may hold any two (2) offices except the office of Chair.

SECTION 2. The Chair of the Board shall preside at all meetings of the Board of Directors. He or she shall have the specific powers conferred by these Bylaws and such further powers and duties as from time to time may be conferred upon or assigned to him or her by the Board of Directors.

SECTION 3. The Vice Chair of the Board shall perform the duties of the Chair in case of the latter's absence or disability.

SECTION 4. The Secretary-Treasurer shall cause all proceedings of the meetings of the Board of Directors to be recorded and retained in a safe place along with all books, correspondence, and papers relating to the business of this Corporation. In his or her capacity of Secretary-Treasurer, he or she shall also have custody of all the funds and securities of this Corporation and shall deposit the same in the name of this Corporation in a bank or banks to be designated by the Board of Directors. He or she shall cause full and accurate accounts of all receipts and disbursements to be kept in a safe place and to be open at all times to the inspection of the Board of Directors. He or she shall present to the Board of Directors at its annual meeting his or her financial report of the Corporation, subject to an independent review or audit.

SECTION 5. Any officer of this Corporation, in addition to the powers conferred upon him or her by these Bylaws shall have such additional powers and perform such additional duties as may be prescribed from time to time by the Board of Directors.

SECTION 6. The Board of Directors shall appoint a President who shall be the Chief Executive Officer of the Corporation. The President shall have general charge of the affairs of the Corporation under the direction of the Chair of the Board to employ employees, designate their titles, to discharge them and to direct their work. He or she shall have charge of all offices, files, and records and shall direct the publicity and general correspondence of the Corporation. He or she shall advise, recommend and assist in formulating policies for the Corporation, oversee the day-to-day operations and serve as an "at will" employee at the pleasure of the Board of Directors. The Board of Directors shall fix the compensation of the President.

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ARTICLE 7. DEPOSIT OF FUNDS

SECTION 1. All funds of this Corporation shall be deposited from time to time to the credit of this Corporation in such banks, trust companies or other depositories as the Board of Directors may approve or designate, and all such funds shall be withdrawn only in the manner or manners authorized by the Board of Directors from time to time.

ARTICLE 8. FISCAL YEAR

SECTION 1. Unless otherwise fixed by the Board of Directors, the fiscal year of this Corporation shall be June 30-July 1.

ARTICLE 9. CORPORATE SEAL

SECTION 1. This Corporation shall have no seal.

ARTICLE 10. AMENDMENTS

SECTION 1. The Board of Directors may amend, alter or repeal these Bylaws by the vote of a majority of the Directors in office at any meeting of the Board of Directors, provided that no amendment shall authorize the Board of Directors to conduct the affairs of the Corporation in any manner or for any purpose contrary to the provisions of Section 501 (c) (6) of the Internal Revenue Code or the corresponding provision of any subsequent Internal Revenue regulations so long as notice of the proposed alteration, amendment or repeal is contained in the notice of the meeting.

ARTICLE 11. INDEMNIFICATION

SECTION 1. The Corporation shall indemnify every trustee or officer or former trustee or officer of the Corporation, and any person who serves or has served at its request as a trustee or officer of another corporation in which the Corporation owns capital stock or of which the Corporation is a creditor, against expenses actually and reasonably incurred by him or her in connection with the defense of any action, suit or proceeding, civil, criminal, administrative or investigative, in which he or she is made a party by reason of being or having been such a trustee or officer, except in relation to matters as to which he

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or she shall be adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of duty to the Corporation, and otherwise to the full extent indemnification is permitted by applicable law. The foregoing right of indemnification shall not be exclusive of other rights to which he or she may be entitled.

ARTICLE 12. DISSOLUTION

SECTION 1. Upon dissolution of the organization, assets shall be distributed for one or more exempt purposes within the meaning of Section 501 (c) (6) of the Internal Revenue Code, or corresponding section of any future tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not disposed of shall be disposed of by the Court of Common pleas of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine are organized and operated exclusively for such purposes.

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COLTON TEERLINK

CONTACT

(702) 704-4510 

coltonteerlink@gmail.com 

804 Paiute St

Bunkerville, NV 89007 

linkedin.com /coltonteerlink 

PROFILE

I am MBA graduate with 6+ years of experience in business development and managing teams. Currently working as President/CEO of an economic development organization. I am effective communicator, a strong analytical problem solver, efficient, organized, and a natural leader. I am passionate about following through with ambitious goals and helping others achieve success.

EDUCATION

**MASTER OF BUSINESS
ADMINISTRATION**
Southern Utah University
2016-2017

BACHOLRS / BUSINESS
Dixie State University
2013-2015

ACHIEVEMENTS

**SCHOLARSHIP FOR
ACADEMICS**
Dixie State University

**250K IN DOOR-TO-DOOR
SALES IN A SUMMER**
2017

**SHOLARSHIP FOR
ACADEMICS**
Southern Utah University

EXPERIENCE

PRESIDENT/CEO

Mesquite Region Economic Development / Mesquite, NV /2018-Present

Mesquite Region Economic Development is the official economic organization for the Mesquite, NV Region.

- plan, organizes, and implement an economic development program
- Develop and maintain marketing and business attraction services in order to make known the benefits of establishing and conducting business in the Mesquite area.
- Serve as the primary local contact for public and private sector entities in matters relating to economic development.
- Initiate communications which increases our community leaders' awareness of the economic development programs being implemented.
- Establish and maintain an on-going and coordinated business retention/existing business program for economic base businesses.
- Initiate programs designed to promote the image and identity of the Mesquite area on a local, regional, national and international level.
- Serve as the primary recommending agency for programs and projects worthy of consideration and financial participation by the City.
- Brand and maintain a website and social media presence which fulfills the goals, objectives and activities of MRED.
- Initiate other programs and projects that, from time to time, are necessary and integral parts of an on-going economic development program.
- Perform duties associated with the handling of and working with representatives of prospective companies.



COLTON TEERLINK

SKILLS

MARKETING

DIRECT SALES

COMMUNICATION

NEGOTIATION

CONSTRUCTION

PUBLIC SPEAKING

COMPUTER LITERACY

SKILLS

Excel
Word
Illustrator
Photoshop

INTERESTS

Health and Fitness
Blockchain Technology
Outdoors

EXPERIENCE CONTINUED

SALES MANAGER

Evolve / Las Vegas, NV / 2013-2017

Evolve is a competitive pest control business that runs a door to door sales team in Nevada and Texas.

- Lead team in sales for 4 years.
- Increased Las Vegas Customer base by 55%.
- Trained new sales representatives.
- Organized and planned workdays.
- Managed online software, which included creating and updating customer accounts.

MANAGER

Camel Safari/ Bunkerville, NV /2015-2016

Camel Safari is a unique business one-hour North of Las Vegas Nevada that brings people in to experience camel rides through the desert, as well as other activities.

- Over saw farm development for a new start up business.
- Managed inventory of farm supplies, and care of exotic animals.
- Established ADA compliant facility and registration.
- Hired and managed farm crew.
- Managed recreational activities.
- Managed sales of large events and day to day tours.

REFERENCES



Nephi Julien

P: 702-274-0921

E: nephijulien@gmail.com



Dan Wright

P: 702-349-5017

E: dwright@bankofnevada.com



Wade Beatty

P: 435-632-1400

E: wadebeatty@gmail.com

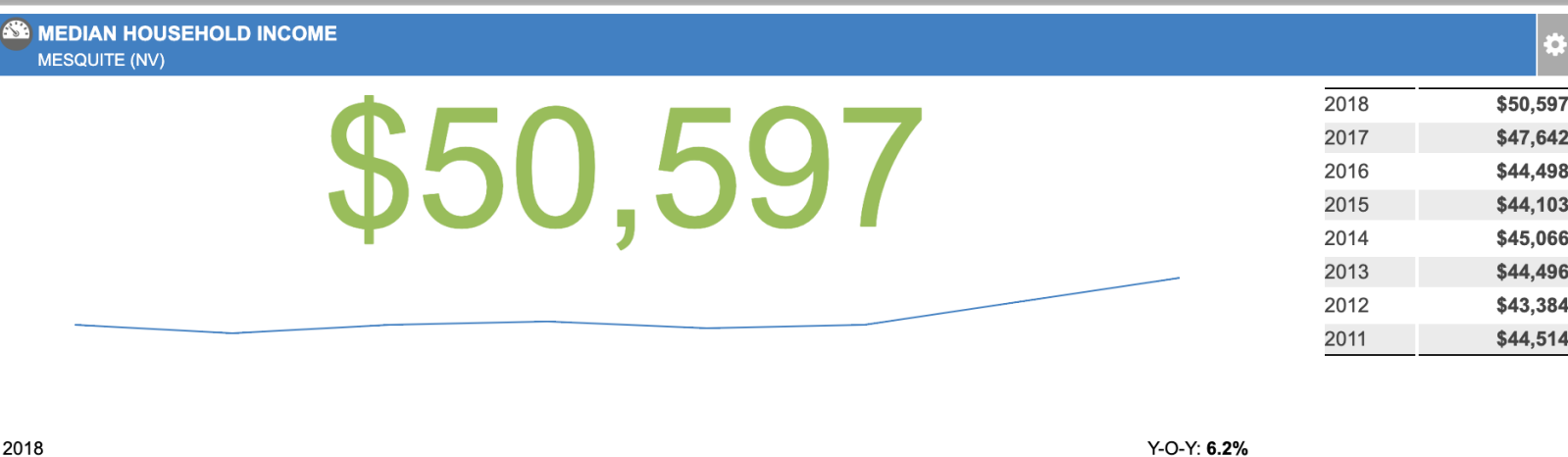
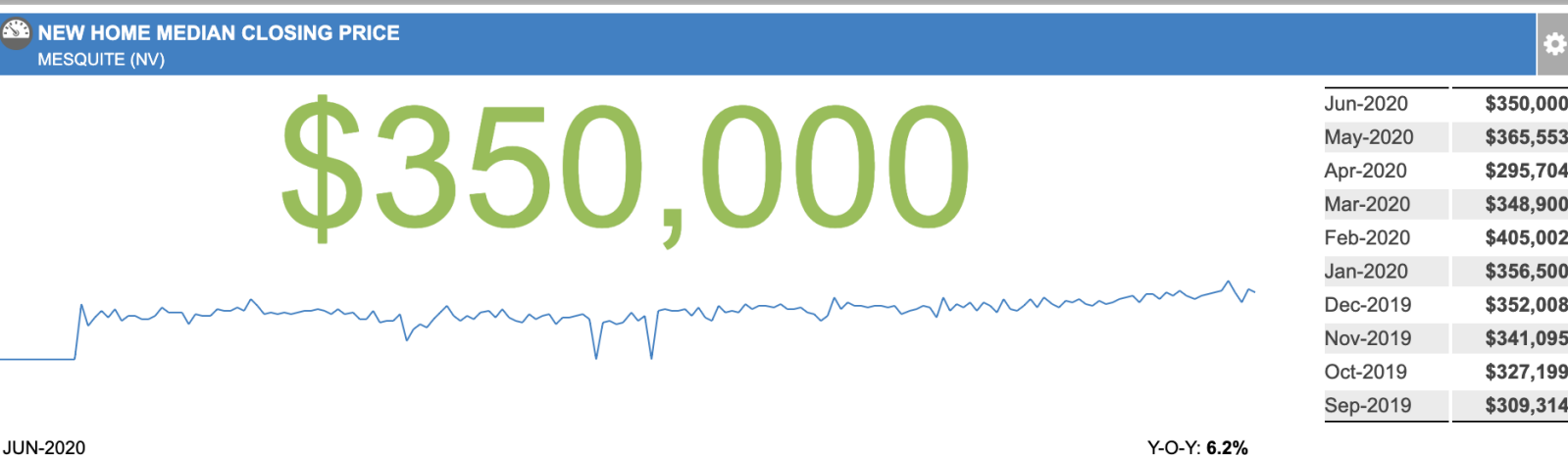
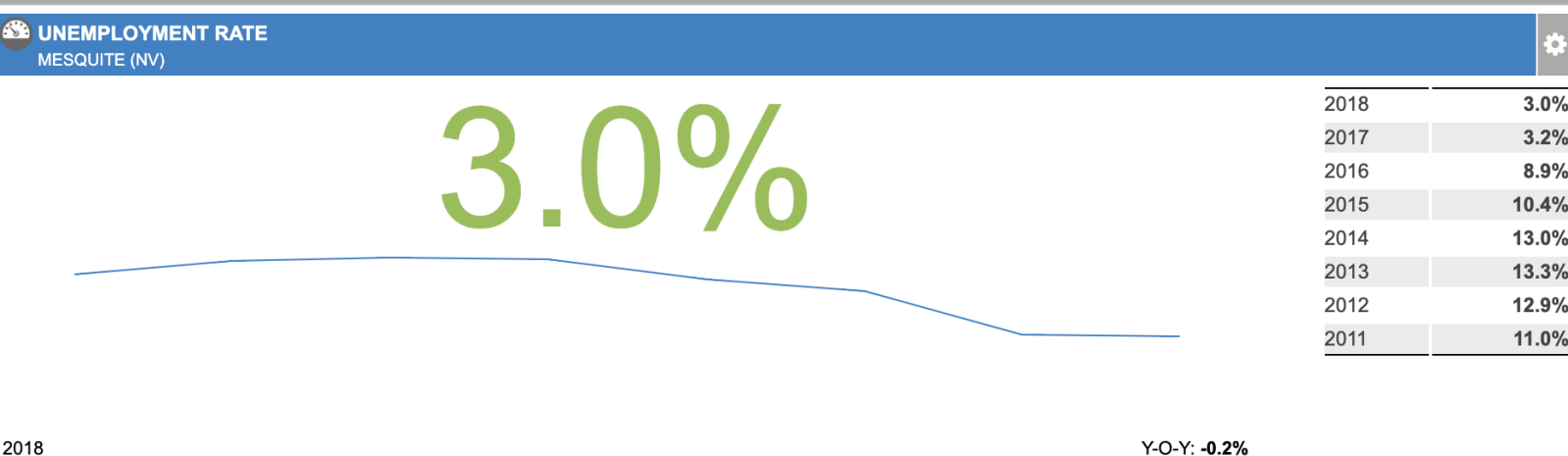
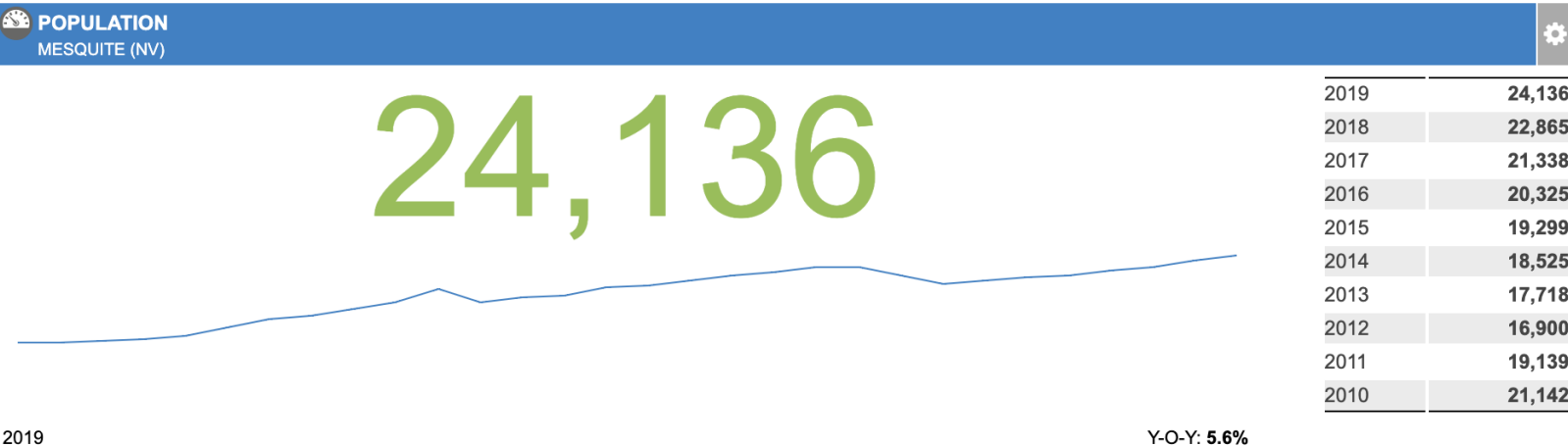


Dave Anderson

P: 702-525-1517

E: anderson@ldschurch.213

ATTACHMENT D





57,900



JUN-2020

Y-O-Y: -47.7%

Jun-2020	57,900
May-2020	6,100
Apr-2020	3,100
Mar-2020	46,500
Feb-2020	100,500
Jan-2020	96,900
Dec-2019	84,500
Nov-2019	104,700
Oct-2019	117,800
Sep-2019	92,000



29,347



JUN-2020

Y-O-Y: -5.1%

Jun-2020	29,347
May-2020	24,832
Apr-2020	15,306
Mar-2020	22,597
Feb-2020	25,685
Jan-2020	24,719
Dec-2019	26,876
Nov-2019	27,243
Oct-2019	29,370
Sep-2019	28,757



21



JUN-2020

Y-O-Y: 16.7%

Jun-2020	21
May-2020	21
Apr-2020	20
Mar-2020	23
Feb-2020	8
Jan-2020	17
Dec-2019	19
Nov-2019	18
Oct-2019	21
Sep-2019	12



62



JUN-2020

Y-O-Y: -3.1%

Jun-2020	62
May-2020	46
Apr-2020	54
Mar-2020	57
Feb-2020	65
Jan-2020	47
Dec-2019	54
Nov-2019	42
Oct-2019	68
Sep-2019	61

HOUSING VACANCY RATE
MESQUITE (NV)

6.5%

2019	6.5%
2018	20.0%
2017	21.4%
2016	23.8%
2015	25.9%
2014	28.6%
2013	30.0%
2012	30.7%

2019

Y-O-Y: -67.4%

HOTEL/MOTEL OCCUPANCY RATE
MESQUITE (NV)

61.5%

Jun-2020	61.5%
May-2020	0.0%
Apr-2020	0.0%
Mar-2020	44.2%
Feb-2020	77.5%
Jan-2020	69.9%
Dec-2019	58.8%
Nov-2019	75.6%
Oct-2019	82.3%
Sep-2019	66.4%

JUN-2020

Y-O-Y: -18.5%

AVERAGE DAILY ROOM RATE
MESQUITE (NV)

\$51.17

Jun-2020	\$51.17
May-2020	\$0.00
Apr-2020	\$0.00
Mar-2020	\$67.66
Feb-2020	\$72.27
Jan-2020	\$63.16
Dec-2019	\$53.76
Nov-2019	\$64.80
Oct-2019	\$67.18
Sep-2019	\$52.11

JUN-2020

Y-O-Y: -7.1%

GROSS CASINO GAMING REVENUE
MESQUITE (NV)

\$10.05M

Jun-2020	\$10.05M
May-2020	\$10,162
Apr-2020	-\$5,277
Mar-2020	\$6.73M
Feb-2020	\$12.16M
Jan-2020	\$12.35M
Dec-2019	\$11.31M
Nov-2019	\$11.87M
Oct-2019	\$12.16M
Sep-2019	\$10.32M

JUN-2020

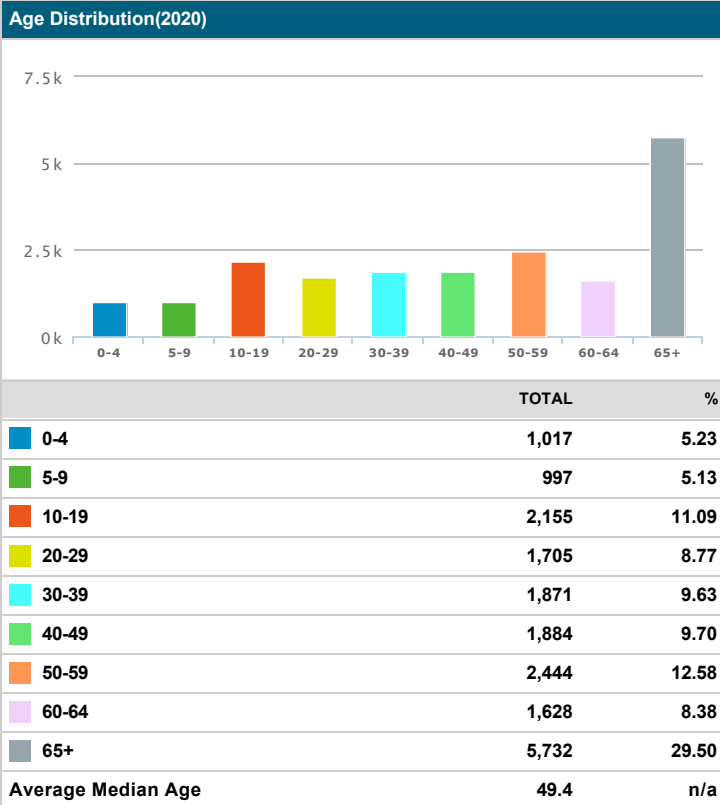
Y-O-Y: 3.2%



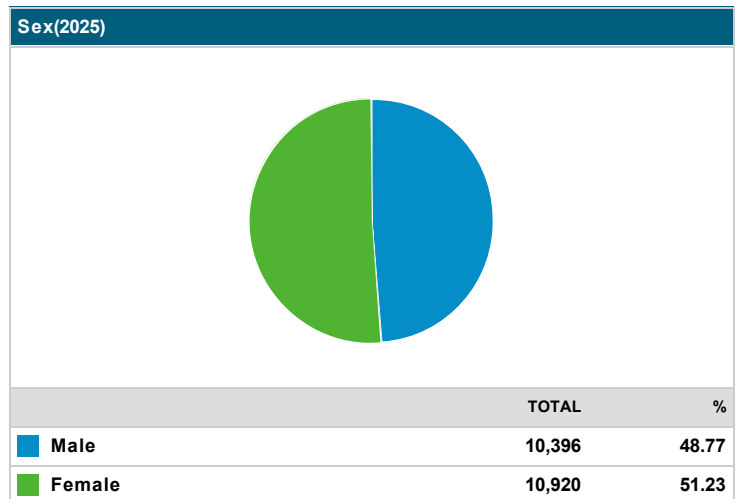
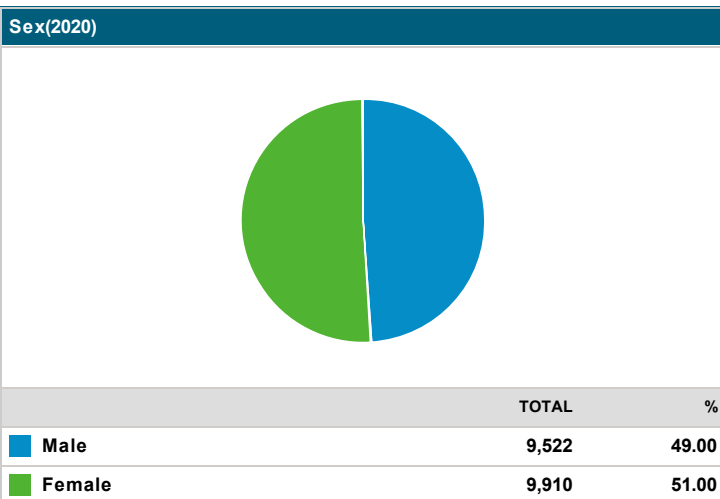
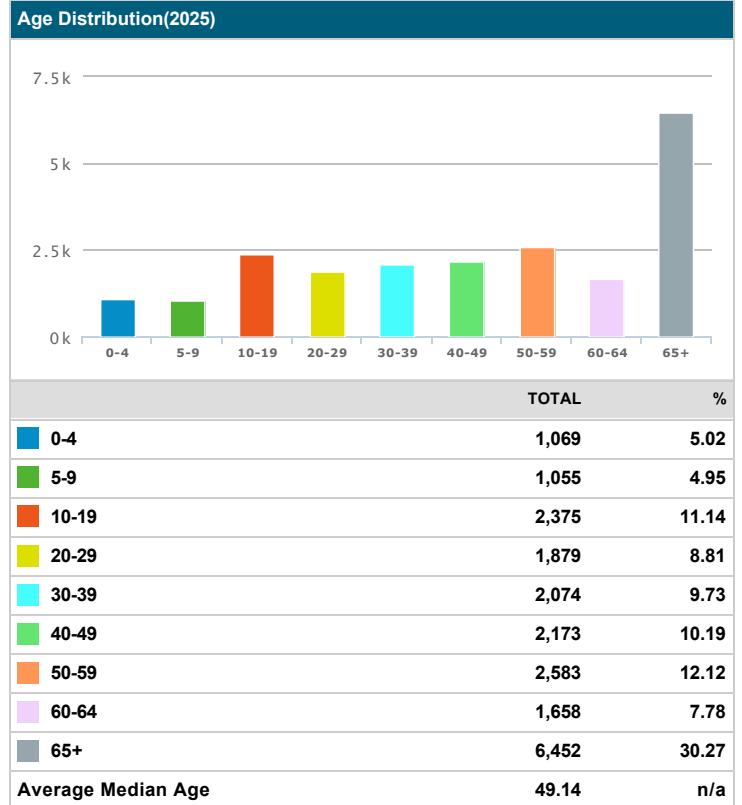
Mesquite, Nevada

Demographics Report (Mesquite, Nevada)

Population(2020)	
	TOTAL
	19,432

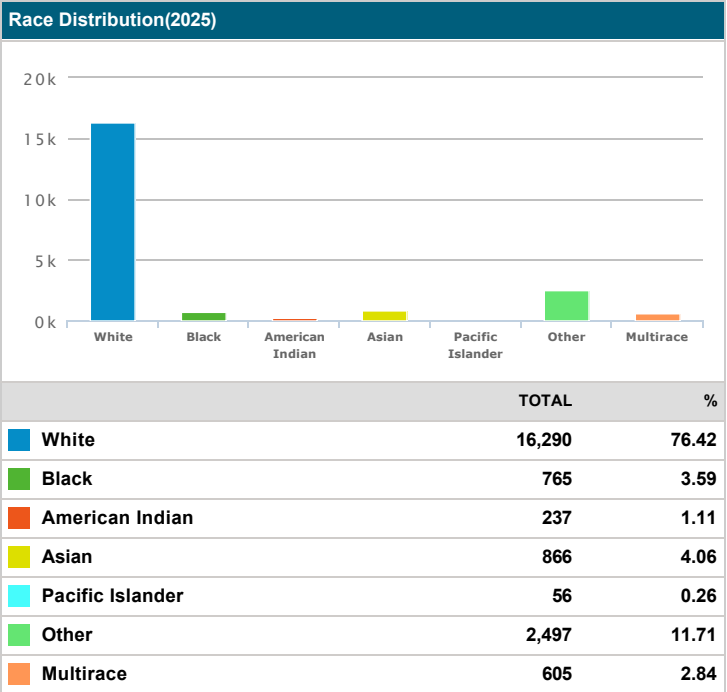
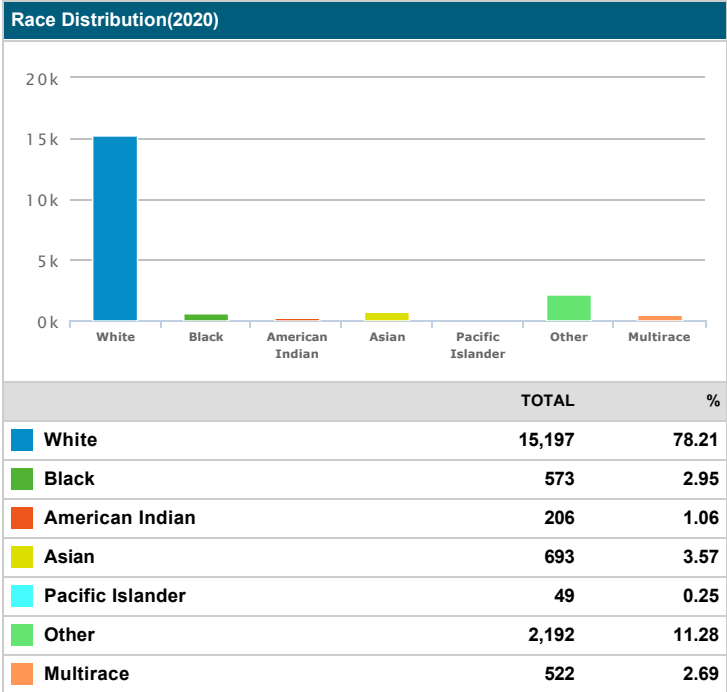
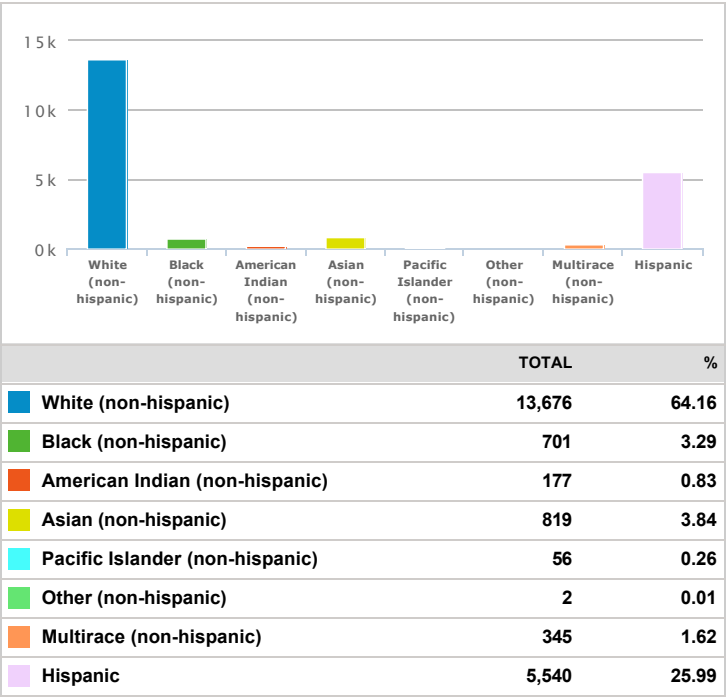
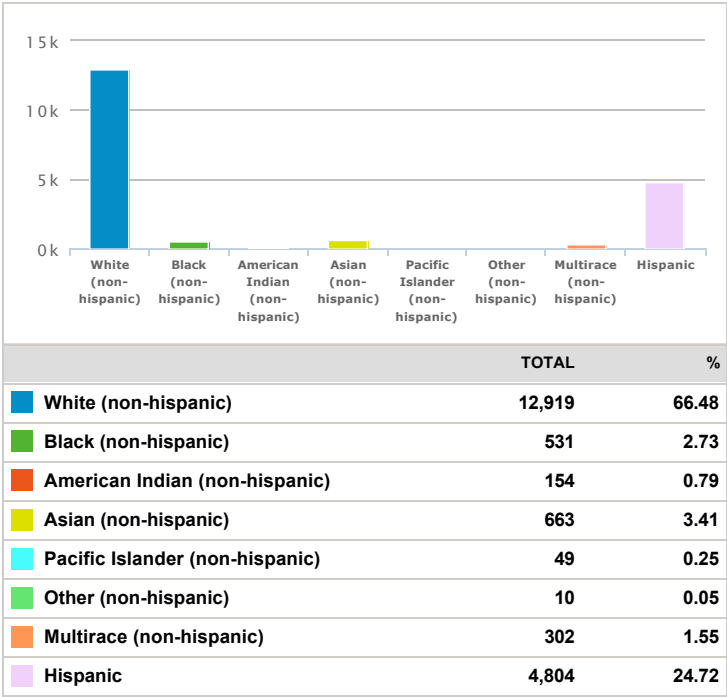


Population(2025)	
	TOTAL
	21,316



Ethnicity Distribution(2020)

Ethnicity Distribution(2025)



Total Households(2020)		
	TOTAL	%
Households	8,674	n/a
Families	5,887	67.87

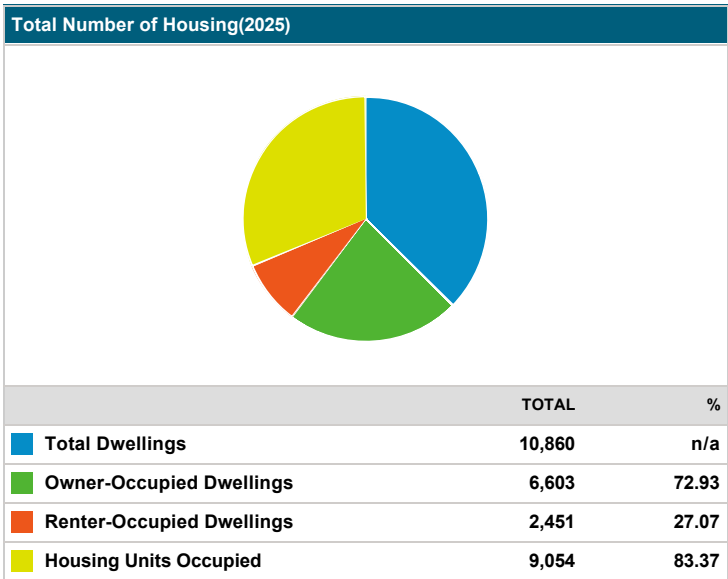
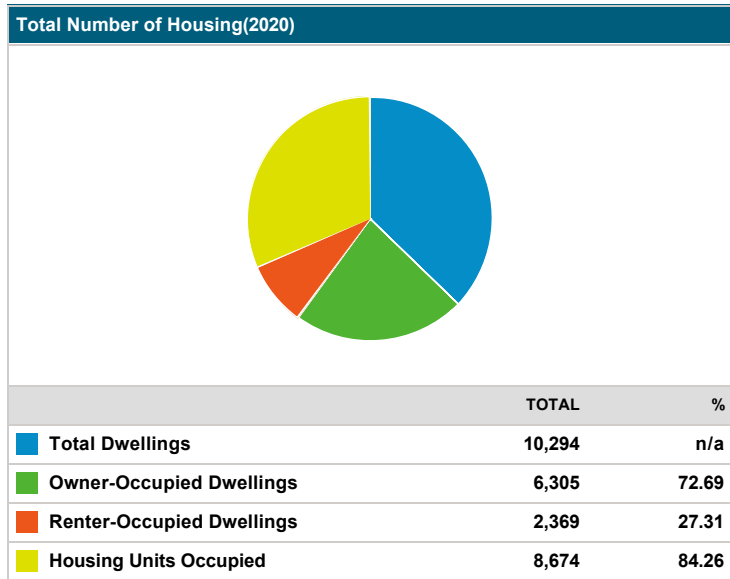
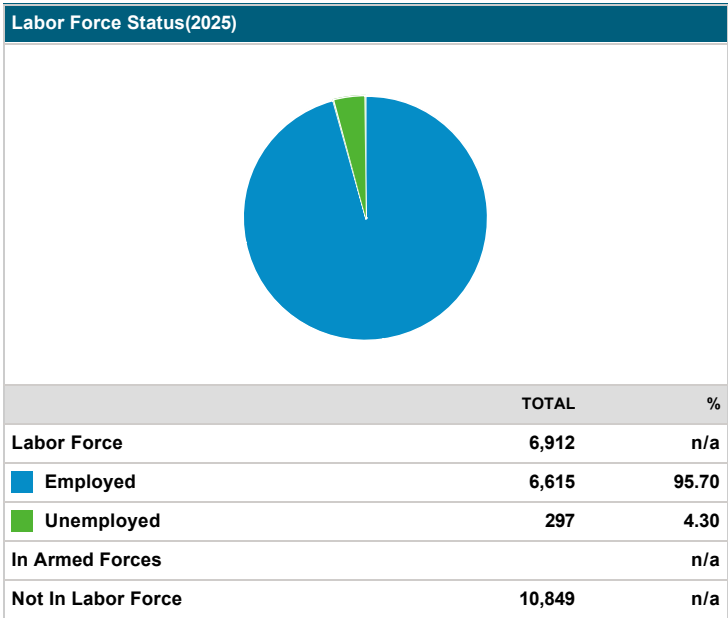
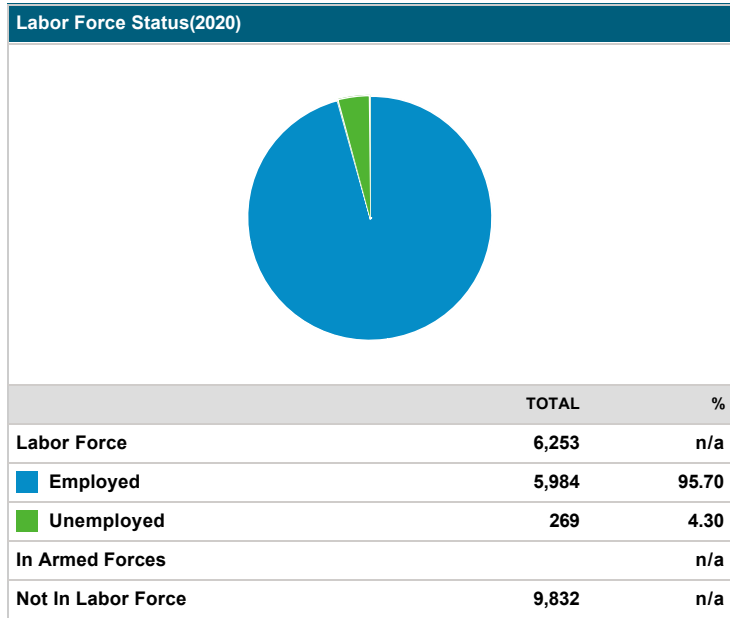
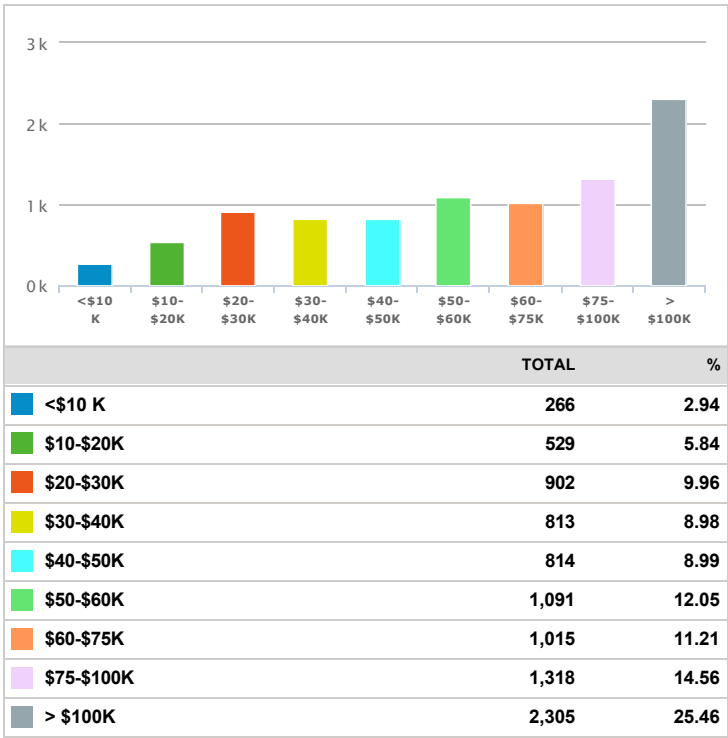
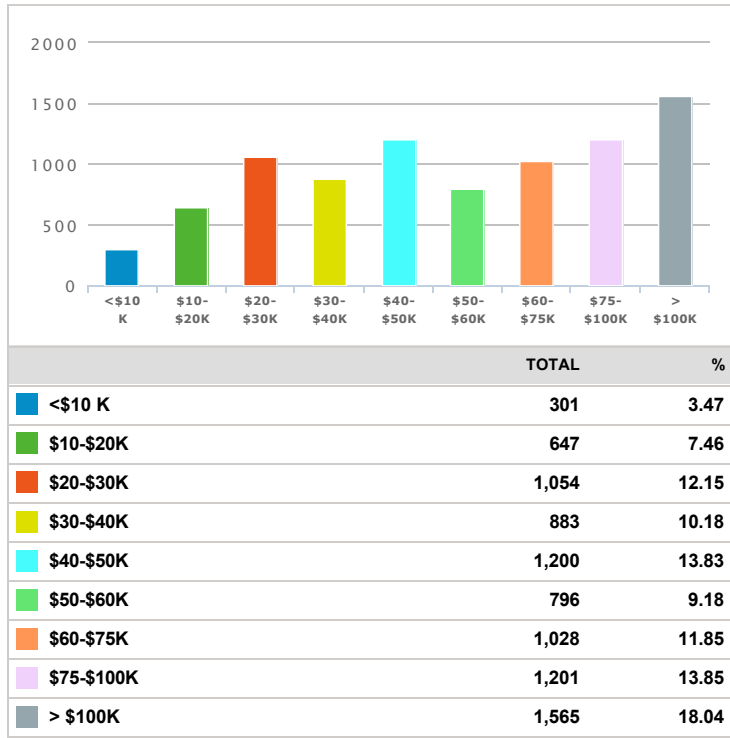
Total Households(2025)		
	TOTAL	%
Households	9,054	n/a
Families	6,447	71.21

Average Household Income(2020)	
	TOTAL
	70,579

Average Household Income(2025)	
	TOTAL
	77,714

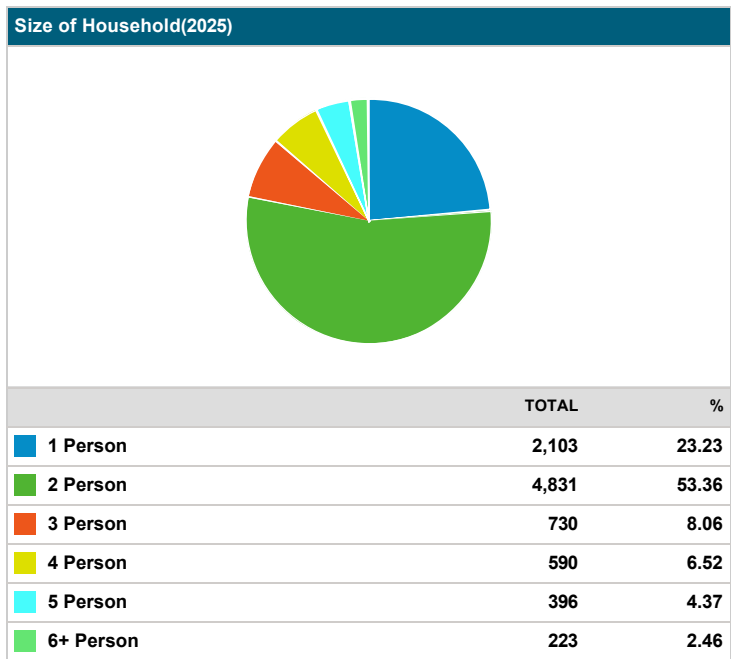
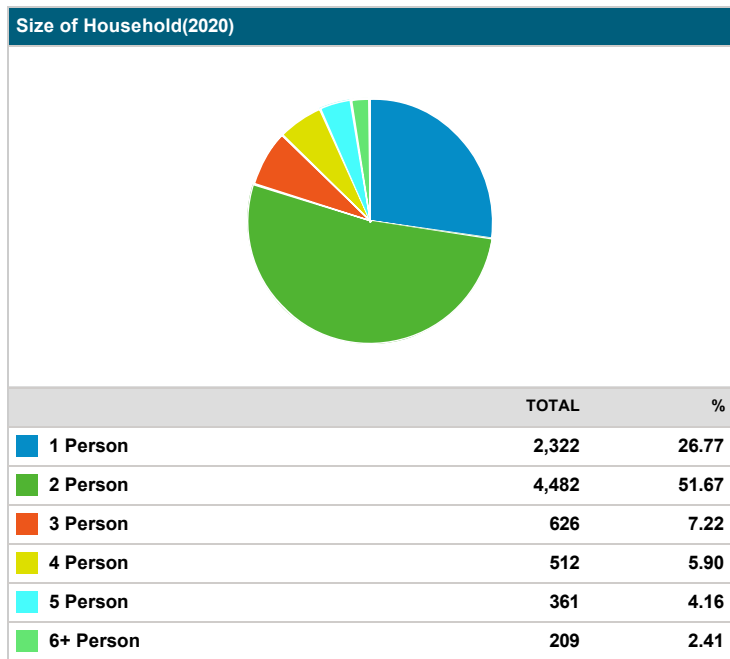
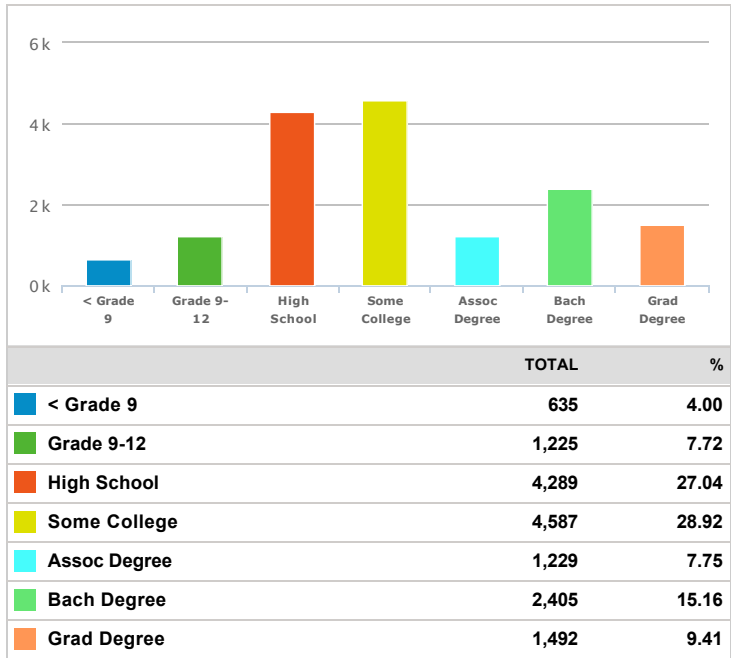
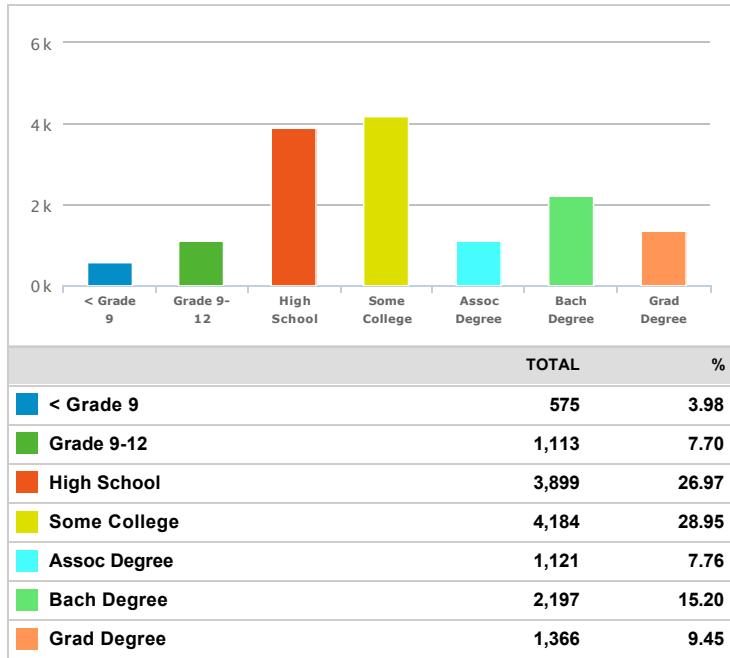
Household Income Distribution(2020)	
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Household Income Distribution(2025)	
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Education Attainment(2020)

Education Attainment(2025)



Source: Applied Geographic Solutions, 2020

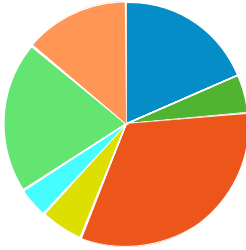




Mesquite, Nevada

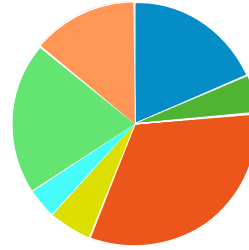
Consumer Expenditures Report (Mesquite, Nevada)

Apparel(2020)



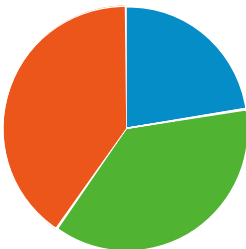
	\$ PER HOUSEHOLD	TOTAL \$000'S
Total	\$1,888	\$16,383
Men's Apparel	\$348	\$3,022
Boys' Apparel	\$96	\$838
Women's Apparel	\$612	\$5,314
Girls' Apparel	\$109	\$947
Infants Apparel	\$77	\$673
Footwear	\$381	\$3,307
Apparel Services and Accessories	\$262	\$2,281

Apparel(2025)



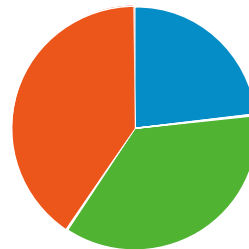
	\$ PER HOUSEHOLD	TOTAL \$000'S
Total	\$2,036	\$18,439
Men's Apparel	\$377	\$3,417
Boys' Apparel	\$103	\$940
Women's Apparel	\$658	\$5,966
Girls' Apparel	\$117	\$1,060
Infants Apparel	\$82	\$750
Footwear	\$410	\$3,713
Apparel Services and Accessories	\$286	\$2,592

Entertainment(2020)



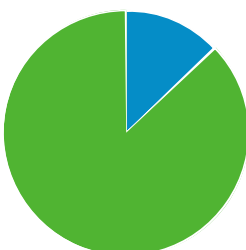
	\$ PER HOUSEHOLD	TOTAL \$000'S
Total	\$3,073	\$26,662
Fees And Admissions	\$693	\$6,012
Video And Audio Equipment	\$1,142	\$9,908
Recreational Equipment And Supplies	\$1,238	\$10,742

Entertainment(2025)

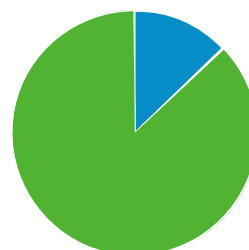


	\$ PER HOUSEHOLD	TOTAL \$000'S
Total	\$3,324	\$30,101
Fees And Admissions	\$774	\$7,016
Video And Audio Equipment	\$1,202	\$10,891
Recreational Equipment And Supplies	\$1,346	\$12,194

Education(2020)

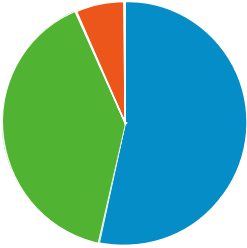


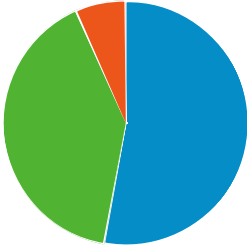
Education(2025)

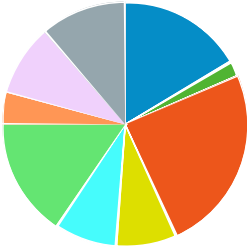


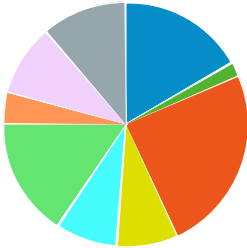
	\$ PER HOUSEHOLD	TOTAL \$000'S
Total	\$1,443	\$12,521
Books And Supplies	\$186	\$1,619
Tuition	\$1,256	\$10,901

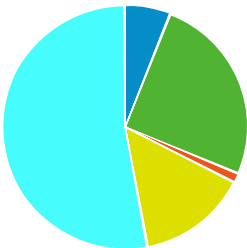
	\$ PER HOUSEHOLD	TOTAL \$000'S
Total	\$1,608	\$14,565
Books And Supplies	\$208	\$1,884
Tuition	\$1,400	\$12,681

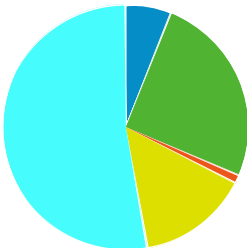
Food and Beverages(2020)		
		
	\$ PER HOUSEHOLD	TOTAL \$000'S
Total	\$8,192	\$71,063
Food At Home	\$4,377	\$37,971
Food Away From Home	\$3,277	\$28,430
Alcoholic Beverages	\$537	\$4,662

Food and Beverages(2025)		
		
	\$ PER HOUSEHOLD	TOTAL \$000'S
Total	\$8,739	\$79,131
Food At Home	\$4,618	\$41,820
Food Away From Home	\$3,536	\$32,016
Alcoholic Beverages	\$584	\$5,295

Gifts(2020)		
		
	\$ PER HOUSEHOLD	TOTAL \$000'S
Total	\$1,298	\$11,261
Gifts Of Apparel	\$214	\$1,863
Gifts Of Apparel Accessories	\$25	\$219
Gifts Of Education	\$320	\$2,778
Gifts Of Recreation	\$105	\$917
Gifts Of Food And Beverages	\$106	\$925
Gifts Of Household Furnishings And Equipment	\$201	\$1,750
Gifts Of Household	\$54	\$469
Gifts Of Transportation	\$122	\$1,061
Gifts Elsewhere Unspecified	\$147	\$1,278

Gifts(2025)		
		
	\$ PER HOUSEHOLD	TOTAL \$000'S
Total	\$1,428	\$12,930
Gifts Of Apparel	\$236	\$2,140
Gifts Of Apparel Accessories	\$27	\$252
Gifts Of Education	\$351	\$3,185
Gifts Of Recreation	\$116	\$1,051
Gifts Of Food And Beverages	\$117	\$1,063
Gifts Of Household Furnishings And Equipment	\$222	\$2,012
Gifts Of Household	\$59	\$538
Gifts Of Transportation	\$135	\$1,227
Gifts Elsewhere Unspecified	\$161	\$1,463

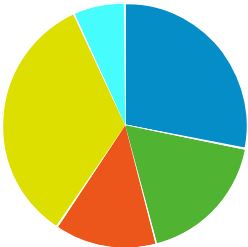
Household Furnishings(2020)		
		

Household Furnishings(2025)		
		

	\$ PER HOUSEHOLD	TOTAL \$000'S
Total	\$1,919	\$16,653
Household Textiles	\$116	\$1,008
Furniture	\$484	\$4,202
Floor Coverings	\$23	\$200
Major Appliances	\$281	\$2,438
Housewares And Small Appliances	\$1,015	\$8,806

	\$ PER HOUSEHOLD	TOTAL \$000'S
Total	\$2,077	\$18,812
Household Textiles	\$124	\$1,125
Furniture	\$527	\$4,777
Floor Coverings	\$25	\$230
Major Appliances	\$303	\$2,751
Housewares And Small Appliances	\$1,096	\$9,929

Shelter(2020)



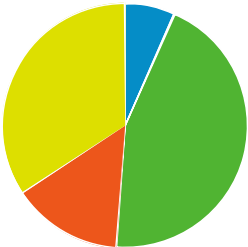
	\$ PER HOUSEHOLD	TOTAL \$000'S
Total	\$11,568	\$100,346
Mortgage Interest	\$3,253	\$28,220
Property Taxes	\$2,069	\$17,955
Miscellaneous Owned Dwelling Costs	\$1,550	\$13,445
Rental Costs	\$3,901	\$33,842
Other Lodging	\$793	\$6,884

Shelter(2025)



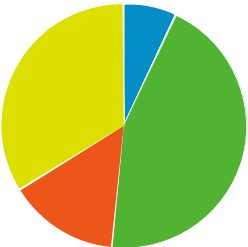
	\$ PER HOUSEHOLD	TOTAL \$000'S
Total	\$12,336	\$111,694
Mortgage Interest	\$3,607	\$32,666
Property Taxes	\$2,255	\$20,423
Miscellaneous Owned Dwelling Costs	\$1,665	\$15,083
Rental Costs	\$3,919	\$35,491
Other Lodging	\$887	\$8,031

Household Operations(2020)



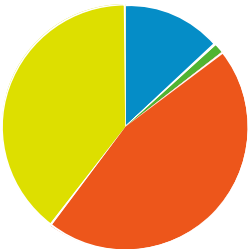
	\$ PER HOUSEHOLD	TOTAL \$000'S
Total	\$2,160	\$18,739
Babysitting And Elderly Care	\$143	\$1,246
Household Services	\$962	\$8,345
Alimony And Child Support	\$315	\$2,739
Household Supplies	\$738	\$6,409

Household Operations(2025)

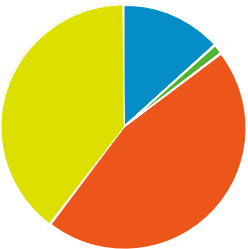


	\$ PER HOUSEHOLD	TOTAL \$000'S
Total	\$2,323	\$21,033
Babysitting And Elderly Care	\$162	\$1,474
Household Services	\$1,034	\$9,362
Alimony And Child Support	\$341	\$3,092
Household Supplies	\$784	\$7,105

Personal Care(2020)

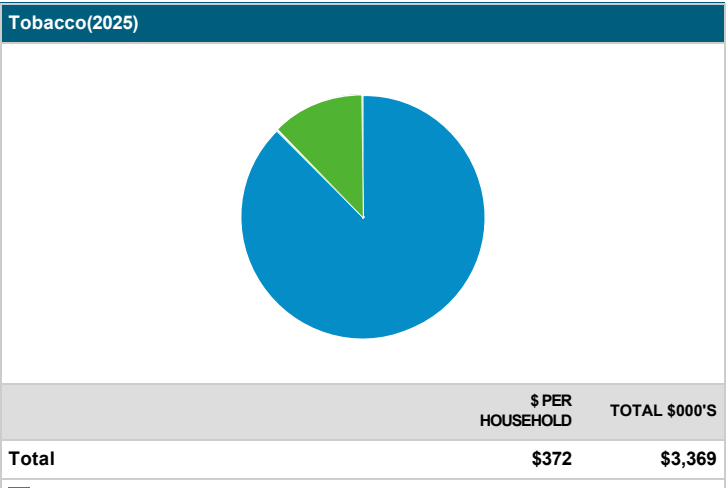
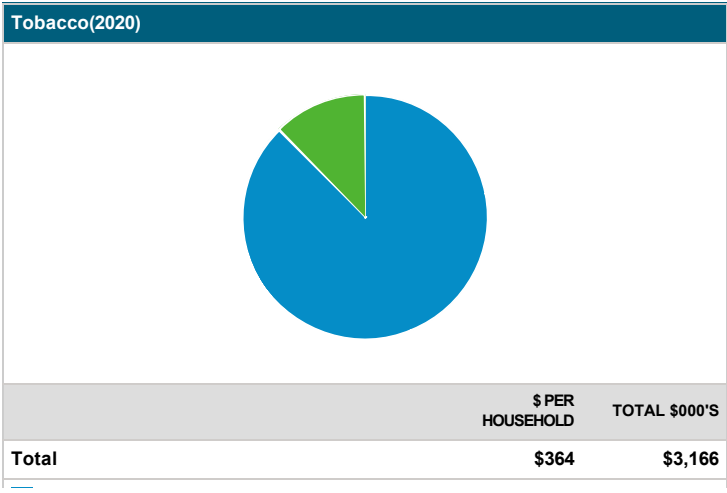
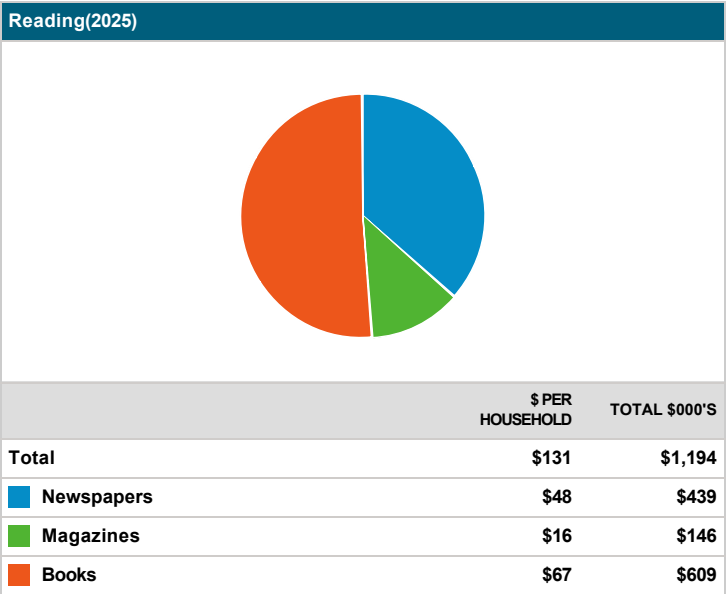
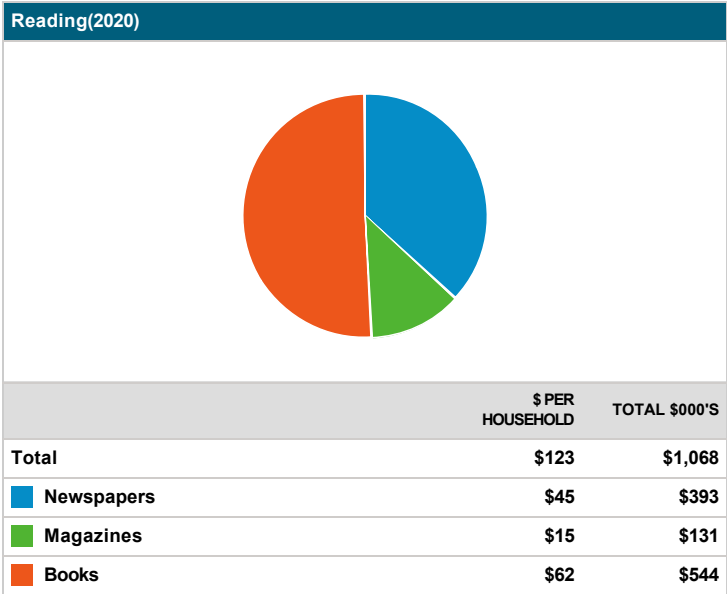
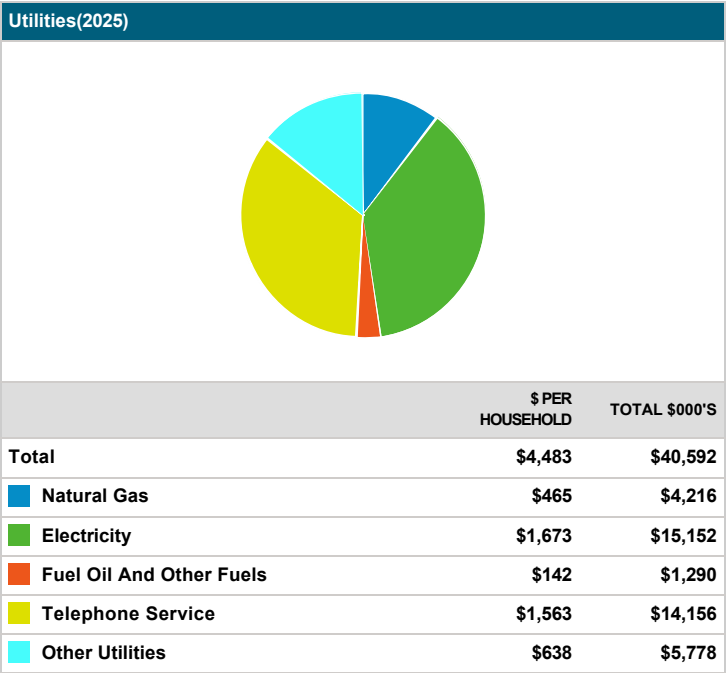
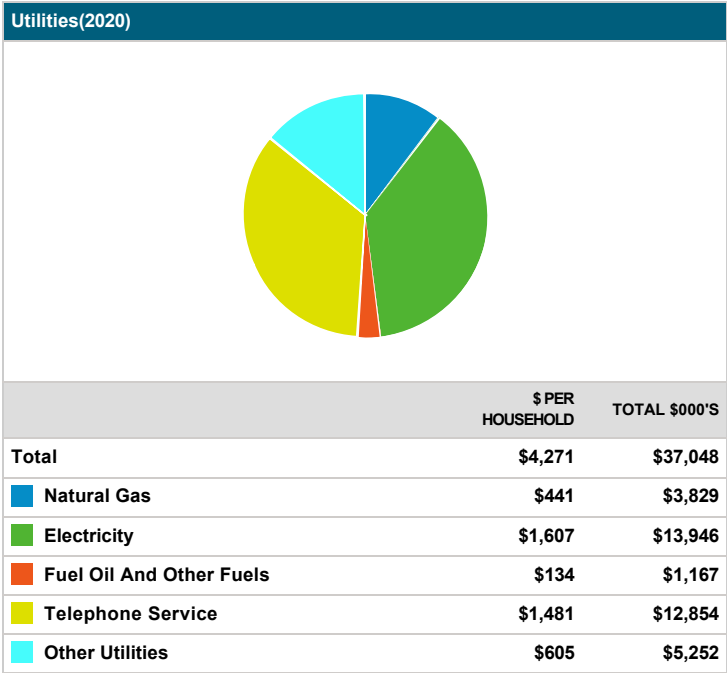


Personal Care(2025)



	\$ PER HOUSEHOLD	TOTAL \$000'S
Total	\$742	\$6,439
Hair Care	\$98	\$858
Electric Personal Care Appliances	\$10	\$90
Personal Care Services	\$339	\$2,942
Personal Care Products	\$293	\$2,550

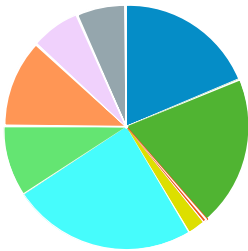
	\$ PER HOUSEHOLD	TOTAL \$000'S
Total	\$796	\$7,213
Hair Care	\$106	\$961
Electric Personal Care Appliances	\$11	\$101
Personal Care Services	\$363	\$3,295
Personal Care Products	\$315	\$2,856



Cigarettes	\$319	\$2,771
Other Tobacco Products	\$45	\$395

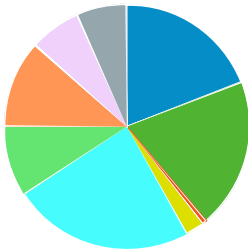
Cigarettes	\$325	\$2,949
Other Tobacco Products	\$46	\$420

Transportation(2020)



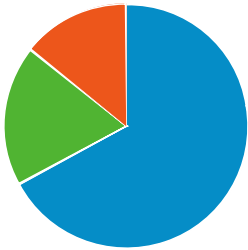
	\$ PER HOUSEHOLD	TOTAL \$000'S
Total	\$10,113	\$87,725
New Vehicle Purchase	\$1,891	\$16,404
Used Vehicle Purchase	\$2,015	\$17,483
Motorcycles (New And Used)	\$56	\$490
Vehicle Finance Charges	\$236	\$2,053
Gasoline And Oil	\$2,452	\$21,276
Vehicle Repair And Maintenance	\$950	\$8,242
Vehicle Insurance	\$1,181	\$10,248
Public Transportation	\$663	\$5,753
Other Transportation Costs	\$665	\$5,777

Transportation(2025)



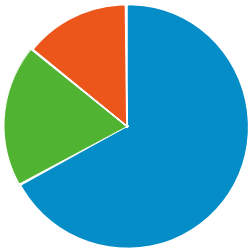
	\$ PER HOUSEHOLD	TOTAL \$000'S
Total	\$10,847	\$98,215
New Vehicle Purchase	\$2,070	\$18,748
Used Vehicle Purchase	\$2,145	\$19,428
Motorcycles (New And Used)	\$61	\$559
Vehicle Finance Charges	\$255	\$2,313
Gasoline And Oil	\$2,594	\$23,491
Vehicle Repair And Maintenance	\$1,016	\$9,203
Vehicle Insurance	\$1,246	\$11,285
Public Transportation	\$731	\$6,626
Other Transportation Costs	\$724	\$6,563

Health Care(2020)



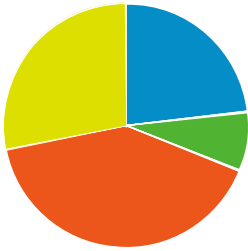
	\$ PER HOUSEHOLD	TOTAL \$000'S
Total	\$4,919	\$42,674
Health Care Insurance	\$3,304	\$28,667
Health Care Services	\$915	\$7,938
Health Care Supplies And Equipment	\$699	\$6,070

Health Care(2025)



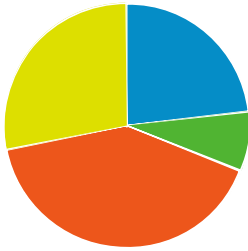
	\$ PER HOUSEHOLD	TOTAL \$000'S
Total	\$5,214	\$47,208
Health Care Insurance	\$3,495	\$31,651
Health Care Services	\$982	\$8,896
Health Care Supplies And Equipment	\$735	\$6,661

Miscellaneous Expenses(2020)



	\$ PER HOUSEHOLD	TOTAL \$000'S
Total	\$1,046	\$9,079
Legal And Accounting	\$243	\$2,108

Miscellaneous Expenses(2025)



	\$ PER HOUSEHOLD	TOTAL \$000'S
Total	\$1,121	\$10,158
Legal And Accounting	\$260	\$2,358

 Funeral And Cemetery	\$82	\$714
 Finance Charges Excluding Mortgage And Vehicle	\$426	\$3,703
 Other Miscellaneous Expenses	\$294	\$2,554

Personal Insurance(2020)		
	\$ PER HOUSEHOLD	TOTAL \$000'S
	\$376	\$3,269

Contributions(2020)		
	\$ PER HOUSEHOLD	TOTAL \$000'S
	\$1,780	\$15,441

Retail Potential(2020)		
	\$ PER HOUSEHOLD	TOTAL \$000'S
Other Health and Personal Care Stores	\$55	\$479
Gasoline Stations with Convenience Stores	\$0	\$0
Gasoline Stations without Convenience Stores	\$2,853	\$24,753
Men's Clothing Stores	\$40	\$352
Women's Clothing Stores	\$178	\$1,548
Childrens' and Infant's Clothing Stores	\$75	\$652
Family Clothing Stores	\$473	\$4,103
Clothing Accessory Stores	\$38	\$330
Other Apparel Stores	\$58	\$503
Shoe Stores	\$193	\$1,681
Jewelry Stores	\$88	\$769
Luggage Stores	\$7	\$62
Sporting Goods Stores	\$233	\$2,028
Hobby, Toy, and Game Stores	\$69	\$602
Sewing and Needlecraft Stores	\$21	\$186
Musical Instrument Stores	\$20	\$175
Book Stores	\$84	\$735
Record,Tape,and CD Stores	\$0	\$0
Department Stores	\$961	\$8,343
Warehouse Superstores	\$2,439	\$21,162
Other General Merchandise Stores	\$368	\$3,197
Florists	\$18	\$156
Office and Stationary Stores	\$50	\$437
Gift and Souvenir Stores	\$60	\$528
Used Merchandise Stores	\$35	\$307
Pet and Pet Supply Stores	\$209	\$1,813
Art Dealers	\$16	\$145
Mobile Home Dealers	\$31	\$269
Other Miscellaneous Retail Stores	\$93	\$812
Mail Order and Catalog Stores	\$1,429	\$12,398
Vending Machines	\$39	\$346
Fuel Dealers	\$146	\$1,275
Other Direct Selling Establishments	\$110	\$955
Hotels and Other Travel Accommodations	\$180	\$1,562
RV Parks	\$1	\$15
Rooming and Boarding Houses	\$1	\$11
Full Service Restaurants	\$1,682	\$14,594

 Funeral And Cemetery	\$88	\$799
 Finance Charges Excluding Mortgage And Vehicle	\$457	\$4,143
 Other Miscellaneous Expenses	\$315	\$2,858

Personal Insurance(2025)		
	\$ PER HOUSEHOLD	TOTAL \$000'S
	\$412	\$3,738

Contributions(2025)		
	\$ PER HOUSEHOLD	TOTAL \$000'S
	\$1,928	\$17,460

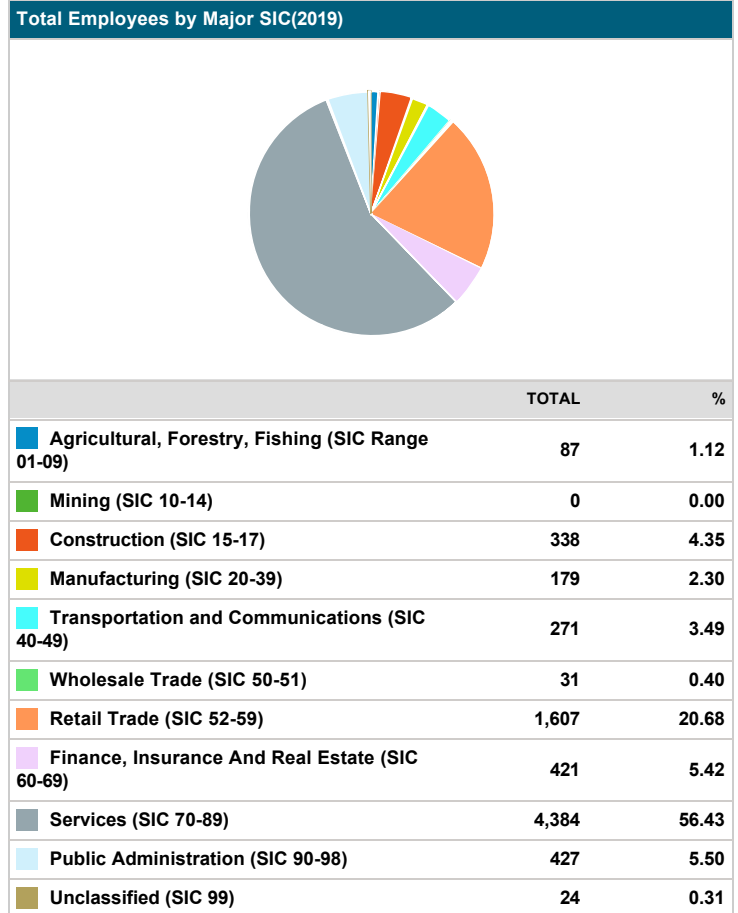
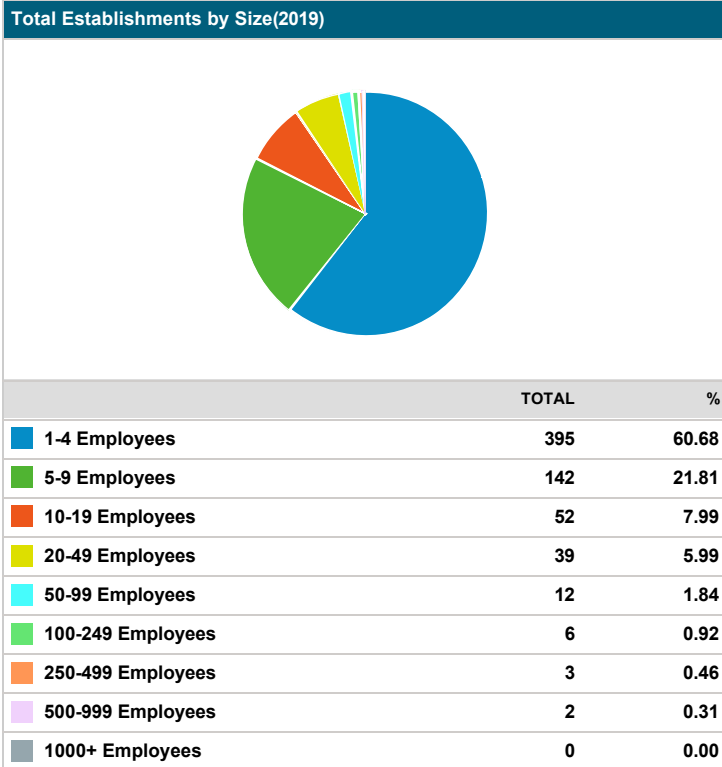


Mesquite, Nevada

Labor Force Report (Mesquite, Nevada)

Total Establishments		
		TOTAL
		651

Total Employees		
		TOTAL
		7,769



Total Businesses by Establishment Type(2019)		
	TOTAL	%
Agriculture, Forestry and Fishing	0	0.00
Agricultural Services	9	1.38
Coal and Ore Mining	0	0.00
Oil and Gas	0	0.00
General Construction	15	2.30
Heavy Construction	22	3.38
Food Manufacturing	0	0.00
Tobacco Manufacturing	0	0.00
Textile Mills	0	0.00
Apparel and Textile Manufacturing	0	0.00
Lumber and Wood Production	1	0.15
Furniture Manufacturing	0	0.00
Paper Manufacturing	0	0.00
Printing and Publishing	5	0.77
Chemicals	0	0.00
Petroleum Refining	0	0.00

Total Employees by Establishment Type(2019)		
	TOTAL	%
Agriculture, Forestry and Fishing	0	0.00
Agricultural Services	87	1.12
Coal and Ore Mining	0	0.00
Oil and Gas	0	0.00
General Construction	244	3.14
Heavy Construction	94	1.21
Food Manufacturing	0	0.00
Tobacco Manufacturing	0	0.00
Textile Mills	0	0.00
Apparel and Textile Manufacturing	0	0.00
Lumber and Wood Production	3	0.04
Furniture Manufacturing	0	0.00
Paper Manufacturing	0	0.00
Printing and Publishing	15	0.19
Chemicals	0	0.00
Petroleum Refining	0	0.00

Rubber and Plastics	2	0.31
Leather Manufacturing	0	0.00
Stone, Glass, and Concrete	0	0.00
Metals Fabrication	1	0.15
Machinery and Equipment Manufacturing	1	0.15
Transportation	16	2.46
Travel Services	0	0.00
Transport Services	0	0.00
Communications	2	0.31
Utilities	3	0.46
Durables Wholesale	4	0.61
Non Durables Wholesale	3	0.46
Building Materials, Hardware and Garden	8	1.23
General Merchandise Stores	8	1.23
Food Markets	3	0.46
Convenience Stores	8	1.23
Other Food Stores	5	0.77
Auto Dealers and Gas Stations	16	2.46
Clothing Stores	1	0.15
Furniture Stores	5	0.77
Home Furnishings	7	1.08
Electronics and Computer Stores	3	0.46
Music Stores	0	0.00
Restaurants	34	5.22
Other Food Service	6	0.92
Bars	1	0.15
Drug Stores	2	0.31
Liquor Stores	1	0.15
Specialty Stores	25	3.84
Catalog and Direct Sales	2	0.31
Banks and Financial Institutions	40	6.14
Insurance Carriers	1	0.15
Insurance Agents and Brokers	9	1.38
Real Estate	39	5.99
Hotels and Lodging	15	2.30
Dry Cleaning and Laundry	3	0.46
Beauty and Barber Shops	19	2.92
Other Personal Service	11	1.69
Advertising	0	0.00
Computer Services	5	0.77
Other Business Services	22	3.38
Auto Repair/Services	14	2.15
Miscellaneous Repair Services	7	1.08
Motion Pictures	8	1.23
Entertainment and Recreation Services	17	2.61
Health and Medical Services	90	13.82
Hospitals	9	1.38
Legal Services	8	1.23
Primary and Secondary Education	3	0.46
Colleges and Universities	1	0.15
Social Services	19	2.92
Child Care Services	1	0.15
Museums and Zoos	2	0.31
Membership Organizations	18	2.76

Rubber and Plastics	132	1.70
Leather Manufacturing	0	0.00
Stone, Glass, and Concrete	0	0.00
Metals Fabrication	4	0.05
Machinery and Equipment Manufacturing	25	0.32
Transportation	220	2.83
Travel Services	0	0.00
Transport Services	0	0.00
Communications	10	0.13
Utilities	41	0.53
Durables Wholesale	21	0.27
Non Durables Wholesale	10	0.13
Building Materials, Hardware and Garden	156	2.01
General Merchandise Stores	380	4.89
Food Markets	151	1.94
Convenience Stores	86	1.11
Other Food Stores	17	0.22
Auto Dealers and Gas Stations	97	1.25
Clothing Stores	2	0.03
Furniture Stores	38	0.49
Home Furnishings	52	0.67
Electronics and Computer Stores	8	0.10
Music Stores	0	0.00
Restaurants	433	5.57
Other Food Service	54	0.70
Bars	27	0.35
Drug Stores	29	0.37
Liquor Stores	11	0.14
Specialty Stores	63	0.81
Catalog and Direct Sales	3	0.04
Banks and Financial Institutions	143	1.84
Insurance Carriers	2	0.03
Insurance Agents and Brokers	26	0.33
Real Estate	250	3.22
Hotels and Lodging	1,857	23.90
Dry Cleaning and Laundry	6	0.08
Beauty and Barber Shops	67	0.86
Other Personal Service	48	0.62
Advertising	0	0.00
Computer Services	40	0.51
Other Business Services	113	1.45
Auto Repair/Services	51	0.66
Miscellaneous Repair Services	34	0.44
Motion Pictures	30	0.39
Entertainment and Recreation Services	1,098	14.13
Health and Medical Services	327	4.21
Hospitals	222	2.86
Legal Services	49	0.63
Primary and Secondary Education	225	2.90
Colleges and Universities	3	0.04
Social Services	70	0.90
Child Care Services	8	0.10
Museums and Zoos	4	0.05
Membership Organizations	43	0.55

Professional Services	18	2.76
Government	29	4.45
Unclassified Establishments	22	3.38

Professional Services	77	0.99
Government	427	5.50
Unclassified Establishments	24	0.31

Total Businesses by NAICS(2019)		
	TOTAL	%
Agriculture, Forestry and Fishing	0	0.00
Agricultural Services	0	0.00
Coal and Ore Mining	0	0.00
Oil and Gas	0	0.00
General Construction	39	5.99
Heavy Construction	2	0.31
Food Manufacturing	1	0.15
Beverage and Tobacco Products	0	0.00
Textile Mills	0	0.00
Textile Products	0	0.00
Apparel Manufacturing	0	0.00
Leather Manufacturing	0	0.00
Wood Products	1	0.15
Paper Manufacturing	0	0.00
Printing and Publishing	3	0.46
Chemicals	0	0.00
Petroleum and Coal Products	0	0.00
Rubber and Plastics	2	0.31
Stone, Glass, and Concrete	0	0.00
Primary Metal Manufacturing	0	0.00
Metals Fabrication	1	0.15
Machinery and Equipment Manufacturing	0	0.00
Computers and Electronics	1	0.15
Electrical Equipment and Appliances	0	0.00
Transportation Equipment	0	0.00
Furniture Manufacturing	2	0.31
Miscellaneous Manufacturing	0	0.00
Communications	2	0.31
Utilities	2	0.31
Durables Wholesale	4	0.61
Non Durables Wholesale	2	0.31
Electronic Markets and Brokers	0	0.00
Motor Vehicle and Parts Dealers	8	1.23
Furniture and Home Furnishings	6	0.92
Electronics and Appliances	6	0.92
Building Materials, Hardware and Garden	8	1.23
Food and Beverage Stores	15	2.30
Health and Personal Care Stores	12	1.84
Gasoline Stations	8	1.23
Clothing and Clothing Accessories	2	0.31
Sporting Goods/Hobby/Book/Music Stores	3	0.46
General Merchandise Stores	8	1.23
Miscellaneous Store Retailers	14	2.15
Nonstore Retailers	2	0.31
Warehousing/Storage, Postal/Courier Service	2	0.31
Publishing	2	0.31
Software Publishers	0	0.00
Motion Pictures and Video	0	0.00

Total Employees by NAICS(2019)		
	TOTAL	%
Agriculture, Forestry and Fishing	0	0.00
Agricultural Services	0	0.00
Coal and Ore Mining	0	0.00
Oil and Gas	0	0.00
General Construction	359	4.62
Heavy Construction	8	0.10
Food Manufacturing	6	0.08
Beverage and Tobacco Products	0	0.00
Textile Mills	0	0.00
Textile Products	0	0.00
Apparel Manufacturing	0	0.00
Leather Manufacturing	0	0.00
Wood Products	3	0.04
Paper Manufacturing	0	0.00
Printing and Publishing	9	0.12
Chemicals	0	0.00
Petroleum and Coal Products	0	0.00
Rubber and Plastics	132	1.70
Stone, Glass, and Concrete	0	0.00
Primary Metal Manufacturing	0	0.00
Metals Fabrication	4	0.05
Machinery and Equipment Manufacturing	0	0.00
Computers and Electronics	25	0.32
Electrical Equipment and Appliances	0	0.00
Transportation Equipment	0	0.00
Furniture Manufacturing	7	0.09
Miscellaneous Manufacturing	0	0.00
Communications	10	0.13
Utilities	23	0.30
Durables Wholesale	21	0.27
Non Durables Wholesale	9	0.12
Electronic Markets and Brokers	0	0.00
Motor Vehicle and Parts Dealers	62	0.80
Furniture and Home Furnishings	36	0.46
Electronics and Appliances	54	0.70
Building Materials, Hardware and Garden	156	2.01
Food and Beverage Stores	256	3.30
Health and Personal Care Stores	56	0.72
Gasoline Stations	35	0.45
Clothing and Clothing Accessories	4	0.05
Sporting Goods/Hobby/Book/Music Stores	5	0.06
General Merchandise Stores	380	4.89
Miscellaneous Store Retailers	34	0.44
Nonstore Retailers	3	0.04
Warehousing/Storage, Postal/Courier Service	29	0.37
Publishing	6	0.08
Software Publishers	0	0.00
Motion Pictures and Video	0	0.00

Movie Theaters	2	0.31	Movie Theaters	14	0.18
Broadcasting	0	0.00	Broadcasting	0	0.00
Data Processing/Hosting	3	0.46	Data Processing/Hosting	37	0.48
Other Information Services	2	0.31	Other Information Services	12	0.15
Banking	40	6.14	Banking	143	1.84
Insurance Carriers	10	1.54	Insurance Carriers	28	0.36
Real Estate	42	6.45	Real Estate	242	3.11
Rental and Leasing	5	0.77	Rental and Leasing	6	0.08
Legal Services	13	2.00	Legal Services	68	0.88
Accounting	10	1.54	Accounting	39	0.50
Agricultural and Engineering	5	0.77	Agricultural and Engineering	30	0.39
Specialized Design	1	0.15	Specialized Design	1	0.01
Computer Systems Design	0	0.00	Computer Systems Design	0	0.00
Management/Scientific/Technical Consulting	3	0.46	Management/Scientific/Technical Consulting	6	0.08
Scientific Research and Development	1	0.15	Scientific Research and Development	13	0.17
Advertising and Public Relations	1	0.15	Advertising and Public Relations	5	0.06
Other Professional/Scientific/Technical Services	11	1.69	Other Professional/Scientific/Technical Services	50	0.64
Company and Enterprise Management	0	0.00	Company and Enterprise Management	0	0.00
Administrative and Support	16	2.46	Administrative and Support	123	1.58
Waste Management and Remediation	1	0.15	Waste Management and Remediation	18	0.23
Elementary and Secondary Schools	3	0.46	Elementary and Secondary Schools	225	2.90
Colleges and Universities	1	0.15	Colleges and Universities	3	0.04
Business Schools, Computer and Management Training	0	0.00	Business Schools, Computer and Management Training	0	0.00
Technical and Trade Schools	1	0.15	Technical and Trade Schools	2	0.03
Educational Services	0	0.00	Educational Services	0	0.00
Physician Offices	26	3.99	Physician Offices	119	1.53
Dental Offices	9	1.38	Dental Offices	62	0.80
Other Health Practicioners	52	7.99	Other Health Practicioners	100	1.29
Outpatient Care	4	0.61	Outpatient Care	47	0.60
Medical and Diagnostic Laboratories	0	0.00	Medical and Diagnostic Laboratories	0	0.00
Home Health Care Services	3	0.46	Home Health Care Services	29	0.37
Ambulatory Services	4	0.61	Ambulatory Services	8	0.10
General Medical and Surgical Hospitals	2	0.31	General Medical and Surgical Hospitals	185	2.38
Psychiatric and Substance Abuse Hospitals	0	0.00	Psychiatric and Substance Abuse Hospitals	0	0.00
Other Hospitals	0	0.00	Other Hospitals	0	0.00
Nursing and Residential Care	1	0.15	Nursing and Residential Care	13	0.17
Individual and Family Services	12	1.84	Individual and Family Services	44	0.57
Community Relief Services	0	0.00	Community Relief Services	0	0.00
Vocational Rehabilitation	1	0.15	Vocational Rehabilitation	5	0.06
Child Care Services	1	0.15	Child Care Services	8	0.10
Performing Arts	2	0.31	Performing Arts	12	0.15
Spectator Sports	0	0.00	Spectator Sports	0	0.00
Performing Arts/Sports Promoters	1	0.15	Performing Arts/Sports Promoters	2	0.03
Agents and Managers	0	0.00	Agents and Managers	0	0.00
Indpendent Artists/Writers/Performers	0	0.00	Indpendent Artists/Writers/Performers	0	0.00
Museums, Zoos, Historical Sites	2	0.31	Museums, Zoos, Historical Sites	4	0.05
Amusement, Gambling, and Recreation	11	1.69	Amusement, Gambling, and Recreation	1,063	13.68
Fitness Centers	6	0.92	Fitness Centers	35	0.45
Accomodations	15	2.30	Accomodations	1,857	23.90
Food Services and Drinking Places	41	6.30	Food Services and Drinking Places	514	6.62
Repair and Maintenance Services	18	2.76	Repair and Maintenance Services	75	0.97
Personal Care Services	29	4.45	Personal Care Services	105	1.35
Death Care Services	0	0.00	Death Care Services	0	0.00

Religious/Civic/Professional Organizations	22	3.38
Public Administration	29	4.45

Religious/Civic/Professional Organizations	50	0.64
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Total Employees by Occupation(2019)		
	TOTAL	%
Executive, Managers, and Administrators	600	7.72
Protective Services	206	2.65
Farming, Forestry, and Fishing	34	0.44
Business and Financial Operations	123	1.58
Computer and mathematical occupations	36	0.46
Architecture and engineering	59	0.76
Life/Physical/Social Science occupations	19	0.24
Community and Social Services	95	1.22
Legal	15	0.19
Education/Training/Library	298	3.84
Health Diagnosing and Treating Practitioners	261	3.36
Health Technologists/Technicians	114	1.47
Healthcare support	163	2.10
Food Preparation/Serving	1,433	18.45
Building and Grounds maintenance	458	5.90
Personal care and service	362	4.66
Sales	869	11.19
Office and Administrative support	973	12.52
Construction and Extraction	358	4.61
Installation/Maintenance and Repair workers	258	3.32
Production Workers	473	6.09
Transportation Workers	236	3.04
Material Moving	171	2.20

Source: Applied Geographic Solutions, 2019

2020 - 2023

STRATEGIC

PLAN



MESQUITE REGION
ECONOMIC DEVELOPMENT



ABOUT US

Mesquite Region Economic Development is the leading organization in expanding our local economy. Unifying visions, goals and plans, and actively pursuing opportunities that will enhance the quality of life for all residents. MRED is governed by a board of directors that consist of business and community leaders who believe in Mesquite Region Economic Development's vision, mission, and values.

VISION

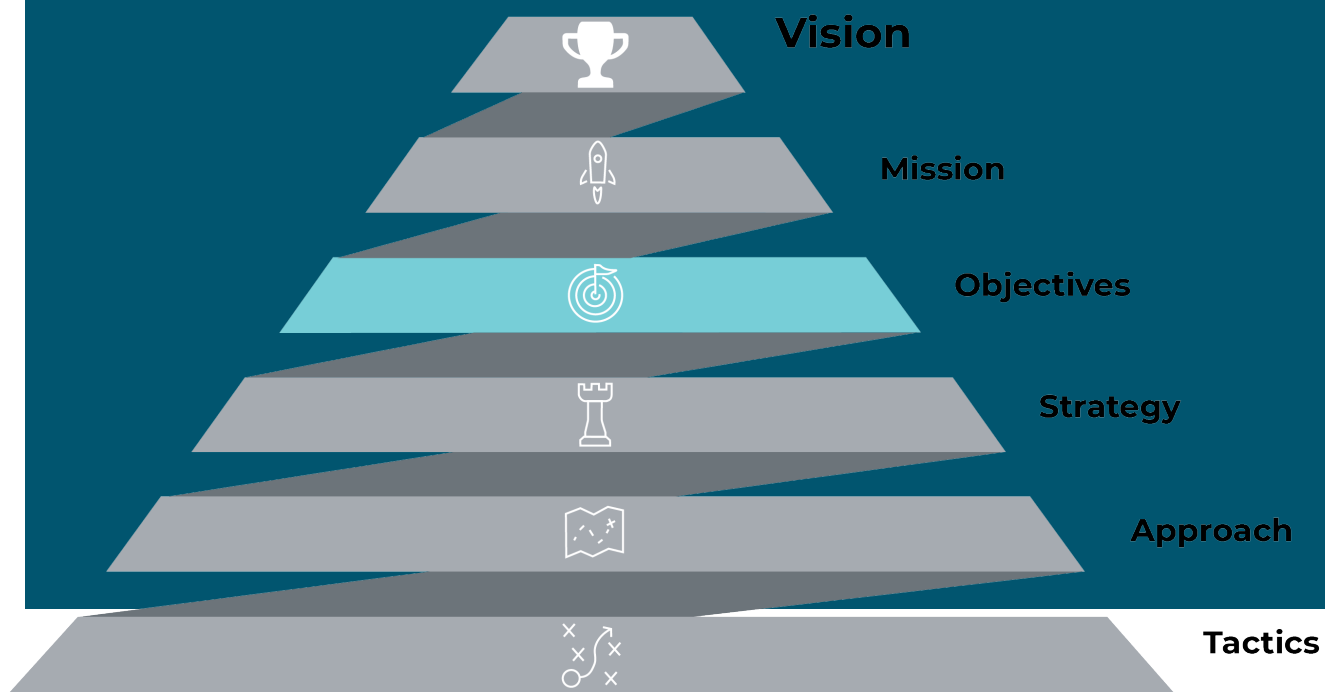
Promote balanced growth of business and industry in the Mesquite region.

MISSION

Strategically grow Mesquite's economy through business attraction, retention and expansion, and provide support for workforce and community development.

2020:

OBJECTIVES



Our objectives are benchmarks to achieve within the next few years. Defining what success looks like lets us know we are on the path to achieve our mission and realize our vision. Identifying our objectives allow us to measure the overall health and impact of our strategic initiatives.

OBJECTIVE 1: ATTRACTION

**OBJECTIVE 2: RETENTION AND EXPANSION, &
ENTREPRENEURIAL GROWTH**

**OBJECTIVE 3: WORKFORCE DEVELOPMENT &
ATTRACTION**

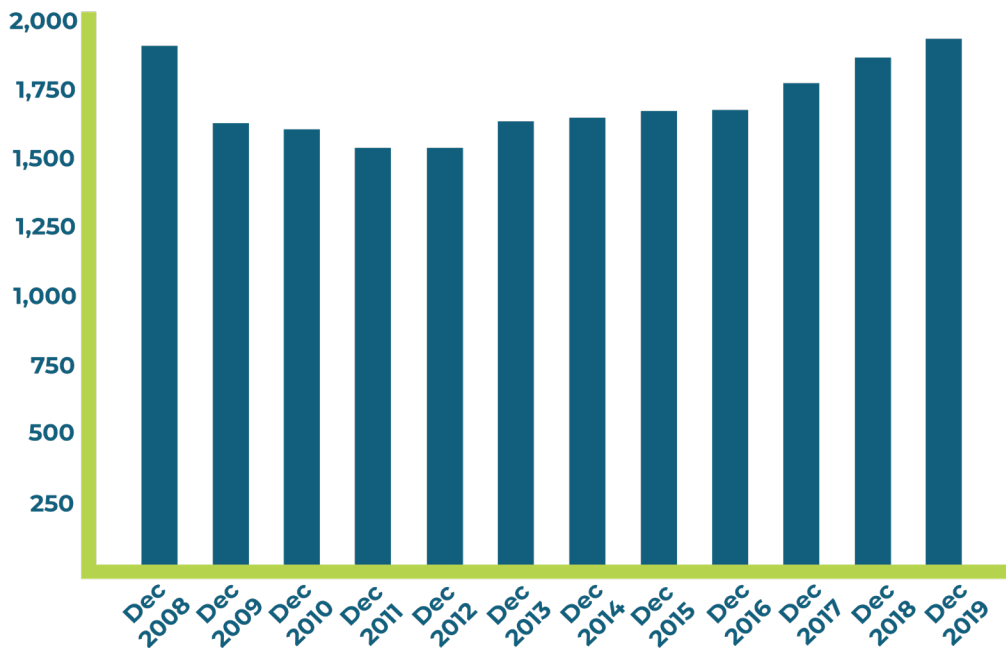
OBJECTIVE 4: COMMUNITY DEVELOPMENT

STRATEGY



STRATEGY FOR OBJECTIVE 1: ATTRACTION

Number of Total Business Licenses



2020-2022 Attraction Strategies

- Place workforce housing attraction as our top priority.
- Concentrate outreach efforts on growing companies located in California.
- Use LinkedIn Premium to more effectively connect with business decision-makers.
- Work with Southwest Gas to reach expanding businesses who are large natural gas users.
- Target small businesses 1-50 employees .
- Develop / strengthen relationships with key site selectors and local real estate executives.
- Strengthen relationship with the Las Vegas Global Economic Alliance and surrounding municipality Economic Developers.
- Work with community members and reach out to any business contacts they have.

Target Industries

- Workforce Housing
- Manufacturing
- Warehousing & Distribution

How We'll Measure Success

-  Number of assisted jobs
-  Average wage of jobs
-  Number of prospect visits to the Mesquite Region
-  New leads
-  Amount of capital investment into the Mesquite Region.

STRATEGY FOR OBJECTIVE 2: RETENTION AND EXPANSION, & ENTREPRENEURIAL GROWTH



2020-2022 Retention, Expansion, & Entrepreneurial Growth Strategies

- Build connections between businesses and state resources.
- Inform businesses and individuals of our office resources and what the Small Business Development Center can do for them.
- Be responsive when working with businesses; springing into action to resolve issues and eliminate barriers to doing business.
- Work with the Las Vegas Global Economic Alliance Retention and Business Expansion program and coordinate company visits from their staff.
- Be an active Mesquite Chamber Member taking advantage of networking and social events to develop relationships with local business leaders.
- Provide space in our office and resources for the Small Business Development Center.

How We'll Measure Success

-  Number of meetings with local businesses.
-  Number of Businesses assisted.
-  Local business feedback.

STRATEGY FOR OBJECTIVE 3: WORKFORCE DEVELOPMENT & ATTRACTION



2020-2022 Work Force Development & Attraction Strategies

- Substantially grow the number of workforce housing units in Mesquite.
- Educate businesses on the advantages of offering employee certification training with our partners at CSN and the Division of Workforce and Economic Development.
- Promote individuals to further their training and education by obtaining certificates of completion in over 100 offerings with our partners in the Division of Workforce and Economic Development at the CSN.
- Work as a team player with Mesquite Works, CSN, and the One Stop, on implementing programs to develop the necessary skills employers need.
- Work with CSN to grow the number of Mesquite high school students graduating with an associate's degree.

How We'll Measure Success



Number of new multi-family and workforce housing units built.



Number of new jobs.



Growth of higher education class offerings at our local CSN office.

STRATEGY FOR OBJECTIVE 4: COMMUNITY DEVELOPMENT

2020-2022 Community Development Strategies

- Work on Downtown Development.
- Provide assistance to projects and functions that will bolster recreational and sports tourism.
- Assist businesses in acquiring RDA funds.
- Be as an involved member of the Chamber, MORF, MREA, and other local organizations.
- Maintain consistent hours of operation at our office for businesses, and the public.
- Partner with Mesquite Works and host Job Fairs.

How We'll Measure Success



Number of job fairs hosted



Number of community events and meetings with representation.

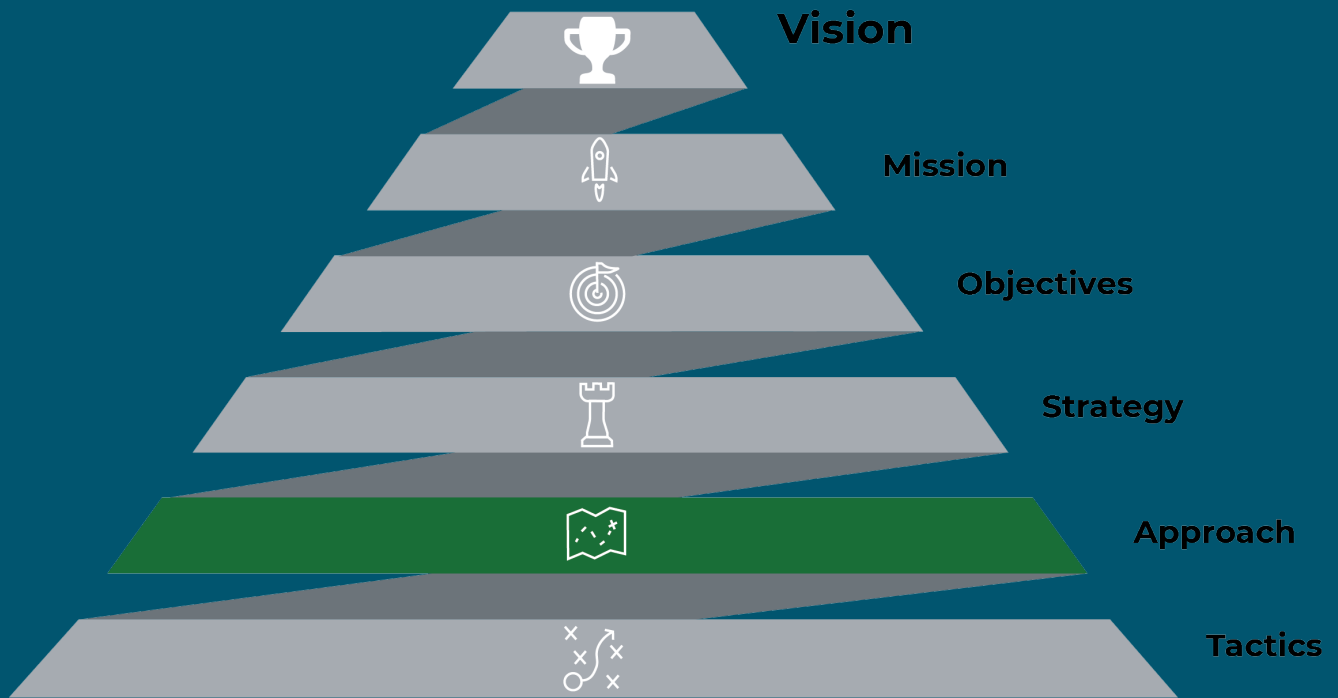


Utilization of RDA funds



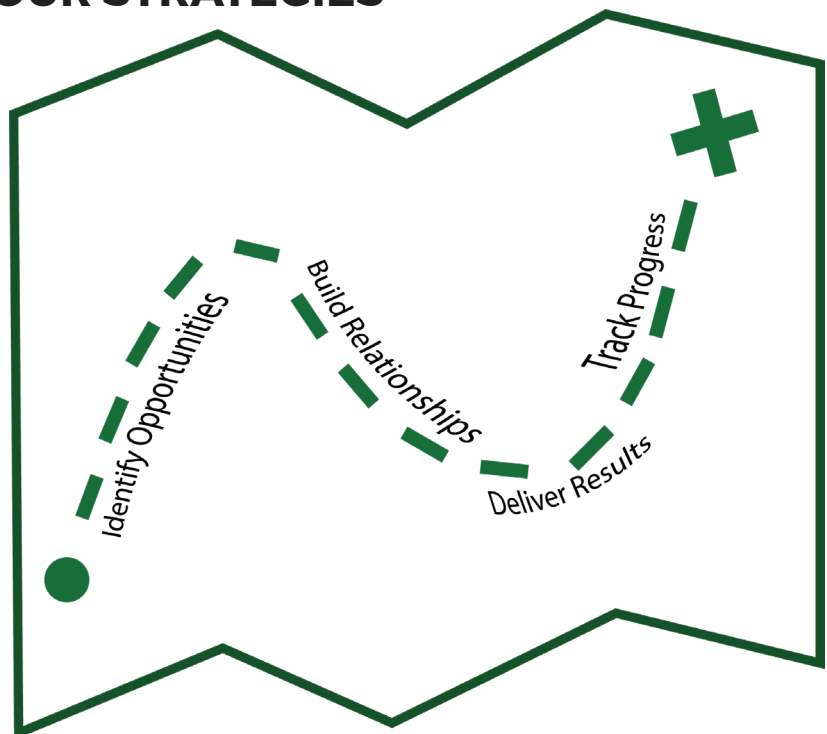
Bolier Photography

APPROACH



MESQUITE REGION ECONOMIC DEVELOPMENT'S APPROACH TO OUR STRATEGIES

- Identify Opportunities
- Build Relationships
- Deliver Results
- Track Progress



TACTICS

2020 STRATEGIC PLAN



MESQUITE REGION ECONOMIC DEVELOPMENT'S TACTICS

Our tactics are the final, and smallest pieces of our strategic plan, but by no means the least necessary.

Our tactics are focused initiatives, projects, and programs that allow our organizations to execute our strategic plan as defined by the approach.

For each strategy bullet point listed for objectives 1-4 our tactics spell out ways to identify opportunities, build relationships, deliver results, and track progress .

For more information on these tactics please visit our office.



OUR BOARD OF DIRECTORS

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MESQUITE REGION

ECONOMIC DEVELOPMENT

MESQUITE REGION ECONOMIC DEVELOPMENT

11 West Pioneer Boulevard, Suite A

Mesquite, NV 89027

Office: (702) 344-5500

www.choosemesquite.com



Technical Review Meeting Agenda Item Report

Submitted by: Tysha Blaber
Submitting Department: Public Works
Meeting Date: January 19, 2021

Subject:

Consideration of Bid Award for the 2020 Mesquite Street Reconstruction Project - Kitty Hawk Drive Improvements.

- Public Comments
- Discussion and Possible Action

Recommendation:

Award the 2020 Mesquite Street Reconstruction project - Kitty Hawk Drive to Mesquite General Contracting Inc. for \$1,523,729.12

Petitioner:

Travis H. Anderson, Public Works Director

Is this a budgeted item?

Yes

Fiscal Impact:

Project Cost: \$1,523,729.12

Budgeted in GL Account 45-40-771 (Capital Projects) fund.

All funds for this project will be reimbursed back to the City of Mesquite by the Regional Transportation Commission of Southern Nevada.

Background:

Public Works opened bids on January 12, 2021 for the 2020 Mesquite Street Reconstruction Project – Kitty Hawk Drive. Bids were submitted by Sunroc Corporation, Las Vegas Paving Corporation and Mesquite General Contracting Inc.

Public Works recommends awarding the bid to the lowest responsible bidder (Mesquite General Contracting Inc.) for a total of \$1,523,729.12.

The 2020 Mesquite Street Reconstruction Project – Kitty Hawk Drive Improvements consists of roadway improvements including asphalt removal and replacement, new sidewalk, new street lights, new pavement markings and new storm drain system.

Attachments:

- [Bid Abstract.pdf](#)
- [Bid Opening Tabulation sheet.pdf](#)
- [Bid Submittal Sheet.pdf](#)

- [BidSpecifications_KittyHawkDrive_Dec20.pdf](#)
- [KittyHawk_AddendumNo1_29Dec20.pdf](#)
- [KittyHawk_AddendumNo2_07Jan21.pdf](#)
- [Las Vegas Paving Corporation Proposal.pdf](#)
- [Sunroc Corporation Proposal.pdf](#)
- [Mesquite General Contracting Inc. Proposal.pdf](#)

Mesquite City Council Meeting 1/26/21

Introduction

Good evening,

I'm am Mike Jackson Executive Director of Southern Nevada Transit Coalition (SNTC). Some of you may have known Debbie Dauenhauer, our former Executive Director, I was the Assistant Executive Director (silent partner) with Deb since 2003. Deb is still with us; she is our Chief Financial Officer and semi-retired. With me today is our Director of Operations, Anna Talamo, and our Operation Supervisor Dominick Leone.

I included in your packet an information booklet for those of you that are not familiar with SNTC. Just to quick summary of SNTC, we are a nonprofit 501(c)3. We are a sub-recipient of federal grants through NDOT and the RTC is our match provider. We have 3 operations, our locations are here in Mesquite, Boulder City, and Laughlin which serves the rural communities of Clark County.

SNTC is proud to be a partner with the City of Mesquite. I personally have worked with several public works departments and cities. The City of Mesquite's public works is the most professional and the very best to work with; thank you.

Since before the Pandemic. We have been reviewing our service and looking at ways to make it better. I had started to meet with several residence of Mesquite that are riders of our public transportation, we also received input from the City and City Council.

The big 3 items that we all felt needed addressed were:

1. Old buses, we are currently operating fixed route with 2010 Chevrolet cutaway buses with almost 400,000 miles.
2. Bus shelters, lack of infrastructure.
3. Need for additional route and new route design capturing needed areas for growth.

We are proactively addressing all three areas. I have provided our schedule of implementation and I will summarize each item.

Schedule of Implementation

TASK	ASSIGNED TO	PROGRESS	START	END
Vehicle Builds:				
Bus Build Arboc		50%	2/1/21	3/15/21
Creative Bus Pre-Delivery and Paint		60%	3/19/21	4/2/21
SNTC Acceptance and Pre-Service		50%	4/3/21	4/10/21
IN SERVICE		25%	4/11/21	4/11/21
Route Planning:				
City of Mesquite Team Meeting		100%	12/17/20	12/17/20
City Council Meeting Mesquite		50%	1/26/21	1/26/21
Town Board Meeting - Bunkerville			2/4/21	2/4/21
Advertise Public Notice			2/5/21	2/5/21
Public Hearing Meeting - Mesquite			3/9/21	3/9/21
Public Hearing Meeting - Bunkerville			3/4/21	3/4/21
Final Route Design and Mesquite Team Meeting			3/18/21	3/18/21
New Route Start			4/11/21	4/11/21
Staffing:				
Recruitment		1%	12/20/21	2/15/21
Interviews		1%	2/15/21	2/28/21
Training			3/15/21	4/11/21
Shelters:				
Mesquite Blvd			1/1/21	6/1/21
Riverside Rd		TBA		
Pole Stops:				
333			3/18/21	4/11/21
444			3/18/21	4/11/21

New Buses

SNTC applied for a 5339 grant with NDOT for the replacement of three ARBOC low floor cutaways (current vehicles). NDOT awarded us \$462,368 and RTC agreed and budgeted for the match of \$69,355. We are experiencing some delays and are looking at delivery of the three new ARBOC low floor cutaways the beginning of April. These buses will resemble the existing buses with upgrades. We have had great success with these vehicles in the Mesquite service area.

Bus Shelters

One of the big concerns is the lack of bus shelters. This lack of infrastructure in Mesquite has been the reason some residents do not even know there is fixed route public transit service available. Bus shelters are the best form of outreach for public transit. In working with the city, Travis contacted RTC and was able to secure funding for the first phase. It is currently in the bidding stage. The first phase will be on the well establish Mesquite Boulevard part of the route. Once the bid is completed, we will be able to identify additional funding needs required to expand. At that time SNTC will apply for 5339 funding for the additional identified requirements. SNTC will provide the ongoing servicing for these bus shelters once installed. We currently provide this service in Laughlin.

Route Design

With the input from the public and the help from Sandra Raymaker, we were able to address all the needs that were tasked. Route 333 will now service some additional areas it was not previously servicing and will no longer service Bunkerville (see the Route 333 attachment). Route 444 will go to Bunkerville and will serve the new development of Mesquite (see the Route 444 attachment).

Route 333

The map displays Route 333 as a blue line with yellow arrows indicating the direction of travel. The route begins at the Mesquite Ground (marked with a red X) and proceeds clockwise through the following locations: Silver Rider, Public Works, Mesquite PD, OPD, PrimeX, Rock Springs II, Eureka, Virgin River Hotel And Casino, Smiths, Golden West, City Hall, Maverick, Los Loupes, America Frist Credit Union, Wells Fargo, Mega Plex, Casablanca, Wal-Mart, Imart Supercenter, Hospital, Lees Liquor, Wedgies, Bluffs Apts, Senior Center, and W Pioneer Blvd. The route also passes near Lee's Discount Liquor, Mega Plex, Wells Fargo, America Frist Credit Union, Los Loupes, City Hall, Maverick, Smiths, Golden West, Senior Center, Bluffs Apts, Wells Fargo, Mega Plex, Casablanca, Wal-Mart, Imart Supercenter, Hospital, Lees Liquor, Wedgies, Bluffs Apts, Senior Center, and W Pioneer Blvd. Major roads like I-15 and Riverside Rd are also shown.

ROUTE 444

Map showing the route of Route 444 in Bunkerville, NV. The route is marked with a blue line and yellow arrows indicating direction. Key locations and landmarks along the route include:

- I-15 Exit Flying J Truck Stop
- Pioneer Rd
- Kokopelli Landscaping
- Star Nursery
- Commence Center
- Do It Best Lumber
- Deep Roots
- Mesquite Ford
- Mesquite Gaming
- Casa Blanca
- Wal-Mart (Recovery Point)
- Oasis RV Park
- Wells Fargo
- Family Dollar
- VET Clinic
- Riverside Commercial Center
- Riverside Rd
- Playoffs
- AFCU
- The Plaza Hardware
- Ace City Hall
- Brickyard West
- Golden West
- Maverick
- Bunkerville Community Center
- Post Office

The Virgin River is shown flowing through the area.

Public notices

FTA requires public notice to the public when there is a reduction in service. In our case we are not reducing, we are expanding service. We have chosen to continue with the public notice process to better inform the public. We will be advertising the notice dates and performing outreach to make these changes a success. We will also provide notice that April 11, 2021 is our target day to start the new routes and release the new buses. We are going to make it a “free ride day” for anyone that would like to ride the bus.

Conclusion

Apologies for a lengthy report. We plan on attending the City Council meetings in the future on a quarterly basis. We will supply ridership info and any updates in our quarterly reports.

Submitted
Mike Jackson – Executive Director



Technical Review Meeting Agenda Item Report

Submitted by: Tracy Beck
Submitting Department: City Clerk
Meeting Date: January 19, 2021

Subject:

Mayor's Comments and Reports

Recommendation:

Petitioner:

Tracy E. Beck, City Clerk

Is this a budgeted item?

No

Fiscal Impact:

None.

Background:

Attachments:

-



Technical Review Meeting Agenda Item Report

Submitted by: Tracy Beck
Submitting Department: City Clerk
Meeting Date: January 19, 2021

Subject:

City Council and Staff Comments and Reports

Recommendation:

Petitioner:

Tracy E. Beck, City Clerk

Is this a budgeted item?

No

Fiscal Impact:

None.

Background:

Attachments:

-



Technical Review Meeting Agenda Item Report

Submitted by: Richard Secrist
Submitting Department: Development Services
Meeting Date: January 19, 2021

Subject:

Consideration of Introduction of Bill B21-001 as Ordinance B21-001, a staff-initiated amendment to Mesquite Municipal Code Title 9- the City's Zoning Ordinance. The proposed amendments would provide or amend several definitions including private kennels, thrift stores, and breweries/ brewpubs, and provide for these uses within appropriate zoning districts. The proposed amendments also delete the use table, and will use the descriptions of the individual zoning districts to list permitted and conditional uses. The amendments also propose to move a section regarding special setbacks from freeways and drainage canals to a more conspicuous place in the code.

- Public Comment
- Discussion and Possible Action

Recommendation:

Introduce Bill B21-001, read by short title, set Public Hearing and consideration of adoption for February 9, 2021 at 5:00 pm.

Petitioner:

Richard Secrist, Development Services Director

Is this a budgeted item?

No

Fiscal Impact:

None

Background:

This amendment would add additional definitions and provide for kennels, thrift stores, alcoholic beverage production facilities in appropriate zoning districts. Other minor amendments and clarifications, including elimination of the zoning use table (Table 9-7:2) are proposed to improve the organization and readability of the code.

The four types of changes included in this amendment are:

- * Update the zoning Use Table to reflect new allowed uses already approved by ordinance.

- * Add new and revised definitions based on staff review of the code.
- * Add newly defined uses to appropriate zoning districts.
- * Amend the code to reflect “use interpretations” made by the zoning administrator over the years.

Attachments:

- [2020 Code Cleanup Council Memo draft.docx](#)
- [2020 cleanup code amendment ord draft.docx](#)



MEMO

Date: January 26, 2021 –Introduction
February 9, 2021- Public Hearing

To: Mayor and City Council

From: Richard Secrist, Development Services Director
Dan Catron, Senior Planner

RE: Proposed Code Amendment to Add and Amend Definitions, Delete the Use Matrix Table (Table 9-7:2), Adjust the Uses Allowed in specific Zoning Districts, and Other Adjustments to Improve the Readability of the Code.

Development Services is proposing to make several “clean-up” amendments to the City's zoning ordinance. Most of the proposed amendments address subjects that are not adequately addressed within the code. The proposed amendments provide or amend several definitions including private kennels, thrift stores, and breweries/ brewpubs, and provide for these uses within appropriate zoning districts. The amendments also propose to remove the use table (Table 9-7-2). Permitted and conditionally permitted uses in each zoning district would be listed in the zoning code text for those districts. An uncoded version of the table would be available to the public for convenient reference purposes.

Analysis

Definitions

A number of definitions are proposed to be added or amended, and several minor provisions are added for clarity. The following are the most substantial amendments to the definitions section:

Accessory Dwelling Unit. There is no existing definition in the code, other than the provisions of MMC 9-8-1-A. This definition is added to define what constitutes an accessory dwelling unit in contrast to a casita or duplex.

Airport Zones. Basic safety zone designations from Federal Aviation Regulations are proposed to be adopted as part of the definition of “Airport Zones” (which refers to airport safety zones rather than land-use zones). The current land-use zoning of the Mesquite Airport is *Public Facility* (PF). MMC

Section 9-8-3.A provides that aviation fields and airports may be permitted subject to the issuance of a conditional use permit. This section also provides that “plans of any aviation field or airport shall include all approach and departure paths as necessary to assure safe and adequate landing and takeoff area, and shall be supplemented by an aeronautical study by the local airport district office of the federal aviation agency (FAA).” Nevada law does not clearly delineate airport safety zones, but makes reference to Federal safety zone standards and standards from other states. The proposed amendment would reference Federal (FAA) definitions and standards for safety zones to be used in any evaluation of development proposals around the airport.

Alcoholic Beverage Production. The proposed amendments would add definitions for brew-pubs and other facilities that produce alcoholic beverages. Staff has endeavored to make these descriptions consistent with State of Nevada definitions. Definitions are provided for *brew-pub*, *craft distillery*, *estate distillery*, and *instructional wine-making facility*, which are all specifically addressed in State law. Large production breweries and wineries are proposed to be treated as essentially industrial uses.

Assisted Living Facility. This term is proposed to be defined consistent with state law (NRS Chapter 449).

Casita. This term is proposed to be defined in contrast to the term *Accessory Dwelling Unit*. In general, casitas do not include cooking facilities and cannot be used as a separate dwelling unit.

Family. The definition of family can be important in certain situations, and can be legally complex. The definition proposed by staff is lengthy, but has been upheld by the courts. The proposed definition provides a “rebuttable presumption” that groups of five or more unrelated individuals do not constitute the functional equivalent of a traditional family, but that an applicant may appeal the presumption to the Development Services Director for a case-by-case determination of whether the specific group of persons living together constitutes a ‘family’ based on specific considerations.

Height of Building. This definition is proposed to be amended to apply with regard to different roof types.

Hobby Kennels. Staff is proposing to add private “Fancier/ Breeder Kennel” as a use type. A Fancier Kennel is a home or other non-commercial facility that may support between 4 and 6 animals (dogs or cats). Staff has kept the definition consistent with the provisions of Title 10- Animal Control. Operation of a Dog Fancier or Cat Fancier kennel requires the issuance of a permit issued by the City’s Animal Control Officer. The current fee for a Dog or Cat Fancier permit is \$25

Lot, Front Line. Staff is proposing to clarify this definition for corner and through lots, and provide administrative flexibility for unusual situations. Residential corner lots adjacent to streets of unequal classification shall access the street designed to carry a lower traffic volume per MMC 9-9-6-F. The definition provides that the Development Services Director shall make the final determination as to which line constitutes the front line.

Manufactured Home. This definition is proposed to be amended to provide for specific minimum standards for manufactured homes, and to clarify that the term does not include recreational vehicle trailers. The definition specifies the criteria required to designate a structure as a manufactured home.

Manufactured homes (including modular homes) are considered single-family detached dwellings, and are permitted in the A, RE, and SF zoning districts subject to the requirements of MMC 9-8-7.A.3.. “Mobile Home Estates” and “Mobile Home Parks” are considered specific use types that are allowed with a conditional use permit in the MH zoning district.

Modular Home. A modular home is a form of manufactured home that may not meet all of the criteria to be designated as a “Manufactured Home”. A designated “manufactured home” typically consists of two parallel sections combined to form a dwelling unit. The term “modular home” may be used to describe other forms of pre-manufactured housing.

Patio Covers. This definition is amended to remove references to the height of the structure. The height of the cover will be determined and regulated as an accessory structure.

Second-Hand Merchandise Store. As opposed to a Thrift Store, a Second Hand Merchandise Store is defined as an establishment that buys and sells used merchandise, but does not accept donations from the general public. Examples include antique stores, estate jewelry sales, and music stores. The definition also excludes other specific types of uses that are defined and regulated elsewhere in the code.

Thrift Stores. Staff is proposing to differentiate between Thrift Stores and Sales of Second-hand Merchandise. A Thrift Store is defined as an establishment that accepts donations of items from the general public for resale. Thrift Stores are often operated as a revenue generator by non-profit organizations (e.g. Goodwill, Salvation Army). Thrift Stores are proposed to be differentiated from Second-hand Stores because of the potential impacts caused by the presence of donation drop-off facilities. Drop-off facilities have the potential to be used for illegal dumping and can cause negative impacts on surrounding properties.

Variance. This definition is amended to clarify that variances are for exceptions to dimensional development standards such as setbacks or lot coverage, and are not granted for uses that are otherwise not allowed in the zone.

Elimination of Table 9-7-2

Table 9-7-2, Use Matrix, is proposed to be eliminated from the Municipal Code. The table would continue to be available to the public as an un-codified reference document. Permitted and conditionally permitted use types are listed in the zoning code text for each zoning district, and this change would simplify code amendments in the future by listing zoning district regulations in only one place. The 20-page table would then not need to be reproduced to make minor amendments to zoning district regulations.

Amendments to Zoning Districts. Staff is also proposing to allow certain new uses within zoning districts as follows:

- Add *Assisted Living* as a permitted use in the MF1 through MF4 zoning districts and in the CR-2 and CR-4 zoning districts. Also added *Assisted Living Facility* as a conditional use in the *Single Family* (SF) zoning district.
- Add *Brewpub* as a conditionally permitted use in the CR-2 (*General Commercial*), CR-3 (*Central Business District*), and HT (*Hotel-Tourist*) zoning districts.
- Add *Kenel, Fancier/Breeder*, as a permitted use in the *Agriculture (A)*, *Residential Estate* (RE-1 through RE-3), and *Single Family* (SF) zoning districts.
- Add *Second-Hand Merchandise Sales* as a permitted use in the CR-2 and CR-3 zoning districts; and add *Thrift Stores* as a conditional use in the CR-2, CR-3, and IR-1 zoning districts;

Move Section 9-8-2-C.7.a

Section 9-8-2-C.7.a specifies a 50-foot special setback for residential buildings from freeways and drainage channels. This section can be difficult to locate in the code and has surprised some developers. Staff is proposing to re-codify the requirement, inserting it into the code as a new Section 9-8-6. This section number was previously used in the code, but was repealed in 2001. This amendment would re-use the section number and make the setback requirement more conspicuous within the code.

Findings:

Section 9-5-2 of the Municipal Code sets forth the requirements for amending the Unified Development Code. The section requires that the City Council make specific findings when acting to amend the development code. Staff suggests that the following findings can be made in support of the proposed amendments:

Consistency with Master Plan. The proposed addition of new definitions for terms previously undefined or where additional clarification is needed would be consistent with the goals and policies of the Mesquite Master Plan. The proposed amendments provide information and regulation of topics that citizens have raised with staff. Staff considers all of the proposed amendments to be consistent with the City's Master Plan.

Promotes The Purpose of the Development Code. The proposed development code amendments will not adversely impact the public health, safety or welfare, and will promote the original purposes and intent of the development code. The proposed amendments add clarity to the code and provide zoning regulations for previously unlisted uses.

Responds to Changed Conditions. The proposed development code amendment responds to changed conditions that have occurred since original adoption by the city council, and the requested amendment allows for a more desirable use and management of land within the land use and zoning districts. The proposed amendments address topics and uses not previously dealt with in the code.

Recommendation:

Staff recommends that the City Council introduce the proposed amendments, and set a public hearing date for February 9, 2021.

Attachments:

1. Draft Ordinance

BILL NO. B21-001

ORDINANCE NO. 21-001

AN ORDINANCE AMENDING MESQUITE MUNICIPAL CODE TITLE 9 UNIFIED DEVELOPMENT BY AMENDING CHAPTER 2 TO ADD VARIOUS DEFINITIONS; ADDING CAT AND DOG FANCIER DEFINITIONS AND ZONING TO CERTAIN ZONING DISTRICTS, CLARIFYING DEFINITIONS FOR THRIFT AND SECOND-HAND STORES, DELETING TABLE 9-7:2; AND OTHER MATTERS PROPERLY RELATED THERETO.

WHEREAS, the City of Mesquite is one of the fastest growing communities in the State of Nevada; and,

WHEREAS, it is reasonable and appropriate for the City of Mesquite to review and revise the regulations for the purpose of promoting the health, safety, morals or general welfare of the present and future inhabitants of Mesquite; and,

WHEREAS, the Mesquite City Charter, Article II, Section 2.080 authorizes the City to regulate businesses and trades within the City of Mesquite; and

WHEREAS, it is reasonable and appropriate to amend the Mesquite Municipal Code from time to time; and

WHEREAS, Staff has identified a number of definitions that need to be added, clarified or amended; and,

WHEREAS, Staff has identified a number of land-uses that would be appropriate to add to the municipal code;

NOW, THEREFORE, the City Council of the City of Mesquite, Nevada, does ordain:

Section 1: Mesquite Municipal Code Title 9, Chapter 2, Section 2, is hereby amended to add certain definitions, as follows:

9-2-2: TERMS DEFINED:

For the purpose of these regulations, the following terms, words and their derivations and phrases shall have the following meanings.

If any words and phrases are not defined by these regulations, but are defined in state or federal laws, the state or federal law definition shall apply.

ADA: The Americans with disabilities act.

ACCESS ROAD: Any roadway available to the public which provides access between a publicly dedicated or owned thoroughfare and the entrance or operating area of a facility.

ACCESSORY BUILDING OR USE: A building or use customarily incident to the primary building or use on the same lot or parcel.

ACCESSORY DWELLING UNIT: A habitable dwelling unit added to, created within, or detached from and on the same lot with a single-family dwelling that provides basic requirements for living, sleeping, eating, cooking, and sanitation. An accessory dwelling unit is subordinate to the primary dwelling unit on a lot intended for single-family residential use. An accessory dwelling unit is subject to compliance with the restrictions and regulations of MMC 9-8-1-D.

ADEQUATE PUBLIC FACILITIES: Storm water, water, wastewater, street, electric and telecommunications facilities at the minimum level of service established in this title.

ADJACENT: A lot or parcel of land that shares all or part of a common lot line with another lot or parcel of land.

ADMINISTRATIVE PERMIT: Any permit required for any type of development which may be approved by the zoning or building official or other employee of the city, including, but not limited to, building or occupation permits.

ADULT USES: Adult uses are those which are not open to the public generally but only to one or more classes of the public and excluding any minor by reason of age, a minor being a person under the age of eighteen (18) years. Adult uses involve specified sexual activities, including, but not limited to, adult bookstores, adult motion picture theaters, adult mini-motion picture theaters, adult massage parlors, adult saunas, adult rap/conversation parlors, adult health clubs, juice bars and adult cabarets, or similar adult uses.

AGRICULTURAL USE: Any use involved with the cultivation of the soil, production of plants or crops or the raising of livestock.

AIRPORT: Any landing area, runway or other facility designed, used or intended to be used either publicly or by any person or persons for the landing and taking off of aircraft, including all necessary taxiways,

aircraft storage and tie down areas, hangars and other necessary buildings and open spaces.

AIRPORT ZONES: Federal Aviation Regulations, Part 77, establishes the following airport safety zones:

- A. Horizontal surface
- B. Conical surface
- C. Primary surface
- D. Approach Surface
- E. Transitional surface

In general, no new uses or structures should be constructed or located within any of these zones without a complete evaluation of the project with regard to airport operations. See Section 9-8-3-A and 9-10-5-AA of this title.

ALLEY: A public way primarily designed to serve as secondary access to the side or rear of those properties whose principal frontage is on a public street.

AMUSEMENT ARCADE: Any establishment other than a hotel-casino which maintains five (5) or more coin operated amusement machines, excluding coin operated gaming devices.

ANIMAL ENCLOSURE AREA: Any area designed for the containment of animals, excluding: livestock grazing areas, terrariums, aquariums, small cages kept within the living area of a residence and fenced yards.

ANIMAL EXHIBIT: Any use wherein exotic or wild animals are kept in captivity for the purpose of public display with or without charge. Exhibits of this type typically display animals in temporary exhibits which are not representative of the animals' natural habitat. Animal exhibit shall not be interpreted to include zoos.

ANIMAL, EXOTIC OR WILD: An animal which is not of a species customarily used as a household pet, but one which would ordinarily be confined to a zoo, or one which would ordinarily be found in the wilderness of this or any other country, or one which otherwise causes a reasonable person to be fearful of bodily harm or property damage. Fish and birds are not included in this definition.

ANIMAL HOSPITAL: A place where animals or pets are given medical or surgical treatment and are cared for during the time of such treatment.

APARTMENT: Includes the following:

- A. Apartment, hotel: A facility offering transient lodging accommodation to the general public and where rooms or suites may include kitchen facilities and sitting rooms in addition to the bedroom.
- B. Apartment house: A structure containing three (3) or more dwelling units.
- C. Apartment, studio: One room and bath with or without cooking facilities, in a multiple dwelling.

APPLICANT: Any person requesting approval of any development application.

APPLICATION: A request for any development approval, including all required supplementary information.

ASSISTED LIVING FACILITY: In Nevada, the term "Assisted living facility" is synonymous with "Residential Facilities for Groups", and means an establishment that furnishes food, shelter, assistance, and limited supervision to a person with an intellectual disability or with a physical disability or a person who is aged or infirm, have physical or other disabilities, or have chronic illnesses. The term does not include:

- (a) An establishment which provides care only during the day;
- (b) A natural person who provides care for no more than two persons in his or her own home;
- (c) A natural person who provides care for one or more persons related to him or her within the third degree of consanguinity or affinity;
- (d) A halfway house for persons recovering from alcohol or other substance use disorders; or
- (e) A home in which community-based living arrangement services or supported living arrangement services are provided by a provider of such services during any period in which the provider is providing the services. (NRS 449.017).

(See NRS Chapter 449 for State regulations and licensing requirements.)

ATTENTION GAINING DEVICES: Any streamers, flags, wheels, propellers, bunting or other artificial devices, figures, shapes, colors, sounds, lights and exhibits, live, animated or still, intended for attracting attention of passersby.

AUTO WRECKING: The collecting, dismantling or wrecking of used motor vehicles or trailers, or the storage or sale of dismantled, partially dismantled, obsolete or wrecked motor vehicles or their parts.

AUTOMOBILE OR TOURIST COURT: A group of two (2) or more detached or semidetached buildings (including groups designated as auto courts, motels or motor lodges) containing individual dwelling or sleeping units furnished with a garage attached or parking spaces conveniently located to each unit, with a daily maid service, a daily linen service, on site maintenance and a resident manager, designed for or used on a daily basis by automobile tourists or transients. Ten percent (10%) of rooms may be designated for a stay up to but not exceeding twenty eight (28) days. A twenty four (24) hour security guard, separate from the resident manager, will be required for all motels having fifty (50) units or more. RV parking is not allowed unless RV specific parking is provided.

AUTOMOBILE, TRUCK AND/OR TRAILER SALES LOT: An open area used for display, sales and/or rental of new or used automobiles, trucks or trailers, but where no repair, repainting or remodeling is done.

AVIARY: A house, large cage or enclosure for keeping and rearing of birds in confinement.

BANQUET FACILITY: An establishment that is rented by individuals or groups to accommodate private functions such as banquets, weddings, anniversaries, and other similar celebrations. Such a use may or may not include: a) kitchen facilities for the preparation or catering of food; b) the sale of alcoholic beverages for on premises consumption only during an event; and c) outdoor gardens or reception facilities.

BASEMENT: A story completely or partly underground.

BICYCLE LANE: That portion of an existing roadway designated and marked by pavement markings or signing for the specific use of nonmotorized bicycles.

BLOCK: A parcel of land bounded by streets or by streets and a natural or artificial barrier.

BOARD: The zoning board of adjustment ("ZBA"), an officially constituted body whose principal duties are to hear appeals and, where appropriate, grant variances from the strict application of these regulations.

BOARD AND CARE FACILITY: See Assisted Living Facility

BOARDING HOUSE: A dwelling unit or part thereof in which, for compensation, lodging and meals are provided; personal and financial services may be offered as well.

BREEZEWAY: Any structure connecting two (2) buildings and with a roof in keeping with the design and construction of the main building.

BREW PUB: An establishment which manufactures malt beverages and sells those malt beverages at retail pursuant to the provisions of NRS 597.230. (NRS 597.200)

BREWERY, PRODUCTION: Facilities which produce ales, beers, meads, hard ciders, and/or similar beverages on site, and sells/distributes its product through a wholesale dealer as defined by NRS 597.150. The term includes production wineries.

BRIDGE: A structure, including supports, erected over a depression or an obstruction, having a track or passageway for carrying traffic or other moving loads, and having a clear span or multiple spans totaling twenty feet (20') or more, as measured in a horizontal plane along the centerline of the roadway.

BUFFER YARD: A strip of land established to protect one type of land use from another land use or to provide screening.

BUILDING: A structure which is permanently affixed to the ground, as provided by the building code, has a roof supported by columns or walls, and is used for housing or enclosure of people, animals or personal property.

BUILDING CODE: An adopted description of building and structural specifications adopted by the city.

BUILDING, PRINCIPAL: A building in which is the principal use of the lot on which it is situated.

BUILDING SETBACK LINE: A line specifically established which generally is parallel to and set back from a property line and which identifies an area into which no part of a building shall project (see "Exhibit 9-2.1: Building Setbacks" of this definition).

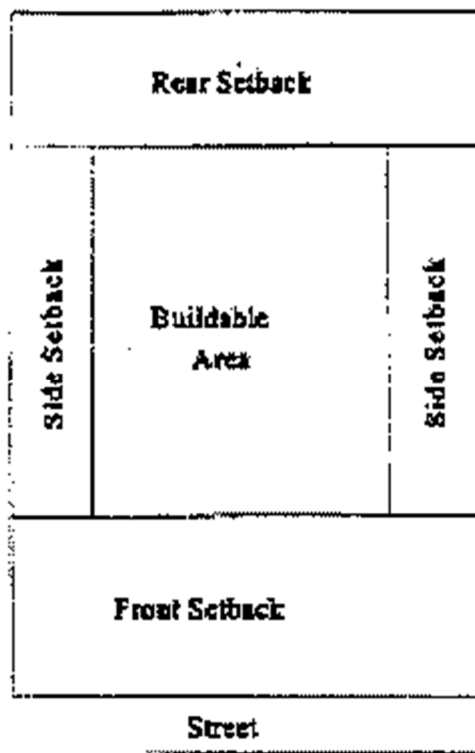


Exhibit 9-2.1: Building Setbacks

BULK REGULATIONS: Standards and controls that establish the maximum size of buildings and structures on a lot and the buildable area within which the building can be located, including coverage, setbacks, height, floor area ratio and yard requirements.

BUSINESS: Includes retail, commercial and industrial uses and districts, as herein defined.

CAPITAL IMPROVEMENT PROGRAM: A proposed schedule setting forth all proposed future capital facility projects in order of construction priority, together with cost estimates and the anticipated means of financing such projects which are required to implement the master plan.

CASITA (attached and detached). A casita is a room or suite of rooms constructed in conjunction with a primary single-family residence to which it is associated, to provide additional housing space for family members or visiting guests. A casita typically has its own outdoor access. A casita is distinguished from an Accessory Dwelling Unit (ADU) by lack of separate cooking facilities and restrictions on the use of the space. A detached casita is considered an accessory building, and an integral part of the primary single-family residence. A casita is not considered a separate dwelling unit.

CEMETERY: Property used for the interment of the dead.

CHECK CASHING SERVICE: Any person(s) engaged in the business of cashing checks for a fee, service charge or other consideration.

CHILDCARE FACILITY: An establishment operated and maintained for the purpose of furnishing care on a temporary or permanent basis during the day or overnight to five (5) or more children under eighteen (18) years of age, if compensation is received for the care of any of those children. A community residence is not a childcare facility.

CHURCH: Any building or structure regularly and primarily used as a place of worship, or other religious assembly, by any organized religious society, organization or congregation recognized by the 1986 federal tax code section 501(c), regardless of whether or not such building or structure was originally designed and constructed for such purpose.

CITY: The incorporated city of Mesquite, Nevada.

COMMENCEMENT OF CONSTRUCTION FOR BUILDING: When a valid building permit is issued, and the footings and foundation are placed in the ground.

Subdivisions: Field construction approved off site and grading plans.

COMMERCIAL HAULERS: Individuals or companies that transport nonhazardous and/or hazardous wastes for a fee or in the regular course of business.

COMMERCIAL USE: An activity involving the sale of goods or services carried out for a profit.

COMMISSION: Mesquite, Nevada, planning commission or city council acting as planning commission.

COMMON OPEN SPACE: A parcel or parcels of land or an area of water or a combination of land and water or easements, licenses or equitable servitudes within the site designated for a planned unit development which is designed and intended for the use or enjoyment of the residents or owners of the development. Common open space may contain such complementary structures and improvements as are necessary and appropriate for the benefit and enjoyment of the residents or owners of the development. Ownership of common open space is typically held by the PUD developer(s) or the PUD homeowner's association.

COMMON OWNERSHIP AREA: Ownership by one or more individuals in any form of ownership of two (2) or more contiguous lots.

COMMUNITY RESIDENCE: A residential living arrangement for six (6) or more unrelated individuals with disabilities in need of the mutual support furnished by other residents as well as the support services, if any, provided by the staff. A community residence shall be considered a residential use of property for purposes of all zoning and building codes. The term does not include "facilities for the treatment of alcohol and drug abuse", "modified medical detoxification facilities", "transitional living facilities for released offenders", "facilities for treatment with narcotics", or "community triage centers" as each of these terms is defined within chapter 449 of the Nevada Revised Statutes. The term also does not include an "institution", "hospital", "boarding house", "lodging house", "fraternity", "sorority", "dormitory", or any other group living arrangement for unrelated individuals who are not disabled. The term "community residence" includes the following two (2) categories:

Community Residence - Family: A relatively permanent living arrangement for six (6) or more unrelated persons with disabilities including, but not limited to, "residential facilities for groups" of six (6) or more residents as defined by Nevada Revised Statutes 449.017. No limit is placed on the length of tenancy.

Community Residence - Transitional: A temporary living arrangement, with a limit on length of tenancy, for six (6) or more unrelated persons with disabilities, including, but not limited to, "halfway house for recovering alcohol and drug abusers" for six (6) or more residents as defined by Nevada Revised Statutes 449.008.

COMPOSTING: Process by which biological decomposition of organic matter is carried out under controlled aerobic conditions.

COMPOSTING FACILITY: A solid waste management facility where yard wastes and other permitted wastes are processed using composting technology.

COMPREHENSIVE PLAN (MASTER PLAN): A comprehensive, long range plan intended to guide the growth and development of Mesquite.

CONCEPT PLAN: A plan submitted in connection with a multiphase subdivision application that provides the information and graphics sufficient to meet the requirements of this ordinance for the purpose of implementing an integrated development scheme for all phases of the proposed subdivision.

CONSTRUCTION DRAWINGS: Complete construction drawings of a facility or improvement, including, but not limited to, road plans and profiles, drainage plans and utility plans.

CONVALESCENT, NURSING OR HOME FOR AGED: A facility that provides nursing care and related medical services on a twenty four (24) hour per day basis to three (3) or more individuals due to illness, disease, or physical or mental infirmity in an institutional setting rather than the family like environment of a community residence.

CORRAL: A space, other than a building, used for the confinement of large animals or livestock.

COUNCIL: The Mesquite city council.

COUNTY: Clark County, Nevada.

COURT: An open, unoccupied area, other than a yard, on the same lot with a building and bounded on two (2) or more sides by such a building. "Court apartment" means any multiple dwelling arranged around two (2) or three (3) sides of a court which opens onto a street.

CRAFT DISTILLERY: means an establishment which:

- (a) Manufactures distilled spirits from agricultural raw materials through distillation; and
- (b) Is authorized to sell those distilled spirits pursuant to the provisions of this NRS Chapter 597.

CUL-DE-SAC: A local street with only one outlet and having a terminal for safe and convenient reversal of traffic movement.

CULVERT: Any structure not classified as a bridge which provides an opening under any roadway, including pipe culverts and any structure so named in the plans.

CURB: A stone, concrete or other improved boundary usually marking the edge of a road or other paved area.

DAIRY: Any premises upon which three (3) or more cows or goats are kept for the commercial production or sale of milk and dairy products.

DECORATIVE LIGHTING: Superfluous light, not used as part of an advertising display, intended to increase attractiveness or other incidental use.

DEFERRED DEPOSIT SERVICE: A transaction in which, pursuant to a written agreement: a) a customer tenders to a person a personal check drawn upon the account of the customer; and b) the person provides to the customer an amount of money that is equal to the face value of a check, less any fee charged for the transaction and agrees not to cash the check for a specified period. Also known as a "payday loan".

DEMOLITION AND CONSTRUCTION WASTE: Waste materials such as brick and stone from the construction or destruction of residential, industrial or commercial structure, but excluding hazardous materials such as asbestos.

DENSITY: The number of families, individuals, dwelling units, households or housing structures per unit of land.

DEPENDENT UNIT: A recreational vehicle which requires connection or access to external sources of electricity, water and sewage systems.

DEVELOPER: The legal or beneficial owner or owners of a lot or of any land included in the proposed development. Also, the holder of an option or contract to purchase, or any person having enforceable proprietary interest in such land.

DEVELOPMENT: The division of a parcel of land into two (2) or more parcels; the construction, reconstruction, conversion, structural alteration, relocation or enlargement of any structure; any mining, excavation, clearing of roadways or building sites, landfill or land disturbance, and any use or extension of the use of land. This definition excludes normal earth working associated with crop farming or landscaping at an individual lot.

DIRECTOR: The director of Development Services or his or her authorized deputy, agent or representative.

DISABILITY: A physical or mental impairment that substantially limits one or more of an individual's major life activities, impairs an individual's ability to live independently, having a record of such an impairment, or being regarded as having such an impairment. People with disabilities do not include drug addicts or alcoholics when they are using alcohol, illegal drugs, or using legal drugs to which they are addicted.

DISPOSAL FACILITY: A facility or part of a facility at which hazardous waste is intentionally placed into or on any land or water, and at which waste will remain after closure.

DISTRICT: A part, zone or geographic area within the city within which certain zoning or development regulations apply.

DIVISION INTO LARGE PARCELS: Division of property pursuant to Nevada Revised Statutes section 278.471.

DORMITORY: A building used as group living quarters for a student body or religious order as an accessory use for a college, university, boarding school, convent, monastery or other similar institutional use.

DRAINAGE: The removal of surface water or groundwater from land by drains, grading or other means.

DRAINAGE EASEMENT: Area reserved for the conveyance of stormwater, stormwater improvements and required access.

DRIVEWAY: A paved or unpaved area used for ingress or egress of vehicles from a street to a lot, building, garage or other structure or facility.

DUMP: A place used for the disposal, by abandonment, discarding, dumping, reduction, burial, incineration or by other means, of garbage, sewage, trash, refuse, waste material, offal or dead animals.

DWELLING: A structure or portion thereof that is used exclusively for human habitation.

DWELLING, MULTI-FAMILY: A building or portion thereof used for occupancy containing three (3) or more dwelling units.

DWELLING, SINGLE-FAMILY ATTACHED: One of two (2) or more buildings having a common or party wall which is fire resistant separating dwelling units.

DWELLING, SINGLE-FAMILY DETACHED: A detached building containing not more than one dwelling unit entirely surrounded by open space on the same lot or parcel (also referred to as single-family dwelling).

DWELLING, TWO-FAMILY (DUPLEX): A detached building having dwelling units for not more than two (2) families.

DWELLING UNIT: One or more connecting rooms, designed, occupied or intended for occupancy as a separate living quarter for occupancy by a single household, which have direct access to the outside or to a common hall, with cooking, sleeping and sanitary facilities provided within the dwelling unit. Dwelling units are usually located in a dwelling but may be included as a mixed or accessory use in buildings or in group quarters.

EASEMENT: A privilege or right of use, access or enjoyment granted on, above, under or across a particular tract of land by the landowner.

ENVIRONMENTAL HEALTH DIVISION: Division of the Clark County health department and sanitation department responsible for regulation of on site disposal waste treatment systems.

ENVIRONMENTAL IMPACT STATEMENT: A statement of the effect of proposed development on the environment.

ESCORT BUREAU: See license fee referred to in section [2-1-13](#) of this code.

ESTATE DISTILLERY: An establishment which:

- (a) Manufactures distilled spirits from agricultural raw materials through distillation, provided that 85 percent of such agricultural raw materials, in the aggregate, were grown on land within this State which is owned or controlled by the owner of the distillery; and
- (b) Is authorized to sell those distilled spirits pursuant to the provisions of NRS Chapter 597.

FEMA: The federal emergency management agency, which promulgates flood boundary and floodway maps.

FACILITY FOR INTERMEDIATE CARE: An institution operated and maintained to provide twenty four (24) hour personal and medical supervision, for a person who does not have illness, disease, injury or other condition that would require the degree of care and treatment which a hospital or facility for skilled nursing is designed to provide. A community residence is not a facility for intermediate care.

FACILITY FOR SKILLED NURSING: An institution which provides continuous skilled nursing and related care as prescribed by a physician to a patient in the facility who is not in an acute episode of illness and whose primary need is the availability of such care on a continuous basis. A community residence is not a facility for skilled nursing.

FACILITY FOR THE CARE OF ADULTS DURING THE DAY: An establishment operated and maintained to provide care during the day on a temporary or permanent basis for the aged or infirm persons.

FAMILY:

As used herein shall mean:

A. Any number of persons occupying a single dwelling unit, related by blood, marriage or legal adoption, living and cooking together as a single housekeeping unit.

B. Any number of persons occupying a single dwelling unit, not exceeding five adults living and cooking together as a single housekeeping unit as the functional equivalent of a family where all are not related by blood, marriage or legal adoption.

C. It shall be presumptive evidence that more than five persons living in a single dwelling unit who are not related by blood, marriage or legal adoption do not constitute the functional equivalent of a traditional family.

D. Notwithstanding the provisions of this definition, a group of unrelated persons numbering more than five shall be considered a family upon a determination by the Development Services Director that the group is the functional equivalent of a family pursuant to the standards enumerated below. This presumption may be rebutted, and the unrelated individuals may be considered the functional equivalent of a family for the purposes of this article by the Development Services Director if such group of individuals exhibits characteristics consistent with the purposes of zoning restrictions in residential districts. In determining whether a group of more than five unrelated persons constitutes a family for the purpose of occupying a dwelling unit, as provided herein, the Development Services Director shall utilize the standards enumerated herein in making said determination. Before making a determination under this subsection, the Development Services Director shall solicit input from the owners of properties within 100 feet of the subject property. In determining whether individuals living together are the functional equivalent of a family, the following criteria shall be considered:

1.) Whether the occupants share the entire dwelling unit or act as separate boarders.

(2.) Whether the household has stability akin to a permanent family structure. The criteria used to determine this test include the following:

(a.) Length of stay together among the occupants in the current dwelling unit or other dwelling units.

(b.) The presence of minor, dependent children regularly residing in the household.

(c.) The presence of an individual acting as head of household.

(d.) Proof of sharing expenses for food, rent or ownership costs, transportation, insurance, utilities, and other household expenses.

(e.) Common ownership of furniture and appliances and the common use of vehicles among the members of the household.

(f.) Whether the household is a temporary living arrangement or a framework for transient living.

(g.) Whether the composition of the household changes from year to year or within the year.

(h.) Whether each of the occupants uses the address of the dwelling for his vehicle registration, driver's licenses, passports, bank accounts, bills, loans, tax returns, and other licenses and permits, etc.

(i.) Any other factor reasonably related to whether or not the group of persons is the functional equivalent of a family.

E. Any determination under this subsection shall be limited to the status of a particular group as a family and shall not be interpreted as authorizing any other use, occupancy or activity. In making any such determination, the Development Services Director may impose such conditions and safeguards as the Development Services Director shall deem necessary or advisable in order to maintain the stability and character of the neighborhood and protect the public health, safety and welfare.

F. In no case shall a dwelling be occupied by more than two adults to a conventional bedroom.

G. Persons occupying group quarters such as a dormitory, fraternity or sorority house or a seminary shall not be considered a family.

FARMING SMALL LIVESTOCK: The raising or keeping of more than twelve (12) fowl of any kind or twelve (12) rabbits or twelve (12) similar animals; any goats, sheep or similar livestock but not hogs; or the breeding, raising or keeping of any cats or dogs; provided however, that "small livestock farming" as used in these regulations shall not include animal hospitals, commercial cat or dog kennels, hog raising or the breeding for commercial purposes of horses, cattle or similar livestock as determined by the City Council.

FENCE HEIGHT: The vertical distance between the finished grade and the highest point of the fence or wall. (See definition of grade, finished.)

FINAL MAP: A map of all or a portion of a subdivision or site plan that is presented to the approving authority for final approval.

FLAG: A piece of fabric or other flexible material, usually rectangular and of distinctive design which is used as a symbol, such as for a nation, state, locality or corporation.

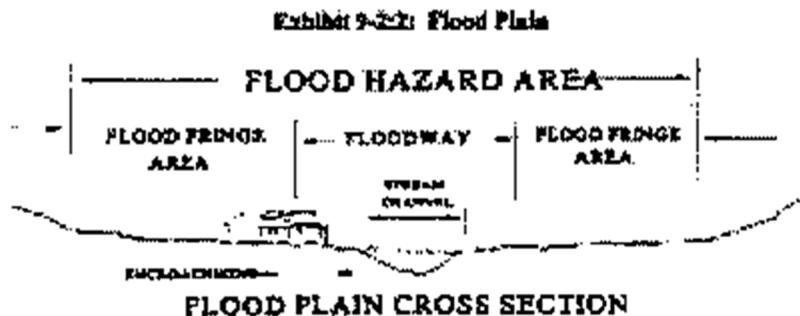
FLOOD HAZARD AREA: The floodplain consisting of the floodway and the flood fringe area.

FLOODPLAIN: The channel and adjoining lands of a river or other watercourse, either flowing, intermittent or ephemeral, which has been or may be inundated partially or completely by floodwater (see exhibit 9-2.2 of this section).

FLOODPROOFING: A combination of nonstructural provisions and changes or adjustments to properties and structures subject to flooding for the reduction or elimination of flood damage to properties, water and sanitary facilities, and other utilities, structures and the contents of buildings.

FLOODWAY: Regulation of the channel of a river or other watercourse and the adjacent portion of the floodplain that must be reserved in order to discharge the regulation base flood without cumulatively increasing the water surface elevation more than two-tenths ($\frac{2}{10}$) of one foot (1') (see exhibit 9-2-2 of this section).

FLOODWAY FRINGE: The area of the floodplain, outside the floodway, that has a one percent (1%) chance of flood occurrence in any one year (see exhibit 9-2-2 of this section).



FLOOR AREA RATIO: The gross floor area of all buildings or structures on a lot divided by the total lot area.

FUNERAL HOME AND INTERMENT SERVICE: Establishments primarily engaged in the provision of services involving the care, preparation, or disposition of human dead other than in cemeteries or religious assembly uses. This use includes mortuaries, which are facilities in which dead bodies are prepared for burial or cremation; and it includes crematoria, which are establishments or structures in which the bodies of the dead are cremated.

GAMBLING ESTABLISHMENT, GAMING: Any place where gaming is operated and maintained. "Gaming" means and includes all games of chance or devices and any slot machines played for money or for checks or tokens redeemable in money, except, for the purposes of these regulations only, "gaming" shall not be construed to include slot machines when such slot machines are operated incidental or accessory to the conduct of a business permitted under the provisions of these regulations.

GARAGE, PRIVATE: A detached accessory building or a portion of a main building designed or used for the parking or temporary storage of automobiles owned and used by the occupants of the premises.

GARAGE, PUBLIC: Any building or portion thereof, other than a private garage, designed or used for servicing, repairing, equipping, hiring, selling or storing of motor driven vehicles.

GARBAGE: Putrescible animal or vegetable or mineral wastes resulting from the storage, handling, preparation, cooking, serving, sale or consumption of food.

GOLF COURSE: A tract of land laid out for at least nine (9) holes for playing the game of golf and improved with tees, greens, fairways and hazards, and that may include a clubhouse and shelter.

GRADE, FINISHED: "Finished grade" includes the following meanings:

- A. The average level of the finished ground level at the center of all walls of the building.
- B. The finished grade for the purpose of determining the height of fences, walls, and/or hedges shall be the top of curb grade along a street. Where the finished grade line of a lot is above or below the finished grade line of an abutting lot, the finished grade shall be the point on the high side.

GRADE, NATURAL: The elevation of the ground level in its natural state, before construction, filling or excavation.

GROSS FLOOR AREA: The total enclosed area of all floors in a building with a clear height of more than six feet (6'), measured to the outside surface of the exterior walls. Parking facilities, driveways and airspace above the atria ground floor are excluded from gross floor area calculations.

GROSS LAND AREA: All land contained within the boundaries of a particular lot or tract of legally described property, including all existing and proposed public and private streets and one-half ($\frac{1}{2}$) of any abutting street rights-of-way, excluding State and Federal street rights-of-way.

GROUND LEVEL: The average level of earth adjoining the foundation of a structure measured around the foundation's perimeter.

GROUNDWATER: Water occurring below the ground surface either intermittently or in a zone of saturation.

GROUP QUARTERS: A building or structure used as a place of residence by several persons who share the living accommodations and do not occupy separate dwelling units. Group quarters are found in institutions, dormitories, rooming and boarding houses, lodges, sorority and fraternity houses, and similar establishments. A community residence is not a group quarter.

GUEST HOUSE OR COTTAGE: A separate dwelling structure located on a lot with one or more main dwelling structures and used for the housing of guests or servants of the occupant of the premises; and such building shall not have a kitchen and shall not be rented, leased or sold separately from the rental, lease or sale of the main dwelling.

GUESTROOM: Any room in a hotel, dormitory, boarding or lodging house, or home for the aged, used and maintained to provide sleeping accommodations for not more than two (2) persons. Each one hundred (100) square feet or fraction thereof of floor area used for sleeping purposes shall be considered to be a separate guestroom.

HABITABLE STRUCTURE: Any building or structure designed to accommodate occupancy residents, clients, workers or other persons on a regular basis.

HAZARDOUS WASTE: Any waste or combination of wastes that, by reason of its toxic, caustic, corrosive, abrasive or otherwise injurious properties, may be detrimental or deleterious to the health of any person handling or otherwise coming into contact with such material or substance.

HEAD IN PARKING: Parking a motor vehicle in such a manner that it must be backed out of, or into the space directly from a public right of way.

HEIGHT: The vertical distance of a structure measured from the average elevation of the finished grade surrounding the structure to the highest point of the structure.

HEIGHT OF BUILDING: The height of a building means the vertical distance from the average elevation of the finished grade to the highest point of the roof for flat roofs, to the deck line of mansard roofs, and to the mean height between eaves and ridge for gable, hip and gambrel roofs. If a structure has none of the above features, then the height shall be measured from the average finished elevation to the highest portion of the structure. Roof structures for the housing of elevators, stairways, tanks, ventilating fans and similar equipment required to operate and maintain the building, fire or parapet walls, skylights, towers, flagpoles, chimneys, smokestacks, wireless masts, TV antennas, steeples and similar structures may be erected above the height limits prescribed in each of the use districts; provided, that no roof structure, feature or any other device above the prescribed height limit is allowed or used for the purpose of providing additional floor space, and all such appurtenances shall comply with the city building code and such appurtenances shall be designed and constructed to be unobtrusive and blend with the building and its surroundings.

The footing portion of a retaining wall (below grade) shall not be included in the measurement of height.

Height limitations specified in this code shall not apply to public utility distribution and transmission lines that are under the jurisdiction of the State Public Utilities Commission.

HELIPORT: Any area used or to be used for the landing or takeoff of helicopters or other steep gradient aircraft capable of hovering, and shall include any and all the areas or buildings which are appropriate to accomplish these functions.

HOG RANCH: Any premises where three (3) or more hogs are kept.

HOME OCCUPATION: Any activity carried out for gain by a resident and conducted as a customary, incidental and accessory use in the resident's dwelling unit.

HOSPITAL: Any building or portion thereof used for the accommodation and medical care of sick, injured or infirm persons. This would include sanitariums, institutions for the cure of chronic drug addicts and mental patients, rest homes, homes for the aged and alcoholic sanitariums.

HOTEL: A facility offering transient lodging accommodations to the general public and providing additional services, such as restaurants, meeting rooms, entertainment and recreational facilities.

HOTEL, RESORT: Any building or group of buildings used as a hotel, and in which there are one or more dining rooms available for meals to be served and where entertainment may be provided to transient guests. Additionally that in which there are facilities used, designed or intended to be used in order to serve or sell intoxicating beverages. Also, those which permit the operation of gambling or games of chance, and meet all of the components found in section [2-3A-2](#) of this code.

HOUSEHOLD PET: Those animals which are customarily kept for personal use or enjoyment on a residential property (and which could normally be, although not required to be, contained within a residential structure). "Household pets" shall include, but not be limited to, domesticated dogs, cats, small mammals, birds, fish, common aquarium animals and rodents which are not exotic or wild animals.

IMPERVIOUS COVER: Surfaces which do not permit the absorption of storm water into the ground.

IMPROVEMENTS: On or off site street pavements, curbs, sanitary and storm sewers, permanent street monuments, sidewalks, drainage, culverts, utilities, water lines and connections, sewer lines and connections, lighting fixtures and other similar capital and public facility projects.

INDUSTRY: The manufacture, fabrication, processing, reduction or distribution of any article, substance or commodity, or any other treatment thereof, in such a manner as to change the form, character or appearance thereof, including but not limited to, the following: animal hospitals, bakeries, bottling plants, building or contractor's yards, cleaning and dyeing establishments, creameries, dog pounds, junkyards, laundries, lumberyards, milk bottling and distributing stations, stockyards, storage elevators, truck storage yards, warehouses, wholesale storage and other similar types of enterprise.

INFRASTRUCTURE: Facilities and services needed to sustain industry, residential, commercial and all other land use activities. Infrastructure includes water, sewer lines and other utilities, streets and roads, communications and public facilities such as firehouses, parks, schools, etc.

INSTRUCTIONAL WINE-MAKING FACILITY: An instructional wine-making facility operated pursuant to [NRS 597.245](#).

INTENSITY OF LAND USE: The number of dwelling units per acre for residential development and floor area ratio (FAR) for nonresidential development, such as commercial, office and industrial.

JUNKYARD: A. A place where waste, discarded or salvaged metals, used plumbing fixtures and other materials are bought, sold, exchanged, stored, baled or cleaned; and/or

B. A place or yard for the storage of salvaged materials and equipment from house wrecking and salvage structural steel materials and equipment.

KENNEL: A commercial establishment in which dogs or domesticated animals are housed, groomed, bred, boarded, trained or sold, all for a fee or compensation.

KENNEL, ANIMAL FANCIER/BREEDER: A private facility that may be a residence, where between four (4) and six (6) dogs, cats, or other household pets are kept for non-commercial purposes, provided that individual animals that have been bred and raised at the facility may be sold or adopted to other persons. Animal fancier/breeders must obtain a Dog Fancier or Cat Fancier permit to keep 4 or more animals at one location or residence. The keeping of more than six (6) dogs, cats, or other animals in one location or residence is not permitted. See Title 10 of the Mesquite Municipal Code for additional information.

KITCHEN: Any room principally used, intended or designed to be used for cooking or the preparation of food. The presence of a range or oven, or utility connections suitable for servicing a range or oven, shall normally be considered as establishing a kitchen.

LAND SALES PRESENTATION OFFICE: Any building or room therein or portion thereof wherein land sales presentations are presented, held or conducted.

LAND SALES PRESENTATION UNIT BROKER OFFICE: Any building or room therein or portion thereof wherein prospective customers are solicited to attend land sales presentations.

LANDOWNER: The legal or beneficial owner of all the land proposed to be included in a planned unit development. The holder of an option or contract of purchase, a lessee having a remaining term of not less than thirty (30) years, or another person having an enforceable proprietary interest in the land is a landowner for the purposes of this title.

LIVESTOCK FEED YARD: A lot or parcel of land improved with corrals, fences, buildings or improvements, and used primarily for the feeding and fattening of livestock for subsequent sale, and includes the feeding of garbage for disposal.

LIVING AREA: That portion of the dwelling unit utilized for living purposes within the exterior walls of the structure and does not include porches, breezeways, garages and carports.

LOADING SPACE: An off street space or berth on the same lot with a building or contiguous to a group of buildings, for the temporary parking of a commercial vehicle while loading or unloading merchandise or materials.

LODGING HOUSE: A facility in which rental sleeping accommodations are provided and in which meals also may be supplied as part of the fee.

LOT: A parcel of land that is defined on a subdivision plat of record, which is intended to be occupied by a principal building(s) or building(s) and open space. Streets are not included in this definition.

LOT AREA: The area of the lot shall be the net horizontal area of the lot and shall not include portions of streets, alleys and water bodies.

LOT, CORNER: A lot abutting upon two (2) or more intersecting streets. A corner lot shall be deemed to front on that street on which it has its least dimension (see exhibit 9-2:3: Lot Types).

LOT DEPTH: The horizontal distance from the front property line to the rear property line. If front and rear property lines are not parallel, the lot depth is the shortest distance between the front and rear property lines.

LOT, DOUBLE FRONTAGE (THROUGH LOT): An interior lot having frontage on two (2) nonintersecting streets (see exhibit 9-2:3: Lot Types).

LOT, FLAG: A lot having no frontage or access to a street or place except by a narrow strip of land (see exhibit 9-2:3: Lot Types).

LOT, FRONT LINE: The property line of a lot separating the lot from the street. In the case of a corner or through lot, one of the frontages shall be deemed the front line, and any others may be deemed a street sideyard. In the case of residential properties, the front lot line of a corner lot shall be the side where the property is addressed, generally the lower classification side street. In other situations, the lot line adjacent to the higher classified street may be considered the front lot line. In all cases, the Development Services Director shall make the final determination regarding yard requirements.

LOT FRONTAGE: The length of the front lot line measured at the street right of way line.

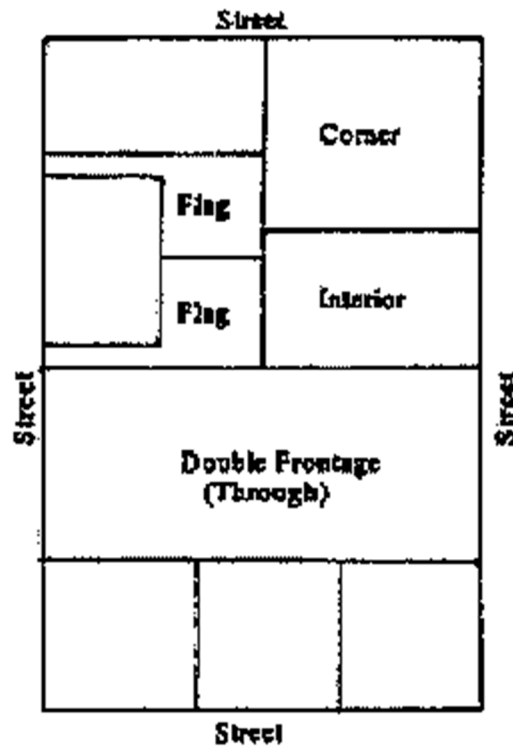
LOT, INTERIOR: A lot whose side lines do not abut on any street (see exhibit 9-2:3: Lot Types).

LOT LINE: A line of record bounding a lot which divides one lot from another lot or from a public or private street or any other public space.

LOT, REAR LINE: A lot line which is opposite and most distant from the front line and, in the case of an irregular, triangular or gore shaped lot, a line ten feet (10') in length within the lot parallel to and at the maximum distance from the front lot line.

LOT, WIDTH: The horizontal distance between side property lines measured parallel to the street side property lines or to the tangent of a curved street property line.

Exhibit 9-1:3: Lot Types



MANUFACTURED HOME: "Manufactured home" means a structure which is:

- (a) Built on a permanent chassis;
- (b) Designed to be used with or without a permanent foundation as a dwelling when connected to utilities;
- (c) Transportable in one or more sections; and
- (d) Eight feet or more in body width or 40 feet or more in body length when transported, or, when erected on-site, contains 320 square feet or more.

2. The term includes:

- (a) The plumbing, heating, air-conditioning and electrical systems of the structure.
- (b) Any structure:

(1) Which meets the requirements of paragraphs (a), (b) and (c) of subsection 1, and with respect to which the manufacturer voluntarily files a certification required by the Secretary of Housing and Urban Development and complies with the standards established under the National Manufactured Housing Construction and Safety Standards Act of 1974, 42 U.S.C. §§ 5401 et seq.; or

(2) Built in compliance with the requirements of [chapter 461](#) of NRS.

3. The term does not include a recreational park trailer.

Placement of manufactured housing must comply with the provisions of MMC 9-8-7.A.3.a.

MANUFACTURED HOME SUBDIVISION: A parcel (or contiguous parcels) of land divided into two (2) or more manufactured home lots for rent or sale.

MAP, TENTATIVE: A plat prepared in accordance with the provisions of the subdivision regulations and is submitted for the purpose of showing the design of a proposed subdivision and the existing conditions in and around it.

MARQUEE: A permanent structure attached to and supported by a building and projecting beyond the face of the building, typically for the purpose of presenting signage..

MASSAGE PARLOR, HEALTH STUDIO AND BATHHOUSE: A commercial enterprise that is established to serve the general public and not including any commercial enterprise at which the human anatomy is exposed in a lewd, lascivious or salacious manner.

MASTER PLAN: The adopted comprehensive plan of Mesquite, Nevada.

METES AND BOUNDS: A method of describing the boundaries of land by directions (bounds) and distances (metes) from a point of reference.

MOBILE HOME: A single-family dwelling, factory built and factory assembled residence which does not comply with the national manufactured homes construction safety and standards act.

MODULAR HOME: Modular home" means a dwelling, other than a mobile home or manufactured home, which is prefabricated, at a place other than the building site, in accordance with the International Building Code, International Residential Code, Uniform Plumbing Code, International Mechanical Code and National Electrical Code.

MOTEL: A facility offering transient lodging accommodations to the general public and that may provide services such as restaurants, meeting rooms and entertainment and recreational facilities. All guestrooms are accessed from the structure's exterior.

MOTORIZED HOME (MOTOR HOME): A portable home designed and constructed as an integral part of a self-propelled vehicle.

MULTI-OCCUPANT BUILDING: A building containing two (2) or more commercial units, including units that are located one over the other.

NRS: Nevada Revised Statutes.

NATURAL OUTLET: Any nonmanmade outlet into a watercourse, pond, ditch, lake or any other body of surface or ground water.

NO BUILD ZONE: An area identified on a plat which is reserved for conveyance of drainage and precludes the construction of buildings, fences or other obstructions which reduce drainageway capacity.

NONCONFORMING BUILDING OR STRUCTURE: A structure or portion thereof which was lawfully erected or altered, but which does not comply with the regulations applicable to new structures in the zoning district in which it is located.

NONCONFORMING USE: A use which was lawfully established and maintained, but which does not comply with the use regulations applicable to new uses in the zoning district in which it is located; the use of any land, building or structure which does not conform with currently applicable use regulations, but which complied with use regulation in effect at the time the use was established.

OCCUPANT: Any person who, alone or jointly or severally with others, shall be in actual possession of any dwelling unit or of any other improved real property, either as owner or as a tenant.

OFFICE BUILDING: A building used primarily for conducting the affairs of a business, profession, service, industry or government or like activity, and may include ancillary services for office workers, such as restaurant, coffee shop, newspaper or candy stand, and childcare facilities.

OFFICE/WAREHOUSE COMPLEX: A structure or group of structures offering compartments of varying size for rental to different tenants for the storage of commercial goods or wares, conducting of certain retail trade activities, or provision of those personal or business services permitted by zoning.

OFFICIAL MAP: An ordinance in map form adopted by the governing body that indicates the location and width of proposed streets, public facilities, public areas and drainage rights of way.

100-YEAR FLOOD: A flood that has a one percent (1%) chance of recurring in any year or a flood of magnitude equaled or exceeded once in one hundred (100) years on average over a significantly long period.

OPEN STORAGE: The location of bulk items, assemblies, or subassemblies in areas exposed to weather, in whole or in part, for the end use of further manufacturing process, sale or transportation. This shall include, but not be limited to, open display of transportation vehicles, marine craft, aircraft, mobile homes, modules, recreation vehicles, junkyards or "piggy back" containers. It does not include storage that is totally enclosed in a structure.

OUTSIDE STORAGE: The keeping, in an unroofed and unenclosed area, of any goods, junk, material, merchandise or vehicles in the same place for more than twenty four (24) hours.

PARCEL: A contiguous lot or tract of land owned and recorded as the property of the same person or controlled by a single entity.

PARCEL MAP: A subdivision of land creating no more than four (4) lots.

PARKING LOT, PUBLIC: An open area, other than a street, used for the parking of more than four (4) automobiles and available for public use, whether free, for compensation or as an accommodation for clients or customers.

PARKING SPACE: Space within a building, lot or parking lot for the parking or storage of one automobile.

PATIO COVER/RESIDENTIAL PATIO COVER: A residential structure that is entirely open on two (2) or more sides. Patio covers may be attached or detached from the dwelling structure, and shall be reviewed and approved as an accessory use. Patio covers shall only be used for recreational and outdoor living purposes, and not as carports, garages, storage areas, or as habitable space.

PAVEMENT: The uppermost layer of material placed on the street usually as the wearing or riding surface.

PERSON: Any individual, partnership, copartnership, firm, company, corporation, association, joint stock company, trust, estate, political subdivision, organization of any kind or its legal representative, agent or assigns.

PERSONAL SERVICES: Service shops, such as shoe repair, dry cleaning, jewelry repair, hair care or accounting, which derive little or no income from the sale of goods. Adult uses are not considered personal services.

PERVIOUS COVER: Land which permits storm water to absorb into the ground. This may include walkways and driveways which are pervious to storm water.

pH: A measure of acidity or alkalinity, measured as the logarithm to the base ten (10) of the reciprocal of the number of gram ionic hydrogen equivalents per liter of solution.

PLAN: The provisions for development of a planned unit development, including a plat of subdivision, all covenants relating to use, location and bulk of buildings and other structures, intensity of use or density of development, public and/or private streets, ways and parking facilities, common open space and public facilities. The phrase "provisions of the plan" means the written and graphic materials referred to in this title.

PLAN, SKETCH: The plan for discussion before a formal development application.

PLANNED UNIT DEVELOPMENT (PUD): An area of land controlled by a landowner, which is to be developed as a single entity for one or more planned unit residential development(s), one or more public, quasi-public, commercial or industrial areas, or both.

PLANNED UNIT RESIDENTIAL DEVELOPMENT: An area of land controlled by a landowner, which is to be developed as a single entity for a number of dwelling units, the plan for which does not correspond in lot size, bulk or type of dwelling, density, lot coverage and required open space to the regulations established in any one residential district created, from time to time, under the provisions of the UDO.

PLAT: A. A map representing a tract of land showing the boundaries and location of individual properties and streets;

B. A map of a subdivision or site plan.

PRINCIPAL USE: The primary or predominant use to which a property is or may be devoted and to which all other uses on the premises are accessory.

PROFESSIONAL OFFICE: The office of a member of a recognized profession which is legal to conduct business in the city of Mesquite.

PROPERTY LINE: A line marking the boundary of one or more lots in a proposed subdivision or subdivision of record.

PUBLIC RESERVATION: A right created and retained by the city, including, but not limited to, easements and right of way interests.

PUBLIC SERVICES: Those services or facilities typically provided by the city or other public or quasi-public service provider, including, but not limited to, water, wastewater, stormwater management, streets and solid waste treatment.

REAL ESTATE OFFICE: Any building or room therein or portion thereof, maintained by a licensed real estate broker or salesperson.

RECORD OWNER: An individual, firm, association, syndicate, partnership or corporation having a sufficient proprietary interest in land to seek development of the land.

RECREATIONAL FACILITIES: Amusement parks and mechanical amusement devices; commercial baseball, athletic fields and racetracks; circuses, carnivals and fairgrounds; commercial fishing lakes; riding or boarding stables and exercising tracks; pony rides, hayrides; or any other similar activity, including temporary amusements. This definition includes public parks and publicly owned facilities.

RECREATIONAL VEHICLE: Includes "housecar", "camp car", or "travel trailer" unit and means any building or structure designed and/or used for living or sleeping purposes and equipped with wheels to facilitate movement from place to place, and automobiles when used for living or sleeping purposes and including pickup coaches (campers), motorized homes, travel trailers and camping trailers.

RECREATIONAL VEHICLE PARK OR TRAILER PARK: A tract, lot or parcel of land on which temporary accommodations are provided for two (2) or more automobile trailers, recreational vehicles, tents or housecars, and which is open to the public either free or for a fee.

RECREATIONAL VEHICLE SITE (OR SPACE): A plat of land in a recreational vehicle park, used or intended to be used for the accommodation of not more than one recreational vehicle and one tow motor vehicle which is not in itself a recreational vehicle.

REFUSE: See definition of Solid Waste.

RELIGIOUS ASSEMBLY: Religious services involving public assembly intended primarily for purposes connected with faith, such as customarily occurs in churches, temples, mosques, and synagogues.

REMODEL: The internal or external alteration or change, in whole or in part, of a structure.

REPAIR: The mending or restoration of a building or structure to a sound or good state at or nearest to its original designed condition. Such work shall not change the size or shape in whole or in part of a building or structure to expand a use. It shall include the terms "renovation", "rebuilding" and "reconstruction".

RESIDENTIAL: Land designated for buildings consisting only of dwelling units. May be improved, vacant or unimproved.

RESUBDIVISION: A change in a recorded subdivision plat if that change affects any street layout or area reserved for public use, or any lot line.

RIGHT OF WAY: A strip of land occupied or intended to be occupied by a street, crosswalk, railroad, road or for another special use.

ROAD: Includes streets, bridges and roadways.

ROADWAY: The improved portion of a thoroughfare, exclusive of berm or shoulder, used for vehicular travel.

SALVAGE YARD: A place where used parts of automobiles or other equipment are collected and processed for resale.

SANITARIUM: A building or institution for the recuperation and treatment of persons with physical or mental disorders.

SANITARY SEWERS: Pipes that carry domestic or commercial sanitary sewage and into which storm, surface and ground waters are not intentionally admitted.

SCHOOL: Any building which is regularly used as a public, private or parochial school, elementary school, middle school or high school.

SCREENING: A method of visually shielding or obscuring one abutting or nearby structure or use from another by fencing, walls, berms or densely planted vegetation.

SCREENING, OPAQUE: A combination of screening elements, designed to substantially or completely obscure horizontal views between abutting or adjacent properties.

SECOND-HAND MERCHANDISE STORE: *Secondhand store* means a retail store that buys and sell used products, including clothing, furniture and household goods, jewelry, appliances, musical instruments, business machines and office equipment, tools, motors, machines, instruments, firearms, or any similar secondhand articles or objects. Does not include thrift stores, pawnbroker or secondhand dealer. Does not include outdoor flea markets or swap meets. Does not include bookstores ("retail stores"); secondhand farm and construction equipment ("construction/heavy equipment sales and rental"); junk dealers, or scrap/dismantling yards ("recycling facilities – scrap and dismantling yards"); the sale of antiques and collectibles ("retail stores"); or the sale of cars and other used vehicles ("auto and vehicle sales/rental"). Second-hand stores are distinguished from Thrift Stores in that Thrift Stores accept merchandise donations from the general public.

SERVANT'S QUARTERS: Living quarters in the main building or in an accessory building for the sole use of persons employed on the premises. Such quarters shall not have a kitchen nor cooking facilities and shall not be rented or otherwise used as a separate dwelling.

SERVICE STATION: Any building or structure, premises or other place used to supply motor fuels, lubricants, tires, batteries and other small accessories to motor vehicles; and where repair work is not done other than minor repairs made by the attendant in the installation and servicing of such lubricants, tires, batteries and other small accessories.

SEWAGE: A combination of the water carried wastes from residences, business buildings, institutions and industrial establishments.

SEWAGE TREATMENT PLANT: Any arrangement of devices and structures used for treating sewage.

SEWAGE WORKS: All facilities for collecting, transporting, pumping, treating and disposing of sewage.

SEWER: A pipe or conduit for carrying sewage.

SEWER, PUBLIC: Any lateral or main, sanitary sewer construction in a street, alley, place, easement or right of way, which is owned and operated by any county, municipality, sewer district or agency thereof, but not including a building sewer.

SHOPPING CENTER: A group or cluster of stores or buildings, divided for separate commercial or service facilities, organized in a balanced arrangement for retail trade, with provisions for parking.

SHORT PLAT: The subdivision of land into four or fewer parcels. See Parcel Map.

SHORT TERM RENTAL: See "Vacation Home rental".

SIGHT TRIANGLE: A triangular shaped portion of land established at street intersections in which nothing is permitted which limits or obstructs the sight distance of motorists entering or leaving the intersection.

SLAUGHTERHOUSE: A place where cattle, sheep, hogs or other animals, that are not poultry or rabbits, are killed or butchered for market or for sale.

SOLID WASTE: Unwanted or discarded waste materials in a solid or semisolid state, including, but not limited to, garbage, ashes, street refuse, rubbish, dead animals, animal and agricultural wastes, yard wastes, discarded appliances, special wastes, industrial wastes and demolition and construction wastes.

SOLID WASTE PROCESSING FACILITY: An incinerator, compost plant, transfer station or any facility where solid wastes are salvaged or composition is changed.

SOLID WASTE, RESIDENTIAL: Waste resulting from the maintenance and operation of dwelling units.

SOLID WASTE STORAGE: Keeping, maintaining or storing solid waste from the time of its production until the time of its collection or disposal.

SPECIFIED ANATOMICAL AREAS: A. Less than completely and opaquely covered: human genitals, pubic region, buttock and female breast below a point immediately above the top of the areola; and

B. Human male genitals in a discernable turgid state, even if completely and opaquely covered.

SPECIFIED SEXUAL ACTIVITIES: A. Display or exhibition of specified anatomical areas or human genitals in a state of sexual stimulation or arousal;

B. Acts of human masturbation, sexual intercourse or sodomy;

C. Fondling or other erotic touching of human genitals, pubic region, buttock or female breast.

STABLE, COMMERCIAL: A stable where horses are left, hired, used, boarded or sold on a commercial basis for remuneration.

STABLE, PRIVATE: A detached accessory building for the keeping of horses owned by the occupants of the premises, and not kept for remuneration, hire or sale.

STATE: The state of Nevada.

STORMWATER MANAGEMENT PLAN: The control and management of stormwater to minimize the detrimental effects of surface water runoff.

STORY: A space within a building included between the surface of any floor and the surface of the ceiling above.

STREAM, RECEIVING: Any natural watercourse into which sewage is discharged.

STREET: Any vehicular way that:

- A. Is an existing state, county or municipal roadway;
- B. Is shown upon a plat approved pursuant to these regulations;
- C. Is approved by other official action; or
- D. Is shown on a plat duly filed and recorded in the office of the county recording officer prior to the adoption of these regulations which meet the minimum width requirements of these regulations.

STREET, ARTERIAL: A street intended to link communities and urban centers, carrying high traffic volumes at high speeds. Traffic flow is continuous and access is tightly controlled.

STREET LINE: A property line marking the boundary between a street and a lot or parcel.

STREET, LOCAL: A street intended to provide access to individual lots carrying low volumes of traffic at low speeds.

STREET, MAJOR COLLECTOR: A street intended to link major arterials and small developments and/or communities carrying moderately high traffic volumes at moderate speeds. Traffic flow is continuous with controlled access.

STREET, MINOR COLLECTOR: A street intended to link local streets with arterial streets carrying moderate traffic volumes at low speeds.

STRUCTURAL ALTERATIONS: Any change in a supporting member of a building or structure, including, but not limited to, bearing walls, columns, beams or girders.

STRUCTURE: A combination of materials to form a construction for use, occupancy or ornamentation whether installed on, above or below the surface of land or water.

SUBDIVIDER: Any person having an interest in land that is the subject of an application for subdivision.

SUBDIVISION: Any land, vacant or improved, which is divided or proposed to be divided into two (2) or more lots, sites, units or plats.

SUBDIVISION, MAJOR: Any subdivision not defined as a "parcel map" or "division into large parcels".

SUBDIVISION, MINOR: See definition of parcel map.

SUBDIVISION OF RECORD: A subdivision which has been recorded by the County Recorder.

SURFACE WATER DRAINAGE: The drainage of surplus surface water that does not seep into the earth but flows over land to flowing or stagnant bodies of water.

TAVERN: An establishment used primarily for the serving of liquor by the drink to the general public and where food or packaged liquors may be served or sold only as accessory to the primary use.

THRIFT STORE: A thrift store is defined as a facility, often operated by a non-profit organization, that accepts donations of new and used merchandise and clothing from the general public for re-sale.

TOURIST HOME: A home which has been converted into premises offering rooms to transient guests for remuneration.

TRAFFIC: Pedestrians, ridden or herded animals, vehicles, streetcars and other conveyances either singularly or together while using any street, trail system or path for purpose of travel.

TRAFFIC LEVEL OF SERVICE: A measure of how effectively a road is accommodating "traffic", as defined in subsection 9-9-6A2 of this title.

TRAILER: Any automobile trailer, trailer coach, housecar or other vehicle designed and constructed to permit occupancy of that vehicle as a temporary or permanent dwelling or sleeping quarters for one or more persons and designed or constructed so that it is mounted on wheels and used as a conveyance on major or State highways, County roads or City streets, propelled or drawn by its own or other motive power.

TRANSIENT GUEST: Any individual occupant who has or shall have the right of occupancy to any sleeping room/space in a transient lodging establishment for twenty seven (27) consecutive days or less.

TRANSIENT LODGING ESTABLISHMENT: Any facility, structure, or portion of any structure which is occupied or intended or designed for occupancy by a person or persons who pay rent for dwelling, lodging, or sleeping purposes, and includes any hotel, resort hotel, motel, bed and breakfast, lodging house, timeshare condominium, vacation home, apartment house, or other similar structure or facility. (The term "transient lodging establishment" does not include any of the following: any room within a private dwelling house or other single-family unit if the permanent or principal owner also resides in and occupies the dwelling; any unit within a timeshare project occupied by an owner, or the nonpaying guests of an owner; any medical facility, nursing home, assisted living facility, or other group home or group care facility.)

TRANSPORTATION NETWORK COMPANY (TNC): Any business entity that uses a digital network or software application service to connect a passenger to a driver who can provide transportation services to the passenger as defined by Nevada Revised Statutes title 58.

TRANSPORTATION NETWORK COMPANY DRIVER: Any person providing transportation network services and who enters into an agreement with a TNC to receive connections to potential passengers and related services.

USGS: United States Geological Survey.

USP; UNIFORM STANDARDS: The uniform standard drawings for public works construction, off site improvements, Clark County area, Nevada.

USE: The purpose or activity for which land and buildings are designed, arranged or intended, or for which land or buildings are occupied or maintained.

USE, MULTIPLE: The development of land or buildings for a variety of complementary or integrated residential, nonresidential or community services uses.

VACATION HOME RENTAL: A privately owned residential dwelling, such as, but not limited to, a single-family detached or multiple-family attached unit, apartment house, condominium, cooperative apartment, duplex, or any portion of such dwellings, rented for the purpose of overnight lodging for a period of not less than two (2) days and not more than twenty seven (27) consecutive calendar days, counting portions of calendar days as full days. Also known as a Short Term Rental.

VARIANCE: An exception to these regulations in a specific instance, permitting a modification to the development standards of the applicable zoning district in order to alleviate undue burden or unnecessary hardship on the property owner which these regulations otherwise impose. Variances for allowable use types are not permitted. See UDC Section 9-5-5.

VEHICLE: As defined in Nevada Revised Statutes 484A.320:

Vehicle means every device in, upon or by which any person or property is or may be transported or drawn upon a highway, except:

1. *Devices moved by human power or used exclusively upon stationary rails; and*
2. *Electric personal assistive mobility devices as defined in NRS 482.029.*

WASTE TREATMENT SYSTEM, PRIVATE: A sewage disposal system consisting of a house sewer, a septic tank or other approved sedimentation tank, an approved mechanical treatment plant, or an individual home aerobic plant and an acceptable absorption system.

WASTES, COMMERCIAL AND INDUSTRIAL: The water carried wastes from commercial and industrial establishments as sanitary sewage.

WASTES, YARD: Grass clippings, leaves and tree trimmings.

WATER BODY: Any natural or artificial collection of water, whether permanent or temporary.

WATER MAIN: In any system of continuous piping, the principal artery of the water system to which branches or lines may be connected.

WATERCOURSE: A channel or other location in which a natural flow of water occurs either continuously or intermittently.

WATERSHED: A region or area bounded peripherally by a water parting and draining ultimately to a particular watercourse or body of water.

WETLAND: An area that is inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances does support, a prevalence of vegetation typically adapted for life in saturated soil conditions. A wetland generally includes swamps, marshes, bogs and similar areas. A wetland is not an area that is artificially created on dry land and maintained for the treatment of mine drainage, stormwater control and drainage associated with road construction. This definition is consistent with both the United States Army Corps of Engineers 33 CFR 328.3(b) and the United States Environmental Protection Agency 40 CFR 232.2(f). **YARD:** An open space on a lot, other than a court, unoccupied and unobstructed from the ground upward.

YARD, FRONT: An open space unoccupied by buildings or structures across the full width of the lot extending from the front line of the building to the front property line of the lot or parcel (see exhibit 9-2:5, "Yard Types", of this section).

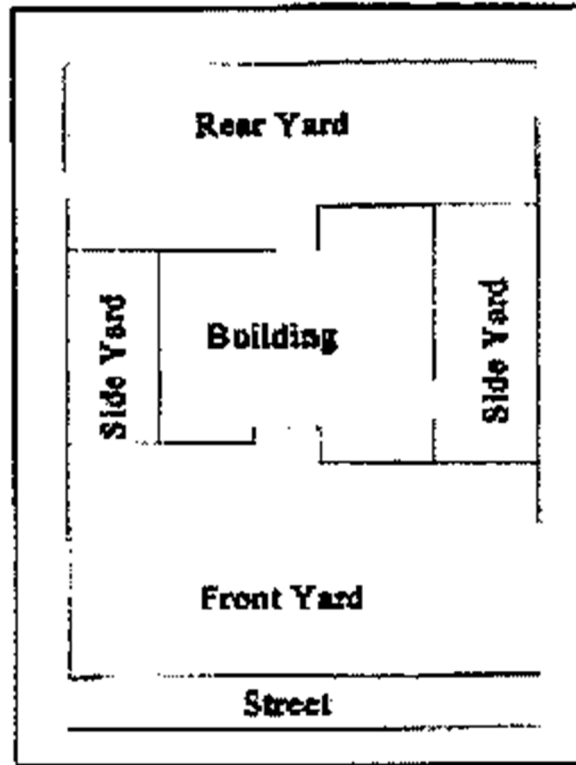
YARD, FRONT DEPTH: The minimum horizontal distance from the front line of the building to the front property line of the lot or parcel (see exhibit 9-2:5, "Yard Types", of this section).

YARD, REAR: An open space, unoccupied between the rear lot line and rear line of the principal building and the side property lines (see exhibit 9-2:5, "Yard Types", of this section).

YARD, REAR DEPTH: The minimum horizontal distance from the rear line of the principal building to the rear lot line (see exhibit 9-2:5, "Yard Types", of this section).

YARD, SIDE: An open unoccupied space on the same lot with the building between the main building and the adjacent side line of the lot, and extending from the front yard to the rear yard (see exhibit 9-2:5, "Yard Types", of this section).

Exhibit 9-2:5: Yard Types



ZOO: A permanent facility where exotic or wild animals are housed and maintained, under the supervision of professional staff, and exhibited to the public on a regularly scheduled basis, in a variety of natural or habitat like settings, for the purposes of education, conservation, scientific studies and recreation. (Ord. 172, 9-24-1996, eff. 10-31-1996; amd. Ord. 263, 1-16-2002; Ord. 339, 6-27-2006, eff. 8-15-2006; Ord. 363, 1-23-2007, eff. 2-16-2007; Ord. 377, 6-12-2007, eff. 7-5-2007; Ord. 401, 6-24-2008, eff. 7-22-2008; Ord. 412, 10-28-2008, eff. 11-27-2008; Ord. 437, 5-25-2010; Ord. 443, 1-25-2011, eff. 2-17-2011; Ord. 455, 10-23-2012; Ord. 475, 11-26-2013, eff. 12-18-2013; Ord. 537, 8-28-2018, eff. 9-18-2018; Ord. 562, 4-23-2019, eff. 5-14-2019)

Section 2. Mesquite Municipal Code Table 9-7:2 is hereby deleted in its entirety. Permitted and conditionally permitted use types are listed in the text for each zoning district. This table will be available from the Development Services Department as an uncodified reference document.

Table 9-7:2
Use Matrix

This table has been eliminated from the Municipal Code, but is available from the Development Services Department as an uncodified reference document.

Section 3. Mesquite Municipal Code Section 9-7B-2 describing permitted uses in the *Agricultural* (A) zoning district is hereby amended to add *Kennel, Fancier/Breeder* as a Permitted Use, as follows:

9-7B-2: PERMITTED USES:

Agriculture use.

Community residence - family.

Crop farming.

Dwellings, single-family detached.

Grazing uses.

Greenhouses.

Horse ranches.

Horse trails.

Kennel, Fancier/Breeder

Manufactured homes¹.

Museums.

Parks and recreation areas and facilities.

Plant nursery.

Playgrounds.

Religious assembly.

Riding academies and boarding stables.

Schools.

Wildlife preserves. (Ord. 172, 9-24-1996, eff. 10-31-1996; amd. Ord. 232, 1-11-2000, eff. 2-7-2000; Ord. 401, 6-24-2008, eff. 7-22-2008; Ord. 443, 1-25-2011, eff. 2-17-2011)

Section 4. Mesquite Municipal Code Section 9-7F-2 describing permitted uses in the *Single Family* (SF) zoning district is hereby amended to add *Kennel, Fancier/Breeder* as a Permitted Use, as follows:

9-7F-2: PERMITTED USES:

Community residence - family.

Kennel, Fancier/Breeder

Manufactured home ¹.

Parks or recreation areas and facilities.

Playgrounds and trails.

Religious assembly.

School.

Single-family detached home.

Subdivision sales office/model home (temporary).

Vacation home rentals in all areas including where permitted by a common interest community or homeowners' association by way of express permission through the entity's declaration of covenants, conditions, and restrictions (CC&Rs), bylaws, or Design Standards Handbook. (Ord. 559, 2-12-2019, eff. 3-5-2019)

Notes

¹ 1. Those meeting the development performance standards found in this article and in section 9-8-7 of this title.

Section 4. Mesquite Municipal Code Section 9-7F-3 describing conditional uses in the *Single Family (SF)* zoning district is hereby amended to add *Assisted Living Facility* as a Conditional Use, as follows:

9-7F-3: CONDITIONAL USES ¹ :

Assisted Living Facility

Aviaries.

Childcare facilities.

Community residence - transitional.

Golf courses.

Home occupations ² .

Homes of more than two (2) stories.

Public, quasi-public and institutional facilities and uses.

Zero lot line development/attached homes. (Ord. 559, 2-12-2019, eff. 3-5-2019)

Notes

¹ 1. See also chapter 8 of this title.

² 2. See chapter 8, article A of this title.

Section 5. Mesquite Municipal Code Sections 9-7G-2, 9-7H-2, 9-7I-2, 9-7J-2 describing permitted uses in the Attached Housing (MF-1), and Multi-Family Housing (MF-2, MF-3 and MF-4) zoning districts are hereby amended to add *Assisted Living Facility* as a Permitted Use in each of these districts as follows:

9-7G-2: PERMITTED USES:

Assisted Living Facility

Community residence - family.

Community residence - transitional.

Duplexes.

Dwellings, single family detached.

Parks and recreation areas and facilities.

Playground.

Religious assembly.

Schools.

Townhomes.

Vacation home rental ¹ .

Zero lot line development/attached homes. (Ord. 544, 9-11-2018, eff. 10-2-2018)

Notes

¹ 1. This use shall only be permitted in subdivisions/projects whose covenants, conditions, and restrictions (CCRs) and/or bylaws, or design standards handbook expressly permit vacation home rentals.

9-7H-2: PERMITTED USES:

Assisted Living Facility

Apartment houses.

Attached housing.

Community residence - family.

Community residence - transitional.

Condominiums.

Duplexes.

Dwellings, multi-family.

Dwellings, single-family detached.

Parks and recreation areas and facilities.

Playground.

Religious assembly.

Schools.

Townhomes.

Triplexes.

Vacation home rental ¹. (Ord. 544, 9-11-2018, eff. 10-2-2018)

Notes

¹ 1. This use shall only be permitted in subdivisions/projects whose covenants, conditions, and restrictions (CCRs) and/or bylaws, or design standards handbook expressly permit vacation home rentals.

9-7I-2: PERMITTED USES:

Assisted Living Facility

Apartment houses.

Attached housing.

Community residence - family.

Community residence - transitional.

Condominiums.

Duplexes.

Dwellings, multi-family.

Dwellings, single family detached.

Parks and recreation areas and facilities.

Playground.

Religious assembly.

Schools.

Townhomes.

Triplexes.

Vacation home rental ¹. (Ord. 544, 9-11-2018, eff. 10-2-2018)

Notes

¹ 1. This use shall only be permitted in subdivisions/projects whose covenants, conditions, and restrictions (CCRs) and/or bylaws, or design standards handbook expressly permit vacation home rentals.

9-7J-2: PERMITTED USES:

Assisted Living Facility

Apartment houses.

Attached housing.

Community residence - family.

Community residence - transitional.
Condominiums.
Duplexes.
Dwellings, multi-family.
Dwellings, single-family detached.
Parks and recreation areas and facilities.
Playgrounds.
Religious assembly.
Schools.
Townhouses.
Triplexes.
Vacation home rental ¹. (Ord. 544, 9-11-2018, eff. 10-2-2018)

Notes

- ¹ 1. This use shall only be permitted in subdivisions/projects whose covenants, conditions, and restrictions (CCRs) and/or bylaws, or design standards handbook expressly permit vacation home rentals.

Section 6. Mesquite Municipal Code Section 9-7N-2 describing permitted uses in the General Commercial (CR-2) zoning district is hereby amended to add *Assisted Living Facility, Kennel, Fancier/Breeder, Second-Hand Store* and *Schools* as Permitted Uses, as follows:

9-7N-2: PERMITTED USES:

All uses permitted in the CR-1, PB, and residential uses of the MF-3 District.

Appliance sales/rental/repair.
Assisted Living Facility
Athletic/sporting goods store.
Banquet facility.
Blueprinting.
Bookbinding.
Carbonated water sales.
Clothing/accessory store.
Computer sales/repairs.
Data processing center.
Department store.
Diaper service.
Discount store.
Drive-through restaurants.
Drugstore.
Dry goods store.
Duplexes.
Dwellings, multi-family.
Dwellings, single family detached.
Electrical repair service.
Employment agency.
Express office.
Food sales.
Funeral home and interment service.

Furniture sales/repair.
Garden supplies.
Gift shop.
Health club; gymnasium.
Heating and air conditioning sales, supply and repairs.
House cleaning and repair.
Household merchandise and furnishing sales.
Insurance office.
Kennel, Fancier/Breeder
Linen shop.
Lunchroom.
Massage therapy.
Medical supplies.
Monument sales.
News dealers or stands.
Notion store.
Paint, glass, and wallpaper store.
Photographic studio.
Photographic supplies.
Pressing, alterations.
Radio and television sales/repair.
Real estate office.
Religious assembly.
Restaurant.
Sandwich shop.
Schools
Second-hand Store
Shoe sales/repair.
Soda fountains.
Sports courts.
Stationery store and bookstore.
Tailor shop.
Tea room or shop.
Telephone sales.
Tennis club.
Theaters, indoor.
Triplex
Townhomes.
Toy store.
Upholstery shop.
Variety store.
Veterinary clinics (small animal).
Watch and clock sales and repair. (Ord. 544, 9-11-2018, eff. 10-2-2018; amd. Ord. 562, 4-23-2019, eff. 5-14-2019)

Section 7. Mesquite Municipal Code Section 9-7N-3 describing conditionally permitted uses in the General Commercial (CR-2) zoning district is hereby amended to delete *Beer and Wine Sales*, and

add *Brewpub, Kennel, Fancier/Breeder, Thrift Store, and Storage Warehouse/Mini-storage* as Conditional Uses, as follows:

9-7N-3: CONDITIONAL USES:

Animal hospital (large animal).

Automobile sales/rental/service.

Automobile service station.

Bakery, wholesale.

Bar, lounge, tavern.

Bed and breakfast inns.

Boat sales/service.

Brewpub

Building materials storage or sales yard.

Car wash.

Check cashing service/deferred deposit service, see section [9-7M-3](#) of this chapter for distancing requirements.

Chemicals, agricultural-wholesale.

Childcare facility.

Convenience market.

Dry cleaning.

Firing ranges, gun clubs.

Flea market/swap meets.

Gasoline sales.

Gunsmith.

Hotel/motel.

Kennels.

Kennels, Fancier/Breeder

Launderette.

Liquor store (package).

Meat market.

Medical and dental labs.

Mobile home dealers.

Park and recreation areas and facilities.

Parking lot (commercial).

Pawnshop. No pawnshop may be located closer than one thousand feet (1,000') from any other pawnshop, as measured by the shortest line between the occupied spaces of the existing or proposed pawnshop. No pawnshop may be located closer than two hundred feet (200') from any parcel with a residential land use category as designated by the comprehensive master plan. This two hundred foot (200') separation requirement is measured by the shortest line between the space to be occupied by the proposed pawnshop and the property line of the nearest parcel with a residential land use category as designated by the comprehensive master plan. The foregoing distance requirements may be waived through the conditional use permit only if it can be shown by clear and convincing evidence by the applicant that a waiver of such distance requirements will not compromise the general intent of this Code to protect the public health, safety, and general welfare of the citizens of the City.

Printing, lithography and publishers.

Public, quasi-public and institutional facilities and uses.

Recreational areas.

Storage warehouse/ ministorage

Supper club.

Taxi stand.

Taxicab office.

Theaters, indoor/drive-in.

Thrift Store

Transient lodging establishment.

Union hall.

Wholesale sales. (Ord. 544, 9-11-2018, eff. 10-2-2018)

Section 8. Mesquite Municipal Code Section 9-7P-3 describing conditionally permitted uses in the Light Industrial (IR-1) zoning district is hereby amended to add *Second-hand Store* as a Conditional Use, as follows:

9-7P-3: CONDITIONAL USES:

Adult uses.

Automobile wrecking and/or baling.

Blast furnace.

Boiler works.

Brewery.

Grease or oil compounding.

Medical and non-medical marijuana establishments.

Mixing plant for cement, mortar, plaster or paving materials.

Parks and recreation areas and facilities.

Public, quasi-public and institutional facilities and uses.

Religious assembly.

Shoe manufacture.

Storage space for contractor's equipment, transit and transportation equipment.

Tattoo establishments.

Tire rebuilding, recapping or retreading.

Thrift Store

Section 9. Mesquite Municipal Code Section 9-7R-2 describing conditionally permitted uses in the Hotel-Tourist (HT) zoning district is hereby amended to add *Brewpub* as a Conditionally Permitted Use, as follows:

9-7R-2: CONDITIONAL USES:

Automobile/tourist courts.

Bars and taverns.

Brewpubs

Casinos.

Condominium hotel.

Gaming.

Service stations.

Spa.

Supper club.

Timeshare units.

Vacation plan sales.

Section 10. Mesquite Municipal Code Section 9-7W-2 describing permitted uses in the Downtown Commercial (CR-3) zoning district is hereby amended to delete reference to “nonalcoholic” restaurants, and add *Second-hand Store* as a Permitted Use, as follows:

9-7W-2: PERMITTED USES:

All uses in the PB District.

Accounting and bookkeeping.

Advertising agency offices.

Airline company office.

Airplane broker.

Antiques, retail (refurbishment, accessory).

Art store (picture framing, accessory).

Art studio or school.

Artist, commercial.

Bakery.

Bank.

Barbershop.

Beauty parlor.

Bed and breakfast.

Bible and church supplies.

Bicycle shop; retail, new (repair, accessory).

Billing service.

Board and rooming houses.

Body apparel shop (new).

Books, new (used, accessory).

Brokerage house.

Cameras and film, retail (photo finishing, accessory).

Candy, retail.

Ceramic products, retail.

Christmas tree sales lot (November 15 through December 25).

Cigar store.

Clock, retail (repair, accessory).

Clothing sale, retail (new).

Coffee shop (breakfast, lunch).

Collection agency.

Computer sales (repair, accessory).

Confectionery, cooking and sales.

Costume rental (sales, accessory).

Credit bureau.

Dancing school.

Delicatessen.

Department store.

Detective or police agency.

Drapery, retail.

Dry goods store.

Electrical appliances, retail (new).

Embroidery shop.

Engineering office.

Finance company.

Fine arts gallery or store.

Florist.

Fraternal association, nonalcoholic.

Funeral home and interment service.

Furrier, retail (new).

Gift shop.

Health food products, retail.

Herbs, retail.

Hobby shop.

Ice cream parlor.

Imported goods, retail.

Indian goods, retail.

Insurance agency.

Interior design or decorator gallery (studio, accessory).

Jewelry store, retail (new).

Knit shop, retail (classes, accessory).

Library (public or private).

Loan company office.

Locksmith.

Magazine sales.

Mail services, parcel post, post boxes.

Market (fruit and vegetable), retail.

Market (meat and fish), retail.

Massage therapy.

Messenger service.

Museum.

Music store.

Newsstand.

Notary.

Offices (business or professional).

Optician.

Perfume, retail.

Photographer's studio.

Photographic equipment, retail (photo finishing, accessory).

Public parks/open space.

Radio, stereo store (new).

Religious assembly.

Residential dwellings.

Restaurant

Rubber and metal stamp, retail (shop, accessory).

Second-hand Store

Sewing machine; retail, new (repair, accessory).

Shoe repair.

Shoe sales, retail (new).
Shoeshine stand.
Sporting goods, retail (new).
Stained glass, retail (studio, accessory).
Stationery store.
TV store, retail (new).
Tailor (new sales; alteration, accessory).
Tearoom.
Telegraph office.
Telephone company office.
Telephone sales (new).

Temporary outdoor display and sales. Temporary outdoor display and sales are subject to the following requirements:

- A. Outdoor display and sales are limited to a duration of thirty (30) days within a calendar year;
- B. The space occupied by such displays does not exceed five percent (5%) of the gross floor area of the building occupied by the business displaying the goods;
- C. Such display does not interfere with traffic circulation or cause the deletion of any required parking spaces. Furthermore, such display will not interfere with the safe, convenient passage of pedestrians.

Theater.
Toys, retail (new).
Transient lodging establishment.
Travel agency.
Watch repair. (Ord. 528, 10-24-2017; amd. Ord. 562, 4-23-2019, eff. 5-14-2019)

Section 11. Mesquite Municipal Code Section 9-7W-3 describing conditionally permitted uses in the Downtown Commercial (CR-3) zoning district is hereby amended to include taverns as the same as “bars”, and add *Thrift Store* as a Conditional Use, as follows:

9-7W-3: CONDITIONAL USES:

Alcoholic beverage sales (accessory to restaurant).
Amusement arcade.
Amusement devices, sales and service.
Appliances, retail (used).
Bar/Tavern.
Blueprint shop, copy service.
Brewpub.
Business school.
Carpet and rug, retail (cleaning, accessory).
Caterer.
Childcare facility.
Clothing sale (used).
Club, supper.
Coin shop (new/used).
Dry cleaning/dyeing agencies, retail (no processing plant).
Equipment rental (within a building).
Factory outlet stores, retail.
Farmers' market.
Filing equipment and office supplies, retail (new).

Filling station (no repair, convenience market accessory).

Floor covering, retail.

Fortune telling.

Furniture sale, retail.

Furrier, retail (used).

Gaming (limited).

Gaming (unlimited).

Garage, public (parking).

Garden supplies.

Greenhouse, incidental to retail sales of flowers, etc.

Guns, retail.

Gunsmith.

Handyman shop.

Hardware stores, retail.

Health center (athletic club).

Hotel.

Janitor and building cleaning service.

Jukebox (rental, sales service accessory).

Laboratory (medical, dental and veterinarian).

Lapidary, retail.

Liquor store, retail.

Mail order house (catalog store only).

Motel.

Paint store, retail.

Palmistry establishments.

Pet grooming.

Pet shop.

Picture framing.

Radio service or repair.

Radio studio (no antennas).

Resort hotel.

Stamp shop, retail.

Street vendors. Street vendors shall be considered in the commercial-central business district only after approval of a special use permit by the city. The following standards shall apply to all such requests for street vendor special use permits:

- A. Only businesses licensed to do business within a building in the commercial-central business district may request consideration for a street vendor special use permit.
- B. Street vendors shall be approved at a specific, permanent location.
- C. Carts used for street vending shall be on wheels and the carts shall not be larger than three feet by five feet (3' x 5').
- D. Only consumable products may be sold from a street vendor cart.
- E. If located within a city or state right of way, encroachment permits and liability insurance shall be required.
- F. If adjacent to or in front of a business not their own, street vendor cart operators shall be responsible for obtaining permission of the affected business and property owner.
- G. Electrical and gas services require review and approval of the building and safety division and the fire marshal.
- H. Approval of the health department is required for all food vendors.
- I. Other conditions deemed appropriate by the city, to mitigate any adverse impacts to adjoining properties and pedestrians.

Thrift Store

TV repair shop.

Tattoo parlor (body piercing, accessory).
Taxicab stand.
Veterinarian.
Vocational school.
Wedding chapel. (Ord. 234, 2-8-2000, eff. 3-3-2000; amd. Ord. 360, 12-12-2006, eff. 1-4-2007)

Section 12. Mesquite Municipal Code Section 9-7Y-2 describing primary permitted uses in the Commercial- Hospital Services (CR-4) zoning district is hereby amended to add *Assisted Living Facility* as a Permitted Use, as follows:

9-7Y-2: PERMITTED USES:

Assisted Living Facility
Birthing center.
Business offices for healthcare, health services and support organizations.
Childcare facility (as part of an employee benefit program).
Diagnostic imaging center.
Eating places and cafeterias.
Education (healthcare related programs).
Florist shop.
Gift shop.
Health club/gymnasium (as part of an employee benefit program).
Hospice.
Hospital, including acute or specialty care.
Medical/dental offices.
Medical/pathological laboratories.
Medical supplies.
Nursing home.
Pharmacy.
Psychiatric or substance abuse facility.
Quick copy establishments.
Rehabilitation facility.
Surgery center.
Urgent care.

Section 13: Mesquite Municipal Code Section 9-8-2-C.7.a is hereby deleted and moved to Section 9-8-6 as follows:

9-8-2: AREA AND BULK REGULATIONS:

...

7. Special Conditions:

Garages or carports shall be located not less than twenty feet (20') from any future width line of any street where the garage door on a carport opening faces the street. Where the yard requirements pass a greater setback, such greater setback shall apply.

Section 14: A new Section 9-8-6 is hereby added to read:

9-8-6: RESIDENTIAL SETBACK FROM FREEWAYS AND DRAINAGE CHANNELS.

A residential building shall not be erected within fifty feet (50') of the right of way of any freeway or drainage channel. The required setback from a drainage channel may be reduced to that which is required in the zoning district; provided, that the channel is concrete lined and/or a protective wall is constructed in accordance with the requirements of the department of public works or city engineer.

(Note: a previous Section 9-8-6, Screening and Buffering, was repealed by Ord. 254, dated 6-12-2001, eff. 7-5-2001. The current text was previously codified as Section **9-8-2-C.7.a**)

Section 15: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 16: The City Clerk is instructed and authorized to publish the title to this ordinance as provided by law.

Section 17: This ordinance shall become effective upon passage, approval and publication.

Section 18: The provisions of this ordinance shall be liberally construed to effectively carry out its purpose in the interest of the public health, safety, welfare and convenience.

Section 19: If any subsection, phrase, sentence, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions.

Section 20: The City Council finds that this ordinance is not likely to impose a direct and significant economic burden upon a business or directly restrict the formation, operation or expansion of a business, and complies with Nevada Revised Statutes Chapter 237.

PASSED, ADOPTED, AND APPROVED this ____ day of _____, 2021.

By: _____
Allan S. Litman, Mayor

Attest:

By: _____
Tracy E. Beck, City Clerk

AYE:
NAY:
ABSTAIN:

PUBLICATION DATE:
EFFECTIVE DATE:

Approved as to Form:

By: _____
Adam Anderson, City Attorney



Technical Review Meeting Agenda Item Report

Submitted by: Tracy Beck
Submitting Department: City Clerk
Meeting Date: January 19, 2021

Subject:

Public Comment

Recommendation:

Petitioner:

Tracy E. Beck, City Clerk

Is this a budgeted item?

No

Fiscal Impact:

None.

Background:

Attachments:

-



Technical Review Meeting Agenda Item Report

Submitted by: Tracy Beck
Submitting Department: City Clerk
Meeting Date: January 19, 2021

Subject:

Adjournment

Recommendation:

Petitioner:

Tracy E. Beck, City Clerk

Is this a budgeted item?

No

Fiscal Impact:

None.

Background:

Attachments:

-