



Notice and Agenda

Regular City Council Meeting

City Council Chambers - City Hall

10 E Mesquite Blvd.

TUESDAY, SEPTEMBER 14, 2021 - 5:00 PM

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

Ceremonial Matters

- INVOCATION
- PLEDGE OF ALLEGIANCE

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, September 14, 2021 Regular City Council Meeting agenda; the July 27, 2021 City Council Meeting minutes; the August 10, 2021 City Council Meeting minutes; and the August 17, 2021 Tech Review Meeting minutes.

- Public Comment
- Discussion and Possible Action

[Cover Page.](#)

[m07-27-21 RCC.doc](#)

[m08-10-21 RCC.doc](#)

[m08-17-21 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

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[City Council - Budget Trsfrs & POS 09.07.21.pdf](#)

[Check Register - City Council Agenda 08.09.21 to 08.22.21.pdf](#)

- 2.3. Consideration of Approval of Resolution No. R21-047, adopting an Interlocal Contract (No. 1312) between the City of Mesquite and the Regional Transportation Commission of Southern Nevada for Mesquite Roadway Project - Leavitt Lane and Hafen Lane Improvement Project.

- Public Comments
- Discussion and Possible Action

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[ResolutionNo_R21047.pdf](#)

[Contract_1312.pdf](#)

- 2.4. Consideration of Approval of Resolution No. R21-048, adopting an Interlocal Contract (No. 1313) between the City of Mesquite and the Regional Transportation Commission of Southern Nevada for Mesquite Roadway Project - Thomas Edison Court Improvement Project.

- Public Comments
- Discussion and Possible Action

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[ResolutionNo_R21048.pdf](#)

[Contract_1313.pdf](#)

- 2.5. Consideration of Approval of Resolution No. R21-049, adopting an Interlocal Contract (No. 1314) between the City of Mesquite and the Regional Transportation Commission of Southern Nevada for the 2021 Traffic Signal Improvement Project.

- Public Comments
- Discussion and Possible Action

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[ResolutionNo_R21049.pdf](#)

[Contract_1314.pdf](#)

- 2.6. Consideration for approval of the Facility Use Agreement between the City of Mesquite and Southern Nevada Health District for 6 months facility use.

- Public Comment
- Discussion and Possible Action

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[SNHD Facility Use Agreement.pdf](#)

3. Special Items

- 3.1. Consideration for approval and ratification of Nicole "Nikki" Thorn as Finance Director and Treasurer.

- Public Comment
- Discussion and Possible Action

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4. Department Reports

- 4.1. Mayor's Comments and Reports

[Cover Page](#)

- 4.2. City Council and Staff Reports

[Cover Page](#)

5. Adoption of Bills as Ordinances

- 5.1. Consideration of the Adoption of Bill B21-006, an ordinance of the City Council of the City of Mesquite, Nevada, Amending Title 7 of the Mesquite Municipal Code "Building and Development" Chapter 1 "Building and Related Codes" by amending the Southern Nevada Amendments to the 2018 International Building Code as required by Assembly Bill 280 approved by the 81st Session of the Nevada State Legislature.

- Public Hearing
- Discussion and Possible Action

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[Bill B21-006 Gender Neutral Restrooms.docx](#)

[All Gender Signage.pdf](#)

6. Administrative Items

- 6.1. Consideration of Architectural and Site Plan Review Case No. ASR-21-008 (Boulevard Apartments Mixed Use) to approve the construction of a mixed use development of 39 multi-family housing units and a 2,900 square foot restaurant, located at 511 W Mesquite Boulevard, the General Commercial CR-2 Zone.

- Public Comment
- Discussion and Possible Action

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[Vicinity Map Booulevard Apartments ASR-21-008.pdf](#)

[ASR 21-008 Boulevard Apartments Mixed Use.doc](#)

[ASR-21-008.pdf](#)

- 6.2. Consideration for approval of Resolution R21-052 for the Purchase and Sales Agreement between the City and Hawaii Food Carts, LLC .

- Public Comment
- Discussion and Possible Action

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[R21-052.docx](#)

- 6.3. Consideration for approval of the Purchase and Sale Agreement between the City of Mesquite and Hawaii Food Carts, LLC.

- Public Comment
- Discussion and Possible Action

[Cover Page](#)

[PSA Hawaii Food Carts LLC \(002\).pdf](#)

[GIS maps.pdf](#)

[Thomas Edison Appraisal May 2021.pdf](#)

[Thomas Edison Second Appraisal June 2021.pdf](#)

- 6.4. Consideration for approval of the Virgin Valley Schools FY21-22 Proposals.

- Public Comment
- Discussion and Possible Action

[Cover Page](#)

[Funding CEAB Proposals 21-22.pdf](#)

[CHMS & VVHS Joint Proposal 21-22.pdf](#)

[VVES Proposal 21-22.pdf](#)

[JLBES Proposa 21-22.pdf](#)

- 6.5. Consideration for approval of a month to month contract, not to exceed three months, for Citywide Consulting.

- Public Comment
- Discussion and Possible Action

[Cover Page](#)

7. Public Comments

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

- 7.1. Public Comment

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8. Adjournment

- 8.1. 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 Tem shall preside; in the absence of the Mayor and Mayor Pro Tem, 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.



AGENDA ITEM
City Council Meeting
Meeting Date: September 14, 2021
Submitted by: Tracy Beck
Submitting Department: City Clerk

Public Comments

Public Comment

PETITIONER: Tracy E. Beck, City Clerk **DEPARTMENT:** City Clerk

RECOMMENDATION:

Background:

Fiscal Impact: None

Budgeted Item: No

Attachments:

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AGENDA ITEM
City Council Meeting
Meeting Date: September 14, 2021
Submitted by: Tracy Beck
Submitting Department: City Clerk

Consent Agenda

Consideration for approval of the Tuesday, September 14, 2021 Regular City Council Meeting agenda; the July 27, 2021 City Council Meeting minutes; the August 10, 2021 City Council Meeting minutes; and the August 17, 2021 Tech Review Meeting minutes.

- Public Comment**
 - Discussion and Possible Action**
-

PETITIONER: Tracy E. Beck, City Clerk **DEPARTMENT:** City Clerk

RECOMMENDATION:

Approve the Tuesday, September 14, 2021 Regular City Council Meeting agenda; the July 27, 2021 City Council Meeting minutes; the August 10, 2021 City Council Meeting minutes; and the August 17, 2021 Tech Review Meeting minutes.

Background:

Fiscal Impact: None.

Budgeted Item: No

Attachments:

- [m07-27-21 RCC.doc](#)
- [m08-10-21 RCC.doc](#)
- [m08-17-21 TRM.docx](#)



Mesquite Regular City Council Meeting Minutes
City Hall – Council Chambers – 2nd Floor
10 E. Mesquite Blvd.
Tuesday, July 27, 2021

Minutes of a scheduled meeting of the City Council held Tuesday, July 27, 2021 at 5:00 pm at City Hall. In attendance were Mayor Allan S. Litman, Council members Wes Boger, Karen Dutkowski, George Gault, Sandra Ramaker and Brian Wursten. Also in attendance were Interim City 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 114 citizens.

Mayor Litman called the meeting to order at 5:00 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.

Ceremonial Matters

Invocation was offered by Bob Bruggeman, Prince of Peace Lutheran Church and followed by the Pledge of Allegiance.

1) Public Comments

1.1 Public Comment

Minutes: Mayor Litman opened up the meeting to Public Comments.
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Minutes: Steve Clutterham: I would like to introduce you to the five members of your current City Council and your Mayor. Many, many of you I've never seen here before. We do this every other Tuesday. I'd like to see you here when you're deciding things that actually impact your City instead of only here to complain when they impact your immediate neighborhood. Thank you.

Minutes:

Linda Harris: I am the Director of Programs for the Virgin Valley Artists Association, I am also coordinator of our free youth program, Get Smart with Art. Tonight I'd like to tell you a little bit about the program and how it benefits the community. This year VVAA teamed up with the Virgin Valley Heritage Museum to offer opportunities for students to reflect on how artists are influenced by history, the landscape, and their personal experiences. We started our in-person classes last November, lessons were offered once a month. Our guest speakers and teachers included a retired physical therapist, artist, a former librarian, art teachers, Elspeth Kuta from the Virgin Valley Heritage Museum, a member of the Paiute tribe, and volunteers who did excavation work for the Lost City Museum. Students learned about the lives of disabled artists Henri Matisse and Frida Kahlo. They heard about what it was like to grow up in the traditional Paiute way and how early settlers in the Virgin Valley wrote about their daily lives in journals and diaries. Students discussed endangered animals and the protected desert tortoise. They created art with scissors, artistic journals, self portraits, polymer clay animals, Native American style pendants, and 3D art from native plants and items found in the region. The program received high marks from parents and students alike. Three more classes are scheduled beginning in August and lasting through October. Students will learn about the history of cowboy poetry, tools and transportation used in the Virgin Valley and early holiday celebrations. They will create art in the southwest style, plein air paintings, they'll make adobe bricks and holiday gifts. The Get Smart with Art program is free to young people ages 8 through 14. Written lesson plans for all classes are also accessible to parents online through the VVAA website. More information can be found on our website, Facebook page, or by calling the gallery. In gallery news, the Virgin Valley Artists new competition with the theme, the Nature of Things will be exhibited August 2nd through the 28th. The award ceremony and reception will be held August 19th from 4 to 6 p.m. We'd like to invite the public to attend. The pottery studio is currently offering Kids' Day on Thursdays through August 26th. Students can create with clay and paint ceramics. So, come on down to the Mesquite Fine Arts Center and see what we have going for you.

eComment:

Minutes: Adam Leverenz: I understand that there are some people who seem to think all law enforcement personnel flawlessly protect and serve the public, and consequently, are above reproach. I understand that there are others, who seem to think all law enforcement personnel are bad, and whose actions would be more indicative of a motto of "To intimidate and oppress", rather than "To protect and serve". Somewhere in between, lies the truth. I would hope, that anyone following the news and current events, and taking an all-inclusive look, would realize that not all law enforcement personnel are good, and not all law enforcement personnel are bad. My opinion is, that most people firmly committed to either one of these two extremes in beliefs, all cops are good, or all cops bad, has probably reached those one-sided conclusions, more as a result of confirmation bias, misinformation or partial information, or from being misled by those advocating for one belief over another. Since all the kerfuffle related to The Mesquite Police Officer's Association using City resources and facilities to influence an election in their favor last year, and the public disclosure that in the past, select private citizens have been permitted, against policy, to use the officers only gym at the Mesquite Police Station, I've read and heard a number of things from various people, which seem like they must originate from either naiveté' or spin. If you're one who thinks it wonderful and vindicating, that nothing criminal's been found out about the police department in either of these two recent occurrences, I'd encourage you to reflect on whether or not you truly believe it wise to have civil servants be able to use tax dollar provided resources and facilities, while on the job, to try and influence ANY election, and

whether or not it's wise of civil servants to selectively disregard the rules, and allow certain members of the public to violate policy, and have access to, and use of City facilities, that other members of the general public are excluded from. Criminal or not, this sort of police favoritism for the special few, should be seen as damaging and wrong. While nothing quote – unquote “criminal” may have been found in these regards, what HAS been found, would be serious lapses in judgment. If this sort of flawed judgment continues as it has in the past, it seems likely the resultant, various sorts of problems, liabilities, bad P.R. and, associated expenses and reputational damage for Mesquite will continue. Some seem dismissive of these occurrences of poor judgement, claiming that talking about them is just bitterness over a past election. They also opine, that any future uncovering of other instances of bad judgment, will be related to elections too. This is not entirely true. I think it'd bode pretty poorly for Mesquite's future, if those in the all good cop, and all bad cop camps, can't even, at the very least, agree that poor judgment's clearly been exhibited by high ranking members of Mesquite's police department, and that it'd be helpful if it were to stop. Thank you.

2) Consent Agenda

2.1 Consideration for approval of the Tuesday, July 27, 2021 Regular City Council Meeting agenda; the June 8, 2021 Regular City Council Meeting minutes; the June 22, 2021 Regular City Council Meeting minutes and the July 7, 2021 Technical Review Meeting minutes.

- Public Comment
- Discussion and Possible Action

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

2.3 Monthly Financial Report and other matters related thereto.

- Public Comment
- Discussion and Possible Action

2.4 Consideration of Bid Award for the Isaac Newton Drive Extension Improvement Project.

- Public Comments
- Discussion and Possible Action

Minutes:

Mayor Litman asked Council if they had any comments or questions regarding Items 2.1, 2.2, 2.3, and 2.4 of the Consent Agenda. There were no speakers.

Minutes:

Mayor Litman opened up these items to Public Comment. There were no speakers. There were no eComments submitted for these items.

Council member Ramaker moved to approve the Item 2.1, 2.2, 2.3 and 2.4 of the Consent Agenda. Council Member Gault seconded the motion.

Passed For: 5; Against: 0; Abstain: 0; Absent: 0 None

3) Special Items

3.1 Presentation from Clark County School District Region 1 Superintendent RoAnn Triana

- Public Comment
- Discussion and Possible Action

Minutes:

Mayor Litman read this item by its title.

Minutes:

Nick Montoya: I don't know if you were aware this July was Back to School supply month and so we placed a bunch of bins throughout the City and as you can see, we've collected quite a bit of stuff and we still have a few more things, but we have till the end of the month, so if you have anything you want to donate for the kids, what we're going to do is we're going to divvy up all those supplies and give a few bins to each school and then the principals will allocate it out where it needs to go. So, we just want to show that there's a lot of support out there for these kids going back to school, full time. Anyway we're excited and we just want to make sure that everybody has what they need to get going and be successful. So, I want to just thank the principals for supporting us and helping, and the school district administration over here, we thank you.

Minutes:

Council member Ramaker: I just want to thank everybody and we have the most generous group of people here in Mesquite and it just goes to show that when you ask for help, that you come forward and you've given again, and just remember we are going to continue for this next week and we're very excited about being able to deliver all this stuff to the schools the week after next.

Minutes:

RoAnn Triana: Thank you so much for inviting me here tonight. My name is RoAnn Triana and I am the newly appointed Region 1 superintendent for the Clark County School District. Dr. Mancl is now serving as the chief academic officer for the Clark County School District and have the pleasure with Sonya Holdsworth, also newly appointed as of July 1st. She is the school associate superintendent for Region 1 and also is the supervisor for Mesquite City schools. This evening we're going to be discussing the quarterly update, which involves updates for fall registration and all the updates regarding reopening our schools this fall. So, registration is currently open. Parents can complete the online registration using the link here or by using the parent portal in Infinite Campus. Parents must submit the required paperwork to the school. Returning students must submit proof of address and parent ID. New students must submit a birth certificate, vaccination records, proof of address, and parent ID. If any help is needed by any parents, families, students, they can contact the zone school. Each site has a registrar or a clerk that can assist as needed. So, for the fall we will have full-time face-to-face learning occurring at the following schools, super excited to say that, and super excited for that. Distance learning will be provided from Nevada Learning Academy, which is a district sponsored online school for any kids wishing to stay online. So, for the 2021-22 school year, Clark County School District has established systems and processes to address each of the CDC safety recommendations in consultation with the Southern Nevada Health District and in consideration of the state and local requirements and guidance. As community health conditions improve, recommendations may be relaxed, if allowed, under state and local guidance. Should health conditions deteriorate, recommendations will be adjusted accordingly. The Clark County School District will continue to provide and support a one-to-one environment in which every student is going to be provided a district owned technology device. We will also subsidize internet connections for families without home internet connectivity via hotspots. Canvas will continue to be the learning management system for the Clark County School District. All teachers are going to use this tool as a platform and resource to provide consistency for students and parents. In order to determine students' academic needs and to provide instructional support, MAP growth assessment will be administered for all grades K through 10 in reading and math. The multidisciplinary leadership teams at each site serves as the team that will assist our kids who are having mental health needs by using academic, attendance and behavior information. The team focuses on students who may require immediate support. Additionally, we've been using a screener and it's called panorama, that identifies students in need and we'll continue to use this throughout the school year. These data points allow for the MLT members to stay focused on the tier needs and to better target the support for each kid who needs it and lastly breakfast and lunch is going to be available for all students at no cost. The Clark County School District received updated waivers from the United States Department of Agriculture and we'll be able to provide free school meals for all kids 2 to 18 years of age through the 21-22 school year. Meals will be distributed during designated school service times. So, with that, I know that was a lot in a short time, and so that concludes the quarterly update and now I'd be happy to take your questions or comments.

(PowerPoint slides)

Minutes:

Council member Wursten: I am just curious as there has been some discussion on are we going to separate out from the different areas in Clark County School District if one area that we feel like the COVID is strong and they decide to go to distance learning again, will they still look at the different areas and say, no, we're fine up here or we're fine up in Mesquite, where we're not down in North Las Vegas, is that something that's been discussed and something that we can look at?

Minutes:

Ms. Triana: My understanding that I know as of right now today that it's being treated as one under the Southern Nevada Health District. So, following their guidance, that's kind of what we've been doing. There's weekly meetings where we meet with them and they give guidance for the whole school district.

Minutes:

Council member Wursten: So everybody is all in one group regardless.

Minutes:

Council member Boger: Can you fill us in on the fundings for the American Rescue Funds and how that is to be spread out for all the schools. Is it going to be something that the district decides or do we get to decide locally based on our needs versus the district's needs, how is that coming along?

Minutes:

Ms. Triana: That is a great question, to my understanding I think we're having public input sessions for that, but I can follow up on that and get you a more concise answer. How about that?

Minutes:

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

Council Member Gault moved to accept the Presentation. Council member Ramaker seconded the motion.

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

3.3 Presentation by Cody Law, Citywide Golf, Inc. regarding the July 2021 Economic Development Report for the City of Mesquite.

- Public Comment
- Discussion and Possible Action

Minutes:

Mayor Litman read this item by its title.

Minutes:

Cody Law: Appreciate the opportunity to be here. I believe we submitted to present about a month ago, but because of the holiday we were back to this state. I do have a presentation. It's a report based on the July numbers. Whoever is in charge of AV, let's hold off till the end. So, I'm going to over some talking points before I lead to that. Before I get into my talking points, I want to show appreciation to the whole community to come out to see my presentation. I

should have wore a tux or something, I appreciate it. So, there's been a lot of developments going on with economic development. For those of you who don't know as I took over the month-to-month contract for Mesquite Economic Development, as we were changing from MRED over to my company, I learned a lot about Colton Teerlink and I decided to retain him as part of my services, rather than go through the school of hard knocks and learn a lot of the lingo that he already knows and bring my strengths, so I decided in my best interest to retain him and so he is part of my full time team. First I want to talk about leads and lead generation. We have quite a few leads that come into the office weekly, specifically they're broken up into a few different types of leads, corporations, developers, and small businesses. Corporations are those large, really the wells that we're trying to go after to try to fill from Walmart all the way to Exit 118, all that land out there and other pieces of land that are available inside or closer to City Hall. Most of those leads do come from LVGEA and the governor's office of economic development and I will get into a little bit more why they come in through that avenue. Second, developers, these are people who already own a lot of land in town and they're looking for opportunities to expand, build housing, and/or put businesses on that land, or we also get leads for people who are looking for land to develop their own businesses or expand on smaller projects, and then small businesses, such as we had one come in from a young lady who is actually relocating from Mexico who is going to move here and she wanted to open a Mexican trinket shop with candy and stuff, and so my point in telling you the different types of leads is because no lead is too large or too small and the responsibilities that fall within my contract are to entertain every lead that comes into the office. Time spent on each lead depends on the type of lead. Small businesses at times it's just making a connection with a realtor or somebody who is leasing office space or it's taking them around town and actually showing them the properties that would suit their needs, and we arrange meetings with the property owners and real estate agents. We spend a lot of time on one-on-one meetings. Some of you have actually been invited to and have accepted and been in a lot of those one-on-one meetings. On some of the larger visits, we've had site visits with all types of leads. Most frequently and in the last month, we've had quite a few site visits from the larger types of leads, the large corporations. Each corporation, the large ones come to us from the governor's office of economic development through site selectors, and for those of us here in the audience who don't know what site selectors are, those are professional site selectors who are contracted by large corporations to go out and find communities to expand their businesses or to start businesses. We entertain a lot of phone calls and personal setting up one-on-one phone calls with these site selectors. This last month, we entertained two very large corporations; and another thing just FYI, anything that comes to us as a lead falls under an NDA, and so I'm not able to talk about specifics about each company. Some of you are actually aware of some of these corporations that we are dealing with right now, because you read in on the NDAs and the company had asked to meet with elected officials during site visits. For example, one of the site visits that came, they've actually been here three times in the last month and most of you were involved in that site selection process, but there's a lot of money that goes into hosting people for site selection. Sometimes it's airfare, sometimes it's really nice dinners, hotels, taking them around the town, taking them golfing or just showing and introducing them to other business leaders who have been here for years, so that they can get an idea of the family, close-knit community that they're looking to house their business at. And each one of these site selectors is looking for a specific type of community that meets all of their needs, knowing that there's not one perfect fit, but that they can work within the parameters that they're looking for. Specifically, my next point, I want to talk about are challenges. The biggest challenges that Mesquite has faced in the past, probably 15 years for the growth, is labor force and labor force housing, and when I first submitted my proposal, almost everyone of you talked to me very blatantly about labor force, what am I going to do for labor force and labor force housing. During this, one of these previous site visits from

one of these corporations, we actually brought in presidents and vice presidents of tech colleges in the 100-mile radius, from SUU all the way to Las Vegas, so from Cedar City to Las Vegas. A lot of them were interested in Dixie Tech, because a lot of these companies are manufacturing companies that are looking to build large facilities out in the industrial area; and without jeopardizing any NDA I can tell you that so far these large corporations are no less than \$150,000,000 investment in the dirt before they hire their first employees. So, these are big companies and they have great concerns when it comes to labor force and labor house. With the labor force and labor houses, we've already been meeting a lot with people who currently own land and they want to develop. Colton and I had a meeting with some landowners who own quite a bit of acreage here in town who came to us and said we've heard there's some movement happening on the economic development side, what can we do, what does Mesquite need in order to make this growth happen? That was a perfect timing for us. So, we talked to them about we need labor force housing and more single family residence housing and more affordable, because these are labor jobs that we're bringing in to town, and these land developers have already asked for us to make connections with local construction companies to start getting bids and looking into what type of buildings they can put on their property. We've talked specifically about education. We want to work closer with the high school and to make sure that they can be feeder markets for these tech-type colleges. On average, the starting wage salary for anyone at these companies that we're entertaining right now is \$50,000 to \$60,000 a year plus benefits, plus they'll pay for schooling, and some of them will actually, through state programs, will help relocate if we have to bring them in from outside of Mesquite, which brings me to why are these large leads coming from the state. We were recently on a phone call with another site selector and we brought up the question, have you seen one of our ads? For the past few years, Colton has done a good job at putting out a wonderful website, it's called choosemesquite.com, we have a nice logo, we have a phone number there, but for some reason not a lot of those leads are coming through there, they're coming through the state and the site selector specifically said, yes, I've probably seen the ad, that's probably how I got the idea, but in order for us to get tax abatements we have to start at the top. And so when they start at the governor's office, then it trickles down to LVGEA, then they call us, they make up some fictitious name and then we host them. So, that brings me to my presentation of the marketing because what has changed a lot since before my time is we spent a lot of the focus and money on getting the message out there that we've got this land and we want to develop it and we are family friendly, we're corporation friendly, we're tax friendly, and it's getting in front of the eyes that we get to choose, because we use social media, we use traditional print media and I've got some samples, they're also in the report, and so let's go through this. This is the report that I gave for the month of June. The next report that comes will be next week when I submit my July report. Next slide; so this is just a sample of the full page ad that was put in Business Facilities Magazine. I'll relate back to this when I get to the final ad, because currently I'm on a month-to-month contract, I've asked for an annual contract because it is extremely hard for me to negotiate a lower rate for any type of advertising, be it digital or print, unless I can put together a full campaign, and so for an ad like this, that you can see out there that costs us \$5500, it probably could have got a couple of thousand less if we would have bought more in bulk. But, it's a beautiful ad that we've paid an ad agency to create and so the point is all of this costs money, right? Let's go to the next, and then this magazine actually sends me leads every week. These are leads that people see the ad in the magazine, they go to the website, they fill out their information. Some of them are not very valuable leads, it's just other magazines who want me to buy an ad from them, but we have had some valuable leads that we are and have been following up with to see how big of interest they have in our community. Next slide, this is where we have been able to fine tune our marketing. We've taken the social media campaigns or the social media videos that MRED put together under Colton's tutelage that we've been able

to focus them on different parts of the industry. If they're looking for strictly, if they want commercial land we've got a video for commercial land, if they want to see the full three to five-minute video, about two and a half minutes, it shows everything we have to offer in two and a half minutes, then we put that out there and we target different people. If they want to see the industrial area, it only shows industrial area and the great thing about social media specifically LinkedIn and Facebook, is we can target those decision makers specifically and we can track where those ads are being seen through the backend analytics. Next slide, so this was shortly after we started the social campaigns, these are just some of the small analytics from Facebook and LinkedIn. You can see LinkedIn is quite a bit more expensive because more business owners, more people that are looking to get better jobs are on LinkedIn and Facebook is obviously a social network, but LinkedIn is more job related and so LinkedIn charges more for ads. These two snapshots were just right after we started doing ad campaigns and so the numbers aren't too impressive. LinkedIn shows that we have a little over 14,000 impressions and for Facebook just over 1200, and so as we dial down and we get smarter about the exact person we're trying to get in front of on social media, then we become smarter as we spend those dollars on social media. Next slide, this is what I was talking about earlier, so, here's all the fund names that we get. Before we started doing aggressive media campaigns, Colton told me on average we would get three to five leads per month maybe from the LVGEA, also from the governor's office as well and lately we're getting two to four a week. So, we know the marketing is working and it's all about making the deal flow happen, and I don't need to go back into deal flow because I presented to all of you many times on how important it is, when I bring someone to the door, whether it's to an agent or to the City Hall, we've got to be willing to work with these people to make the deal flow happen. I need to say kudos to Martine Green who has helped out a lot with getting the information to the site selectors because when we first started there was some miscommunication; however, when I bring these large deal flow people to the door, there's no lag right now and we enjoy a good relationship on that part. So, some of these leads that come back to the LVGEA lead, some of these leads that come to our front door, we don't qualify for. So, Colton and I look over these leads, like Project Phoenix, they required 100,000 square foot existing facility, we don't have one available that they can lease or buy, so, we were not able to submit. All these other ones we're not able to provide all the data that they need; however, because that's all under the NDA with the governor's office, we've submitted for those and some of those already have come out and others, hopefully, fingers crossed are planning on site visits soon. This is just another part of the monthly report. I told you I'd be transparent on what the money is being spent on. So, we had to pay \$3500 fee, this is an annual fee, GIS services is embedded into the choosemesquite.com website, so if we have site selectors, real estate agents, etc. who want to do their own research without making a phone call to us or a lot of times they actually call City Hall because most places have economic development in-house. So, your in-house staff gets a lot of calls and then they refer them to us. So, if there are people who don't want to make those phone calls, they can get a lot of information through their own research that we've partnered with the GIS services. And then this last part is Project Washboard, this is the one that you've all either texted me, called me, or talked to me individually, has it happened, because we've all been working on it together. What I can report is it's out of my hands now, it's in the hands of the real estate agent and the client, which is a great thing because all the details of it has been done, we've done a great job at rolling out the red carpet, a lot of you were there during parts of one of the three site visits. As far as I know, we're at the finish line and that's all I can share with you right now because until there's an actual contract signed and the NDA is brought down, that's all I can share with public right now. But, this is another example of why I have strengths and when we bring people to wine and dine in Mesquite. This was the booklet we put together for the president, the vice presidents, all the decision makers who came and the site selectors who came on this trip, it

was barely a 24-hour trip, as they got off of their flight, we handed them this booklet, we told them exactly what we'd be showing them over the next 24 hours and during that 24 hours they were able to see and make references to every point of the community we were going through. So, we can go through these slides fairly quickly, most of you on the Council have seen this booklet more than once. So, it's professionally done, it makes us look great as a community so that the companies when they... this is the agenda we sent out. We asked them specifically what they want to see and what kind of statistics Mesquite has. This one right here, these statistics are based off of the census of 2010, and so we're waiting for updated numbers from the 2020 census, as far as our local statistics. Again, those are more statistics on the City. These are the sites that they were looking at. One of them is privately owned, the other one is owned by the City. They wanted to talk with and meet with the local developers and local business owners from different industries, because they wanted to know why these people live in or chose Mesquite. So, these are the few case studies that they asked us to put together and we sat down with each one of these business management companies. So, we showed them developers, we showed them golf course managers, we showed them Eureka, we had dinner at the Eureka, a few of you came to that dinner. The reason why we asked Andre from Eureka to come is, we wanted him to talk specifically about what Eureka has done to put so much money into this community, because this specific client that we're talking to, wants to come to a place that they can do the same thing. Then, we talked about Deep Roots Harvest as another case study. And then, per their requirement, they wanted Will Serve letters from all of our utilities and that is another part of site selection and even before site selection that most places want to know if we have the capacity and the bandwidth to handle whatever it is they need to service their companies. At the end of this packet we put in what it takes to get permitting, but we also said that we have a very strong relationship with the City of Mesquite and a lot of this stuff can be expedited. We've talked with Mr. Secrist quite a bit, we've talked with Travis quite a bit and Council and everybody is on the same page that if we bring them to the door, we're going to make these deals happen, if they're a good fit for the company and for our City. Then finally, at the end of this specific site visit, we had specific people from the workforce house training, CSN came, we had Dixie Tech; if you haven't visited their facility, it's up where the old airport used to be in St. George, up there on top of the Bluff, it's a wonderful facility; they've visited it twice already. All of these tech schools and community colleges have offered up programs that they will customize for each individual company that we bring in and they will house and train them as needed, and Dixie Tech is also partnered with Southwest Tech, which is out of Cedar City. And again, this returns back to why did these larger leads come in, it's because of the tax abatements. The biggest caveat to these large corporations wanting to come to Nevada in general is because of our tax incentives, but they've also learned that moving here to Mesquite and working specifically with a Council that is very pro business right now, we have a lot of incentives for them to get here. That's in there because my first presentation to the City I wasn't allowed to show what my budget would be for the year, there's what the budget would be, the last MRED was \$190,000, my budget would be \$230,000 and that is to be able to host and house more of these large corporations that's put into the travel expenses and to also bring on other consultants as needed. So, with that, does anyone have any questions?

Minutes: Mayor Litman asked Council if they had any comments or questions on this presentation. 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:

Council member Wursten: I will make that motion. I'd also like to tell Mr. Law that I appreciate all of his hard work and some of the things that are coming down the pipe are really exciting, so I think as the people of Mesquite find out what's going on they're going to be excited as well, so I move to accept that.

Council member Wursten moved to receive the presentation by Cody Law, Citywide Golf, Inc. regarding the July 2021 Economic Development Report for the City of Mesquite Council member Dutkowski seconded the motion.

Passed For: 5; Against: 0; Abstain: 0; Absent: 0 None

Minutes:

Mr. Hardy: I apologize for being a few minutes late, there was an accident on I-15 I think, coming out of Las Vegas that really caused a problem, so be thankful we don't have traffic like they do. My apologies and I know you've got quite an agenda, so I'll attempt to be brief. I was really pleased to be able to hear Mr. Law's presentation about economic development and what's occurring there, it's something we've looked at for a long time and of course we knocked down the biggest objection or concern people have with the gas and so that's exciting, I was thrilled to see that Will Serve letter from Southwest Gas, that's a game changer for us, so I appreciate the opportunity. As many of you know, this was a very odd session and I apologize, I know there was some comments a few weeks ago that apparently my regular reports had not gotten to the Council, I apologize for that, I think each of you have received those now. I will make sure that those go directly from my office to you in the future. So, for the first 90 days or so of the 120-day sessions, this was a completely remote session. Early on in the process, in fact leading up to the process, leadership in both houses made it very clear that as the speaker said this was going to be a nuts and bolts session. This was going to be a session where we were going to deal with the budget, a few other matters, and then we're going to leave Carson City until the pandemic passes. There were some exceptions to that, there were some legislation regarding social reforms, some other things like that that the legislature did address this session, but they didn't even get to the number one issue that they normally do every 10 years and that is redistricting. Because of COVID, the redistricting numbers were not available, so early in the session, legislative leadership announced that they will be calling a special session for either late summer or starting to look like early fall now, to deal with redistricting and reapportionment, of course that's an issue that's always of great concern for Mesquite because that will indicate who our representatives are. In the past, we've always had some success at least in the senate of getting two representatives, which increases our influence. So that's something that will be dealt with in the fall. In addition to that as you all know, there's been some Federal dollars that have been allocated to Southern Nevada and to Nevada. While some of those dollars were spent to offset some of the cuts from the special session last summer, the legislature and the governor also indicated that we would come back in another special session to deal with those Federal dollars. In my conversations with the state treasurer, that's going to be a fairly complex process because we're just now starting to get decent direction from the US Treasury on how those dollars can be spent. So, whether it's this fall or early next year, the legislature will again go back into session to look at those dollars. Much of that will be what they call congressionally designated expenditures and so we're going to need to work very closely with our congressional delegation to make sure Mesquite is on the forefront of that. With regard to the individual legislation that we dealt with this session on behalf of the City, I'll go through these quickly and then open it up to any questions; of course, we had a Bill to make a change to

our Charter, to change the method for hiring City Managers and City Attorneys, that legislation did pass. There was also interestingly a piece of legislation dealing with "tiny houses." Our concern there, so some of you are familiar with this new trend for people building tiny houses. Our concern from the lobbying side, from the legislative side, is any time there's a mandate from the Federal Government on us to do something, we push back, we think those things belong at the local level. We always say that the problems of government are best solved at the level of government closest to the people and this legislature I'll just say is getting very aggressive in taking on what I would consider local government functions and so we're working and that Bill did pass, but we were able to get some significant amendments to keep the authority of local governments intact. One of the Bills that did not pass that I want to make you aware of because I think it's going to be very central to the next legislative session and it's a very important issue. Senator Dina Neal who chairs the Revenue Committee in the senate introduced Senate Bill 346. Her intent in that Bill was to bring cable services and streaming services on par. As people are, as we say, cutting the cable and moving away from cable service, our infrastructure, our taxation infrastructure is very much set up to tax and franchise agreements and that sort of the cable services. So, this was the first step attempt to figure out how local government is going to deal with that and of course it's a slippery slope, because philosophically streaming services don't require the same government services that cable does. They don't use our trenches, they don't use our right-of-way, they don't use those sorts of things, but this is a discussion that's going to become front and center in the next couple of years and we're going to want to be very very involved in this. We were involved in the negotiations with Senator Neal and we'll continue to be involved with Senator Neal as this discussion moves forward. Another bill that was interesting is Nevada took a move towards, as other states surrounding us have done, the decriminalization of traffic offenses. AB116 and AB151 dealt with the decriminalization of traffic offenses. Now, not dealing with the philosophy or the policy question, that really wasn't our concern or our issue. Our concern was the cost that's going to be associated with implementing that change and so we spent a lot of time on this legislation. Ultimately, the bill passed, but there's an acknowledgement from the legislature that this is going to be a very fluid process. The estimated cost of moving away, specifically not in lost revenue from offenses, the total infrastructure has to be a change adopted for the decriminalization of traffic offenses. So, this legislation passed, which is going to put us on that pathway towards meeting to figure out how to accommodate that. Now, my guess is and my suspicion is there might be some money available from the Federal Government to work on an implementation, but we did talk aggressively with the legislative leadership and the sponsors of this Bill about the potential hardship this will have on local governments financially as we make that transition. There was legislation dealing with the Open Meeting Laws, there always is, this was pretty specific though to make it clear that statutorily local governments and other agencies have the authority to do remote meetings and set up the statutory structure to be able to do that, that was a pretty good piece of legislation. Another couple of Bills, AB322 and 341 dealt with cannabis events and lounges, again not really weighing in on the policy idea or policy function. Our concern in both cases on this legislation is to make sure that the local government had complete autonomy and control. We don't have a problem if the state government allows cannabis lounges or a cannabis event, but what we do want to make sure is that nothing in the state statute supersedes the ability of the Council to control and set those up. We were able specifically and I worked individually on this for the entire session. We were able to get language in both of those bills that preserved the rights and the powers and the abilities of the local government to have control over that. So, these things are allowed through the cannabis board, but local governments will have their ordinances in full effect. There's nothing that supersedes in the state law what you decide to do as a Council, and that's always an objective that we have. There was legislation dealing with transient lodging, the Airbnb. We already have an ordinance

on the books with regard to that, so initially my concern was to make sure that we were held harmless or that we were grandfathered in; and talking about the concerns with regard to this with Senator Hardy, Senator Hardy was the swing vote on this legislation and he was able to just get Mesquite exempted completely out of the bill. This does not apply to the City of Mesquite. So, we have Senator Hardy to thank for that. Again, another example of the legislature and I'm not hesitant to say it, because I said it to the legislature's face many times. There are local government issues, why is the state involved in these issues? These are local government issues to be decided at the local level. But thanks to Senator Hardy, we were able to get the City completely exempted out of that Bill. AB368 was an interesting Bill that the majority leader actually from the City of Reno brought forward to completely eliminate the concept or the idea of tourism improvement districts. There's frustration in Reno and Northern Nevada with the way tourism improvement districts were used on the Reno ballpark and so their solution was to just eliminate it completely. I personally again engaged in this and was involved in the conference committee where we adopted an amendment that... their main concern was stadiums. I see councilmember Boger has got his A's shirt on. There was obviously concern from the Northern Nevada guys that they would use tourism improvement districts for the A's Ballpark. Again, why is that a state issue? Which was my point. Tourism improvement districts for folks like Mr. Law are a tool in the toolbox that are very important, they have not been abused in Southern Nevada, they've been used to great effect in Southern Nevada. It may or may not be a method that we use if the A's are willing to come, but I was able to get an amendment in Conference Committee and I actually spent some time with the governor's office on this with regard to concerns about this being taken out of the toolbox. I was able to get an amendment in the Conference Committee that just limited it to say you cannot use tourism improvement districts for sports stadiums, they don't like it, but as you know the process is all about compromise. At the end of the day however, the governor vetoed the Bill, which I think is a good thing as we go forward not knowing, again whether these are used or not, is a decision for the local governments and that tool in the toolbox is important. Property tax cap, obviously that's something that we went in as a priority on behalf of the League of Cities and the League of Cities brought forward a Bill to try to address the property tax cap and the failures that exist there. There was no appetite, zero appetite for the legislature to look at removing any or adjusting any property tax cap. Legislative leadership made that very clear early on. As a result of that, I am working with a group of organizations to try to get private funding for a study, not just of the tax structure regarding property tax, but the tax structure in Nevada altogether. We have not done a _____ list of study of our tax structure since 1989, a Pricewaterhouse study. Actually the very first official document I read when I started my political career in 1990, when I ran for the assembly, was the Pricewaterhouse study. We then completely ignored everything that was in it, didn't pay any attention to it and did what we wanted to anyway to our detriment. We have a tax structure in Nevada that does not match our economy. It's time to go back and revisit the tax structure in Nevada in it's entirety, including the property tax structure, and so I am sort of leading the charge on behalf of those interested in that with some private sector groups to fund a study. I'm working some philanthropists and nonprofits to try to find a way to do that. The last thing I'll touch on was innovation zones. Some of you might recall the governor in his State of the State address talked about innovation zones and how he wanted to create these innovation zones that basically give corporations local government powers. When I spoke to the governor's office about that and expressed our obvious concern about giving local government powers to corporations that might compete with the tax payers, the governor asked if we would just keep our powder dry and hear him out. And that's what he and his staff asked, I in speaking to the City leadership said okay, we'll hear you out, we'll see what you have to say, we won't beat up the proposal, we'll hear you out. Ultimately nothing happened on that, except that the governor directed a study to occur on innovation zones. Again, it could be the best

thing in the world, could be horrific, we don't know, but we stood back, we agreed to let the governor have his time to try to make the case for this and that process is going to be ongoing. So, I'll stop there your honor and answer any questions. That's sort of a 30,000 foot view of this very strange legislative session.

3.2 Presentation by the Hardy Consulting Group regarding the 2021 81st Regular Nevada Legislative Session and other matters properly related thereto.

- Public Comment
- Discussion and Possible Action

Minutes:
Mayor Litman read this item by its title and deferred to Warren Hardy.

Minutes:
Council member Wursten: I just want to thank Mr. Hardy, he does a great job for us, for those of you who don't know what he does, he's our consultant to the State Legislature and he does a wonderful job. He has an immense amount of contacts up there and he's one of these people that doesn't sugarcoat things. If it's not something that going to be on line, he'll tell you. He just puts it out there as it is, and I just want to thank him for the wonderful job he's done in this legislative session and through the legislative sessions I have dealt with him before and thank you for that.

Minutes:
Council member Gault: Would you go into a little more detail on SB150, the tiny homes thing?

Minutes;
Mr. Hardy: Senator Dallas Harris apparently wanted to purchase a tiny home and started to look through that process and to determine how she would do it and she determined that there's no specific direction in local government ordinances regarding tiny houses and where they can be situated and where you can put them. So, she put out a fairly omnibus Bill that local government said this is how you're going to provide an ordinance for tiny houses. Our position was, Senator, tell us to do it, put it in statute that tiny houses are legal in Nevada, but let the Councils decide how they want to incorporate them. Whether they want tiny houses in estate neighborhoods, but just mandate that we do it and let us do our job. At the end, something close to that happened, it's a little more prescriptive than we would have liked but it became pretty clear that she was going to get the votes; and I need to touch on something, in working with the other local governments and some of you know I work with the organization called the Urban Consortium that represents some of the other local governments, I've worked with the League of Cities through the years and we are going to have... in 2015, we got a piece of legislation passed that is essentially non-fiscal home rule for local governments. It basically says, unless there's a compelling reason for the state legislature to act on these types of things, you got to let the local governments do it. That was passed, we worked hard on that in 2015 and it's been largely ignored. We, because of all these Bills, spoke with leadership in both houses and said we're going to have to have a conversation in the interim about what that means, because the role in my mind and again for people that don't know me, I was a member of the state senate representing this area for 10 years, in my mind, the role of the state government is to set broad policy. In other words to say, you have to allow tiny houses. Beyond that, it's the local government's jurisdiction to decide how to implement that. And so we

got as close as we could as I said, councilmember Gault, it's a little more prescriptive than any of us would have liked, but by the same token it gives us some ability to still have local control over it.

Minutes:

Council member Wursten: I am sure people out here would like to hear, is there any discussion on what size these houses we're talking about or is there any discussion about that or?

Minutes:

Mr. Hardy: Those were the types of things we were able to get sort of pushed back to the local governments and I will say on behalf of Senator Harris, she's fairly new to the legislative process and she was really wonderful to work with. She said just give me your amendments, what do you want to do? Now the problem is, our amendment is, go away. So, and that's what I told her, I said, look, Senator, my amendment is this isn't any of your business, but I understand you're not going to accept that. So, all of those things were discussed, councilmember as we looked at what this should apply to, how it should apply, and as has always been case, in all the years I've represented Mesquite, both as your lobbyist and as your legislature, it's always been about local government control. Let us decide, let the community decide, let the community make the case to the Council. We got pretty close to that, but at the end of the day it didn't get that prescriptive, it allowed some of that to be kicked back to the local governments and we haven't heard the last of this. I'm fond of saying and I can say this, because I used to be a member, the next time the legislature gets these kinds of policies right the first time, will be the first time, because these are big issues that take time and by her own admission and my conversations with Senator Harris, this is going to be back.

Minutes:

Mayor Litman: For those who haven't studied tiny houses, I did take a look into them and they run anywhere from 180 square feet to a rather large tiny house of about 320 square feet, they're pretty small. I lived in Hawaii for a long long time and over there they call them Ohanas, which people would build a second house on their property in around that size, sort of a casita style, but fully contained, so that's I think what they're referring to now. In fact so small that you can put them on the back of a large vehicle and transport them around.

Minutes:

Mr. Hardy: They are the size of a large travel trailer or a medium size travel trailer at most, but they're all the craze right now. My concern, Mayor, is this new direction that the legislature is taking and injecting itself into things that ought to be local government control and I intend to have conversations with the governor's office as well as legislative leadership, because Nevada, local government needs control over these things.

Minutes:

Mayor Litman: We don't have home rule in our state, as does a number of states do not have, so that so many of decisions are not within our hands to deal with whatsoever. As you said, they did make some changes a few years back, but ignored them, exactly, and again took the control away from us.

Minutes:

Mayor Litman opened up this item to Public Comment.

Minutes:

Dave Ballweg: I would like if Mr. Hardy would tell us if the control of marijuana lounges go past zoning, I don't think you can actually ban them in a community, so, that was the same thing under the recreational marijuana, I think it's just restricted to zoning control.

Minutes:

Mr. Hardy: These two pieces of the legislation dealt specifically with consumption lounges and cannabis events, so it didn't make any changes with regard to the ordinances and how local governments can adopt ordinances, that's still all under the control of the cannabis control board, but there are some, especially in Clark County that want to come in and have these consumption lounges, because right now it's only legal to consume in your own home. They wanted to have the ability to do lounges that are dedicated towards that and events that are dedicated towards that, and the types of things that were being discussed is whether you could also have alcohol at these events and obviously law enforcement was very concerned about that. Again, we stayed out of the policy and focused on that as a local government decision. So, it really made no changes to the ordinances, Mr. Ballweg, it's focusing on how... so they're now legal, consumption lounges and consumption events are now legal; however, they have to come to the Council to decide how those will be implemented in Mesquite or whatever the City is and that was our main objective, is to make sure that you as a Council had complete control over that.

Minutes:

Mayor Litman: Let me throw my one comment in about the consumption lounges, not while I'm here, not while I'm here. That's the last thing Mesquite needs, is consumption lounges.

Minutes:

Mr. Hardy: I am pleased that we armed you with the ability to say that, Mayor, that was our main objective.

Minutes:

There were no eComments submitted for this item.

Council member Boger moved to receive the presentation by the Hardy Consulting Group regarding the 2021 81st Regular Nevada Legislative Session. Council Member Gault seconded the motion.

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

4) Resolutions & Proclamations

- 4.1 Consideration for approval of Resolution R21-036, a Resolution of the City Council of the City of Mesquite finding that the sale of approximately 0.51 acres of City owned Property located at 225 Jody Court authorizing the sale to Juan Carlos Sanchez and Maricela Perez.

- Public Hearing
- Discussion and Possible Action

Minutes:

Mayor Litman read this item by its title and deferred to Martine Green.

Minutes:

Ms. Green: On July 6th, the Council approved the Resolution to sell the parcel. So, it's parcel number 1, so that's in Leavitt Estates, it's a small sharp plat that's right behind the Casa Blanca and we've already sold two of the lots in there, we had three total, so this is the last lot and so the resolution on July 6th approved the sale and this Resolution is to approve the sale to a private party and it's a husband and wife, and there's been a whole chain of events that has happened and that's why there's two appraisals that are attached to the item. So, I'm going to go ahead and read this. This is the actual resolution, and it says the City owns lot 1 at Leavitt Estates, that is 22,216 square feet, approximately 0.51 acres, it's 225 Jody Court. In September 2020 last year, Steve Cude did an appraisal and the property came in at \$100,000. On November 24th, the City held an auction and it was held in the Council chambers here and there were no bidders, so then, consequently in June of this year, we did another appraisal on the property and it came at \$121,000, so you're probably wondering why we've done two appraisals on the property. We didn't have any bidders in November, but we did have the husband and wife come in in January and I'm going to read the letter from them and it's going to explain exactly what happened. And it says: Dear Martine, Juan and Maricela, husband and wife, are writing to you to inform you of our interest to purchase lot 1 in Leavitt Estates located at 225 Jody Court. An appraisal was done on the property on September 2, 2020 indicating the value to be \$100,000, we came to Mesquite City Hall at the beginning of this year 2021 with an interest to purchase the lot for \$100,000 cash and spoke to Janice Ridondo, we heard nothing for several months and came back into Mesquite City Hall in May to enquire again about purchasing the lot. We found out another appraisal was done on June 4, 2021 valuing the lot at \$121,000. We are cash buyers and it is our desire to purchase the lot at the original appraised value of \$100,000, when we first came in to City Hall at the beginning of the year. We have worked hard to save this money to build our dream home on this wonderful property. Thank you so much for your consideration. And then they signed the letter and it's attached. So, I'm asking you, I leave it up to you now to decide whether #1, to sell to this husband and wife, they were unrepresented, they did not use a real estate agent, we don't pay a real estate commission, and to decide at what price to sell the lot for.

Minutes:

Mayor Litman asked Council if they had any comments or questions.

Minutes:

Council member Wursten: I don't necessarily have a question, it's just that these people did look at that appraisal, it came in and in January when there wasn't a second appraisal and offered to pay the appraised price and it was the City that drug their feet through all of this and that's what caused us to have a second appraisal. I guess I would recommend that we go to the appraisal that they went ahead and put their offer in for, I don't think it's right for us to change that after the fact. So, that would be my comment on that.

Minutes:

Ms. Green: I did not actually meet with them the first time, I didn't see them, they met with Janice, but when they came in again in May, I spoke to him directly and he said, what is going on? We have cash, we've been saving to buy this property.

Minutes:
Council member Wursten: And they made an appraised offer, right? At the appraisal price.

Minutes:
Ms. Green: Yes they did.

Minutes:
Council member Wursten: I feel comfortable that that's where we need to go with is.

Minutes:
Council member Gault: I am certainly sympathetic to the lag at hearing with these folks, but question for our attorney, can we do that under law?

Minutes:
Adam Anderson: Based on the Charter because the lot is less than 25,000 square feet, the Charter allows you to sell it for less than fair market value, and the Charter section is attached, so, yes, you can do that.

Minutes:
Mayor Litman: I am also very familiar with this situation. Somehow, the City let this slip by, we've sold other properties within that same tract for considerably less in earlier appraisals as I understand.

Minutes:
Council member Ramaker: I just wanted to say and I talked to these people as well and they also came to me concerned when we were approving other properties and wanted to know when this one was going to come forward and so we ended up starting basically almost a whole new process and I agree that we need to sell this to them at their original \$100,000 that they offered, I think that's a fair...

Minutes:
Mayor Litman opened up this item to Public Hearing. There were no speakers.

Minutes: Mayor Litman closed the Public Hearing and turned it back over to Council for comments or questions. There were no speakers.

There were no eComments submitted for this item.

Council member Wursten moved to approve Resolution R21-036 the sale of approximately 0.51 acres of City owned Property located at 225 Jody Court authorizing the sale to Juan Carlos Sanchez and Maricela Perez. Council member Ramaker seconded the motion.

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

4.2 Consideration for approval of Resolution R21-038. A Resolution of the City Council of Mesquite, Nevada providing for the transfer of the City's 2021 Private Active Bond Volume Cap to the Nevada Rural Housing Authority.

- Public Comment
- Discussion and Possible Action

Minutes:
Mayor Litman read this item by its item.

Minutes:
Dodie Melendez: This is a normal process that we do every year. This is to help the rural housing with the new building project that they have going, so we just transfer the funds to them.

Minutes:
Bill Brewer with NRHA: The Bond Cap that we are talking about is Private Activity Bond Cap, it's allocated to the City and to each jurisdiction. Each year half of the State's Bond Cap is allocated locally as required by state law and Mesquite gets about \$1.3 million and change this year. 15 years ago, we launched our Home At Last home purchase program and since that time, we've gotten \$2.1 billion out the door to assist 10,000 families across rural Nevada. We've assisted 18 home buyers in the Mesquite area with \$3.1 million in affordable mortgages, in fact over the last year and a half the mortgages that have closed here have been under 3.5% interest rate, which is pretty phenomenal. We've hired a gentleman named Kevin Hickey, who is now full time in our Las Vegas office, we expect to see greater activity in our program out here in Mesquite. What the Bond Cap does is fund our mortgage credit certificate program. The mortgage credit certificate gives the home buyer a direct tax credit for up to \$2000 a year on their mortgage interest, and we all claim mortgage interest as a deduction on our taxes, but this is a direct tax credit and so the lenders look at that as additional income for the buyer, that means they can buy more house with this MCC in their pocket. It really is a help to lower and middle income home buyers, that's what it's really designed for. We, Nevada Rural Housing Authority goes to local communities like this to gather up the Bond Cap and so we can have a robust NCC program statewide in the rural communities. Major benefits are the \$2000 credit each year, that's treated as qualifying income, approximately \$167 a month, they can add to their ability to make a payment. I want to point out for sure that transferring the Bond Cap does not create any obligation for the City of Mesquite, this is not money or funds, it's actually just the opportunity to issue debt and we are requesting that to come to Nevada Rural Housing this year. Nothing happens to it if the City Council takes no action before September 1st, that Bond Cap reverts to the state and then the state decides what they want to do it with it. So, we're asking for your continued support this year. I'd be happy to answer any questions you may have.

Minutes:
Council member Wursten: I would like to ask you to update us on where you are with some of the projects that we've talked about in Mesquite. Can you tell me where we are with those?

Minutes:

Mr. Brewer: We have the primary project we're talking about is the 5 acres on Hafen Lane. We've got our project and design, right now working with Bulloch Brothers, our engineers, we have applied to the state and received an award of low income housing tax credits for that project of \$1.25 million, that will translate to about \$11 million and change in equity for the project, which is huge. We also received a million dollars from Clark County. Unfortunately, because of the nature of the site, that it's below grade, we're going to have to build some retaining walls according to our engineers and of course move some fill in there, which we're happy to do, but that costs money, and as you know lumbar prices and other materials have gone up dramatically as well, so we've got about an \$850,000 gap that we need to close in order to be able to get those first 60 units done, but we're working on that, we just got the tax credit award and so we're working on the rest of that, but that's where that development is at. We haven't done anything yet with our Hillside property. Hope that answers your question councilmember.

Minutes:

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

Council member Wursten moved to approve Resolution R21-038. A Resolution of the City Council of Mesquite, Nevada providing for the transfer of the City's 2021 Private Active Bond Volume Cap to the Nevada Rural Housing Authority. Council member Dutkowski seconded the motion.

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

- 4.3 Consideration for approval Resolution R21-034 (Zone Change Master Plan Case No. ZCM-21-001 (Desert Oasis Villas) to approve the rezoning of 7.37 acres of land at 780 W Old Mill Rd from Neighborhood Commercial (CR-1) to Medium Density Multi-Family Residential (MF-3), and the rezoning of 2.02 acres of land at 773 W Mesquite Boulevard from General Commercial (CR-2) to Medium Density Multi-Family Residential (MF-3), for a total of 9.39 acres of MF-3 Zoning.

- Public Hearing
- Discussion and Possible Action

Minutes:

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

Minutes:

Mr. Secrist: If we can take a minute, I want to talk about some of the policy decisions that in the past that will help to inform this issue and some others that we're dealing with. In 2019, the City Council began a process to develop a strategic plan for the City and initially they focused on two primary goals, the first of which was prepare a plan to promote and develop workforce housing in the community, commensurate with the ongoing housing needs of this segment of the population. Mr. Law spoke about why this is important as we go out to talk to corporate CEOs that want to bring their business here and invest millions of dollars. One of the first things they tell us, is they want their employees to live in Mesquite and they ask where are they going to

live, have we got the housing, have we got the apartments, the condos that they can afford. It's a big issue and if we're going to diversify the economy, get manufacturing jobs, get other kinds of employment besides gaming and hospitality, not that that's not important, it certainly is, but we need to be able to attract these businesses. We need to have jobs for people that live here and our kids growing up and they can go in to without having to move away from Mesquite, if they wanted to stay. In any case, so that was the first goal that they came up with as far as their strategic plan and to set things in motion they created a workforce housing taskforce to study the issue, come up with a plan, a strategy for doing that, for promoting this housing. Basically, no multi-family housing has been built in the City over the previous 11 years. So, the taskforce went at it and came back with recommendations on what should be done and one of the first things they said was, look, the focus of this needs to be on multi-family housing because the people in gaming and hospitality are making \$12.50 an hour, they're already priced out of the single family housing market, that's not where we need to go. We need to focus on something they could afford and if you look at the sales data of homes in Mesquite over the last three or four years, condominiums, town homes, many are still within reach of those making 60 to 120% of the area median income. So, that was the first thing they said. The second thing they said is, look, in order to expedite this we need to start looking for properties that meet certain requirements. They said let's find properties that are entitled, that means properties that are already zoned for multi-family housing or designated in the master plan for multi-family housing. We don't want to go into single family neighborhoods and fight about trying to change that over to apartments or condos. So, we're looking for entitled properties, looking for properties on arterial streets that can carry large amounts of traffic and move people out relatively easily. Want properties that are located on bus routes so they have transit, near commercial services, you know, close to employment, those kinds of criteria, and they prepared a list of properties, as was part of the discussion and adopted as part of the housing element of the City's master plan, possible multi-family housing sites. The vicinity map or location map for this property that we're going to talk about it's just west of Megaplex movie theater, between Old Mill Road and Mesquite Boulevard here, you got the Calistoga Ranch subdivision here, Desert Rose subdivision over here, some triangle townhomes in here, Mesquite gaming, Timeshare condominiums I believe over here, on the frontage on Mesquite Boulevard there is the Valley Inn Motel on the car wash etc. So, there's two parcels that is a roughly 7-acre piece here and a 2-acre piece here, and the 7-acre piece is zoned neighborhood commercial CR-1, which doesn't allow multi-family housing. The 2-acre parcel is general commercial and it does allow multi-family housing at medium density, 20 units per acre. So initially, the fellow who purchased these parcels, Mr. Dale Rust, thought well let's zone it all general commercial so we can do apartments or condominiums at 20 units per acre. Our staff thought that if you're just interested in housing, perhaps what we ought to do is rezone both of these to medium density multi-family housing, which would give them the density they want, still 20 units per acre, but it would prohibit some of the commercial uses that might creep in later in the general commercial zone that might not be an asset to those neighborhoods, so that's what they're proposing. They're asking for both parcels to be rezoned to MF-3, medium density multi-family housing, and the applicant's desire is basically to market them as condominiums, so they'd be for sale housing. So, there's 9.39 acres there, overall density, 164 total units is what he's proposing, 17.46 units per acre. Right now, this is a concept plan for their development and the way this is oriented, so Old Mill Road is over here, kind of on the bottom, Mesquite Boulevard down here, Calistoga Ranch subdivision here, but the site plan, building plans as they are, they're conceptual in nature. At this point, they're not asking for architectural and site plan review approval, just the zoning. They want to secure the zoning and if they're successful with that then they would invest the funds necessary to hire engineers and architects to come up with the detailed plans. So, provided they get the zoning approval, they would still have to come back before the City

Council to have the architectural and site plan review approval and it would be at that time where we'd look in detail at everything provided on site, the screening, the landscaping, the fences, walls, recreation areas on site, that we don't have the detail for now, but some of that stuff would be particularly important, I would think, along this border with Calistoga Ranch. So, anyway, right now it's conceptual in nature, and they're asking for the zoning, and they've done what the Code requires, they've had traffic study, the engineer looked at several intersections around the property, determined how many trips were going to be generated from the project and it's about 1186 average vehicle trips per day spread over 24 hours. So, like the peak hours, we're talking about peak hours and traffic planning, the morning peak is generally like 7 to 9, afternoon peak may be 4 to 6, but it'd be 75 trips during the morning peak hour, 91 trips in the afternoon peak. And just to give you an idea of what that means, it's equivalent to a single family subdivision of 118 lots. The Desert Rose and Calistoga Ranch subdivisions combine to have 219 lots, and they generate 2190 trips per day, those two subdivisions alone. This would be 1000 trips per day on average, less than that. Over the last three years, the traffic study looks at accident statistics, got the reports from the police department, they've been eight accidents, two at the intersections, eight total between the two and their projections for future accidents based on the traffic generated by this project to be 0.0054 accidents per year. So, it's well below the numbers they're currently seeing and certainly not out of line with that. Anyway, that's kind of an overview of the project. I think the applicant is here tonight and if you have questions for them. I'll be happy to answer any questions and I'm sure the public is anxious to talk about this.

Minutes:

Mayor Litman asked Council if they had any comments or questions.

Minutes:

Council member Wursten: I think I have been up here the longest as a council person and I went through those situations where we were discussing what the problems were in Mesquite and there is no question that workforce housing is the number 1 goal of the City as a whole. We need to look at where we can put workforce housing because it is 100% necessary. We had a study done shortly, I guess it was about three - three and a half years ago, or was it that long ago? Where they talked about how far short we are falling on workforce housing and it is substantial. Right now I know that within, I work for Mesquite Gaming and right now Mesquite Gaming is 150 employees short of being able to meet what they need to be able to run the business correctly and it's not getting better, it's getting worse, so there is a lot of problems right now with the lack of workforce housing. It was interesting I was watching on TV the other day where they were discussing some of the problems facing Boise, Idaho, of all places and that was the same situation that they're dealing with, is that people have taken their nest eggs and they've invested them and the prices of the properties have gone up so high. I think the last I looked and I think it's higher than this now, 1500 square foot house, it's not a very big house, 1500 square feet was running over \$300,000 here and there is no way that somebody that's within the workforce could afford something like that. So, these are necessary projects, they are 100% necessary. I know that nobody would like them where they live and I understand that, I really do, I know that down in my area we have some section 8 housing. So, I've seen this where we are too, but I don't believe this adversely affected our property values watching how the houses in the area sell. I think things that affected it more was when the City put us in a flood plain, it cost us some serious dollars every year because of the fact that we were in flood plain, that's what probably hurt us more than anything else. So, we need to decide how to handle this problem and it is a big problem. I know as we talk about traffic and I appreciate everybody who sent notes to Mr. Secrist who forwarded them on to us, because I can't tell you

that even if I am or not for or against what you're after, it gives us something to think about and something that we appreciate, so I appreciate everything that was sent to us and I know that one of the big things was the traffic, and I know that was something that was probably the number 1 item. As we look at the traffic patterns, now whether you agree or you don't agree with the numbers that came out of those traffic studies and almost everybody that sent something out to us did not agree with those traffic studies; you know, no matter how you look at it, it's still going to be a lot less for residential than it is going to be for commercial. I'm not stating that incorrectly and I think it's substantially different. So, if we turned around and made that a commercial area, which some people had suggested, that's going to create a bigger problem than if we have this as a residential. Regardless of the density, it's going to be a bigger problem if we send that to commercial. So, as we look at this, we need to keep that in mind and we need to keep in mind we all want and this is probably as I've been on Council, probably the biggest thing is I get asked at least once a week if not once daily, why don't we have more restaurants in this City, why don't we have more services in this City? And I'm going to tell you, it's because we don't have anybody to work there and if we do bring in a restaurant, where do they get their employees? They pull them from the casinos and all of a sudden there's 150 people that we're short, it goes up to 170, 180, 190 people, because we don't have anybody to work right now in this City and if we want this to grow, if we want more restaurants, if we want more businesses, if we want more services, we're going to have to figure this out. This needs to be taken care of somehow and so that's why we as a City Council at that time put our number 1 priority is workforce housing and it is our number 1 priority right now. So, as you come up here and you talk about what your thought process is, I would love to hear what your answers are on something like this, because this is a big issue facing this City. I mean, if we want to grow, if we want to have a Chili's or another restaurant come in, we need to decide, where are we going to find people that are going to be able to work at even it was \$16 to \$17 an hour? They can't afford a 1500 square foot house even. They can't afford that. They're going to have to find places that we can do that's multi-family to be able to live. So, I wanted to put some of my thoughts. I have a whole bunch of other thoughts out here, but I'm going to go into a lot of those. I know that as we talk about these densities, we talk about looking at MF-2 as opposed to MF-3 or whatever, remember all of these projects still have to come before Council for architectural review and site plans, so we can look at this, where we want fences, where we ask for these types of things, when we get to that point. This is discussion of the densities of the area and the multi-family versus single family dwelling. So, anybody out there that has some ideas on how we can fix this problem and what Mr. Secrist was talking about, living close to services, living close to bus stops, living close to places that they can get food, grocery stores, these types of things we can't just put them out in Lincoln County, because that doesn't take care of the problem either. So, anybody that has some ideas on how they would suggest we fix some of these issues, I would love to hear it as you come up and talk about this, because I am definitely open, like I said, this is why we picked this as the number 1 priority in the City and this is the thing that we want to work towards, so those are my thoughts.

Minutes:

Council member Ramaker: I have to agree with Brian on this. One of the main things and we had a strategic plan meeting about 18-19 months ago and this was the number 1 decision that we needed and needed to work towards and that was something we all agreed on that this is something that we want to make things work here in Mesquite. We want the businesses that you're wanting and I travel up and down that street every single day, coming up Riverside, going around Old Mill to come over wherever I'm going and the traffic isn't that bad. There's times like anywhere you go that there is traffic, but I think it's a wonderful place, but I'm very interested in hearing what your thoughts are and I just want you to remember that it is something that

everybody has asked for, it's something, but we constantly hear I don't want it in my backyard, but we need to make decisions as to what is really best for the community and we're here to hear what you have to say.

Minutes:

Council member Dutkowski: I just want to point out that I am the newest member of the City Council and I'm here to make sure that we manage growth and that we do what is good for our community and so that's why I'm here.

Minutes:

Mayor Litman: By the way we are short approximately 1600 living units in this City right now and these were the studies that were given to us, so we didn't create these on our own.

Minutes:

Council member Boger: I just want to echo the thoughts of our fellow councilors. We definitely need the workforce housing here. We need to have these projects here. We can't have things like Project Washboard without having places for them to live, it's important. I lived in Desert Rose for 11 years, I love that neighborhood still, I wish I never sold my house. I think that property when it went to auction and sold, I mean, when I lived there, I hoped it would be an In-N-Out Burger, but I definitely don't need more of that. MF-2 or MF-3 make a lot of sense over there. MF-2 wouldn't be as cost effective as MF-3, so you need to have a couple of great access points at Old Mill or Mesquite Boulevard, this hits all the marks in my opinion for MF-3, so I'd be supporting it, but I do want to hear what others have to say. Thank you.

Minutes:

Council member Wursten: One thing that I wanted to touch on is when we start talking about the traffic and the traffic studies, one of the things that I've come to rely on is we have some very good professionals, Travis Anderson, I've know him for some 20 years. He may not be a great golfer, but I do know that he is very capable of coming up with the answers when it comes to the traffic. He's very very bright and as we need things, whether it's lights, whether it's stop signs or the things that we need within traffic and I don't have a problem if any of you want to call him up here to ask him any questions, because he'll be able to answer them. He does a great job, I love Travis, I think he does a wonderful job and I count on him when it comes to looking at these traffic situations.

Minutes:

Mayor Litman opened up this item to Public Hearing.

Minutes:

Diane McKinney: Just a question. Did I understand that these condos are going to be for sale or they're going to be leased and if they're for sale how much will we be able to accommodate lower income or the workforce?

Minutes:

Mr. Secrist: As I understand it, they are proposed to be condominiums and they will be sold. Now, whether the owners that buy them will rent them out later, that will probably happen too. I don't know how much they'll sell for, but they are large units, they're 1200 square feet, they're two bedroom units, so they're good sized.

Minutes:

Phil Sandoval: I am a former city planner of Salt Lake City, Utah. I moved to Mesquite about a year ago and I golf with these guys in my street and they told me, they said, did you know that Mesquite is a 3G City and I said what's that? And they go golf, gambling, and grandparents. Well, I'd like to see Mesquite be a 5G City and that would be adding good growth and I think that we need the growth, we need the housing, we need all kinds of housing to have a complete vibrant city and that's handicap, low income, workforce services, workforce housing, we need the whole gamut, but I would like to see and my questions are mostly about, I don't have a question with the use, I think the use is great, but my question is about electrical and water. I would like to see an ongoing audit or investigation or whatever you want to call it of where the water is coming from, where the electrical is coming from, because being here for a year, I've seen how much and how many times our power goes off, when every time everybody's air conditionings kick on. So, if I could see something in that realm, about the utilities, I don't have a problem with the use. Thank you.

Minutes:

Mayor Litman: Any other public comment?

Minutes: Mayor Litman closed Public Hearing.

There were no eComments submitted for this item.

Council member Wursten moved approve Resolution No. R21—034, to direct staff to update the Zoning Master Plan Map. Council member Boger seconded the motion.

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

4.4 Consideration for approval Resolution R21-035 (Zone Change Master Plan Case No. ZCM-21-003 - River View Bluffs Apartments) to rezone 14.4 acres of land at 520 W Pioneer Boulevard, from Low Density Multi-Family Residential (MF-2) to High Density Multi-Family (MF-4).

-Public Hearing

-Discussion and Possible Action

Minutes: Mayor

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

Minutes:

Mr. Secrist: Again, under the backdrop of the Council's policy to promote and develop workforce housing and the recommendations that came out of that workforce housing taskforce, this is a property that checked some of the boxes, it's entitled and so far as it's designated for multiple family housing now, albeit low density housing, it's on an arterial street, it's close to commercial services, bus routes, not far from major employment centers, and it's not immediately adjacent to single family homes, although there are subdivisions close by. So, this is the 14.4 acre site,

Town and Country Village, commercial over here, Methodist and the Lutheran Church and the child care center is here, Hermosa Vistas condominiums over here on I-15, Highland Fairways subdivision across the street and the Sedona subdivision on the north side of Turtleback at that location. Again, the plans submitted at this point are conceptual only. This is the conceptual site plan that was submitted. The buyers of the property decided upfront that they want to secure the zoning before getting detailed engineered site plans and hiring architects to design the buildings. So, we have a concept plan of what they're proposing and it's 352 housing units, a mix of one and two bedroom units and an overall density of 24.44 units per acre. If they're successful at getting the zoning, they'd have to come back before the City Council to look at the details for architectural and site plan review. What really the buildings are going to look like, what kind of landscaping they're going to have, what kind of recreational facilities for their tenants, what kind of walls and fences and landscaping, all of those things that really aren't shown in any kind of detail at this point. Obviously this border between the churches and the daycare center is an important issue to some and according to the letters or some of the letters that we received they don't want kids from here going over to play in the daycare and vice versa. So, there's going to be the delineation of boundaries I guess, but in any case that's kind of what the concept is and again just a conceptual illustration, I guess, of what these might look like, two story walk-up apartments, and we don't have much detail beyond that at this point. So, the density, right now it's zoned MF-2, it allows up to 10 units per acre, the proposal is to take it to 25 units per acre and the MF-4, the high density residential zone. Some years ago, many of you'll remember, probably four or five years ago, there were proposals to do some other things with this site. And in talking with the owner or the representative from Senora Hills LLC, he came in and talked, wanted to know what would be a good use for this property and of course I told him multi-family housing, that's what it's zoned for and designated in the master plan for. Anyway, he felt that the 10 units per acre didn't give them the kind of return that would justify the price of the land and the cost they have already sunk into the property with all the grading in the site and they had to move the Overton Power high power transmission line. I don't know that they had to grade the whole site at that time, but they decided that it would be financially better to do it while they're out there doing it all at once rather than bid it twice and come back and do it again. In any case, the 10 units per acre in his mind didn't justify doing that. We couldn't make it pencil. Well, a number of things were proposed. There was an RV park that was proposed there. We weren't crazy about the idea and tried to discourage the would-be buyer from doing it, but nonetheless he wanted to make his application, so we did. Eventually, we had a neighborhood meeting and he decided that that wasn't going to fly and went and found another site. But in any case, that was proposed. The owner also talked to us about doing a combination RV park and storage units over there. That would have required an industrial zone classification. We didn't think that was appropriate over there. We kept trying to steer him back to some form of housing. Then they proposed a median density manufactured home subdivision, small lot, manufactured homes. Again, we weren't crazy about the idea of having that over there. It didn't seem to fit. Anyway, now, I have a buyer, I guess, that's gone to the owner and said they are interested in purchasing the property, but for them to make it work, they need to have 25 units per acre. This is a group that has other multi-family housing here in Mesquite, they're looking to expand, they have the resources right now to do it and so they brought this request. We went through the same kind of analysis, traffic studies that the City required that estimated average vehicle trips per day of 1915 vehicle trips spread over a 24-hour period, 127 trips during the morning peak, 155 during the afternoon peak hours. That's equivalent to a subdivision with 190 lots. Highland Fairways and Sedona combined have 196 lots and they generate 1960 trips a day. So, it would be almost a, I guess, doubling of the existing traffic up there. The City does go on to explain though that and the transportation system will continue to move traffic efficiently and safely and within the level of service

guidelines adopted by the City. Let me explain first level of service, a level of service analysis of an intersection or roadway basically it's a measure of delay, a measure of congestion and it goes from A to F, A being just free-flow traffic, no stop and go, just to an F where its gridlock and it's constantly stop and go. Anyway, they analyzed the intersections that the City identified, including the driveway from the project to Pioneer Boulevard and determined that none of those drop below the City's adopted standard, which is, they have to be at level of service C or above, and they all do. If it drops below a level of service C to a level of service D, then the City is obligated to have the developer or themselves do some kind of mitigation to lesson the traffic or make it flow easier, whether it's adding traffic signals, stop signs, acceleration lanes, deceleration lanes, that kind of thing. Anyway, there are impacts. Someone said earlier, I think at Tech Review meeting last week, that the traffic study said there's no impacts, that's not true. They identified the impacts, they just said that the transportation system as is will still operate within the norms adopted by the City, and I guess with that, I'll be happy to answer any questions or hear from the public.

Minutes:

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

Minutes: Mayor Litman opened up this item to Public Hearing and asked to have the eComments read.

eComment:

Minutes: Gary Devost:

I am an owner at Hermosa Vistas and am so against the change of the land off Turtleback Road to be increased from MF2 to MF4. I am appalled that the developer would ask for this change of what would ultimately go from 10 units per acre to a whopping 25 units per acre, 2.5 times more. As I quote from this application and resolution, "Staff is of the opinion that the proposed zone change to high density residential is a better use than commercial would be and will have less potential impact on the neighborhood" is the probably the most false statement given. The traffic alone from 352 units and 674 parking spots coming onto Turtleback Road and Pioneer Road will be tremendous and loud and constant. The exit roads onto Pioneer Road from this development and heading right will be fine, but turning left and heading toward Grapevine Road will be dangerous as it is on a bend and will probably need traffic lights installed there. Also turning left from Pioneer into this development with this increased volume of traffic will need improved turning lanes and such. Turtleback Road will take the brunt of this high volume traffic and living above this road, will be very disturbing in noise. Let's also talk about a very small area of land that the developer wants to put in low cost housing, pack them in like sardines and will be basically an area that will have a transient population. That was one of the problems with the RV application on this land was how close it is to the Lutheran church child care building and playground and you do not want a transient population this dangerously close to that. Lastly is the value of my property will go down if you change from MF2 to MF4 with the increase of units on this land. This land was originally set as MF2 for a reason and should stay that way. Council should not approve of this resolution just because a developer feels he cannot make money on this property as it is. This developer bought this property with full knowledge of the MF2 rating and I as a taxpayer and resident beside this property should not have to be the one hurt or put out because of his poor decision. I would like this email read to the Mesquite Council on the issue when it comes up. Yours Respectfully, Gary and Lorraine Devost, 470 Turtleback Road,#523

eComment:

Minutes: Thomas Stark: Seems quite odd to me that this request is coming to the City Council when 50% of our residents are out of town! I hope many come to this meeting to express their concerns! A proposal to rezone to HIGH DENSITY multi-family units will greatly add to the traffic and noise on Pioneer Blvd and other roads in the area...a recipe that is NOT in the interests of those that moved here for the low traffic, and peace and quiet of a retirement community.

eComment:

Minutes: Cullen McCarty: We just bought a house by this site we are very concerned what the apartments will look like, and if they will be low income without pics and a layout of the apartments we would have to say no. Thanks Cullen.

Minutes:

Mayor Litman: At this time you may come up to make public comment; clearly state your name and you have three minutes.

Minutes:

Sherrie Wright: I am a District Manager for our properties in Arizona and Nevada, I am currently the manager at Mesquite Bluffs Apartments and soon the Rivers View Bluffs Apartment Manager. I'm proud to be a resident here in Mesquite, I moved here in 2008 and I've watched Mesquite change drastically. One of the things that we really need is more housing. With our growth, with the 2021 world population review, they do show that our population is over 21,000 and growing. Due to this, we're able to have a hospital, dental clinics, medical clinics, restaurants, stores, a theater, golf courses, an art gallery, hotels and casinos. Before this time our residents had to drive other places to enjoy these items. Now, they are able to enjoy them here and we will be able to enjoy more if we have more housing. The area we are severely lacking in here in Mesquite is housing for our residents and one thing I do want to impress is this is not a low income housing project. These are going to be quality homes, they will house either one or two bedroom apartments. We do a market survey with our different apartments complexes here in Mesquite and we do receive 30 calls per week to find a new home. We have not had a vacant house apartment for the last three years. All of our units are full and with the market survey it does show that all of those other apartments around us are full also. With the need for the housing, we feel that we'll be providing a quality housing project with high standards of living, which will attract the highest class of residents, we'll bring up the standard of living for our area and we will feature spacious one or two-bedroom apartments, we definitely need to change it from a MR-2 to a MR-4, and I appreciate you taking me and listening to me at this time. Thank you.

Minutes:

Jake Green: Where the Methodist Church is, I sit on my patio, it's 75 feet to that intersection. I offer my patio to any one of you sitting on this City Council and you too Mayor to sit on my patio and see what the traffic does. Do you realize you have one lane of traffic northbound on Pioneer Road at this time? When a semi goes in there, there's no left-hand turn lanes for the semi to turn to go south again. If you're going to have that parking, you're going to cut the cars to come onto Pioneer out of there, you're going to have them coming out of Turtleback onto there, you got two churches. I sit on that patio, I've lived there, first one in Highland Fairways when I built. I've lived there since 2020. I see that intersection. We have near-fatal accidents there. Since I've lived there, we've had three rollover accidents, you're in a curve coming both

ways, south is a curve, north is a curve and I sit on my patio during low _____, do you realize that you have smog in that little place, that 14 acres? Did any of you sit on your patios and see what I see? But yet you want to plug this things with another 600 cars, 600 parking places you're talking about, that's 600 cars is it not? My patio is open to everyone of you on this City Council and you too Mayor to see the intersection that I see and sit on Sunday morning when the churches are letting out, the problems they have making their turns to go on to Pioneer.

Minutes:

Linda Ross: I am going to tell you right now I am totally against the zone change, it's bad enough to me that it's 144 with a low density, but I have to agree with Jake on traffic and that's not even factoring in the fact that the traffic survey that they did, they said they did in June, when the snowbirds had already left, so traffic was at a minimum, you're not factoring in school buses that are going to be picking kids up, this will have apartments that are on the opposite side of town, as schools, most of the parks with playgrounds, entertainment, and I don't know what the older kids are going to do over on that side, they're going to have to go to the other side of town or something to find something to do, because even putting in a small playground for the young children, that doesn't take care of the teenagers. To me, I feel like it's simply a bad location for what wants to be done. I'm not against the growth, I'm not against apartments or condos or anything else, with the exception of that particular location. It affects several neighborhoods, not just one, there's at least three neighborhoods that are going to be majorly impacted with extra noise, extra traffic, extra people, and as was said, we're here for retirement, peace and quiet, we've worked and we've earned it. We really feel that there are many other appropriate pieces of land that would be more in sync with what this town wants to do. I feel like if they put in anything there, a commercial building or something that at least closes at night to reduce noise would be awesome for those of us who retired and need to sleep at night, or you know, you have a lot of people with illness and sickness in that area, so I just feel like there's a much more appropriate piece of land that's on the other side of town perhaps, close to the schools and the businesses that would be better.

Minutes:

Marty McEwen: I am a resident of Rancho Santa Barbara and an elected board member for both the Mesquite Vistas master association as well as the Rancho Santa Barbara sub association. Also I do Lyft and Uber, do rideshare services in town, so I have some perspective on the traffic. First, I'm opposed to the zoning change. I am all for apartments or multi-family units being built there, it's cohesive with the condos in the area, I think that can be done with the current limit of 10 units per acre. My concern, that intersection is going to have to be completely redesigned to accommodate the traffic coming out of this unit. Either the median is going to have to be torn out or at least a traffic signal. You're going to have people, if you don't tear out the median as it exists now, they'll have to go to that intersection and make a u-turn, it's not configured for that right now. So, they're either going to just make illegal u-turns or they're going to go up the street and circle around and crowd Turtleback. Again, I'm not opposed to apartments, I think we need them, we absolutely need them. I know lots of people who are looking for places to live. A smaller sized complex would be more appropriate. I don't know for perspective, I believe if this was approved, 350 units would be one of the largest complexes in town. I believe Mesquite Bluffs right now is about 125 units and Summerwind is about 225 or 250, I think I calculated, that's 350 units with one ingress and egress on Pioneer is crazy, it's a logistic nightmare in my opinion. I am also concerned that because this is outside of the master plan community that Mesquite Vistas is in charge of, we currently in our HOA dues pay for all the landscaping up and down Turtleback and Pioneer along this stretch. So, any new

development that brings in multi-family living is not going to be contributing to that, yet our community and our HOA dues are going to continue to be responsible to maintain the upkeep of the landscaping on the streets around that area. It's not fair to all of the residents within Mesquite Vistas, even the ones that are far and away from this area, who will have to pay and to maintain any damage done or reconfigurations that we'll have to replant trees and shrubs. I don't think public transportation is sufficient. As I understand, the bus turns at the other end of Turtleback, goes up and around so it doesn't come down Pioneer, these people are going to have to walk up the hill quite a way to get to a bus stop, and then as far as cohesiveness to the neighborhood, I hope that Mesquite Vistas will have some input on that regardless of the density.

Minutes:

Wendy Swanson: We are very supportive of development of the adjoining property to Mesquite UMC, bringing in new residents to our area is a good and needed aspiration. Keeping the zoning as it would provide good and amicable living space, which would include up to 144 units if utilized at maximum allowable capacity. Changing the current zoning to a higher density zoning would be a poor burden on the property, the neighborhood, the Police and Fire, the environment and the existing infrastructure. As a church, we are not only responsible for people and souls, but also for creation and the environment. Changing the zoning to a higher density occupancy is not a good and responsible use of such a small area. There are many more parcels of land, all around Mesquite, that are comparable and suitable for such density. The traffic survey, which was done in May 2021, in our opinion, is not a good and accurate representation of traffic patterns in order to make assumptions as to the impact this project would bring to the area. In May, many residents had left, schools had not closed for the year, and traffic is much diminished. Looking at the traffic patterns during our high population months would provide a much more accurate picture. Other considerations which would impact traffic flow is the parking mockup. No guest parking was discussed. Minimal parking presented was one and a half spaces for a one bedroom and two spaces for two bedrooms, how does that work out? Again, it's not adequate. Adding this much density to the existing neighborhoods would be very disruptive to their living environment. As it stands now, the proposed minimum open space for children, green space, and entertainment is not feasible or healthy. With maintaining the standing zoning, this would give our opportunity to provide maximum space. Why would we encourage minimum for our perspective new residents. No safe walking, bicycling availability for adults, children, or anyone with disabilities has been mentioned in any of this. By having this community meeting and the place that this is on the City agenda at this time of year, many of our residents are gone and their voices are not being heard. We ask that you suspend this until the fall. Thank you.

Minutes:

Jane Howard: We have a petition from Sedona, we have 41 of our residents that have signed the petition to please, please, please do not put through the zoning change. The rest of the residents weren't there, a lot of our residents are snowbirds and they're gone, so they didn't get the opportunity to even learn about this. Also, when the letters went out we realized that you could only submit to a 750-foot radius, so the majority of our residents didn't even know, we had to tell them ourselves, going around door-to-door, so that's how we took time to explain to all of the residents what was going to happen. I'm not going to go again and again about the traffic study because the traffic study was done in May, which is unfair because most of our snowbirds are here through October through February and that's when it's super busy, trying to get out on Turtleback is really hard as it is right now without the added traffic coming out Turtleback. Thank you for your time and I'll leave the petition here.

Minutes:

Nicholas Timiniskas: I am a project manager for Mizuno engineering, just wanted to address some of the concerns that were voiced both in this form as well as the other public hearing we had about Riverview Bluffs around the traffic study. I've been hearing some misinformation spoken about their concerns. I just want to make sure that they understand, the people understand exactly what is going to take place. So, the traffic report that was done on May 20th through the 25th, by Superior Engineering Services out of Las Vegas, Nevada, there was three parts to it, the observation was just one part, everyone's mentioning that, not everybody was here in town and a lot of snowbirds were absent, the observation was one part of that, also they do a linear regression analysis based upon huge data set that the ITE has based upon what they would expect from multi-family homes. They have 120 government agencies, consultations, and the ITE student body which basically inputs all the data into this report and then this is what every engineer uses as a de facto standard to determine what the traffic analysis is going to be for a particular density of a population. So, it's not just looking at Pioneer and saying well nobody is here because they're all out of town and then we're good, that's not what took place, they did a three-year accident analysis on four major intersections which the City gave to Superior Engineering as part of the requirements for this traffic study, it was the Pioneer Turtleback, southbound Pioneer Turtleback, northbound Pioneer and Pioneer Boulevard and Grapevine, and then the proposed entrance into Pioneer, which would be a part of the project and all four of those stations, as Mr. Secrist said, the level of service was completely unaffected by this addition into the area. They did a storage analysis as well for left-hand turn lanes on every one of those intersections and determined that there was adequate left-hand storage in the lanes, adequate distance for left-hand turns, that's not going to have an impact as well and just again it was in total compliance with the City's criteria and then this went to Mizuno Engineering and was verified by another engineer as well as by the staff on the City. So, just wanted to clear up some of the misconceptions about the traffic report.

Minutes:

Angie Shouston: I moved here from Henderson during the pandemic to be in a safe and quiet town. I was happy to be able to walk in the area any time of the day or night and feel safe. If the Council believes that the residents in the immediate area and beyond would feel safe with 362 residences, with over 1000 residents cramped into a 14-acre lot, points to a high level of shortsightedness and being out of touch with the community. Do you realize that that is approximately 5% of the entire population of this City? What were you thinking in the first place? Please put yourselves in our shoes. The aesthetics of these buildings are horrific. The buildings look like motels and they don't even have balconies. Multi-family 4 does not fit in with the current density or aesthetics of surrounding properties. Common sense would tell anyone that building, non-owner, residential units at this high density would negatively affect the area in reference to noise, traffic, safety, and property values. Would you want this type of project in your neighborhood? I will answer that for you. No. Bottom line, we are getting an apartment complex in our community and we must live with that possibly. To get the approval the developer asked for MF-2 and they must also live with that. It is not our problem that MF-2 is no longer economically feasible for them to build. That is not the only cost of doing business, that's the cost of doing business and also the risk inherent with real estate speculation and development. I think we all know that. Remember council members, you represent we the people of Mesquite and we say no to multi-family 4. I would also like to address the fact that, yes, understanding that we have this need for all of this development because of we want added services for the people who are going to be moving here is great, I understand that, but

you have to look at the people, why don't people move to Mesquite? If people want to live in a crowded area and feel unsafe they live and move to Henderson or Vegas. This is a quiet retirement community that is loved by everyone. Please remember that. I think we can work together with the Council to come up with a solution with other residents on where we could put other areas, other apartments maybe like this in an area where they would not affect those around them.

Minutes:

Don Wharton: I also would like to respectfully request that you reject the zoning change from MF-2 to MF-4 and leave it at MF-2. In support of my request, I'd like to give you some concrete information about what they want to do there. I looked online and the population for Mesquite is listed as 21,128. If that complex is built it's 352 units and they're full to capacity, that would be 1360 people, that's 6.4% of our entire population. Now, we know that that's not going to happen. But with a reasonable amount of three people in a two bedroom and two people in a one bedroom, that's 1056 people, that's 4.99%, like Angie said, 5% of our population in one little bitty area. I'm sorry, to me that's unacceptable, and I know, I read the entire traffic impact analysis and the quote at the bottom said minimal impact on existing roadways, I'm sorry, 5% of our population is going to make more than minimal impact regardless of what the study says. Additionally, Hilltop Vistas is above this property and we're concerned about the noise level up there that 5% of our population is going to make, not to mention that there will be some visual intrusion or encroachment, if you will, from that property. Now, they told us at the public meeting that the heights of the unit was going to be 26 feet and it's okay because the commercial property down there, which I think is Town and Country Village Plaza, is only 30 feet, but that property is 10 or 15 feet above the existing roadway, so it's going to loom large from Pioneer Boulevard and maybe even I-15. So, I just encourage you and urge you to not increase it from MF-2 to MF-4. Thank you.

Minutes:

Jessica Criminacer: Our house is directly across from the Lutheran Church. My husband, Paul, and I bought this property because of the way that it was zoned. We invested our money and our lives into this property, which is very important to us and we feel safe and secure in our neighborhood, we pay our homeowners dues, everything is kept nice and clean, we sit out on our patio, like the other gentleman said, and we see the traffic, sometimes we have a Walmart truck going by or something like that, but there is traffic and I look at these apartments over here that these people manage and the first thing that I see is that all along the roadway Grapevine there, by those apartments, is just all kinds of cars parked all the time, because they don't have adequate parking and this does not have adequate parking in my opinion and you know, it's zoned one way and that's the way we bought our property there because that's what we wanted. We looked at houses in other parts of Mesquite that had different zoning and that wasn't for us. So, we stepped up, paid more money, and bought the house that we wanted in the neighborhood we wanted it in, without all the density and that's what we would like to continue to enjoy in our lives. We have wonderful neighbors, everybody gets along, and we don't need these people from this complex coming through our whole area, walking their dogs, riding their bikes, doing whatever when we're the ones that have to pay the expense for picking all that up. It just doesn't make any sense. You should have respect for us as homeowners and if you want to have more housing in that area, do it the way that it was zoned for. Let people make an investment. If you're buying a condo, you don't need a huge down payment, but you're vested in that property, so you're going to take care of it and you're not going to conduct, you know, activities like selling drugs, all the stuff that goes on in those things and it does. I went

online and I looked at all the stuff that goes on at those apartments that they manage now and it's lengthy. Thank you.

Minutes:

Rowena Thess: I have a combined picture of two drawings that have already been put up here, is it possible to have this put up? I don't know if that doesn't look very clear, but to me it's very clear, that there's a big part of that that doesn't belong there. I just took the drawing that is on the paperwork and sized it to fit the lot exactly. When I did that, I also counted how many units there were there, 352, and I counted all the units right there that you can see north and I assigned two people to each unit and in all of that there were 674 people. In the project that's being proposed it's 704. There are more people in that 14 acres that's about a fifth of that whole area than in the entire rest of the area. I think that the idea of that multi-family housing is supposed to be compatible with the neighborhood, that it's supposed to take into consideration noise, which we've already heard about, traffic which we're already heard about, and compatibility to be more like the neighborhood and to prevent a visual encroachment by commercial buildings. We have a commercial building, it's down the road a little bit, here's a wash between that and the churches, it's very well kept, it's not congested, it's a nice building. This is sitting on, like Don mentioned, an area that is about 15 feet higher than that commercial building. So, to compare the heights of those two, that's going to loom at about 40 feet on the high end. Anyways, I think that the multi-family 2 housing was probably very well thought out and considered at the time that it was given. I think that we should abide by that. I think multi-family 4 is just too intense when you have that many, you have more people here than you do in all other neighborhoods, that's pretty...

Minutes:

Bob Ferrero: I am not against apartment units, I am against the rezoning, and I have a greater concern about what's happening with the growth here in Mesquite. Now the Water District tells us that it can support 50,000 people, but I didn't move to Mesquite to live in a City of 50,000 people or to have a City Council who is going to do their best to push the limits. Okay, there's construction going on right now while we're talking, once it's complete that's 1400 more people in our City. Now earlier you showed some condos that were going to go up, I did some quick math, that's going to increase our population by 2%. So, you approve this project here, that project there, you get 2%, 1%, 5%. Do you know we had 6% last year growth in Mesquite? I didn't. I didn't come here for this and I'm not so sure you're in tune with the people in Mesquite. I think there's many of us that didn't come here to see Mesquite go to 30,000, 40,000, 50,000 people. Yeah, we need places where workers can live, but we have to be smart and you have to know what the people really think and maybe this is a discussion, maybe it's a moratorium, something that needs to be discussed City wide or an election held on, just where is the population growth going to stop? Are you going to push the limits? I mean, come on. Pioneer is 35 miles an hour. How many people are you going to put in that street till you have road rage? Okay, did you factor that into your study? Thank you.

Minutes:

Phil Sandoval: I just want to say that I'm really enlightened to see so many people out that's concerned about an issue like this and it's great to live in a City where there are people who are concerned and will come out and voice your opinion, it's the great thing about living in America. One question I do have though, that really bothers me about this project, there are a lot of things bothering me about it, but the main thing is I'd like to ask you people, is there any M4 property already zoned for a project like this available in Mesquite? I mean, look at it that way. We're

not here, I'm sure you're not here to pack to help fill someone's pockets just because they need to be, what I'm saying is I hold the master plan in high regard, I don't care how it was produced, but it should be adhered to and it should be taken seriously and then I'm really glad to see that it is. Thank you.

Minutes:

Jeff Jacobson: The reason I am here today is voice for many people that have spoke to me recently about what's happening to our City. I feel sorry for the people living in Sedona, Highland Fairways, that if this is ever built they get to look at that. Now it's one thing to look at the view which looks nice, but to look at apartment complexes every time you wake up in the morning and have this beautiful view of the Virgin Mountains, you get to see an apartment complex. Now the folks that are driving on the freeway, they're going to look to the west and go, oh my gosh, apartment complexes. There's so many other places here in Mesquite off of Hardy Way that you could put this apartment complex and have no complaints. Some people know me, my background is in traffic, I've dealt with traffic experts, been on the board for Traffic and Engineering with respect to traffic signals such as that. Where I come from is where we put the cameras on every intersection so we can get the speeders and the people that _____. Well, I must tell many people that if that happens, Chief MaQuade and Chief Andrus either are going to go to the accidents or writing all these tickets because they're going to need more officers and more fire personnel to take care of all the problems that are going to occur from those people coming off Pioneer. Speed limit is 35, they already have a quota and they're writing enough tickets, but now they're going to be able to double their quota. I deal with demographics. This place is leaning toward an older population, age, race, gender, income, employment, family status. These apartment complexes are going to be more than what we have now in regards to the Bluffs, I don't know what they pay over there, but I've been over there many times because I have friends of mine that live there. It seems like the police are there every time I go over there where somebody is opening a door and somebody comes by and destroys the car. Last but not least, let's deal with the buses. There's going to have to be bus, there's no schools on the north side. Please City Council look at the big picture, have this whole scenario shift somewhere else besides destroying Pioneer Boulevard. Thank you.

Minutes:

Susan Gentry: We are between the main boulevard of Turtleback and the casinos and I can assure you that there is a lot, a lot, a lot of traffic that comes up that road. We listen to it day in and day out, we call it the Pioneer race track because there are so many cars that are racing, we listen to the fire trucks and the ambulance services that go for the Highland Manor next door to us, to where we're located, which that is going to be another issue with all the traffic, the people that are going to be needing emergency services that those vehicles are going to be hampered and I can assure you that nobody wants that kind of an issue going on in their backyard like we have in our backyard and I would also like to state that in the past I have been a property manager and the nightmare that I had was absolutely unbelievable. We had duplication of families living with families in one and two bedroom apartments, couldn't get rid of them, I had to go to court, the court costs were unbelievable for us to get rid of the people, we switched gears and said, well, let's just do something to lower the rents to get them in there, the lower rents didn't help, we went to section 8 and I can tell you that we were across the street from a beautiful park and all the drug paraphernalia, the needles, all the graffiti, all the destruction that went on in that park across the street where families were living and the kids couldn't even go in there because of the gun fire that was going on and the only salvation we had was when Katrina came in, it flooded that property and they tore it down, that was the only thing that really helped my people. The homeowners behind this, they lost all their home

values, they worshiped the ground we walked on when that property was torn down. Thank you.

Minutes:

Ralph Jones: I live in Highland Fairways. I'm going to try to keep this as short as I can because everybody has already talked over all the main issues that I have, which is traffic, safety, noise, the lack of actual services for people that are going to be living there. The density, the cars parked along Grapevine at the other apartment, are we going to end up with that as well? And I'm opposed and I'd like to keep it at an MF-2. Thank you.

Minutes:

Bill Lockhart: One thing nobody has said here and I live in Sedona, we maintain our own streets there, we do the ceiling, lights, that's all on us, the City doesn't take care of that. I'm looking at the drawings of this thing, if I come out of the rear entrance there on Turtleback, I'm not going to go down to Pioneer to make a right to get on Pioneer, I'm going to make a right, right onto Canyon View Way, go up the hill, turn and it's a short-cut over to Smith's and there's shopping over there. My opinion and I'm not against the growth, it is what it is, people need to live, but if they're going to build this project, it's my opinion they ought to gate our property off at Canyon View, so that people can't drive up through there. We're the ones that are maintaining the streets and that's what it is. The developers aren't paying to take care of whatever we got to do on our streets. Thank you.

Minutes:

Rick Jones: I am the board president of Mesquite Vistas master association plus my own homeowners association of Summer Ridge. Mesquite Vistas, to my knowledge is the first association in Mesquite being established back in March of 1995. Our association has wide boundaries. We go from Wolf Creek on the north to the Red Hills Commercial on the south. In total, we have 30 sub associations including 1745 homes and 23 commercial properties within our master community. I personally have served on the Mesquite Vistas Board for over 20 years, so I know our owners and community well. I personally have been involved and aware of many changes that have taken place over the years. The one thing I've learned and I've seen tonight is you never get a crowd like this unless there's something really wrong. We have 1745 owners we never see anybody until something goes wrong and that's what's happened here and I'm glad everybody is here. There are at least six sub associations within two blocks of this development, so our owners do have a vested interest in this development. With help from other board members, we have made contact with many owners from most of the different sub associations within the master, we did not find anyone who supported the zoning change that you are proposing for this project. Many of them are here tonight as you can see. We all feel the low density multi-family residential MF-2 should remain. I'm not going to list the many reasons that we oppose this change, they have all been stated previously. In our associations we don't allow all night basketball games, basketball hoops on the blocks, cars on blocks, property values, and this project does not fit into our sub associations in any way. Let me make it clear that Mesquite Vistas is totally opposed to this zoning change. I would hope that the Mayor and Council would listen to the residents of Mesquite and not let this zoning change take place. There are a great deal of voters residing within Mesquite Vistas. We hope you make the right choice. Thank you.

Minutes:

Jake Green: I lived here 22 years, Pioneer Boulevard was a mud fence, the mountain hadn't been cut through and as far as a traffic engineer, I'm a retired police officer, 20 years, I cleaned up some of their mistakes.

Minutes:

Council member Wursten: I just want to say that I appreciate all the comments that we've had tonight, it's interesting, we still don't have any answers as to what we're going to do about the problems that are facing our community, other than we don't want it in this area. You know, we just voted on something similar to this on the other side of town, which is something that happened not long ago over on Hafen and we did change the zoning on that. So, I don't know what the answer is on this, I'm hoping that we get some comments and some ideas on what we can do, but I would love to feel comfortable and I do feel comfortable and I'm sure that Travis doesn't want to come up here and talk about, but I feel comfortable about where we are with the traffic. I think that if there's a situation that we're having a problem with, I think that's something that he would look at pretty closely. It's a hard decision to make when I'm sitting up here and I hear all of the comments that we're talking about here, that we don't want this development there. I appreciate all of your comments, it's just we need to come up with some decisions that take care of the problems and I still don't see where we are. We've done this, we've put it on the other side of town, we did a project over there. We've done a couple over on the other side of town as well. So, I don't know where we put this that makes it work. Do you have some comments on the... asking about Travis.

Minutes:

Council member Ramaker: I can understand where you are coming from. When I first moved here, I lived in the Canyons. I moved out of there after a while and bought a home over in Sunset Greens and we're a very high populated area and we did just approve an RV park right across the street, we did just authorize some housing down on Hafen Lane further and we do have the rural housing project coming down there. So, we have Hafen Lane and we're talking about traffic. When you stop and think about Pioneer, Pioneer was built as a main thoroughfare, wherever you're going to put these people, that you don't want in that neighborhood, they're going to come up in that neighborhood anyway because that is the main circle around town. That's my thought that that's where people are still going to go because we drive that circle to get to the other side of town or whichever side you want to be on. You talked about school buses, when I lived there, I had children in school and the school buses came in there on a regular basis right down there at the corner of Turtleback and Pioneer. We also talked about population and people and what goes on in apartments, that doesn't happen in all apartments. I've lived in apartments and maybe some of you somewhere in your life when you first got out of the school or you first moved to a town or you needed a job, you lived in apartments, you couldn't afford homes. We have a lot of people right here in Mesquite that are looking for a place to live that live here now and we're not all seniors. We have four schools here and we have a variety of population. Yes, the majority I think is probably, I'm going to say, 60% seniors and probably 40% young people, but we keep talking about we want something, we need to find a way to do it, I haven't heard you come up with any other solution other than you don't want it there. I believe in the traffic studies and I know people who live over there and in that area and I understand where you're coming from, but then again I understand where other people are coming from as well and it is the whole city, I know it affects your particular neighborhood, but it's still going to have an effect on the City, so it's just I'm not sure what the other solution might be and I'm waiting to hear other comments from Council.

Minutes:

Council member Boger: I feel like the solution is to leave it as MF-2. The typical locations for MF-4 is appropriate for close proximity to shopping and there's some shopping there, not a whole lot; schools, there's no schools nearby, and employment where full urban services and facilities are available, I think it meets that, but 25 units an acre is a lot. The 5% of our population going on Pioneer in one little... I mean, it doesn't make the sense that it made in the last item that we talked about. The entrance and exits aren't great, it's a bigger development, much bigger, you'd have to put a light if you were to even consider this. I don't know if you can even put a light there, but I'm not feeling the MF-4 on this. MF-3 maybe, but not MF-4, that's my take on it.

Minutes:

Council member Gault: I'd like to remind everyone that approving a zone change is not approving the project. There are a number of issues that must be resolved before we can do that, before we can approve a project, but I think we need to move ahead, so I'm going to vote to change the zoning, knowing that we have to take a lot of time with the department and the developer to work out the issues. If we can't work the issues out, then I'll vote against it.

Minutes:

Mayor Litman: I am going to make my comments on this item and I don't vote unless it's a tie vote as you all know and there's been one of them I think in the 10 years I've been here, or 11 years as the case may be. I am not overly enamored with an MF-4 by any means whatsoever. I think and this is only my opinion and the Council is the one that makes decision, not me, that we sit back down with the developers and talk to them about a less dense project, we haven't discussed MF-3 this evening whatsoever, it wasn't proposed, it's a much less dense complex, this may or may not fly with the people in the property and at that point I think we could then sit down again and look at it. I live right around the corner from all this, so those of you that live in Highland Fairways, I'm right next door, so I don't see the traffic issues and other issues that go with an MF-4 development, but I'm right next to you there and I have to turn onto Pioneer every single day and I've been doing this there now for 17 years, because I've lived in that neighborhood 17 years. I think at this point we should, personal again opinion, it's up to the City Council to table an item like this for further discussion for further review and look at an MF-3. Again, it might be totally rejected, I have no idea whatsoever, I've never met with these developers, I have no idea who they are, all I've seen is the grading of the property over the years and that is my comment on this and I'll turn it back to Council. Is there any other comments from Council?

Minutes:

Council member Wursten: Mayor can we hear from Travis?

Minutes:

Travis Anderson: Just really quickly, I will keep this pretty brief, looking at the conceptual plan, and I've listened to all the comments very diligently, I believe there are some concerns with the layout, there's things that we talked about when this was brought to us. We need to look at _____ enclosures. There's items on there that was showing if you look at it a worst case scenario, all the units that you're looking at, there's obviously things that the City we're going to require things to come to meet standards, right there that there are some things that we have identified that would bring the density a little bit down, there are some things. Speaking just

really quickly about the traffic, so Richard hit it right on the head when he said that obviously there are impacts to Pioneer Boulevard, but those impacts are within the code that we follow with all of the design standards for the road to keep it at a level of service C. So, we're not trying to do a show game that's saying this isn't going to do anything to Pioneer, obviously it will, but it does keep it within the level of service C. So, that is what the City designs things to, that's what all the other roads are designed to. We're very fortunate in Mesquite. It only takes you five minutes to get from one side of town to the other. This is not saying that by any means we look any less at trying to keep that same level of service, but there is legitimate things that we do look at. So, I do believe the traffic study just as Nick was saying, there are _____ in that study, it's not just the traffic counts, they look at the Institute of Transportation engineers handbook with the methodology in there and looking at it, I do believe that we still would maintain a level of service C looking at that. Now, with that being said, there are some things with the layout that as just looking at it on the tentative map, there will be changes that we would request with that, but as far as the traffic Pioneer will handle that. There's also the comment that I would like... Turtleback is a public roadway, so when you're coming on to Turtleback, the City of Mesquite maintains Turtleback, you wouldn't have to go through Canyon View as that goes onto Turtleback and then you could take it over to the new traffic signal. So, I think we're getting confused on that. Pull up the map and I'll show you. The second access is on Turtleback right there and then coming up like that. Unless I am completely mistaken and I could be, but as far as when we're looking at that segment of Turtleback right there is where you would turn off for that secondary access. Do you want me to point to it? Their secondary access would come right through there. That hooks right onto Turtleback road, which comes and leads up to the new traffic signal. So, you were talking about coming and going through Canyon View, which would be right there, that secondary access would come through that location. So, it would come onto Turtleback and you could carry that up to the new light. I was just trying to clear that up right there. I'm just saying, it may not be the best thing, it was just one of the things that... Turtleback would go up to that light or you can take Turtleback down to Pioneer.

Minutes:

Mayor Litman: You can give a comment at final public comment.

Minutes:

Council member Wursten: Can we give him time because he is the owner of this project?

Minutes:

Mayor Litman: Come on up. He's the gentleman and I don't know this gentleman, I've never seen him before, no more about it than of us sitting up here, I would hope.

Minutes:

Joseph Marcowitz: I thought this was critical. I thought I would let the process take its course and I deeply understand everybody's concerns here and thank them for their comments. As far as tabling it I can tell you we already reviewed it very carefully, we reviewed this, we've done due diligence on this property thoroughly. We are in a situation where Mesquite, I hear what Mr. Law had to say and I hear what you said Mayor in terms of 1600 housing units shortage, that's without any new industry moving here. So, in all the efforts that you're trying to make without housing it will never happen and we've been looking for three years for a parcel here in town. We're in town, we have probably the premier property, I think definitely we put passion and concern into providing good housing for the people that quite can't afford maybe where you live.

Okay? There are people, I'm speaking for their voices. There are people that are not here tonight that I could speak to and for that we house, families that we take of, workers, the people that do your lawns and the people that serve your food and the people that take care of you and have taken care of you, I'm speaking for them. There are people and they need places to live and if it's not this one I'm sorry, we would have to not close the escrow, the transaction will not take place. We are Fannie Mae, Freddie Mac, we have approvals from FHA, the Federal Housing Administration, we're approved operators for them, we work in tertiary markets such as this, we're not in Las Vegas, we're in areas like this and Bullhead City and areas, communities that need housing and we'd love to be able to provide it. Unfortunately, if we table this, the escrow won't happen. So, I would ask to give a final vote today, please. Thank you for your time and your consideration and thank everyone for their comments and hopefully we can all figure out a way to live together. Thank you.

Council member Ramaker moved to table this and discuss it with the builders and see if maybe we can come to a compromise possibly the MF-3 and see what else we can do and find out some more options in this area. Council member Boger seconded the motion.

Passed For: 3; Against: 2 (Gault, Wursten); Abstain: 0; Absent: 0

(Persons leaving loudly)

5) Department Reports

5.1 Mayor's Comments and Reports

Minutes:

Mayor Litman: This wasn't planned, I heard a lot of interesting comments tonight, but one comment that irritates me to no end is when we talk about putting an end to all the growth in Mesquite and no more people, so do we put up a sign that says we don't want any more of you here? And as we all age and as I look around, the most part we're all aging, I frankly don't want to buss my dishes, I don't want to deal the cards if I was a gambler which I'm not, etc., etc. We need people to provide services and to provide those services they have to live here. They can't commute from St. George, which is more expensive than Mesquite; they can't commute from Las Vegas when they're making \$12-13 an hour, because by the time they get here they've made nothing with the gasoline and the travel time. So, it's a very difficult situation that we have to look at in Mesquite and I think we could look at a compromise and hopefully we can come to some kind of a compromise; and as far as the comments made earlier this evening about marijuana lounges in Mesquite, I don't think so, we've got enough problems with people leaving casinos late at night in various places, we don't have a lots taverns in Mesquite, but where they have to come out onto the street after spending an evening drinking and smoking marijuana is not a very good outcome, to put it bluntly. So, let Las Vegas do what Las Vegas wants to do.

5.2 City Council and Staff Comments or Reports

Minutes:

Mayor Litman read this item.

Minutes:

Council member Ramaker: So a couple of things, I am not against these kind of projects, I'm hoping that we can work out something that we can make things happen because we do need these homes. What I really would like to do tonight is I want to thank the City of Mesquite for getting out there and cleaning up the mess that we had on the streets from that storm. They were out there quickly and cleaned it all up and I just want to appreciate and tell you how much I appreciate the hard work you've done and what you do to keep our city clean. The other is just a reminder, we're still collecting school supplies, thank you for all of you that have donated and hopefully you'll just continue for the next week.

Minutes:

Dodie Melendez: I just want to make an announcement, we secured \$13.25 million from the American Rescue Plan to be spent on economic development and anything that has to do with COVID to help our economy back up into where we were before COVID hit, so on August 25th Travis and I will present a capital project plan for that money to be spent.

6) Administrative Items

6.1 Consideration for approval of the Hardy Consulting Group Agreement for Fiscal Year 2021 - 2022.

- Public Comment
- Discussion and Possible Action

Minutes:

Mayor Litman read this item by its title and deferred to Martine Green.

Minutes:

Ms. Green: His agreement is attached and this is just to renew his agreement with the City and he's here if you have any questions.

Minutes:

Council member Wursten: I think Mr. Hardy and his group does an outstanding job, I appreciate it, I appreciate he's adjusted his prices for us through the COVID period and I feel very comfortable with having him do this instead of anybody else, I just really like what he's done and appreciate his willingness to tell us what will pass, what he feels like won't pass, and takes whatever we give him and fights hard for it through the legislature.

Minutes:

Ms. Green: He did continue his reduced amount.

Minutes:

Council member Dutkowski: I want to thank Mr. Hardy for his reports. I enjoy them tremendously and I want to make sure that you keep them coming. Thank you.

Minutes:

Mayor Litman: I will second that. I've worked with Mr. Hardy for a number of years and he is one hardworking guy that looks out for our City. For those of you that don't know that, we worked on a Bill this year and he was right on top of it, every single moment of the way, because it benefited us at the City, and he does that all the time.

Minutes:

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

Council member Wursten moved to approve the Hardy Consulting Group Agreement for Fiscal Year 2021 - 2022. Council member Boger seconded the motion.

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

6.2 Consideration for approval of the Third Extension of the Professional Services Agreement with James Guesman, public Defender, for Fiscal Year 2021-2022

- Public Comment
- Discussion and Possible Action

Minutes:

Mayor Litman read this item by its title and deferred to Martine Green.

Minutes:

Ms. Green: This is a continuation with our contract with our public defender James Guesman and we are paying him \$4000 a month and it's just a continuation of what we've been doing for the last two years.

Minutes:

Mayor Litman 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.

Council member Wursten moved to approve the Third Extension of the Professional Services Agreement with James Guesman, Public Defender for Fiscal Year 2021 - 2011. Council member Ramaker seconded the motion.

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

6.3 Consideration for approval of Resolution R21-037 of the City Council of the City of Mesquite finding the sale of approximately 0.51 acres of city owned property located at 130 E. First Street North is in the best interest of the City of Mesquite, authorizing the sale to LC5 Rentals, LLC.

- Public Hearing
- Discussion and Possible Action

Minutes:

Mayor Litman read this item by its title and deferred to Martine Green.

Minutes:

Ms. Green: I noticed that this is the third resolution for this parcel, it's just north of Mesquite Boulevard, very close to City Hall here, and the first resolution was, was in the best interest of the City to sell that parcel, that was approved; but I noticed that the second resolution which should have stated that we were selling it to Mr. Lee should have mentioned his name in the resolution and it did not, so it was essentially the same resolution again, so this is just a correction of that. He did make a presentation during that second resolution that was done on June 8th.

Minutes:

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

Minutes:

Mayor Litman opened up this item to Public Hearing.

Minutes:

Dave Ballweg: 6.3 and 6.4 are basically for the same parcel. I asked Mr. Barton, I sent Mr. Barton an email about where backup material is and he said these were going to be pulled from the agenda.

Minutes:

Ms. Green: That is correct.

Minutes:

Dave Ballweg: 6.4 is going to be pulled, so what are we doing with 6.3 then? Just correcting a proper wording?

Minutes:

Ms. Green: Who we are going to sell it to.

Minutes:

Dave Ballweg: 6.5 is going to be pulled also.

Minutes:

Mayor Litman: That is correct.

Council member Boger moved to approve Resolution R21-037 the sale of approximately 0.51 acres of city owned property located at 130 E. First Street North authorizing the sale to LC5 Rentals, LLC. Council member Dutkowski seconded the motion.

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

- 6.4 Consideration for approval of the Purchase and Sale Agreement between the City of Mesquite and LC5 Rentals, LLC for 130 E. First Street North in accordance with Mesquite City Charter 2.340 (sale or lease for purpose of economic development or redevelopment).

- Public Comment
- Discussion and Possible Action

Minutes:
Mayor Litman: Item 6.4 has been pulled...

Minutes:
Ms. Green: We are still in negotiations with the buyer.

- 6.5 Consideration for approval of an Agreement between the City of Mesquite and the Mesquite Chamber of Commerce regarding the use of the Welcome Center.

- Public Comment
- Discussion and Possible Action

Minutes:
Mayor Litman: Item 6.5 is being pulled because we are still being negotiated.

Minutes:
Adam Anderson: On 6.5, there's a potential agreement between the City and the Chamber of Commerce, I used to be the president of the board of the chamber, I just wanted to make sure the public knew that due to that or to avoid a conflict I have not been working on that project we've had Cliff Gravett working on that just to avoid any potential conflict there.

7) **Public Comments**

7.1 Public Comment

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

Minutes:
Marty McEwen: The question was asked about where we build apartments, I see two perfectly apt properties that I don't know what the zoning is, but MF-4 would seem appropriate. There is a lot for sale below Highland Estates between them and Virgin River. It's a high density area already with the hotel properties that are there, along with the property that's adjacent to Eureka, that Hillside that I don't know it was for sale, it's got a development sign on it, I don't know what they're doing with it, but those are two aptly suited properties in the same area that would not have the same negative impact I think on the residents of Mesquite Vistas. Other options that were brought up off Hardy Way, Mesquite Heights Road up that direction could

probably absorb a large complex and the traffic would be manageable. There's a lot of different ingress and egress out of that area. Longer term, I think the Council and the City of Mesquite need to address development on a regional level and not just look at the City of Mesquite. This valley as a whole is one region, all the houses that are being built are not just in Mesquite, there's some in Bunkerville, there's some in Scenic, Beaver Dam, all of that needs to be looked at. I know the City doesn't have a lot of options as far as the development in those outlying areas, but maybe there needs to be some sort of discussion about the development of a transportation and development entity that is holistic to the area. Another place I could see a huge apartment complex going in is off Old Highway 91, just past where the Palms golf course is, there is that land, I don't know if it's for sale or not, probably not. Developers could look into that. I know on the other side of the highway it's zoned for development of commercial and high density residential properties. The infrastructure is not there, but we got to look at it as a regional development, not just the City and finally in regards to the lot in agenda item 4.4, since it's going to have such huge impacts on Mesquite Vistas community since all of our sub associations are surrounding that, I don't know if there is any formal process that you could include both the master and sub associations and any invitations to further discussions on that. I think we have a huge state to represent our community in those discussions about any possible rezoning of that lot. Thank you very much.

Minutes:

Diane McKinney: I just want to discuss one thing, I totally understand the need for housing, get it, but I think what majority of people were trying to say, can we keep it at the 2 level. We're great with that, that's fine. The second thing is I spent a great deal of time writing a letter to the Council and I sent it to Mayor Litman and to all the Council people, and only two people responded and that was Wes and Brian, and I really appreciate, I want to thank you for taking the time to look at the letter I spent a great deal of time trying to put together and make it understandable, so thank you. I hope the others will do the same in the future. Thank you.

Minutes:

Deborah Stevenson: My sister is the artist, apparently there is some confusion and some misunderstandings about the mural that was in the Welcome Center. She volunteered, she's been doing all of this for free, it is not obscene, it is not unsightly, it is, unless you consider a Mesquite tree unsightly or obscene, and if I may, I'd like to give you this picture, may I? My sister is an artist that has done work around the world and she has been approved by the United States Department of Transportation, the Department of Transportation for the state of Oregon and other cities to do murals on major places like on I-5 in Oregon. So, I want you to know, she gets everybody to help her, it becomes a community effort, this is only what you see there has stage 1 come. Now, she normally works and gets everybody's approval through the system. I am willing, if you will give me the permission, to push this through to get appropriate approval. This tree that is being put there is the same tree that is right outside the Welcome Center and it's not to hurt anybody, it's to make a statement that we are Mesquite. Thank you.

Minutes:

Dave Ballweg: Want to talk about the high density stuff real quick. There's nothing that irks me more over my years of owning property and everything else when you change zoning, but we've gone through some very tough economic times with the great recession and the pandemic and everything else that's coming and what property values are and everything else. One of the things that you might, I mean, and these people that are doing this development are taking a risk, they're putting a lot of money into this stuff and what we really need to do is educate or at

least, I think Richard's gone and that's fine, but if we could do something to get the general public an understanding of what it costs just for Will Serve letters for water, I mean the Will Serve letter for that property for water will probably be well over \$3 million, since the water company just had a big... and that doesn't have anything to do with hooking up a pipe, that's just saying okay we'll give you water, the same thing with the power, but when you go into these places, when I built my facility, I got off easy, I thought it was just tremendous, I've built a \$6 million facility and I had \$500,000 worth of impact fees, _____, but most people don't understand you have to pencil all that in, basically those Will Serve letters and stuff had to be paid for upfront, you can't necessarily float those in the notes, and it's a very complicated and difficult issue. There's been quite a number of attempts in town to build facilities on some of the aforementioned properties that haven't gone because they just couldn't pencil out. So, I don't think anybody wants MF-4, but I think it becomes a reality, it's a dirt lot unfortunately or MF-4. So, it's what the community is going to want and like I said it's a tough call because I've been involved over my years with zoning changes that you buy something and you expect it to be what it is and then all of sudden it changes and I don't know if that makes any sense or not, but we need to educate, do a little bit more education on what these developers are facing in the way of all the fees. They've got to pay the City fees for roads, for sewers, it just goes on and on and on. Thank you for your time.

8) Adjournment

8.1 Adjournment

Minutes:

Mayor Litman adjourned the meeting at 8:36 pm

Allan S. Litman, Mayor

Tracy E. Beck, City Clerk



Mesquite Regular City Council Meeting Minutes
City Hall – Council Chambers – 2nd floor
10 E. Mesquite Blvd.
Tuesday, August 10, 2021; 5:00 pm

Minutes of a scheduled meeting of the Redevelopment Agency held Tuesday, August 10, 2021 at 5:00 pm at City Hall. In attendance were Chair Allan S. Litman, Board members Wes Boger, George Gault, Sandra Ramaker and Brian Wursten. Also in attendance were Interim City Manager Andy Barton; Deputy City Manager Martine Green; Interim City Attorney Adam Anderson; Finance Director Dodie Melendez; City Clerk Tracy E. Beck, other city staff and approximately 39 citizens.

Mayor Litman called the meeting to order 5:00 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 Comments.
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Minutes: Robert Lopez: I am representing the Kokopelli ATV Club of Mesquite. We are a nonprofit organization based here in Mesquite and we help take care of BLM and OHV land. This year we have a question to the Council and to the City if you're going to have the Parade of Lights and if so we'd like to get our buggies lit up for the Parade of Lights and join in on the festivities for the City. So, this is our question to the City Council.
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Mayor Litman: To the best of our knowledge, we are and you need to speak with Ms. Beck over there at some point after or tomorrow or whenever you want to come and see her because we are going to have it barring any unforeseen circumstances.
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2) **Consent Agenda**

2.1 Consideration for approval of the Tuesday, August 10, 2021 Regular City Council Meeting agenda; the July 13, 2021 City Council Meeting minutes and the July 20, 2021 Technical Review Meeting minutes.

- Public Comment
- Discussion and Possible Action

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

2.3 Consideration of Approval of Resolution No. R21-039, adopting an Interlocal Contract (No. 1302) between the City of Mesquite and the Regional Transportation Commission of Southern Nevada for the Mesquite - Falcon Ridge Parkway and Horizon Boulevard Half Roadway Improvements.

- Public Comments
- Discussion and Possible Action

2.4 Consideration of Approval of Resolution No. R21-040, adopting an Interlocal Contract (No. 1303) between the City of Mesquite and the Regional Transportation Commission of Southern Nevada for the Extension of Isaac Newton Drive Improvement Project.

- Public Comments
- Discussion and Possible Action

2.5 Consideration of Approval of Resolution No. R21-041, adopting an Interlocal Contract (No. 1296) between Clark County, the City of Las Vegas, the City of North Las Vegas, the City of Henderson, the City of Mesquite, the City of Boulder City and the Regional Transportation Commission of Southern Nevada for Underground Existing Utilities Maryland Parkway, Russell Road to Flamingo Road.

- Public Comments
- Discussion and Possible Action

2.6 Consideration of Approval of Resolution No. R21-042, adopting an Interlocal Contract (No. 1297) between Clark County, the City of Las Vegas, the City of North Las Vegas, the City of Henderson, the City of Mesquite, the City of Boulder City and the Regional Transportation Commission of Southern Nevada for Trail Maintenance Volunteer Coordination Fiscal Year 2022-2024.

- Public Comments
- Discussion and Possible Action

Minutes:

Mayor Litman asked Council if they had any comments or questions on Items 2.1, 2.2, 2.3, 2.4, 2.5 and 2.6 of the Consent Agenda. There were no speakers.

Mayor Litman opened up these items to Public Comment. There were no speakers. There were no eComments submitted for these items.

Council member Boger moved to approve Items 2.1, 2.2, 2.3, 2.4, 2.5 and 2.6 of the Consent Agenda. Council member Dutkowski seconded the motion.

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

3) Special Items

3.1 Presentation of donations to three (3) beneficiaries of the PREEN YOUR PET - the 2022 Calendar Contest/Fundraiser.

- Public Comment
- Discussion and Possible Action

Minutes:

Mayor Litman read this item by its title.

Minutes:

Carol Saldivar: Women's History and Culture Center president along with Jean Watkins, Women's History and Culture Center founder, board chair, and in my opinion visionary, she doesn't want me to say that, but too bad. Our purpose today is to award donation checks to three groups who do so much to improve the lives of animals in our community. These awards are the result of the Women's History and Culture Center 2022 Preen Your Pet Calendar contest and fundraiser that took place throughout June and July. The money was raised by people entering their beloved pets including beautiful photos, alive or in memory in this fundraiser followed by voting by the general public for pets who would win a half page spread on the 2022 calendar. It is through the generosity of these pet owners and their friends that we can make these donations. We also want to thank Danielle's Chocolates & Popcorn, the Front Porch Flowers and Gifts, and the UPS store on Pioneer who is, by the way, producing our beautiful calendars and for providing voting box access all throughout the month of June. With 33 dogs, 22 cats, and two donkeys entered in this contest, there was a lot of action at the voting boxes. Photos of every pet entered in the contest will appear in the 2022 Preen Your Pet Calendar, which will go on sale in the fall, and our website is here, up on the screen, for you in case you want more information about the center.

Minutes:

Jean Watkins: The big moment of the donations. As Carol was saying, the proceeds were from the registrations and the votes that were cast for each in our contest. We have three checks here. The amount of each check is \$1015.66 and they are being awarded to Friends of Mesquite Animal Shelter, Peaceful Valley Donkey Rescue, and We Care for Animals, and we're going to ask representatives to come forward to receive their checks, starting with Friends of Mesquite Animal Shelter, Joanne Magliozzi; next is Peaceful Valley Donkey Rescue, Joan Dunkle; and last but not least is We Care for Animals, Karen Taylor. We ask everyone to join in a round of applause for all of the hardworking people at these animal care organizations. They are all dedicated to improving the life of pets in our community and all of the many people through the community who have supported these three groups in their worthwhile causes, so I'd ask everyone involved in these three organizations please come forward and we're going to do a formal photograph. Thank you.

Minutes:

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

Minutes:

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

3.2 Presentation from 333 Eagles Landing Charity Golf Tournament for the Fire and Police Department's First Responders.

- 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.

Minutes:

Council member Wursten: I have a couple of things to say. It was about a year ago or a little less than a year ago that I was approached by Kenny Huff and Mark Yardley from Eagles Landing and they wanted to do something for our first responders, they wanted to run a golf tournament, and so they came to me and said this is what we're going to do, would you like to be a part of this and be part of our board and I jumped at the opportunity because I thought it was a wonderful, wonderful idea. I was in Salt Lake when the tournament went off and it was May 21st and so I helped by enlisting Mark Wetzel, who knows golf really well, to kind of take over for me when I was gone and he did a wonderful job with this golf tournament. It was a successful tournament this year, \$7500 were raised and the Police and Fire Department get to use that money as they wish, there's \$3750 per entity, the Police and the Fire each get that much to use, how they would like to use it, and we're certainly hoping for a lot more next year. So, I'm going to have Mr. Huff and Mr. Wetzel come up and let them say what they'd like to say about this and give the presentation to the Police and Fire Department at this time and we'll leave it at that.

Minutes:

Mr. Huff: It was a really successful tournament, we raised some good money, had some good volunteers. Mark Yardley, who came to me about three years ago with this idea, and so pre-COVID, all the stuff, and so finally we was able to put it on and it was a really nice success. Had a lot of good teams, had some good scores, paid out some good money, and I have a check here for \$7580 to the Police Department and the Fire Department, and I also have some pictures of me with them holding the check and then there's one with the Police Department. So, anyways, it was a lot of fun and we plan on doing this next year, this is the first annual, we're going to do it next year in May, so we hope to have more teams; the more teams we get, the more money we're going to be able to give to the Police and the Fire Department.

Minutes:

Mayor Litman: We need someone from Police and Fire to come up, and councilmember you're part of this, so please.

Minutes:

Council member Wursten: We will leave this up to Mr. Huff and the Police and Fire, they did a great job with this and I can't tell you how.

Minutes:

Mr. Huff: I got to say that Mark Wetzel was absolutely phenomenal helping me put this on. I couldn't have done it without him at all. Here are mugs for the Mayor and Council, it's got I love our first responders.

Minutes:

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

3.3 Presentation by Mike McGreer regarding a preliminary case study findings and water availability and sustainability for Mesquite community.

- Public Comment
- Discussion and Possible Action

Minutes:

Mayor Litman read this item by its title.

Minutes:

Mr. McGreer: Thank you for the opportunity to address what many consider the most important issue facing the community today, water availability and sustainability. I come before you representing the Mesquite Water Alliance, a Nevada nonprofit with an application pending for 501(c)(3) status. I retired to Mesquite in 2006 from the Department of Interior in Washington DC. Before purchasing property in this part of the arid southwest, I like many others asked realtors and builders about water availability and sustainability. I heard, as others have, that the community is set atop a large basin with plenty of water. Unfortunately, the size of the basin has nothing to do with water availability and sustainability. Elected officials across the arid southwest must deal with rising temperatures and changing precipitation patterns, leading to significant changes in the quantity and the quality of water available for humans and nature. Tonight, I ask that you consider what I have to say, as we all work together to develop public

policies that rationalize water issues with economic development. According to the Environmental Protection Agency, Nevada is the driest state in the United States with an average annual precipitation rate of 9.5 inches. The southern region of Nevada accounts for nearly three-quarters of the state's water demand and averages only 4 inches of precipitation per year, as reflected in the maps. The Nevada Division of Water Resources collects precipitation data from Basin 222 in the Bunkerville Mountains. The basin is experiencing the lowest 16-year period of inflow in over 100 years of record keeping and reservoir storage in the Colorado River system has declined from nearly full to half of its current capacity. Water like other sources are subject to the law of supply and demand. By law, in Nevada, all water sources within the state boundaries above and below ground belong to the public. That resource is not the property of any one individual or cooperation. There is no title of ownership granted to holders of appropriated water, and all water for Mesquite and Bunkerville comes from the upper arm of the drought-stricken Colorado River (arrows 1 and 2). We take our water from the formation identified as Colorado River Region, hydrographic system 34, region 13, Basin 222 (arrow 3). From the basin are five sources of water, they are spring water from local mountains, the next are surface water from the Virgin River, Beaver Dam Creek, Fort Creek spring and Nickel Creek. The third source is underground water, and then there is a fourth source simply identified as other surface water, that is actually a BLM precipitation monitoring activity. The fifth source is effluent. Those five sources were appropriated and managed for three different entities. The Department of Interior Bureau of Reclamation manages the Virgin River under the 1922 Colorado River Compact and the 1928 Boulder Canyon Project, and a host of other river laws. The Nevada Water Engineer also appropriates and administers all five sources of water within the basin. There is a third source and that was the district court issued the 1927 Virgin River Decree, which granted some of the historical shareholders in this area a certain amount of water. However, the single source of domestic water comes only from the underground portion of the water basin and it is not the size of the geology or even the hydrology of that basin that counts, it is the amount of water available and sustainable for use as determined by the Nevada Water engineer. Water planning is a critical part of the fiduciary duties of elected officials and two Nevada governors, following two separate legislative sessions, set water planning guidelines for those involved in water planning. On June 9, 2017, Nevada governor, Brian Sandoval signed Senate Bill 47, that legislation required that the state water engineer to prepare a water budget for groundwater and manage that source conjunctively with surface water. A water budget is a hydrological tool used to quantify water flow in and out of a system. In other words, it is accounting of all water available for use. In 2019, Governor Sisolak signed Senate Bill 150, requiring a county or a City to develop a water resource plan. SP 150 does allow a local water district to plan for the community; however, that planning must be consistent with Nevada water law, including but not limited to a scientifically based conjunctive water management study and the Nevada water engineer approved water budget. The City is a product of the state, as such the Mayor and the Council have the legal fiduciary duty to the public when disposing of water through their permitting and economic planning activities. That duty was reinforced by the Nevada Supreme Court on September 17, 2020, in a case that tested Nevada's prior appropriation law. The court ruled that, in principle, the state acts only as a fiduciary for the public when disposing of the public's valuable property, water. They also said that the public trust doctrine is embedded in current water law and disallows the relocation of adjudicated water rights for anything other than intended purposes. The foundation of current planning guidance, at least currently available for Basin 222, comes from the Nevada water engineer himself and it is quantified in their hydrographic area summary for that Basin 222. On August 4th, Samantha Thompson, the spokeswoman for Nevada Department of Natural Resources, confirmed that the estimated amount of groundwater used in domestic wells and the amount of groundwater available for appropriation within the basin is

3600 acre-feet annually. Also, she confirmed that there are 12,547 acre-feet of over appropriated permits and certificates allowed on that basin. The perennial yield is the maximum amount of groundwater that can be salvaged each year over the long term, without depleting the groundwater resource. The perennial yield cannot be more than the groundwater reservoir's natural recharge and is usually limited to maximum amount of natural discharge. When the 2017 Nevada legislature considered Sandoval's Bill 47, Jason King, then the water engineer, told the Nevada Legislative Committee on Natural Resources and Mining that it is the general policy of the state engineer to limit groundwater withdrawals from a basin to the average annual recharge, that is it's perennial yield. He added, based on reconnaissance reports, that the United States geological survey performed in the 50s-60s and sometimes in the 70s. He said "I will tell you that although they are old, we found them by and large to be very good and to be accurate. On July 25, 2017, Timber Weiss, a water resource specialist for the Division of Water Resources warned the Virgin Valley Water Board that the perennial yield in Basin 222 is only 3600 acre-feet annually. On January 30, 2018, during the Nevada water law of 2018 summit, King said that most basins were already over appropriated before the perennial yield was established. During an April 16th meeting of the commission to study the adjudication of water law cases, Adam Sullivan, the current Nevada Water engineer, argued that over appropriation varies among basins. While the original USGS studies are 50 to 70 years old, he concluded that they remain accurate. Sullivan further said that increased development and competing demands put pressure on water security across the state. Supply versus demand issues inherently creates conflict and our water laws have limited tools for how to manage those conflicts. In 1980, the Nevada Water engineer, William Newman, recognized that water appropriations on Basin 222 are more than the perennial yield and designated it as a critical management area. Doing so gave the state engineer additional authority in the administration of groundwater resources within the basin. Under Nevada law, if a groundwater basin is a critical management area for at least 10 consecutive years, the state engineer is required to order withdrawals, including withdrawals from domestic wells be restricted to conform to a priority. Under state law, the state engineer shall reject a water application and refuse to issue a requested permit where there is no unappropriated water in the proposed source of supply, or its proposed views or change conflicts with existing rights, or the water right threatens to prove detrimental to the public interest. There is a misconception that the Virgin Valley Water Board determines the amount of water available, they do not. As pointed out, it's the water engineer who sets the water budget based upon a sound and scientifically based conjunctive study. The Water Board must deliver that water in amounts less than or equal to that water budget. City employees and individuals from the Virgin Valley Water District did collaborate with a consulting firm to produce a Water Board approved 2020 master plan. However, in their planning process they ignored that Basin 222 is a critical management area closed to further appropriations and it's over allocated by 8947 acre-feet (arrow 1). They ignored demand projections are above the perennial yield (arrow 2), and that peak demand is over the permits and certifications (arrow 3), authorized by the water engineer. Effluent is one of the five sources appropriated to Basin 222 and partially managed by the City Council. Total effluent equals 10,646 acre-feet (arrow 1). I believe Z Golf is Falcon Ridge. Under Nevada law all water sources allocated by the Nevada Water engineer are first permitted and then certified. Official state records show that Mesquite's effluent is permitted but not certified (arrows 2 and 3). By law, the state engineer is limited on the amount of time he can give the application to file the two proofs. Failure to submit these proofs by the time specified can result in the cancellation of the water right. The record does not show Mesquite's certification suggesting the state engineer could cancel those rights. Here are some recommendations: Establish a policy whereas growth is commensurate with water sustainability and availability. Ensure that the City Council members act as fiduciaries in any decision that directly or indirectly involves the consumption, availability, or sustainability of

water. Recognize that Basin 222 is a critically managed basin with no unappropriated water. Follow a state engineer water budget for groundwater. Ensure that underground and surface water is managed conjunctively in accordance and in cooperation with a Nevada Water engineer. Keep to a City approved scientifically based water resource plan as required by statute. Establish water conservation for the community based upon the Southern Nevada Water Authority model. Consider appointing a member of the council to the commission to study the adjudication of water cases. I ask that you review what I have said with the City Attorney to avoid any potential class action losses, and you might look to the Federal Infrastructure bill, which is now going into the House, I believe, to potentially fund a water based economy. Just a final comment on the Mesquite water lines; As I mentioned, it is a nonprofit with a 501(c)(3) pending. Its function is to perform water policy research. We will sponsor discussions covering all appropriated demanded and supplied water resources flowing within the Lower Colorado River Basin. We will be hosting a number of community meetings to discuss these water issues and consider courses of action. Any questions?

Minutes:

Mayor Litman asked Council if they had any comments or questions.

Minutes:

Council member Wursten: I have a couple of questions. I think this is an important issue and I think that public should understand and then become involved in understanding water better than they do, myself included, and we've talked several times about this here and there and I've spent a lot of time with the Water District as well. I think it's important for me to understand as I go through this, the responsibility of coming up with this water plan falls to the Water District, and this is where...let me read this then you comment on that, but point blank, this is NRS Chapter 278, it says except as otherwise provided in subsection 3 that governing body should come up with this plan, but if you go to subsection 3, it's pretty clear that it says, a city or county is not required to develop and maintain the water resource plan described in subsection 1, if the city or county as applicable is located in areas served by a Water District, and it goes on from there, and we should be involved in this, there's no question about it, but the responsibility of this, I believe, falls to the Water District, does it not? The presentation should go on there?

Minutes:

Mr. McGreer: The City is required to have a plan, yes, you are absolutely correct, it can be done by the Water Board; however, it must be in compliance with Nevada Water Law, and the two most important points are (a) that it consider what the water budget is as set by the state engineer and presently that's 3600 acre-feet of water is the perennial yield. The second point that has not been considered in that plan is that the basin is over appropriated and they're currently pumping more water than they are appropriated to. Those two issues were not considered in that plan; therefore, at least in my opinion, that plan needs to be adjusted at best.

Minutes:

Council member Wursten: Would you suggest at this point that we shut down all development at this point or how does business...?

Minutes:

Mr. McGreer: I see on your agenda that you have several issues considering development. I really think that you need to table those issues until you have a water plan that (a) identifies

what the water budget is, how much water you actually have available and then you just work to balance those things out.

Minutes:

Council member Wursten: I understand that, and when you told me 3000, I wrote that down, I went to the Water District and talked to them and as you said earlier, the state engineer is responsible for coming up with this water budget and what they are telling me and the general manager of the Water District is telling me that the state engineer has done this and he feels like they have a very solid plan in place and they said they've been appropriated 12,771 acre-feet of water and that came from the state engineer, that they have that much water, and they're only using at this point 7000 acre-feet of water and using that there's been no noticeable decline in the water.

Minutes:

Mr. McGreer: Let me clarify that. There are two fundamental factors here that we must consider, one is the perennial yield, which is 3600 acre-feet, that's the amount of water that is available to pump out of the basin. The basins are over appropriated. It is true that the Water District is pumping, but actually they're pumping in excess of that 12,700. In peak demand times I think they're pumping up to 15,000 acre-feet. Further, if you look in detail at their plan, you'll see that they have taken out a \$10 million loan essentially to pump more water. Now, I talked, as I mentioned, I think it was August 4th, if I remember right on my notes, that I did ask the state engineer about their water budget and they confirmed for me and for you that the water budget still has the perennial yield of 3600 and that the 12,000 whatever it is 500 acre-feet that is over certified and over appropriated is their budget, and again I want to remind you that they're pumping more than that during the high demand periods, and in their plan as you can see, they continue to want to dig holes and so on. All I'm saying here is you need to rationalize that plan. You need to admit that there's 3600 acre-feet, that's the perennial budget, perennial yield and you cannot pump, even though the perennial yield is low, you still can't pump beyond the certifications and the permits.

Minutes:

Council member Wursten: I guess I am lost with that, with 3600 as opposed to we've have been appropriated 12,200, would the state engineer tell us we could pump 12,221 if we should only be pumping 3600?

Minutes:

Mr. McGreer: Thank you Brian for that. The answer to that is yes. As I mentioned in my briefing, Jason King and others have said that the basins are over appropriated, they admit to that, and there were reasons that they were over appropriated. Frankly, they didn't recognize that Nevada was going to grow the way it did, so they weren't concerned about the over appropriation. However, I again want to repeat that it's the Nevada Water engineer policy not to exceed the perennial yield. Now, the perennial yield is a tricky thing, by and large perennial yields, some hydrologists think that the perennial yields are considerably lower than what they should be and that in order to correct that you need to do a study and again when we get back to the state's legislation it said do a conjunctive study and then you can determine how much water you actually have. Now, here's the trick, the water engineer has not done that conjunctive study. It has not been done, nor have they changed the perennial yield. So, as it stands now, you're over appropriated, there's a certain amount of over appropriated permits and certificates

that have been allowed, you can't go beyond that. So, this idea that you can just dig more holes in the ground and you can apply another \$10 million to dig more holes in the ground is just inconsistent with that. Now, here's the trick about the conjunctive study, although the conjunctive study is required, the state engineer, their position is that we will manage a conjunctive study and they are doing conjunctive studies in areas in which basins have a correlation between underground water and river water. I've read correlation studies from Dr. Kramer and others at UNLV, that show that there is this correlation and I'm probably getting too deep into this, but I think that that conjunctive study can be done and should be done and there are ways to do it, but until then - until then we are maxed out.

Minutes:

Council member Wursten: It is interesting as I have talked to them, they feel like they've done a good study of the two sources, ground water and surface water; effluent, he actually admitted to me they haven't done a lot with effluent, which is interesting, because back in 2008 we were getting over 2 million gallons a night going through effluent water, I do know effluent water a little bit because of the golf side of things, but you'd think with all of the growth we'd have that that number would go up, but it hasn't. It's gone down actually from what it was, so it's kind of interesting.

Minutes:

Mr. McGreer: There is a trick with numbers too and I am talking about numbers that are in the state record and whether those numbers are up or down or new or old depends on what's published.

Minutes:

Council member Wursten: I just have a couple of other quick things that I wanted to bring up, to ask about, I really would like, I know that Travis has a little bit of a handle in some of this water, I'd like him to explain where the Water District goes from 3600 what you say as opposed to 12,271, because the state engineer keep allowing us to dig wells and I ...

Minutes:

Mr. McGreer: I am not sure about that.

Minutes:

Council member Wursten: That is what they have told me when I've talked to the general manager. He said they are the ones that allow him to dig these wells.

Minutes:

Mr. McGreer: Let me again repeat that it's up to the Nevada State engineer to set a water budget, not anybody from the Virgin Valley Water Board, it's up to the state engineer and as I mentioned, on August 4th I again asked him what is the perennial yield and he confirmed what it was, 3600 acre-feet. They did not say anything about digging new wells or approving new wells or doing any of that kind of stuff. They said 3600 is your perennial yield, 12,500 whatever that number is, is the amount that has been appropriated and permitted, over appropriated, over permitted, and that's what it is.

Minutes:

Council member Wursten: I would like to hear from the Water District on where that falls and I'd love to hear from... the last thing I wanted to say is I don't know if I'm ready to shut down all development at this point because I still trust that the professionals at the Water District are doing what they should be doing with the water, but by the same token, every time that somebody comes forward to hear, and this was something else that concerned me when we talked, everybody that comes here we just give water out, but what I didn't understand but I do understand at this point is that for every house and every business that comes before us and what we're doing with dealing with tonight, they have to go to the Water District and get a Will Serve letter that says, yes, we have the water.

Minutes:

Mr. McGreer: No. That Will Serve letter, I think if you read the small print just says we can serve it if we have the water and again I want to repeat, it's the state engineer not the Water Board who sets the budget.

Minutes:

Council member Wursten: And he does and he gave us 12,271 acre-feet of water, the state engineer did.

Minutes:

Mr. McGreer: Which is over appropriated.

Minutes:

Council member Wursten: So, he is off on his numbers?

Minutes:

Mr. McGreer: Nevada by and large has over appropriated the basins, over appropriated the basins and in terms of Basin 222 that goes back to at least 1980, when they declared that this basin was a critically managed basin. It's been over appropriated, that's true, but that over appropriation doesn't necessarily mean that we should be pumping water in excess of the perennial yield.

Minutes:

Council member Wursten: I can't remember where, it was also on my phone that I left at home, so I wouldn't forget it, but they're talking about when they were going to move forward with some of these studies that you're talking about, but I appreciate your time coming in and talking to us about this. I do feel like our Water District does a wonderful job. I think there's always room for improvement all the way around, but I wanted to thank them for doing their job as well.

Minutes:

Mr. McGreer: I want to be remind all of you that it is the state water engineer that sets the water budget, not the Water District.

Minutes:

Council member Wursten: And that I do know.

Minutes:

Council member Dutkowski: Just to confirm, I don't know if you mentioned the last time there was a conjunctive study.

Minutes:

Mr. McGreer: 1968 - it was not a conjunctive study. A conjunctive study has not been accomplished. The study that I'm referring to was a US geological study conducted in 1968, published in 1969, that set the perennial yield for the basin and that perennial yield continues to this day. Since then, the basin has been over appropriated as I've mentioned.

Minutes:

Council member Dutkowski: So, they haven't done a study. So, it seems like appropriate to do a study.

Minutes:

Mr. McGreer: It is appropriate to do the study and in my discussion with the state engineer it's a matter of two things: 1) I know this is a scientific thing, but this is what they say, is there a correlation - can you confirm a correlation between groundwater and surface water and the answer to that is yes based upon a study done by Dr. Kramer and others. With that, you can go to the state engineer and say, hey, we have that correlation, do the damn study; and they will come back and say, well maybe we have the money, maybe we don't, and that's where again I suggest that maybe under this infrastructure bill you might have some money. So, it's quite possible to do the study.

Minutes:

Council member Dutkowski: It sounds like it is a no brainer.

Minutes:

Mr. McGreer: It is a no brainer, the problem is, is if... I'm not coming here before you and saying stop growth. What I'm coming here and asking you is to get the darn study done, determine how much water is actually in the perennial yield, what conflicts are there in terms of the over appropriations, they will set a water budget and you live by.

Minutes:

Council member Dutkowski: Sounds reasonable to me. Thank you.

Minutes:

Council member Ramaker: Mine is not as much as a question, I just want to thank you for coming tonight. You know, this is something that we all should be concerned about, we are in a drought; if you look out there at Lake Mead, we should be really concerned about what we have and what we don't have, and I think these studies are important to give everybody, I'm going to call it, a fair space, because when you asked if you could do this and I brought it forward; I have called Kevin Brown from the Water District, and for those of you that are interested in hearing more, he'll be here to do something in two weeks and I've also contacted the state engineer so we're looking for two weeks after that, so hopefully we can get some answers and know more what we're doing. So, thank you.

Minutes:

Mayor Litman opened up this item to Public Comment.

Minutes:

Kevin Brown: I haven't had a chance to look at Mike's presentation, unfortunately it wasn't posted until I think today or later yesterday and it would have been nice to have been able to have had that a little bit beforehand to be able to be prepared with some more detailed comments. However, the state engineer has appropriated the Water District 12,271 acre-feet of groundwater to utilize, we're currently pumping 7000 of the 12,271 acre-feet of groundwater. We do have roughly about 20 monitoring wells throughout the basin here, groundwater monitoring wells that monitor the water levels. That water level hasn't changed in several decades. We have precipitation stations in the mountains surrounding us, that's where the primary recharge for our basin is, is in the mountains primarily when it comes to snowpack. We do not have a water issue problem whatsoever. This is kind of like a chicken little thing and I feel really bad that we have to spend a lot of time to deal with this now, but I'm more than happy to. I'm hoping that when Mike puts together his committees and whatever the groups that he's going to put together to discuss this stuff, that the Water District gets allowed to come to all of those meetings and be able to provide information and support. I do not recommend you shut down growth, we got plenty of water, I don't know how many times I got to say this, we got plenty of water, we got plenty of water, and we got plenty of water. Our master plan, which is a very detailed master plan based on our 12,271 acre-feet of approved water rights from the state engineer indicates that we have enough groundwater based on the current growth rate, which is pretty high right now, which is really good for Mesquite, to last us into the 2030s and at that point we have the additional sources that Mike talked about such as the springs up on the mountain or the Virgin River water rights that we do own. As far as the studies, the conjunctive use study, that's a requirement for the state engineer not the Water District to do, the Water District did not, as Mike said, we do not set what our water budget is, the state engineer did and its 12,271 acre-feet of groundwater.

Minutes:

Mr. McGreer: You are invited to anything we do.

Minutes:

Sheila Gustavason: Water in this town has been an issue since, I don't remember what year my husband started on the Water Board, but he was on the Water Board, he was appointed at that time by the City and they tried and tried and when Sandra Ramaker came on, they tried and tried again to get this water measured. Does it matter that the guy in the state says, oh, it's okay to do extra water? You have to know what is there before you over allocate. As he says we don't need to stop building, but we need to find out what we have before we do massive anythings. Thank you.

Minutes:

Cody Law: Since Economic Development was brought up, I thought I'd just make a few comments. A lot of the leads we're bringing into town are from California, part of that grand exodus, they're very water conscious and so in their RFIs, they do ask for what our water availability is in the town and all of the utilities and we do receive Will Serve letters from each of our utilities and I read all the fine print and it does say that we have enough water. On top of that, since these companies are coming from particularly coastal areas whether it be east coast

or west coast and they're very conscious of water, they are budgeting into their buildouts reverse osmosis programs, so that they can reduce their footprint on taking that water and so even with the economic development that we are working on, these large companies that we're bringing in, it's less water than they would actually try to permit for. So, we're still going to grow that's my point.

Minutes:

Travis Anderson: I just wanted to help with the wastewater treatment as that was brought up. So, we do have to permit all of the wastewater that is treated and delivered to the City of Mesquite for parks, to the two golf courses, Falcon Ridge, and Oasis. I just went through the permitting process on all those again this last year and one of the things, when I was talking with the permitting agency is they are extremely back-logged, it usually takes a year to two years to even process the permit, so just to make everyone know that we are fully permitted, we are up to all of the regulations at least with the wastewater treatment permits that the City has to do, so we are fully permitted that way. One thing I would like to add, as he was talking about Senate Bill 150 where it talks about the Water District, I read that exact same thing, it also states that that should be... it gives a timeframe that you can work up to that, the timeline to 2029, so there's still time as doing these water resource plans that's when the time is supposed to be obligated for that.

Minutes:

Council member Wursten: I want to comment on what Travis said there really quickly. This backlog I got to tell you, when I first went to Falcon Ridge, we were there 12 years and Mr. Wetzel knows this as well and we still never got just the name changed. As of 12 years we still hadn't gotten that.

Minutes:

Travis Anderson: So, we send in all our stuff and then it can be very timely manner and I'm not exactly why it takes so long, but that was what they had told me, so just for clarification on that.

Minutes:

Ben Davis: Board of Directors for VV Water District; I don't normally do this, I've heard presentations from Mr. McGreer very often, I do agree with him on one point, water is extremely precious to all of us living here in the desert. One thing I would like to understand and I'd love to hear comments from council member Ramaker and possibly Mr. McGreer. They've both been advocates of giving water to one of our golf courses, Wolf Creek for far below what the water is worth, and if we're making the argument that it's a precious resource that should be protected, which I full heartedly agree with, why are these two individuals, the sponsor of this presentation both advocating giving away water at a far below market rate and only treating one entity in this town differently than everybody else, I'd just love to hear some comments on that.

There were no eComments submitted on this item.

Council member Ramaker moved to accept the presentation. Council Member Gault seconded the motion.

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

4) **Resolutions & Proclamations**

- 4.1 Consideration for approval Resolution R21-043 of the City Council of the City of Mesquite (City) finding that the sale of approximately 4.16 acres of a 17.69 acre parcel of city owned property located at 515 Isaac Newton Drive for Economic Development Purposes is in the best interest of the City of Mesquite.

- Public Comment
- Discussion and Possible Action

Minutes:
Mayor Litman read this item by its title and deferred to Martine Green.

Minutes:
Ms. Green: If you refer to the map up there, the City of Mesquite owns a lot of land in between Falcon Ridge going all the way down to Lower Flat Top, so there is a side road, Isaac Newton Drive, at this point it's not completely completed all the way down to the end. At the top there, where it says overall, it's going to be a dead-end street. On the right side, Bark has already purchased that property. On the left side, we own 17.69 acre parcel, it's outlined in pink, but we do have a private party that is interested in using 2-1/2 acres of buildable land and so in order to do that we would need to sell them the 4.16 acres and we can parcel that off, so I ask that you vote at this time whether it would be in the best interest of the City of Mesquite to sell that to a private party.

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

Minutes:
Mayor Litman opened up this item to Public Comment.

Minutes:
Mr. McGreer: This is difficult. I ask you to refer to one of the slides that I presented earlier in my briefing, it's called the supply and demand slide. That slide is quotes from the Water District master plan and in that slide, it shows how much water they calculate over the perennial yield and over their permits from 2019 through I think it's 2030. So, when they get up here and say they are only going to pump to their permits, actually it's way over the peak demand, if you look at the peak demand numbers, you have that in front of you I won't belabor it here. But until we get a plan, until we get a proper plan that the water engineer approves, I suggest you table these matters. Thank you.

There were no eComments submitted for this item.

Council member Wursten moved to approve Resolution R21-043 of the City Council of the City of Mesquite (City) finding that the sale of approximately 4.16 acres of a 17.69 acre parcel of city owned property located at 515 Isaac Newton Drive for Economic Development Purposes is in the best interest of the City of Mesquite. Council member Boger seconded the motion.

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

5) Department Reports

5.1 Mayor's Comments and Reports

Minutes:

Mayor Litman: I have some concerns that I have that I want to share with the public, I know we don't have a lot of people here, but I'm going to share it with the public in general, it's about COVID-19, and just before the meeting this evening I had a conversation with the chief and I asked him how things are going and with HIPAA and so forth it's hard to get details, but his comment to me and my comment to him is things aren't going very well in Mesquite to start with. Mesquite is known for its support of one another, how we come together and help those in need and our generosity, everybody talks about this, how we are in Mesquite; however, in my opinion we are not doing our part to help others when we become so selfish that we don't get a vaccine that will not only protect us, but will protect our friends and our families and other people we know. This didn't happen with the vaccines for your childhood diseases and didn't happen with the polio vaccine that affected all ages. Your parents and your grandparents received the smallpox vaccine and several others; had they not, you probably would not be here today. I'm not doing my job as a spokesman for our City if I don't urge all of you to stop thinking just about yourself, and this doesn't mean people sitting here necessarily, and start thinking about what you can do to help others, it's the least you can do; and this is where I get controversial sometimes, please don't give me all the BS about constitutional rights and your freedom and being influenced by the communist party and/or Putin or somebody else, whatever you read on social media, we're all in this together and I think Mesquite should set the example, it's the real American way of doing business and again, if you really care about others, get the vaccine, I'm getting tired of hearing about people I know dying in either Mesa View or up in St. George. It's getting to be a bit much at this time. Is the vaccine perfect? Unh-unh, but it's the best thing we've got right now, and I think this is what we've got to do. Thank you.

5.2 City Council and Staff Comments and Reports

Minutes:

Mayor Litman asked Council if they had any comments or reports.

Minutes:

Council member Ramaker: So, love is in the air and we're pretty excited. We've just heard, and it looks like probably around the 1st of October that we will be doing marriage licenses here in Mesquite, right out of City Hall, and also this particular county clerk that we will get will be able to handle other things, we will have a full what you call county clerk services, things like fictitious names, swearing in of people who need to get special oaths, giving marriage licenses, so we're

looking forward to this, it's exciting. We'll plan to have a ribbon cutting and maybe do a couple of extra special fun things at that ribbon cutting, so please stay tuned for more information for exact dates, but we're pretty darned excited about this.

Minutes:

Mayor Litman: It sure saves a lot for people having to drive down to Las Vegas, get a marriage license, come back, that's just, yeah, it's time, definitely.

Minutes:

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

Minutes:

Mayor Litman: I will be asking, not this evening, but in the future for our Fire Chief to give us some information about what is going on with COVID in the City here. As you notice, it's not on the website now and you have to go to the Southern Nevada Health District to try to decipher what they put up there, which is not an easy task.

6) Administrative Items

- 6.1 Consideration for approval of the Purchase and Sale Agreement between the City of Mesquite and Juan Carlos Sanchez and Maricela Perez for 225 Jody Court in accordance with Mesquite City Charter 2.330.

- Public Comment
- Discussion and Possible Action

Minutes:

Mayor Litman read this item by its title and deferred to Martine Green.

Minutes:

Ms. Green: I have prepared the contract and it is attached, it's exactly like the other two that were done for Jody Court, all the costs are split including the appraisal, so there'll be \$1000 earnest money deposit and he's paying cash.

Minutes:

Mayor Litman 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.

Council member Boger moved to approve the Purchase and Sale Agreement between the City of Mesquite and Juan Carlos Sanchez and Maricela Perez for 225 Jody Court in accordance with Mesquite City Charter 2.330. Council member Ramaker seconded the motion.

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

6.2 Consideration of Tentative Map Case No. TM-21-005 (Dusty Rose Subdivision- Unit 22 of the Anthem at Mesquite PUD) to subdivide 51.32 acres into 159 single-family residential lots plus common open space areas. The property is zoned Single-Family Residential (SF) and is within the Anthem at Mesquite PUD.

- Public Hearing
- Discussion and Possible Action

Minutes:
Mayor Litman read this item by its title and deferred to Dan Catron.

Minutes:
Dan Catron: As noted, this is a proposal to divide the lower 51 acres into 159 single-family residential lots, the site is located on Flat Top Mesa, on the west side of Flat Top Mesa Boulevard just north of the Conestoga Golf Club - Hole #15. Access to the site is to be provided from the extension of Flat Top Mesa Boulevard. New interior streets will be constructed by the developer and they will be private with a 37-foot right-of way and 4-foot wide sidewalks to be provided on one side of the interior streets. The project includes approximately 6.8 acres of common open space and that's distributed along the west side of the development at the base of Flat Top Mesa, there is going to be a lot of grading going on there and the developer will be constructing a drainage well to handle the drainage in that area, and common open spaces also proposed between the tiers of lots, and then along Flat Top Mesa Boulevard, along the perimeter of the subdivision. Water issues aside, staff is recommending that we hold a public hearing and approve this tentative map.

Minutes:
Mayor Litman asked Council if they had any comments or questions.

Minutes:
Council member Ramaker: I was trying to find on this whole map because I've got a discussion with them, is this the new area that will be not age restricted or is this still part of the...?

Minutes:
Mr. Catron: This one is still age restricted.

Minutes:
Mayor Litman opened this item to Public Hearing.

Minutes:
Mr. McGreer: Same concern. According to the Virgin Valley Water District, they are pumping in excess of the peak demand and way over the perennial yield, I ask that this be tabled or whatever you do until those issues are resolved by the state engineer. Thank you.

Minutes:
Mayor Litman closed this item to Public Hearing.

Minutes:
Mayor Litman turned this item over to Council.

Council Member Gault moved to approve Case No. TM-21-005, Dusty Rose subdivision. Council member Boger seconded the motion.

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

6.3 Consideration for approval of the of the Development Contract for Virgin Valley Pioneer Park between Dixie and Anne Leavitt Family Foundation and the City of Mesquite.

- Public Comment
- Discussion and Possible Action

Minutes:
Mayor Litman read this item by its title and deferred to Martine Green.

Minutes:
Ms. Green: They wanted to add the amphitheater to the plan, but you have the agreement before you, so do you have any questions? It's going to be the one that's right across the street.

Minutes:
Mayor Litman: And for those who don't know, right across from us we're working with the Leavitt Family Foundation to put in a beautiful complex right across from us. It was originally going to have a little band stand there in the middle, as I best interpreted the original plans and they decided to put in a small amphitheater. Now, when we talk about amphitheaters, we're not talking about 2000 people amphitheaters, we're talking something that will hold about 100 people in a little angle, so it's somewhat bigger than what is over behind the museum now, but this is going to be more useful.

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

Minutes:
Mayor Litman opened up this item to Public Comment.

Minutes:
Ms. Green: They would like to get started sooner than later, they're very anxious.

Minutes:
Mayor Litman: We have discussed getting shovels in the ground by Labor Day hopefully. This will greatly enhance what we don't have, which is a downtown in any shape, form whatsoever, this will be a nice addition to our City.

Minutes:

Mr. McGreer: Same concern, according to master plan, they are pumping in peak demand over their perennial yield and over their permits, I ask that this be tabled until those issues are resolved by the state engineer. Thank you.

There were no eComments submitted for this item.

Council member Boger moved to approve the Development Contract for Virgin Valley Pioneer Park between Dixie and Anne Leavitt Family Foundation and the City of Mesquite. Council member Gault seconded the motion.

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

6.4 Consideration for approval of the One Nevada Agreement on allocation of Opioid Recoveries.

- Public Comment
- Discussion and Possible Action

Minutes:

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

Minutes:

Adam Anderson: I already introduced this at the last Tech Review, but we've been approached by the Attorney General's Office and asked to consider to enter into this agreement regarding potential recoveries from litigation stemming from the opioid crisis and opioid epidemic; and as general background, there's a number of lawsuits brought by the Attorney General's Office, the City of Mesquite itself has litigation that an outside counsel that is handling litigation related to manufacturers and distributors of opioids and the purpose of this agreement is that once settlements are reached with defendants in this litigation, that there needs to be an allocation between the different municipalities and other political subdivisions of the state on how to allocate those funds and the various municipalities have looked at this and the AG has looked at it and done the allocation that's provided in the agreement and there is no recoveries yet, but in entering into this agreement it will be helpful in negotiating with the various parties that are involved because they know already that the cities and other municipalities and like the counties have signed onto the agreement, we already know how any potential recoveries would be allocated. And so many municipalities have already signed off the agreement and I have checked with our outside counsel who is handling the outside litigation and they're in favor of the agreement as well and so we're asking this Council to approve the agreement.

Minutes:

Mayor Litman 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.

Council member Boger moved to approve the One Nevada Agreement of allocation of Opioid Recoveries. Council member Ramaker seconded the motion.

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

7) Public Comments

7.1 Public Comment

Minutes:

Mayor Litman: Just before final comment, I want to thank the Chief of Police and our police officers, I've been reading the police reports lately and I don't understand why drug dealers pick Mesquite because they seem to be arrested every time they come here. I think we're eliminating them as fast as they get here. I think that's great.

Minutes:

Council member Boger: I just want to thank the Police Department for ramping up around the school zones the last couple of days. With schools starting it's really important, and to see it, it gives the parents and the students peace of mind as well. Thank you.

Minutes:

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

8) Adjournment

8.1 Adjournment

Minutes:

Mayor Litman adjourned the meeting at 6:15 pm

Allan S. Litman, Mayor

Tracy E. Beck, City Clerk



Technical Review Meeting Minutes
City Hall – Council Chambers – 2nd Floor
10 E. Mesquite Blvd.
Tuesday, August 17, 2021; 1:30 pm

Minutes of a scheduled meeting of the Redevelopment Agency held Tuesday, August 17, 2021 at 1:30 pm at City Hall. In attendance were Mayor Allan S. Litman, Council members Wes Boger, Karen Dutkowski; George Gault, Sandra Ramaker and Brian Wursten. Also in attendance were Interim City Manager Andy Barton; Deputy City Manager Martine Green; Interim City Attorney Adam Anderson; Finance Director Dodie Melendez; City Clerk Tracy E. Beck, other city staff and approximately 4 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 this meeting to Public Comment. There were no speakers. There were no eComments submitted for this item.

2) Consent Agenda

2.1 Consideration for approval of the August 24, 2021 Regular City Council Meeting agenda; the August 3, 2021 Technical Review Meeting minutes and the August 3, 2021 Redevelopment Agency Meeting Minutes.

- Public Comment
- Discussion and Possible Action

Minutes:

Mayor Litman read this item by its title.

- 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.

2.3 Monthly Financials.

- Public Comment
- Discussion and Possible Action

Minutes:
Mayor Litman read this item by its title.

2.4 Consideration of Bid Award for the 2021 Traffic Signal Improvement Project.

- Public Comments
- Discussion and Possible Action

Minutes:
Mayor Litman read this item by its title.

2.5 Consideration of Bid Award for the Mesquite Pickle-ball Courts Phase I Project.

- Public Comments
- Discussion and Possible Action

Minutes:
Mayor Litman read this item by its title.

2.6 Consideration for approval Resolution R21-045 Outside Agency Grant (OAG) funds to the City of Mesquite for the Mesquite Senior Center for FY 2021-2022.

- Public Comment
- Discussion and Possible Action

Minutes:
Mayor Litman read this item by its title.

2.7 Consideration for approval Resolution R21-046 - Outside Agency Grant (OAG) funds to the City of Mesquite for Mesquite Recreation Center - FY 2021-2022.

- Public Comment
- Discussion and Possible Action

Minutes:
Mayor Litman read this item by its title.

2.8 Consideration of granting a Right-Of-Way public utility easement to Overton Power District along Canal Street.

- Public Comments
- Discussion and Possible Action

Minutes:
Mayor Litman read this item by its title.

Minutes:
Mayor Litman asked Council if they had any comments or questions on Items 2.1- through 2.8 on the Consent Agenda. There were no speakers.

Mayor Litman opened up items 2.1 through 2.8 to Public Comment. There were no speakers. There were no eComments submitted for these items.

Minutes:
Adam Anderson: I would like to request to add another item to the Consent Agenda. Interlocal Contract for inmate housing with Lincoln County. It is just a straight forward agreement with them and with the PD for housing inmates and I will provide that to Tracy.

Minutes:
Mayor Litman: That will be on the Consent?

Minutes:
Mr. A. Anderson: Yes. That is a straight forward Inter-local Agreement.

Council member Ramaker moved to Include the Interlocal Contract between Lincoln County and Mesquite Police Department for inmate housing. Council member Boger seconded the motion.

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

Minutes:
Council member Boger: I believe that will be at 4.2 or 4.3 adding the Purchase and Sale Agreement for LC5 for 130 E. First Street North.

Council member Boger moved to Include the Purchase and Sale Agreement for LC5 for 130 E. First Street North. Council member Dutkowski seconded the motion.

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

3) Special Items

3.1 Discussion and possible direction to staff regarding the Fiscal Rescue Fund Capital Projects Listing.

- Public Comments
- Discussion and Possible Action

Minutes:

Mayor Litman read this item by its title and stated that a special work session meeting will be held on September 7, 2021 after the Technical Review Meeting.

4) Resolutions & Proclamations

4.1 Proclamation - Women's Equality Day - August 26, 2021

Minutes:

Mayor Litman read this item by its title.

4.2 Consideration of Resolution No. R21-044 (Revised Zone Change Master Plan Case No. ZCM-21-003 (River View Bluffs Apartments) to rezone 14.4 acres of land at 520 W Pioneer Boulevard, from Low Density Multi-Family Residential (MF-2) to Medium Density Multi-Family Residential (MF-3).

- Public Hearing
- Discussion and Possible Action

Minutes:

Mayor Litman pulled this item by the request of the applicant.

5) Department Reports

5.1 Mayor's Comments and Reports

Minutes:

Mayor Litman: Nothing at this time.

5.2 City Council and Staff Comments and Reports.

Minutes:

Ms. Beck: So just for your curiosity, the lady on my left is my new Deputy City Clerk, and her name is Julie Goodsell.

Minutes:

Council member Ramaker: I just want to say a couple of things; first I want to let you know that I will not be here Tuesday night. I will be in Sparks representing the City at the League of Cities convention, but I will be calling in. Also, there were several people who were expecting to hear Kevin Brown to do a presentation on water and he has sent a note to me and I would like to read that in so that we have it.

Council member Ramaker (read an email from Kevin Brown, Virgin Valley Water District); After thoughtful consideration, I am respectfully declining the opportunity to present at the upcoming City Council meeting, or any other meeting in the near future. I feel the Virgin Valley Water District (VVWD) is in great standing with the Nevada State Engineer's Office and the Bureau of Safe Drinking Water, those entities that the VVWD must regularly report to. The VVWD has an excellent master plan to account for future growth in the City of Mesquite and Town of Bunkerville. The VVWD has a large network of groundwater monitoring wells to measure the health of our aquifer, which happens to be in outstanding shape. As the General Manager of the Virgin Valley Water District, I can assure you that we are operating within all the laws of Nevada. The VVWD will continue to build the infrastructure necessary to support the subdivisions and businesses the City approves to come to the area until such time our State Engineer approved water resources cannot sustain any further growth, or until the City leadership decides growth is no longer a priority for the area. Let me know if you have any questions. (end of email).

Council member Ramaker: I will send this to Tracy for the record. I also want you to know that the State Engineer and the State Deputy Engineer will be here on September 28th to do a presentation. Also, one more thing, George and I both attended the Las Vegas Global Economic Alliance perspective meeting last week. I brought the book that has really interesting information in it and I will leave it here in case anybody else on Council is interested in looking at it. They had a great presentation and I appreciate going and sharing that.

6) Introduction of Bills

- 6.1 Consideration of Introduction of Bill B21-006, an ordinance of the City Council of the City of Mesquite, Nevada, Amending Title 7 of the Mesquite Municipal Code "Building and Development" Chapter 1 "Building and Related Codes" by amending the Southern Nevada Amendments to the 2018 International Building Code as required by Assembly Bill 280 approved by the 81st Session of the Nevada State Legislature.

- 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.

7) **Administrative Items**

- 7.1 Consideration for approval of Architectural and Site Plan Review Case No. ASR-21-006 (Vista Del Sol) for the construction of 220 multi-family housing units on 16.76 acres at 1375 Bertha Howe Avenue, in the High Density Multi-Family (MF-4) Zone.

- 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.

- 7.2 Consideration of providing direction to staff for Economic Development, whether it be on a contractual basis or an in-house recruitment process.

- 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.

- 7.3 Consideration for approval of a month to month agreement for BE Consultants (Bill Edmiston).

- 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.

Minutes:

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

7.4 Consideration for approval of Citywide Consultants annual contract for Economic Development.

- Public Comment
- Discussion and Possible Action

Minutes:

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

Minutes:

Mayor Litman opened up this meeting to Public Comment.

Minutes:

Cody Law, City Wide Consultants: Just here to get some clarification and hopefully some accountability. I submitted the contract last week to the City Manager's office and just happened to look online yesterday to see what else was on the agenda for today's Tech Review and the attachments that I submitted which was the updated contract, with accountability reports and also some of the projects I have been working on were not attached. It was an old contract that was attached and would most definitely been denied. So I talked to Andy and asked for some accountability of who attached the wrong contract. That contract should have never seen the light of day. That was between me and Aaron and now me and Andy because it had nothing to do with what we are trying to accomplish here. So, I am just here to ask how that got into the mix.

Minutes:

Ms. Beck: Those have been removed. Those have been removed and the current one that says September 1st is on the web now.

Minutes:

Cody Law: The other concern I have is and I see that Mr. Edmiston is not here. His attachments are also old. They are based on last September and February. Did he submit to put that on the agenda and if he did, it is an old submittal and it's not a renewal of the contract so in fairness to him that he is being misrepresented as well. So I am asking for some accountability on how these old documents got put in to be on Council next week.

Minutes:

Andy Barton: To be honest with you I am not sure but I ensure you it was not intentional. Yours has been corrected and I believe the latest we have for Bill is the correct ones Martine?

Minutes:

Martine Green: He has requested things verbally, but there is no contract that was given to move forward from him.

Minutes:

Mr. Barton: What we can ensure you there was no intent to put something on the agenda that would get you or Bill denied.

Minutes:

Cody Law: There are a lot of weird things happening when things been submitted to the city lately on my behalf so I just want to find out where and how these things are getting placed. I was lucky enough to pull it up yesterday and called Mr. Barton, we spoke and I just wanted to make Council aware that something does feel right here. I appreciate Tracy you changing it and putting the proper contract. Thank you.

8) Public Comments

8.1 Public Comment

Minutes:

Mayor Litman opened up the final Public Comment.

Minutes:

Nick Montoya: Since you were so fast with Staff Comments, Fire Department is here and they have some comments as well. We have been working with SNHD, they will be here tomorrow and Thursday from 10:00 am to Noon and then from 1:00 pm to 2:30 pm both days to do COVID testing at the Mesquite Campus/Jimmie Hughes Campus suite #1. We posted up the website, you have to make an appointment to take your COVID test. This is being blasted out on all social media and also we will put it on the webpage. We will be informing all the HOA's and everybody that is interested in this. Just want everyone to know that they are working with them and then next week, they are planning on coming, but it don't know what days, they have not specified yet, but they will have their mobile command center/mobile testing site at the Jimmie Hughes campus and we will post all of that when we get that finalized with SNHD. Spencer is here to inform you about other stuff and that is all I have.

Minutes:

Spencer Lewis, Fire & Rescue Department: So that everyone is aware, that the COVID testing will be done by the Health District; same type of test we were doing the drive-thru. We were getting our tests from them so the process and the paperwork and all of that will be very similar. So, it is just a different location. We are not jumping into the testing, but we are. Clark County School District is needing help to get theirs up and going. I don't know who has been following it, the school district mandated all unvaccinated teachers get tested weekly so that is a pretty big ask. They really don't have a process in place right now, so the fire department will be stepping in to do the testing as far as we are the swabbers. I apparently like picking noses for the last year and a half. That is what I do. So, we will go and help with that. The school district is paying for all the tests, all of the processing that they are helping with the clerical support; we are just merely there as the swabbers. They intend on having this up and going all on their own in three to four weeks throughout the school district, but the initial push they needed some help. So we jumped in to do the swabbing and hopefully we will be out of that shortly. Like Nick had said, I can't reiterate with the Health District. We found out about this last night like at 9:00 pm. We don't know exactly when, so it is really hard going to the Health District. I am sure they will

update their website, right before they send us emails, is kind of seems to be the mantra. So, the Health District will be the best one to watch. Any questions for us? (none).

9) **Adjournment**

9.1 Adjournment

Minutes:
Mayor Litman adjourned the meeting at 1:47 pm

Minutes Footer

Allan S. Litman, Mayor

Tracy E. Beck, City Clerk



Consent Agenda

Consideration of approval of:

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

- Public Comment
 - Discussion and Possible Action
-

PETITIONER: Dodie Melendez - Finance Director **DEPARTMENT:** Finance

RECOMMENDATION:

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

Background:

See Attachment

Fiscal Impact: See Attachment

Budgeted Item: No

Attachments:

- [City Council - Budget Trsfrs & POS 09.07.21.pdf](#)
- [Check Register - City Council Agenda 08.09.21 to 08.22.21.pdf](#)

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

							For Fiscal Year 2021-2022		
Vendor	Description	Requested By:	Department	Account #	Description	Approved	Original Budget	Current Budget Balance	Remaining Budget (Over) / Under
RMT Equipment	New Turf Mower for Park Maintenance Division of Athletics & Leisure	M. Bramlage	PW	99-40-076	Vehicle/Equip Replacement Fund-Capital Expenditures Parks & Grounds Maintenance	\$ 18,789.25	\$ 47,500.00	\$ 19,014.20	\$ 224.95
Specialized Surfacing Utility & Construction LLC	Asphalt Removal & Replacement to Needed Areas on Our Roads &	M. Bramlage	PW	11-65-700	Street Maint. Spec Rev Fund- Street Maintenance	\$ 23,625.00	\$ 420,000.00	\$ 288,384.14	\$ 264,759.14
Hot Iron Construction	City Hall Landscape Project	N. Montoya	Athletics & Leisure Services	25-85-741	Redevelopment District-Special Appropriations City Hall	\$ 9,800	0.00	0.00	\$ (9,800.00)

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

							For Fiscal Year 2021-2022		
Vendor	Description	Requested By:	Department	G/L Account #	Account Description	PO's to be Approved	Original Budget	Current Budget Balance	Remaining Budget (Over) / Under
CCS Presentation Systems	Upgrades to City Council Chambers Audio Video	D. Marshall	IT	97-40-047	Info Tech Shared Services - Information Tech	\$ 80,718.20	\$ 281,000.00	\$ 281,000.00	\$ 200,281.80
AZ Wastewater Industries, Inc.	New Sewer Line Inspection Camera Truck with New Camera System	T. Anderson	PW	52-40-740	Sewer Fund-Expenditures Sewer Capital Outlay	\$ 330,230.00	\$ 2,550,230.00	\$ 2,540,466.00	\$ 2,210,236.00
Southwest Specialty Coatings Inc	Provide Corrosion Protection for North & South Clarifiers, Launder Troughs, Walkways and Center Platform Supports	T. Anderson	PW	52-40-620	Sewer Fund-Expenditures Miscellaneous Services	\$ 242,500.00	\$ 450,036.00	\$ 428,126.48	\$ 185,626.48
ESRI	GIS Maintenance Agreement Annual Payment	D. Marshall	IT	10-47-310	GF-Information Technology Professional & Technical SVCS	\$ 27,500.00	\$ 574,500.00	\$ 269,262.01	\$ 241,762.01
Bulloch Brothers Engineering, Inc.	Thomas Edison Court Improvement Project	T. Anderson	PW	45-40-738	Capital Project Fund - Expenditures Thomas Edison Ct	\$ 39,800.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ 1,960,200.00

CITY OF MESQUITE

NOTIFICATION OF BUDGET TRANSFERS

DATE OF COUNCIL MEETING:

9/7/2021

TRANSFERS FROM:				TRANSFERS TO:			
Fund	Account #	Account Description	Incr.<Decr>	Fund	Account #	Account Description	Incr.<Decr>
				Fund 10	10-47-260	GF - IT Equipment Non Capitalized	14,209.33
				Fund 10	10-48-310	GF - HR Professional & Tech Svcs	6,666.50
						GF-City Attny Professional & Tech Svcs	
				Fund 10	10-50-310		8,409.54
				Fund 11	11-65-700	Street Maintenance	40,759.00
				Fund 12	12-87-740	Airport Capital Outlay	350,500.00
				Fund 13	13-40-450	Cap. Proj.-Maintenance/Repairs	5,900.00
				Fund 20	20-76-805	Resid Constr-Pickelball Court	28,613.58
				Fund 21	21-85-216	Envir Planning Exit 118 Mitigation	24,517.51
						Transportation Impact Fee-Captial Outlay	
				Fund 22	22-65-740		11,840.00
				Fund 45	45-40-771-816	Various Accounts	822,962.64
				Fund 52	52-40-620	Sewer Fund-Misc Svcs	16,884.00

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;
 - (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 **9/7/2021**

BUDGET AMENDMENTS FY 2021-2022

[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	
08/21	08/19/2021	181864	14945	ADVANCED HEARING & BALANCE SPE	130206	1	10-56-320	.00	67.00	67.00	PD/Dispatch - Hearing Fawson
Total 181864:								.00		67.00	
08/21	08/19/2021	181865	11509	ANIMAL CARE EQUIP & SVC	94727	1	10-70-610	.00	145.64	145.64	PD/AC - 4 qt pails with hooks
Total 181865:								.00		145.64	
08/21	08/19/2021	181866	16423	APEX ENVIROMENTAL CONSULTANTS LLC	21-0541	1	25-85-756	.00	650.00	650.00	Rec Cntr- Asbestos testing Historical Gym
Total 181866:								.00		650.00	
08/21	08/19/2021	181867	10454	AUTO AIR & MORE INC	248620	1	10-66-250	.00	120.95	120.95	VM- Blower Motor
Total 181867:								.00		120.95	
08/21	08/19/2021	181868	5008	AUTO SELECT ST GEORGE FORD LC	081621	1	16-71-740	.00	53,074.00	53,074.00	PW/SC- 21 F-150 Home Bound Vehicle
Total 181868:								.00		53,074.00	
08/21	08/19/2021	181869	17383	AUTUMN VILLASENOR	1529	1	15-23200	.00	105.00	105.00	Court-Refund Bail Holding 21CR00335
Total 181869:								.00		105.00	
08/21	08/19/2021	181870	17384	B AND S DESIGNS NV	103	1	10-82-615	.00	543.50	543.50	Museum-Key Fobs, Trivets and Puzzles
Total 181870:								.00		543.50	
08/21	08/19/2021	181871	13476	BOBCAT OF LAS VEGAS INC	P02292	1	10-66-250	.00	34.20	34.20	VM- Fuel Tube/Ring
Total 181871:								.00		34.20	
08/21	08/19/2021	181872	4755	CASELLE INC.	111006	1	52-40-310	.00	35.00	35.00	Caselle Support-Maintenance
08/21	08/19/2021	181872	4755	CASELLE INC.	111006	2	10-46-310	.00	210.00	210.00	Fin-Time Keeping, Net pay, W2, 1099
08/21	08/19/2021	181872	4755	CASELLE INC.	111006	3	10-46-310	.00	50.00	50.00	Fin-Caselle Advantage Apps & Excel Designer & Reporting
08/21	08/19/2021	181872	4755	CASELLE INC.	111006	4	10-46-310	.00	68.00	68.00	Fin-AP Direct Pay

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	
08/21	08/19/2021	181872	4755	CASELLE INC.	111006	5	52-40-310	.00	100.00	100.00	Fin-3 User Licenses from 13-16
08/21	08/19/2021	181872	4755	CASELLE INC.	111006	6	10-46-310	.00	100.00	100.00	Fin-Caselle License
08/21	08/19/2021	181872	4755	CASELLE INC.	111006	7	10-46-310	.00	229.76	229.76	Fin-16% Contract Software
08/21	08/19/2021	181872	4755	CASELLE INC.	111006	8	83-81-610	.00	244.12	244.12	17% Debt Serv-Contract Software
08/21	08/19/2021	181872	4755	CASELLE INC.	111006	9	83-82-610	.00	244.12	244.12	17% Debt Serv-Contract Software
08/21	08/19/2021	181872	4755	CASELLE INC.	111006	10	52-40-310	.00	718.00	718.00	Sani-50% Contract Software
Total 181872:								.00		1,999.00	
08/21	08/19/2021	181873	14492	CENTURYLINK	AUG 21	1	10-47-310	.00	1,021.39	1,021.39	IT-911 Hardware Service Agrmt. for Aug 21
Total 181873:								.00		1,021.39	
08/21	08/19/2021	181874	17386	CHRISTINA LINDA	081621	1	17-80-610	.00	69.80	69.80	Rec Prog-Safekey Supply Reimbursement
Total 181874:								.00		69.80	
08/21	08/19/2021	181875	15648	COASTLINE EQUIPMENT	824772	1	10-66-250	.00	146.11	146.11	VM- Hinge
08/21	08/19/2021	181875	15648	COASTLINE EQUIPMENT	825385	1	10-66-250	.00	31.63	31.63	VM- Hinge/Freight
08/21	08/19/2021	181875	15648	COASTLINE EQUIPMENT	825574CR	1	10-66-250	.00	31.63-	31.63-	VM- Credit Hinge Ref:825385
08/21	08/19/2021	181875	15648	COASTLINE EQUIPMENT	825658	1	10-66-250	.00	184.99	184.99	VM- Hinge/Freight
08/21	08/19/2021	181875	15648	COASTLINE EQUIPMENT	826571	1	10-66-250	.00	25.09	25.09	VM- Filler Cap
Total 181875:								.00		356.19	
08/21	08/19/2021	181876	13396	DO IT BEST CORP	080421	1	17-34-405	.00	220.00	220.00	Rec Cntr- pool refund-inclement weather
Total 181876:								.00		220.00	
08/21	08/19/2021	181877	17113	FENNEMORE CRAIG, P.C.	1082339	1	10-41-310	.00	3,578.50	3,578.50	Myr Cncl-Human Resources Investigation
Total 181877:								.00		3,578.50	
08/21	08/19/2021	181878	2245	GRAINGER INC	9002432988	1	10-63-610	.00	647.86	647.86	FS3- Garage Door Opener
08/21	08/19/2021	181878	2245	GRAINGER INC	9012159027	1	10-63-250	.00	709.89	709.89	CH- Motor Starter
08/21	08/19/2021	181878	2245	GRAINGER INC	9020906245	1	10-63-610	.00	22.38	22.38	Rec- Front Pushbar Kit
Total 181878:								.00		1,380.13	

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	
08/21	08/19/2021	181879	16105	HENRY SCHEIN INC	96449433	1	10-57-615	.00	256.76	256.76	FD-Coldpack, lidocaine, underpaid, vomit bag
08/21	08/19/2021	181879	16105	HENRY SCHEIN INC	96639677	1	10-57-615	.00	138.26	138.26	FD-Heparin , Phenylephrine
Total 181879:								.00		395.02	
08/21	08/19/2021	181880	2452	HIGH DESERT SUPPLY	IN00200059	1	10-66-250	.00	97.65	97.65	VM- Oil/Air Filters
08/21	08/19/2021	181880	2452	HIGH DESERT SUPPLY	IN00200060	1	52-40-620	.00	733.18	733.18	Sani- Air Filter
Total 181880:								.00		830.83	
08/21	08/19/2021	181881	12669	HOME DEPOT	4420 00002	1	10-76-610	.00	73.59	73.59	Rec/Parks- RR ties-preschool planter boxes
08/21	08/19/2021	181881	12669	HOME DEPOT	4420 00002 1	1	10-81-610	.00	390.71	390.71	Rec Cntr- tools & supplies to repair floors @ jimmie hughes campus
08/21	08/19/2021	181881	12669	HOME DEPOT	H4420-86533	1	10-76-610	.00	1,672.89	1,672.89	Rec/Parks- RR ties/Hafen horseshoe pits
Total 181881:								.00		2,137.19	
08/21	08/19/2021	181882	13093	HONNEN EQUIPMENT	1293029	1	52-40-250	.00	1,716.69	1,716.69	Sani- Gaskets/O-Rings/Labor
Total 181882:								.00		1,716.69	
08/21	08/19/2021	181883	16497	INTEGRATION PARTNERS	PRJ0053438	1	10-47-240	.00	181.00	181.00	IT-Copper Wire, Connector, Solid Optics
Total 181883:								.00		181.00	
08/21	08/19/2021	181884	17387	JOELLEN MANN	1528	1	15-23200	.00	520.00	520.00	Court-Refund Bail Holding 21TR00573
Total 181884:								.00		520.00	
08/21	08/19/2021	181885	16830	KARINA LOPEZ	080421	1	17-80-610	.00	50.00	50.00	Rec Cntr- preschool registration refund
Total 181885:								.00		50.00	
08/21	08/19/2021	181886	17388	KIMBERLY WOOLSEY	080921	1	17-34-405	.00	315.00	315.00	Rec Prog-Pool Reservation Refund
Total 181886:								.00		315.00	
08/21	08/19/2021	181887	13737	LANGUAGE LINE SERVICES	10281596	1	10-54-310	.00	52.85	52.85	PD/Admin - Translation

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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 181887:								.00		52.85	
08/21	08/19/2021	181888	9516	LIFE ASSIST INC.	1119692	1	10-57-615	.00	80.44	80.44	FD-Rocuronium
08/21	08/19/2021	181888	9516	LIFE ASSIST INC.	1119711	1	10-57-615	.00	286.40	286.40	FD-epeinephrine, sodium cholorida IV solution
Total 181888:								.00		366.84	
08/21	08/19/2021	181889	747	LINCOLN CO. POWER DISTRICT	JULY 2021	1	10-54-281	.00	22.11	22.11	PD/Admin - Range Power July 21
Total 181889:								.00		22.11	
08/21	08/19/2021	181890	13504	MASTER CRAFTSMEN	258	1	10-66-250	.00	464.00	464.00	VM- Hood Repair 15 Chevy Tahoe
Total 181890:								.00		464.00	
08/21	08/19/2021	181891	3276	CENTRAL STATION MONITORING	359074	1	10-63-310	.00	21.95	21.95	Str- Alarm Aug 21
Total 181891:								.00		21.95	
08/21	08/19/2021	181892	3313	MCCANDLESS INTERNATIONAL TRUCK	X100803727:	1	10-66-250	.00	208.75	208.75	VM- Sensor Assembly/Connector
Total 181892:								.00		208.75	
08/21	08/19/2021	181893	17395	MELISSA ROWAN	1532	1	15-23200	.00	1,500.00	1,500.00	Court-Refund Bail Holding 21CR00405
Total 181893:								.00		1,500.00	
08/21	08/19/2021	181894	3344	MESQUITE CHAMBER OF COMMERCE	E6668	1	10-41-230	.00	20.00	20.00	Myr Cncl-August 2021 Luncheon
08/21	08/19/2021	181894	3344	MESQUITE CHAMBER OF COMMERCE	E6668	2	10-43-230	.00	20.00	20.00	Cty Mgr - Aug. 2021 Luncheon
Total 181894:								.00		40.00	
08/21	08/19/2021	181895	3500	MESQUITE LUMBER & SUPPLY	080121	1	10-38-900	.00	70.00-	70.00-	Credit-Ace Rewards
08/21	08/19/2021	181895	3500	MESQUITE LUMBER & SUPPLY	357475	1	10-57-610	.00	60.96	60.96	FD-ground connector
08/21	08/19/2021	181895	3500	MESQUITE LUMBER & SUPPLY	357476	1	10-57-610	.00	60.96-	60.96-	FD-CREDIT
08/21	08/19/2021	181895	3500	MESQUITE LUMBER & SUPPLY	357477	1	10-57-610	.00	35.98	35.98	FD-ground connector
08/21	08/19/2021	181895	3500	MESQUITE LUMBER & SUPPLY	357478	1	10-57-610	.00	24.98	24.98	FD-insulated nozzel grip
08/21	08/19/2021	181895	3500	MESQUITE LUMBER & SUPPLY	357508	1	10-57-610	.00	46.98	46.98	FD-hex washer, push broom

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08/21	08/19/2021	181895	3500	MESQUITE LUMBER & SUPPLY	358222	1	10-76-610	.00	24.88	24.88	Rec/parks- toilet paper fastener/SEC
08/21	08/19/2021	181895	3500	MESQUITE LUMBER & SUPPLY	358263	1	10-76-610	.00	5.42	5.42	Rec/parks- fasteners for PP irrigation clock
08/21	08/19/2021	181895	3500	MESQUITE LUMBER & SUPPLY	358267	1	10-76-610	.00	.80	.80	Rec/parks- screws @ cemetery
08/21	08/19/2021	181895	3500	MESQUITE LUMBER & SUPPLY	358434	1	10-63-610	.00	61.98	61.98	CH- Shock Treatment
08/21	08/19/2021	181895	3500	MESQUITE LUMBER & SUPPLY	358471	1	10-55-310	.00	11.96	11.96	PD/Corr - Jail Door Key
08/21	08/19/2021	181895	3500	MESQUITE LUMBER & SUPPLY	358472	1	10-76-610	.00	115.88	115.88	Rec/parks- doug fir, expansion joint for cement @ preschool
08/21	08/19/2021	181895	3500	MESQUITE LUMBER & SUPPLY	358477	1	10-76-610	.00	83.88	83.88	Rec/parks- stakes, SSS for cement
08/21	08/19/2021	181895	3500	MESQUITE LUMBER & SUPPLY	358481	1	10-70-610	.00	36.94	36.94	PD/AC - S Hooks and threads
08/21	08/19/2021	181895	3500	MESQUITE LUMBER & SUPPLY	358493	1	10-63-610	.00	20.95	20.95	CH- Screws
08/21	08/19/2021	181895	3500	MESQUITE LUMBER & SUPPLY	358536	1	10-63-610	.00	23.43	23.43	MC- Drill Bit Set
08/21	08/19/2021	181895	3500	MESQUITE LUMBER & SUPPLY	358538	1	10-65-610	.00	135.96	135.96	Str- Posts
08/21	08/19/2021	181895	3500	MESQUITE LUMBER & SUPPLY	358542	1	10-76-610	.00	48.99	48.99	Rec/parks- blade to cut concrete
08/21	08/19/2021	181895	3500	MESQUITE LUMBER & SUPPLY	358543	1	10-76-610	.00	89.99	89.99	Rec/parks- misc tools
08/21	08/19/2021	181895	3500	MESQUITE LUMBER & SUPPLY	358553	1	10-63-610	.00	42.97	42.97	FM- Flat Head Concrete Screws
08/21	08/19/2021	181895	3500	MESQUITE LUMBER & SUPPLY	358557	1	10-76-610	.00	59.98	59.98	Rea/parks- pvc cutter
08/21	08/19/2021	181895	3500	MESQUITE LUMBER & SUPPLY	358590	1	10-81-610	.00	65.89	65.89	Rec Cntr- chlorine/hafen splash pad
08/21	08/19/2021	181895	3500	MESQUITE LUMBER & SUPPLY	358591	1	10-76-610	.00	100.30	100.30	Rec/parks- pails,extnsn cord,caps for preschool cement project
08/21	08/19/2021	181895	3500	MESQUITE LUMBER & SUPPLY	358594	1	10-63-610	.00	16.99	16.99	MC- Gate Spring
08/21	08/19/2021	181895	3500	MESQUITE LUMBER & SUPPLY	358621CR	1	10-65-610	.00	135.96-	135.96-	Str- Credit Posts Ref:358538
08/21	08/19/2021	181895	3500	MESQUITE LUMBER & SUPPLY	358673	1	10-63-610	.00	34.99	34.99	Parks- Schlage Lockset
08/21	08/19/2021	181895	3500	MESQUITE LUMBER & SUPPLY	358688	1	10-65-250	.00	5.59	5.59	Str- Single Pole Toggle Switch
08/21	08/19/2021	181895	3500	MESQUITE LUMBER & SUPPLY	358694	1	10-76-610	.00	70.85	70.85	Rec/parks- cinder blocks,concrete,hose for base pegs
08/21	08/19/2021	181895	3500	MESQUITE LUMBER & SUPPLY	358703	1	10-63-610	.00	6.59	6.59	MC- Krylon Paint
08/21	08/19/2021	181895	3500	MESQUITE LUMBER & SUPPLY	358732	1	10-63-610	.00	3.99	3.99	Corr- Hex Wash
08/21	08/19/2021	181895	3500	MESQUITE LUMBER & SUPPLY	358768	1	10-65-610	.00	15.16	15.16	Str- Fastener
08/21	08/19/2021	181895	3500	MESQUITE LUMBER & SUPPLY	358774	1	10-81-610	.00	23.96	23.96	Rec Cntr- chlorine/hafen splash pad
08/21	08/19/2021	181895	3500	MESQUITE LUMBER & SUPPLY	358784	1	10-76-610	.00	197.84	197.84	Rec/parks- gas cans;ant bait
08/21	08/19/2021	181895	3500	MESQUITE LUMBER & SUPPLY	358788	1	10-63-250	.00	6.99	6.99	Sani- Caulk Tube
08/21	08/19/2021	181895	3500	MESQUITE LUMBER & SUPPLY	358805	1	10-76-610	.00	3.18	3.18	Rec/parks- connectors for irrigation repairs SEC
08/21	08/19/2021	181895	3500	MESQUITE LUMBER & SUPPLY	358834	1	10-57-610	.00	9.98	9.98	FD-Brackets
08/21	08/19/2021	181895	3500	MESQUITE LUMBER & SUPPLY	358863	1	10-65-610	.00	19.99	19.99	Str- Pruning Saw Blade
08/21	08/19/2021	181895	3500	MESQUITE LUMBER & SUPPLY	358864	1	10-81-610	.00	21.98	21.98	Rec Cntr- toilet plungers
08/21	08/19/2021	181895	3500	MESQUITE LUMBER & SUPPLY	358866	1	10-63-610	.00	70.97	70.97	Parks- Cobalt Drill Bit Set
08/21	08/19/2021	181895	3500	MESQUITE LUMBER & SUPPLY	358882	1	10-66-250	.00	11.99	11.99	VM- Batteries
08/21	08/19/2021	181895	3500	MESQUITE LUMBER & SUPPLY	358884	1	52-40-610	.00	209.16	209.16	Sani- Cleaners/Batteries/PVC Primer
08/21	08/19/2021	181895	3500	MESQUITE LUMBER & SUPPLY	358925	1	10-76-610	.00	49.98	49.98	Rec/parks- chain for chainsaw
08/21	08/19/2021	181895	3500	MESQUITE LUMBER & SUPPLY	358967	1	10-63-610	.00	10.47	10.47	Parks- Outlet Box
08/21	08/19/2021	181895	3500	MESQUITE LUMBER & SUPPLY	358976	1	10-76-610	.00	53.94	53.94	Rec/parks- mulch for preschool
08/21	08/19/2021	181895	3500	MESQUITE LUMBER & SUPPLY	359047	1	10-81-610	.00	7.98	7.98	Rec Cntr- coupling/outdoor pool leak

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08/21	08/19/2021	181895	3500	MESQUITE LUMBER & SUPPLY	359051	1	10-81-610	.00	37.96	37.96	Rec Cntr- air nail brad/preschool floor repair
08/21	08/19/2021	181895	3500	MESQUITE LUMBER & SUPPLY	359070	1	10-65-610	.00	35.88	35.88	Str- Synthetic Blend Engine Oil
08/21	08/19/2021	181895	3500	MESQUITE LUMBER & SUPPLY	359075	1	10-63-610	.00	37.97	37.97	Str- Bronze Cooler Float Valve
08/21	08/19/2021	181895	3500	MESQUITE LUMBER & SUPPLY	359125	1	10-65-610	.00	145.57	145.57	Str- Batteries/Sharpies
Total 181895:								.00		1,942.13	
08/21	08/19/2021	181896	17390	MICHAEL BRADY	1531	1	15-23200	.00	255.00	255.00	Court-Refund Bail Holding 19TR01387
Total 181896:								.00		255.00	
08/21	08/19/2021	181897	17389	MISTY HAMMOND	080921	1	10-32-100	.00	250.00	250.00	Dev Svcs-Refund License Paid Twice
Total 181897:								.00		250.00	
08/21	08/19/2021	181898	3653	MOUNT OLYMPUS WATERS, INC.	10216681 08	1	10-51-240	.00	16.70	16.70	Court-Water
08/21	08/19/2021	181898	3653	MOUNT OLYMPUS WATERS, INC.	10219825 08	1	16-71-610	.00	14.77	14.77	Snr Svcs-Office Water
Total 181898:								.00		31.47	
08/21	08/19/2021	181899	4126	OFFICE DEPOT	1867905860	1	10-51-240	.00	71.28	71.28	Court-Files,Desk Organizer and Batteries
08/21	08/19/2021	181899	4126	OFFICE DEPOT	1871307130	1	10-51-240	.00	55.89	55.89	Court-Desk Tray
08/21	08/19/2021	181899	4126	OFFICE DEPOT	1871307140	1	10-51-240	.00	18.36	18.36	Court-Clip Dispenser
08/21	08/19/2021	181899	4126	OFFICE DEPOT	1871307160	1	10-51-240	.00	41.78	41.78	Court-Pens
08/21	08/19/2021	181899	4126	OFFICE DEPOT	1871330170	1	15-40-370	.00	71.65	71.65	Court-Folders and Paper BCP Grant
Total 181899:								.00		258.96	
08/21	08/19/2021	181900	16190	PETROLEUM SYSTEMS & MAINTENANCE INC	T1518	1	12-87-250	.00	1,312.84	1,312.84	Air- Fuel Tank Certification
Total 181900:								.00		1,312.84	
08/21	08/19/2021	181901	10243	PRECISION AGGREGATE PRODUCTS LLC	60031	1	10-76-610	.00	941.28	941.28	Rec/Parks- preschool cement
Total 181901:								.00		941.28	
08/21	08/19/2021	181902	15508	REGIONAL TRANSPORTATION COMMISSION	1743	1	45-40-775	.00	137,675.00	137,675.00	PW- Reimb FRP & Horizon Invoices FY20.21

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Total 181902:								.00		137,675.00	
08/21	08/19/2021	181903	17391	ROBERT BENSON	1527	1	15-23200	.00	10.00	10.00	Court-Refund Bail Holding 19TR01418
Total 181903:								.00		10.00	
08/21	08/19/2021	181904	17385	ROYCE ROLLS RINGER COMPANY	105804	1	10-76-610	.00	645.08	645.08	Rec/Parks-Toilet Paper Holder for Parks
Total 181904:								.00		645.08	
08/21	08/19/2021	181905	17392	SHERRY L MORTENSEN	1530	1	15-23200	.00	1,425.00	1,425.00	Court-Refund Bail Holding 21CR00008
Total 181905:								.00		1,425.00	
08/21	08/19/2021	181906	12196	SHERWIN WILLIAMS STORE 8541	9147-5	1	10-63-610	.00	29.65	29.65	Court- Paint
08/21	08/19/2021	181906	12196	SHERWIN WILLIAMS STORE 8541	9347-1	1	10-81-610	.00	400.28	400.28	Rec Cntr- paint/supplies welcome center
08/21	08/19/2021	181906	12196	SHERWIN WILLIAMS STORE 8541	9354-7	1	10-81-610	.00	17.74	17.74	Rec Cntr- womens history center
08/21	08/19/2021	181906	12196	SHERWIN WILLIAMS STORE 8541	9360-4	1	10-81-610	.00	13.87	13.87	Rec Cntr- misc/welcome center
Total 181906:								.00		461.54	
08/21	08/19/2021	181907	15611	SHRED-IT USA LLC	8182577633	1	10-54-310	.00	239.55	239.55	PD-Destruction Services July 2021
Total 181907:								.00		239.55	
08/21	08/19/2021	181908	9651	SILVER STATE HYDRAULIC SERVICE INC	48818	1	10-66-250	.00	780.05	780.05	VM- Labor/Parts WO 24220
08/21	08/19/2021	181908	9651	SILVER STATE HYDRAULIC SERVICE INC	48823	1	10-66-250	.00	780.05	780.05	VM- Cylinder Seal Kit/Labor
Total 181908:								.00		1,560.10	
08/21	08/19/2021	181909	8282	SMITH'S CUSTOMER CHGS	026759	1	17-80-610	.00	80.83	80.83	Rec Cntr- jr golf year end party
08/21	08/19/2021	181909	8282	SMITH'S CUSTOMER CHGS	037922	1	17-80-610	.00	26.73	26.73	Rec Cntr- jr golf year end party
08/21	08/19/2021	181909	8282	SMITH'S CUSTOMER CHGS	038267	1	17-80-610	.00	36.50	36.50	Rec Cntr- snacks for safekey
08/21	08/19/2021	181909	8282	SMITH'S CUSTOMER CHGS	106376	1	10-81-610	.00	37.43	37.43	Rec Cntr- first aid supplies
Total 181909:								.00		181.49	
08/21	08/19/2021	181910	12789	SOUTHWEST SALES SVC & PUMPS	32578	1	10-81-250	.00	520.00	520.00	Rec Cntr- clean & repair pool pump

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Total 181910:								.00		520.00	
08/21	08/19/2021	181911	10558	ST. OF NV. PUBLIC EMP. BENEFIT	AUG 2021	1	10-49-130	.00	468.43	468.43	Retiree Health Ins Premiums-Aug 2021
Total 181911:								.00		468.43	
08/21	08/19/2021	181912	8989	STAPLES ADVANTAGE	3482944785	1	10-54-240	.00	212.80	212.80	PD/Admin - Private Property Accident Forms
08/21	08/19/2021	181912	8989	STAPLES ADVANTAGE	3482944786	1	10-54-240	.00	48.09	48.09	PD/Admin - Laminating pouches, pens, binder clips
08/21	08/19/2021	181912	8989	STAPLES ADVANTAGE	3483808137	1	17-80-485	.00	219.85	219.85	Pre Schl- water colors; glue sticks
08/21	08/19/2021	181912	8989	STAPLES ADVANTAGE	3483879509	1	10-50-240	.00	14.99	14.99	Attny-Folders
08/21	08/19/2021	181912	8989	STAPLES ADVANTAGE	3483879509	2	10-49-240	.00	38.57	38.57	Shared Svcs-Index Tabs and Correction Tape
08/21	08/19/2021	181912	8989	STAPLES ADVANTAGE	3483879509	3	10-44-240	.00	4.29	4.29	Clerk-Binder Clips
08/21	08/19/2021	181912	8989	STAPLES ADVANTAGE	3484290171	1	10-81-240	.00	305.17	305.17	Rec Cntr- office supplies
08/21	08/19/2021	181912	8989	STAPLES ADVANTAGE	3484350362	1	10-50-240	.00	107.28	107.28	Attny-Folder,Pens and Ink
08/21	08/19/2021	181912	8989	STAPLES ADVANTAGE	3484416458	1	52-40-610	.00	98.59	98.59	Sani- CC Receipt Rolls/Rubber Bands
Total 181912:								.00		1,049.63	
08/21	08/19/2021	181913	8579	STEPHEN WADE AUTO CENTER	3186528	1	10-66-250	.00	351.60	351.60	VM- Chevy Front Rotor
08/21	08/19/2021	181913	8579	STEPHEN WADE AUTO CENTER	5479000	1	10-66-480	.00	19.61	19.61	VM- Fuel Cap
08/21	08/19/2021	181913	8579	STEPHEN WADE AUTO CENTER	5479750	1	10-66-250	.00	47.66	47.66	VM- Washer Fluid Container
08/21	08/19/2021	181913	8579	STEPHEN WADE AUTO CENTER	5480280	1	10-66-480	.00	235.42	235.42	VM- Cylinder Kit
Total 181913:								.00		654.29	
08/21	08/19/2021	181914	17063	STRYKER SALES CORPORATION	3396210M	1	10-57-615	.00	424.32	424.32	FD-Wipes, freight
08/21	08/19/2021	181914	17063	STRYKER SALES CORPORATION	3422369M C	1	10-57-615	.00	424.32-	424.32-	FD credit wipes, freight
08/21	08/19/2021	181914	17063	STRYKER SALES CORPORATION	3443379M	1	10-57-310	.00	3,744.00	3,744.00	FD-HealthEMS Annual Fee
Total 181914:								.00		3,744.00	
08/21	08/19/2021	181915	13211	SYSCO LAS VEGAS, INC	217783825	1	16-71-485	.00	43.83-	43.83-	Snr Svcs-Nutrition Food Credit
08/21	08/19/2021	181915	13211	SYSCO LAS VEGAS, INC	217811748	1	16-71-480	.00	2,054.61	2,054.61	Snr Svcs-Nutritional Food
08/21	08/19/2021	181915	13211	SYSCO LAS VEGAS, INC	217811749	1	16-71-485	.00	58.98	58.98	Snr Svcs-Nutritional Food-Supplies
08/21	08/19/2021	181915	13211	SYSCO LAS VEGAS, INC	217821220	1	16-71-480	.00	1,490.09	1,490.09	Snr Svcs-Nutritional Food
08/21	08/19/2021	181915	13211	SYSCO LAS VEGAS, INC	217821221	1	16-71-485	.00	124.87	124.87	Snr Svcs-Nutritional Food-Supplies

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Total 181915:								.00		3,684.72	
08/21	08/19/2021	181916	12333	THE OCCASIONS GROUP	213011283	1	10-43-240	.00	65.89	65.89	BUS CARDS - Martine Green
Total 181916:								.00		65.89	
08/21	08/19/2021	181917	15889	TRAVELERS	000599119	1	10-49-510	.00	114.28	114.28	Shared Svcs-Claim #FRW1519 Loss Date 6/8/21
Total 181917:								.00		114.28	
08/21	08/19/2021	181918	15727	THERM TEC, INC.	95643610	1	10-70-610	.00	38.01	38.01	PD/ACO - Incinerator Accessories
Total 181918:								.00		38.01	
08/21	08/19/2021	181919	16254	TIREHUB LLC	18152037	1	10-66-245	.00	258.00	258.00	VM- Goodyear Tires
08/21	08/19/2021	181919	16254	TIREHUB LLC	21915762	1	10-66-245	.00	516.00	516.00	VM- Goodyear Tires
08/21	08/19/2021	181919	16254	TIREHUB LLC	22010272	1	10-66-245	.00	516.00	516.00	VM- Goodyear Tires
Total 181919:								.00		1,290.00	
08/21	08/19/2021	181920	15347	ULINE INC	136617872	1	10-54-610	.00	134.99	134.99	PD/Admin - Adhesive backed CD holders
Total 181920:								.00		134.99	
08/21	08/19/2021	181921	5616	UNITED PARCEL SERVICE	00009E1629	1	10-49-240	.00	33.00	33.00	Shared Svcs-Service Charge
08/21	08/19/2021	181921	5616	UNITED PARCEL SERVICE	00009E1629	2	10-47-240	.00	10.75	10.75	IT-Shipping Charges
08/21	08/19/2021	181921	5616	UNITED PARCEL SERVICE	00009E1629	3	10-47-240	.00	28.61	28.61	IT-Shipping Charges
08/21	08/19/2021	181921	5616	UNITED PARCEL SERVICE	00009E1629	4	10-54-240	.00	9.50	9.50	PD-Shipping Charges
08/21	08/19/2021	181921	5616	UNITED PARCEL SERVICE	00009E1629	5	10-47-240	.00	1.54	1.54	IT-Shipping Charges
Total 181921:								.00		83.40	
08/21	08/19/2021	181922	14455	VERNA CARNESECCA	210805-68	1	10-54-310	.00	100.00	100.00	PD-Admin Blood Draw 210805-68
08/21	08/19/2021	181922	14455	VERNA CARNESECCA	210812-79	1	10-54-310	.00	100.00	100.00	PD-Admin Blood Draw 210812-79
Total 181922:								.00		200.00	
08/21	08/19/2021	181923	10501	WHITE CAP CONSTRUCTION SUPPLY	5001646982	1	10-65-610	.00	13.16	13.16	Str- Wedge Anchor

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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 181923:								.00		13.16	
08/21	08/19/2021	181924	17382	WILLIAM RUMEL	081021	1	01-11750	.00	166.83	166.83	Sani- Refund 384 Hacienda Way
Total 181924:								.00		166.83	
08/21	08/19/2021	181925	17393	YVONNE JOHNSON	081521	1	10-48-620	.00	30.00	30.00	HR-Employee of The Month Aug 2021
Total 181925:								.00		30.00	
08/21	08/17/2021	81721001	4200	OVERTON POWER	4443	1	10-54-281	.00	6,047.82	6,047.82	PD-Electric
08/21	08/17/2021	81721001	4200	OVERTON POWER	4443	2	10-55-281	.00	3,139.13	3,139.13	PD/Corr-Electric
08/21	08/17/2021	81721001	4200	OVERTON POWER	4443	3	10-57-281	.00	2,522.66	2,522.66	FD-Electric
08/21	08/17/2021	81721001	4200	OVERTON POWER	4443	4	10-49-281	.00	3,638.84	3,638.84	Non Dept-Electric
08/21	08/17/2021	81721001	4200	OVERTON POWER	4443	5	10-63-281	.00	48.99	48.99	PW/FM-Electric
08/21	08/17/2021	81721001	4200	OVERTON POWER	4443	6	10-65-281	.00	1,074.23	1,074.23	St Facilities-Electric
08/21	08/17/2021	81721001	4200	OVERTON POWER	4443	7	10-66-281	.00	531.24	531.24	PW/VM-Electric
08/21	08/17/2021	81721001	4200	OVERTON POWER	4443	8	10-70-281	.00	652.26	652.26	PD/AC-Electric
08/21	08/17/2021	81721001	4200	OVERTON POWER	4443	9	10-76-281	.00	4,659.81	4,659.81	Parks-Electric
08/21	08/17/2021	81721001	4200	OVERTON POWER	4443	10	10-81-281	.00	19,455.68	19,455.68	Rec Cntr-Electric
08/21	08/17/2021	81721001	4200	OVERTON POWER	4443	11	10-82-281	.00	332.71	332.71	Museum-Electric
08/21	08/17/2021	81721001	4200	OVERTON POWER	4443	12	10-83-281	.00	435.02	435.02	Welcome Center-Electric
08/21	08/17/2021	81721001	4200	OVERTON POWER	4443	13	12-87-281	.00	1,381.56	1,381.56	Airport-Electric
08/21	08/17/2021	81721001	4200	OVERTON POWER	4443	14	16-71-281	.00	2,763.20	2,763.20	Sr Cntr-Electric
08/21	08/17/2021	81721001	4200	OVERTON POWER	4443	15	30-01-340	.00	160.96	160.96	VS-Electric
08/21	08/17/2021	81721001	4200	OVERTON POWER	4443	16	52-40-280	.00	25,728.63	25,728.63	Sani-Electric
08/21	08/17/2021	81721001	4200	OVERTON POWER	4443	17	10-65-280	.00	18,407.19	18,407.19	Street Lights-Electric
Total 81721001:								.00		90,979.93	
08/21	08/19/2021	81921001	12694	3M TRAFFIC SAFETY SYSTEM DIVISION	9412354114	1	10-65-250	.00	594.29	594.29	Str- Green Film
Total 81921001:								.00		594.29	
08/21	08/19/2021	81921002	13745	ACTION TARGET INC.	130686-1	1	10-54-230	.00	850.00	850.00	PD/Admin - Law Enforcement Training Camp - Justin Goodsell
08/21	08/19/2021	81921002	13745	ACTION TARGET INC.	130695-1	1	10-54-230	.00	850.00	850.00	PD/Admin - Law Enforcement Training Camp - Jaime Stout
08/21	08/19/2021	81921002	13745	ACTION TARGET INC.	130732-1	1	10-54-230	.00	850.00	850.00	PD/Admin - Law Enforcement Training Camp - Jaime Macias

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Total 81921002:								.00		2,550.00	
08/21	08/19/2021	81921003	14628	AIR CONDITIONING DISCOUNT SUP	19166	1	10-63-610	.00	380.00	380.00	Sani- Refrigerant
08/21	08/19/2021	81921003	14628	AIR CONDITIONING DISCOUNT SUP	19169	1	10-63-610	.00	25.29	25.29	FS3- Duct Strap
08/21	08/19/2021	81921003	14628	AIR CONDITIONING DISCOUNT SUP	19173	1	10-63-250	.00	18.15	18.15	FS3- Duct Tape
08/21	08/19/2021	81921003	14628	AIR CONDITIONING DISCOUNT SUP	19178	1	10-63-250	.00	81.95	81.95	FS3- Flush Gun Kit
08/21	08/19/2021	81921003	14628	AIR CONDITIONING DISCOUNT SUP	19192	1	10-63-250	.00	136.52	136.52	Sani- Programmable Thermostat
08/21	08/19/2021	81921003	14628	AIR CONDITIONING DISCOUNT SUP	19276	1	10-63-250	.00	36.30	36.30	FS3- Duct Tape
Total 81921003:								.00		678.21	
08/21	08/19/2021	81921004	3655	AIRGAS USA LLC	9115453261	1	10-57-615	.00	244.35	244.35	FD-Oxygen
08/21	08/19/2021	81921004	3655	AIRGAS USA LLC	9115955015	1	10-57-615	.00	216.81	216.81	FD-Oxygen
08/21	08/19/2021	81921004	3655	AIRGAS USA LLC	9981677667	1	10-57-615	.00	292.84	292.84	FD- Cylinder Rental oxygen
08/21	08/19/2021	81921004	3655	AIRGAS USA LLC	9981678195	1	10-57-615	.00	482.67	482.67	FD- Cylinder Rental oxygen
Total 81921004:								.00		1,236.67	
08/21	08/19/2021	81921005	8756	ALSCO	LSTG967706	1	16-71-485	.00	68.82	68.82	Snr Svcs-Laundry Svcs
08/21	08/19/2021	81921005	8756	ALSCO	LSTG967714	1	10-66-610	.00	48.49	48.49	VM- Uniform Clean 08.09.21
08/21	08/19/2021	81921005	8756	ALSCO	LSTG967723	1	10-60-310	.00	57.86	57.86	CH- Floor Mats 08.09.21
Total 81921005:								.00		175.17	
08/21	08/19/2021	81921006	1017	AMERIGAS - ST GEORGE	2053863	1	10-57-691	.00	715.00	715.00	FD-Closing Act #200991943 Credit Taken Twice
Total 81921006:								.00		715.00	
08/21	08/19/2021	81921007	2430	ANDERSON HERITAGE ELECTRIC INC	16028	1	52-40-620	.00	170.00	170.00	Sani- Equipment Rental/Crane Operator/Helper
08/21	08/19/2021	81921007	2430	ANDERSON HERITAGE ELECTRIC INC	16030	1	10-76-310	.00	560.00	560.00	Rec/Parks- wire repairs at SEC
08/21	08/19/2021	81921007	2430	ANDERSON HERITAGE ELECTRIC INC	16032	1	52-40-620	.00	3,595.00	3,595.00	Sani- Commercial Electrical Installation
08/21	08/19/2021	81921007	2430	ANDERSON HERITAGE ELECTRIC INC	16042	1	10-76-310	.00	320.00	320.00	Rec/Parks- new coil in contactor @ SEC
08/21	08/19/2021	81921007	2430	ANDERSON HERITAGE ELECTRIC INC	16043	1	10-76-310	.00	680.00	680.00	Rec/Parks- Move box @ SEC
Total 81921007:								.00		5,325.00	
08/21	08/19/2021	81921008	15033	ANDREW BARTON	081521	1	10-43-290	.00	100.00	100.00	City Mngr-Cell Phone Allowance Aug 21

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Total 81921008:								.00		100.00	
08/21	08/19/2021	81921009	17381	ANTHONY RUMFALLO	1826	1	10-81-650	.00	1,248.05	1,248.05	Rec Cntr- remove & replace window film
08/21	08/19/2021	81921009	17381	ANTHONY RUMFALLO	1829	1	10-81-650	.00	1,967.09	1,967.09	Rec Cntr- remove & replace window film
08/21	08/19/2021	81921009	17381	ANTHONY RUMFALLO	1830	1	10-81-650	.00	311.25	311.25	Rec Cntr- remove & replace window film
Total 81921009:								.00		3,526.39	
08/21	08/19/2021	81921010	15218	APPARATUS EQUIPMENT & SERVICE INC	21-IV-5482	1	10-57-250	.00	505.00	505.00	FD-Hip Webbing with Buckle
Total 81921010:								.00		505.00	
08/21	08/19/2021	81921011	14380	ATKINS NORTH AMERICA	1954962	1	12-87-740	.00	28,040.00	28,040.00	Air- Runway Rehab Srvcs Jul 21
08/21	08/19/2021	81921011	14380	ATKINS NORTH AMERICA	1955480	1	45-40-815	.00	2,299.90	2,299.90	PW- Hafen Park CLOMR Jul 21
Total 81921011:								.00		30,339.90	
08/21	08/19/2021	81921012	12319	AUTO ZONE	2230104647	1	10-66-250	.00	12.99-	12.99-	VM- Credit Thermostat Ref:2230102385
08/21	08/19/2021	81921012	12319	AUTO ZONE	2230114052	1	10-66-480	.00	24.39	24.39	VM- Steering Wheel Cover
08/21	08/19/2021	81921012	12319	AUTO ZONE	2230139140	1	10-66-250	.00	12.86	12.86	VM- Retrofit Kit
Total 81921012:								.00		24.26	
08/21	08/19/2021	81921013	14998	BARNEY MCKENNA & OLMSTEAD P.C.	185450	1	10-50-310	.00	15,337.11	15,337.11	Attny- Professional Legal Services
08/21	08/19/2021	81921013	14998	BARNEY MCKENNA & OLMSTEAD P.C.	186388	1	10-50-310	.00	15,956.34	15,956.34	Attny-Professional Legal Services July 2021
Total 81921013:								.00		31,293.45	
08/21	08/19/2021	81921014	14265	BEST DEAL SPRINGS INC	30016800-00	1	10-66-250	.00	65.80	65.80	VM- Wiper Blades
Total 81921014:								.00		65.80	
08/21	08/19/2021	81921015	1150	BULLOCH BROTHERS INC	1422	1	45-40-775	.00	1,600.00	1,600.00	PW- Eng Scvs FRP/Horizon Aug 21
08/21	08/19/2021	81921015	1150	BULLOCH BROTHERS INC	1423	1	22-65-740	.00	1,480.00	1,480.00	PW- Eng Design Scvs Fiber Optic Line Aug 21
Total 81921015:								.00		3,080.00	
08/21	08/19/2021	81921016	16420	CLARK COUNTY PRINTING & MAILING INC	99109	1	10-81-480	.00	146.25	146.25	Rec Cntr- shirt embroidery

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08/21	08/19/2021	81921016	16420	CLARK COUNTY PRINTING & MAILING INC	99125	1	10-63-610	.00	10.00	10.00	CH- Name Plate M. Green
Total 81921016:								.00		156.25	
08/21	08/19/2021	81921017	16156	CORNERSTONE DETENTION PRODUCTS INC	10084	1	10-55-250	.00	373.00	373.00	PD/Corr- Drive Head for System
Total 81921017:								.00		373.00	
08/21	08/19/2021	81921018	12536	D.A.T. MANAGEMENT	432042	1	10-65-610	.00	98.00	98.00	Str- Drug Testing/J. Pantelakis/I. Wilson
08/21	08/19/2021	81921018	12536	D.A.T. MANAGEMENT	432042	2	52-40-610	.00	49.00	49.00	Sani- Drug Testing/C. Reber
Total 81921018:								.00		147.00	
08/21	08/19/2021	81921019	15205	DANIELLE'S CHOCOLATES AND POPCORN	29259	1	10-82-615	.00	57.20	57.20	Museum- Chocolate Popcorn
Total 81921019:								.00		57.20	
08/21	08/19/2021	81921020	10019	DARLING INGREDIENTS INC.	11700717	1	16-71-620	.00	294.71	294.71	Snr. Svcs-Trap Service-Environmental
Total 81921020:								.00		294.71	
08/21	08/19/2021	81921021	17024	DBT TRANSPORTATION SERVICES LLC	2546948	1	12-87-310	.00	689.00	689.00	Air- AWOS Retrofit Kit
Total 81921021:								.00		689.00	
08/21	08/19/2021	81921022	11236	DFA DAIRY BRANDS CORPORATE LLC	59635486	1	16-71-480	.00	247.29	247.29	Snr Svcs-Dairy Product
08/21	08/19/2021	81921022	11236	DFA DAIRY BRANDS CORPORATE LLC	59635532	1	16-71-480	.00	247.29	247.29	Snr Svcs-Dairy Product
Total 81921022:								.00		494.58	
08/21	08/19/2021	81921023	17200	DIGITECH COMPUTER LLC	60000725	1	10-57-310	.00	6,115.82	6,115.82	FD-Billing Svcd for July 2021
Total 81921023:								.00		6,115.82	
08/21	08/19/2021	81921024	10588	DOCUMENT SOLUTIONS PLUS	246957	1	10-47-260	.00	1,953.64	1,953.64	IT-Canon IR-ADV DX C3571F
Total 81921024:								.00		1,953.64	
08/21	08/19/2021	81921025	16020	KRT Concepts, LLC	21-0156	1	10-81-650	.00	1,868.90	1,868.90	Rec Cntr- lateral raise/freight/install

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Total 81921025:								.00		1,868.90	
08/21	08/19/2021	81921026	14274	FRESHAIRE/AIREMASTER	105185	1	10-81-610	.00	70.00	70.00	Rec Cntr- Fragrance Service 8/09/21
Total 81921026:								.00		70.00	
08/21	08/19/2021	81921027	16372	GEORGE GAULT	081521	1	10-41-290	.00	50.00	50.00	Myr Cncl-Cell Phone Allowance Aug 2021
Total 81921027:								.00		50.00	
08/21	08/19/2021	81921028	10783	GOT BUGS? LLC	48360	1	10-63-310	.00	525.00	525.00	PW- Mthly Pest Control Jul 21
Total 81921028:								.00		525.00	
08/21	08/19/2021	81921029	11934	HARRIS & ASSOCIATES, INC	49371	1	83-82-310	.00	1,042.50	1,042.50	Anthem @ Mesquite-7/4/21-7/31/21
Total 81921029:								.00		1,042.50	
08/21	08/19/2021	81921030	8119	HINTON BURDICK CPAS & ADVISORS	249292	1	10-46-310	.00	1,700.00	1,700.00	Fin-Progress Billing FY21 Audit
Total 81921030:								.00		1,700.00	
08/21	08/19/2021	81921031	16538	HOLE FOODS BAKERY LLC	08022021	1	30-09-350	.00	966.00	966.00	Dignity Grant-Food for Families
Total 81921031:								.00		966.00	
08/21	08/19/2021	81921032	14966	HORROCKS ENGINEERS INC	63091	1	45-40-811	.00	27,137.63	27,137.63	PW- Eng Svcs VR Flood Wall Jul 21
08/21	08/19/2021	81921032	14966	HORROCKS ENGINEERS INC	63094	1	45-40-776	.00	9,820.00	9,820.00	PW- Eng Svcs Traffic Signals Jul 21
Total 81921032:								.00		36,957.63	
08/21	08/19/2021	81921033	9959	JNA CONSULTING GROUP LLC	2021.051	1	83-82-310	.00	416.67	416.67	SID Anthem-Debt Mngmt Policy-FY 2022
08/21	08/19/2021	81921033	9959	JNA CONSULTING GROUP LLC	2021.051	2	83-81-310	.00	416.67	416.67	SID Canyon Crest-Debt Mngmt Policy-FY 2022
08/21	08/19/2021	81921033	9959	JNA CONSULTING GROUP LLC	2021.051	3	52-40-310	.00	416.66	416.66	Sewer-Debt Mngmt Policy-FY 2022
Total 81921033:								.00		1,250.00	
08/21	08/19/2021	81921034	17178	JZR COMMUNICATIONS COMPANY LLC	30130	1	10-81-480	.00	200.00	200.00	Rec Cntr- full page ad / fall sports preview

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Total 81921034:								.00		200.00	
08/21	08/19/2021	81921035	15460	KAERCHER INSURANCE	070221	1	10-14000	.00	102,964.29	102,964.29	FY 21-22-GF lins 1st Qtr
08/21	08/19/2021	81921035	15460	KAERCHER INSURANCE	070221	2	52-14000	.00	53,042.21	53,042.21	FY 21-22-Sewer Fund 1st Qtr
08/21	08/19/2021	81921035	15460	KAERCHER INSURANCE	070221	3	10-22250	.00	116,660.50	116,660.50	FY 21-22-Workers Comp 1st Qtr
Total 81921035:								.00		272,667.00	
08/21	08/19/2021	81921036	15958	KEEFE GROUP, LLC	1476701	1	90-26113	.00	190.44	190.44	PD/Corr - Commisary Supplies
08/21	08/19/2021	81921036	15958	KEEFE GROUP, LLC	1477224	1	90-26113	.00	576.96	576.96	PD/Corr - Commisary Supplies
Total 81921036:								.00		767.40	
08/21	08/19/2021	81921037	10984	KOKOPELLI LANDSCAPING	141727	1	10-76-310	.00	1,995.00	1,995.00	Rec/Pakrs- Mesquite Blvd maintenance Aug 2021
Total 81921037:								.00		1,995.00	
08/21	08/19/2021	81921038	3050	L V REVIEW-JOURNAL	0001155608	1	20-76-805	.00	195.50	195.50	PW- Bid Ad/Pickleball Crts
08/21	08/19/2021	81921038	3050	L V REVIEW-JOURNAL	0001156269	1	10-61-220	.00	177.48	177.48	Dev Svcs-8/10 Hearing-Dusty Rose Sub Unit 22 Anthem PUD
08/21	08/19/2021	81921038	3050	L V REVIEW-JOURNAL	0001156658	1	45-40-776	.00	199.20	199.20	PW- Bid Traffic Signals
Total 81921038:								.00		572.18	
08/21	08/19/2021	81921039	9979	LARRY LEMIEUX	081821	1	12-87-310	.00	2,099.22	2,099.22	Air-FBO Svcs 8/4-8/18/21
08/21	08/19/2021	81921039	9979	LARRY LEMIEUX	081821	2	12-87-695	.00	148.61-	148.61-	Air-Shared Bank Fees
08/21	08/19/2021	81921039	9979	LARRY LEMIEUX	081821	3	12-87-610	.00	28.00-	28.00-	Air-POS Machine
08/21	08/19/2021	81921039	9979	LARRY LEMIEUX	081821WC	1	12-87-610	.00	51.13-	51.13-	Air-Workers Comp
Total 81921039:								.00		1,871.48	
08/21	08/19/2021	81921040	17123	LOS MORITAS	08052021	1	30-09-350	.00	966.00	966.00	Grant-Food for Families
Total 81921040:								.00		966.00	
08/21	08/19/2021	81921041	14207	LUNAS CONSTRUCTION CLEAN UP	T-97482	1	10-66-245	.00	47.00	47.00	VM- Tire Waste 07.20.21
08/21	08/19/2021	81921041	14207	LUNAS CONSTRUCTION CLEAN UP	T-97532	1	10-66-245	.00	34.00	34.00	VM- Tire Waste 08.10.21

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 81921041:								.00		81.00	
08/21	08/19/2021	81921042	14062	M2COMSYS	T12079	1	10-44-310	.00	411.51	411.51	Clerk-Transcription Svcs July 21
Total 81921042:								.00		411.51	
08/21	08/19/2021	81921043	11650	MESQUITE FORD	201668	1	10-66-250	.00	190.70	190.70	VM- Installed Exhaust Gas Sensor
08/21	08/19/2021	81921043	11650	MESQUITE FORD	202744	1	10-66-250	.00	498.40	498.40	VM- Diesel Fuel Injection Service
08/21	08/19/2021	81921043	11650	MESQUITE FORD	203309	1	10-66-250	.00	2,976.99	2,976.99	VM- Labor/Parts Unit 192 WO 24283
08/21	08/19/2021	81921043	11650	MESQUITE FORD	408402	1	10-66-250	.00	25.02	25.02	VM- Switch
08/21	08/19/2021	81921043	11650	MESQUITE FORD	408403	1	10-66-250	.00	26.64	26.64	VM- Bushing/Clamp
08/21	08/19/2021	81921043	11650	MESQUITE FORD	408440	1	10-66-250	.00	17.20	17.20	VM- Housing Assembly
Total 81921043:								.00		3,734.95	
08/21	08/19/2021	81921044	3580	MORCON INDUSTRIAL SPECIALTY	0006899-IN	1	10-57-610	.00	42.00	42.00	FD-Floor Dry
08/21	08/19/2021	81921044	3580	MORCON INDUSTRIAL SPECIALTY	0006902-IN	1	10-57-610	.00	42.00	42.00	FD-Floor Dry
08/21	08/19/2021	81921044	3580	MORCON INDUSTRIAL SPECIALTY	0006973-IN	1	10-81-610	.00	225.17	225.17	Rec Cntr- preschool janitorial supplies
08/21	08/19/2021	81921044	3580	MORCON INDUSTRIAL SPECIALTY	0007028-IN	1	10-76-610	.00	361.86	361.86	Rec/Parks- safety can; bath tissue; edger blades
08/21	08/19/2021	81921044	3580	MORCON INDUSTRIAL SPECIALTY	0007029-IN	1	10-65-610	.00	40.00	40.00	Str- Nylon Insert Lock Nut
08/21	08/19/2021	81921044	3580	MORCON INDUSTRIAL SPECIALTY	0007055-IN	1	10-55-610	.00	89.54	89.54	PD/Corr - Sanitizer, Hair & Body wash
08/21	08/19/2021	81921044	3580	MORCON INDUSTRIAL SPECIALTY	0007056-IN	1	10-81-610	.00	1,318.28	1,318.28	Rec Cntr- rejuvnal;supershine;hand soap;trash can liners;centerpull towels;mop heads;pumice sticks
08/21	08/19/2021	81921044	3580	MORCON INDUSTRIAL SPECIALTY	0007057-IN	1	16-71-250	.00	608.06	608.06	Snr. Svcs-Janitorial Supplies
08/21	08/19/2021	81921044	3580	MORCON INDUSTRIAL SPECIALTY	0007058-IN	1	10-63-610	.00	175.92	175.92	CH- Janitorial Supplies 7.28.21
08/21	08/19/2021	81921044	3580	MORCON INDUSTRIAL SPECIALTY	0007080-IN	1	10-63-610	.00	41.20	41.20	Str- Glass Cleaner
08/21	08/19/2021	81921044	3580	MORCON INDUSTRIAL SPECIALTY	0007157-IN	1	52-40-610	.00	14.35	14.35	Sani- Green Spray Paint
08/21	08/19/2021	81921044	3580	MORCON INDUSTRIAL SPECIALTY	0007162-IN	1	10-76-610	.00	2,537.30	2,537.30	Rec/Parks-can liners;centerpull towels;tissue paper
08/21	08/19/2021	81921044	3580	MORCON INDUSTRIAL SPECIALTY	0007179-IN	1	10-55-610	.00	500.83	500.83	PD/Corr - Toilet paper, trash liners, foam clean: lotion, hair and body wash
Total 81921044:								.00		5,996.51	
08/21	08/19/2021	81921045	14416	MOTOROLA SOLUTIONS	8330199487	1	10-57-250	.00	560.00	560.00	FD-Radio repair
Total 81921045:								.00		560.00	
08/21	08/19/2021	81921046	12987	MOUNTAIN ALARM FIRE	2515887	1	10-63-310	.00	130.00	130.00	Court- Svcs Call Alarm
08/21	08/19/2021	81921046	12987	MOUNTAIN ALARM FIRE	2515894	1	10-63-310	.00	130.00	130.00	FS3- Svcs Call Alarm

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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 81921046:								.00		260.00	
08/21	08/19/2021	81921047	10640	MOUNTAINLAND SUPPLY COMPANY	S104230747.	1	52-40-620	.00	1,346.79	1,346.79	Sani- Couplings/Valves/Adapters
Total 81921047:								.00		1,346.79	
08/21	08/19/2021	81921048	14058	MTM CLEANING SERVICE	429	1	10-63-310	.00	1,820.00	1,820.00	CH/Court/PD- Cleaning/Disinfecting 08.15.21
Total 81921048:								.00		1,820.00	
08/21	08/19/2021	81921049	16587	NEXTGEN INTEGRATED SOLUTIONS	10731	1	10-63-310	.00	50.00	50.00	CH- Ansul Batteries
Total 81921049:								.00		50.00	
08/21	08/19/2021	81921050	11404	OLIVER PRODUCTS CO.	131248	1	16-71-485	.00	435.70	435.70	Snr Svcs-Film Roll & Bags
08/21	08/19/2021	81921050	11404	OLIVER PRODUCTS CO.	131320	1	16-71-485	.00	2,087.12	2,087.12	Snr Svcs-HB Trays
Total 81921050:								.00		2,522.82	
08/21	08/19/2021	81921051	17092	PURE WATER PARTNERS LLC	1143543	1	10-81-610	.00	39.95	39.95	Rec Cntr-Wellsys Cooler Rental Aug 2021
Total 81921051:								.00		39.95	
08/21	08/19/2021	81921052	17254	RAIN THAI & SUSHI CUISINE LLC	08122021	1	30-09-350	.00	861.00	861.00	Grant-Food For Families
Total 81921052:								.00		861.00	
08/21	08/19/2021	81921053	8598	RMT EQUIPMENT	P29251	1	10-66-250	.00	160.56	160.56	VM- Damper with Ball Socket
Total 81921053:								.00		160.56	
08/21	08/19/2021	81921054	16273	SANDRA RAMAKER	081521	1	10-41-290	.00	50.00	50.00	Myr Cncl-Cell Phone Allowance Aug 21
08/21	08/19/2021	81921054	16273	SANDRA RAMAKER	082421	1	10-41-230	.00	140.00	140.00	Myr Cncl-Per Diem
Total 81921054:								.00		190.00	
08/21	08/19/2021	81921055	15488	SHANIA GALINDO	210711-06	1	10-54-310	.00	100.00	100.00	PD/Admin-Blood Draw 210711-06
08/21	08/19/2021	81921055	15488	SHANIA GALINDO	210711-40	1	10-54-310	.00	100.00	100.00	PD/Admin Blood Draw #210711-40

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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	
08/21	08/19/2021	81921055	15488	SHANIA GALINDO	210807-60	1	10-54-310	.00	100.00	100.00	PD/Admin - Blood Draw - 210807-60
Total 81921055:								.00		300.00	
08/21	08/19/2021	81921056	13011	SILVERSTATE ANALYTICAL LAB	LV272489	1	52-40-310	.00	453.00	453.00	Sani- Lab Svcs 07.20.21
08/21	08/19/2021	81921056	13011	SILVERSTATE ANALYTICAL LAB	LV272683	1	52-40-310	.00	453.00	453.00	Sani- Lab Svcs 07.27.21
Total 81921056:								.00		906.00	
08/21	08/19/2021	81921057	14502	SIMPLIFILE	1500350418	1	10-60-610	.00	2.00	2.00	PW- Easement Palm Drive
Total 81921057:								.00		2.00	
08/21	08/19/2021	81921058	13068	SOUTHWEST PLUMBING SUPPLY	S3937330.00	1	10-63-250	.00	7.38	7.38	FM- Wrench Insert
08/21	08/19/2021	81921058	13068	SOUTHWEST PLUMBING SUPPLY	S3937761.00	1	10-63-610	.00	107.65	107.65	Parks- Toilet/Seat
08/21	08/19/2021	81921058	13068	SOUTHWEST PLUMBING SUPPLY	S3951790.00	1	10-63-250	.00	1,680.37	1,680.37	VM- Outdoor Heat Pump
08/21	08/19/2021	81921058	13068	SOUTHWEST PLUMBING SUPPLY	S3952969.00	1	10-63-610	.00	92.35	92.35	Air- Valve/PVC Primer/Cutter
08/21	08/19/2021	81921058	13068	SOUTHWEST PLUMBING SUPPLY	S3953893.00	1	10-63-250	.00	26.54	26.54	FS3- Screws
08/21	08/19/2021	81921058	13068	SOUTHWEST PLUMBING SUPPLY	S3953893.00	1	10-63-250	.00	4.51	4.51	FS3- Elbow PVC
Total 81921058:								.00		1,918.80	
08/21	08/19/2021	81921059	12631	SOUTHWEST TRAFFIC SYSTEMS INC	00005058	1	45-40-776	.00	7,500.00	7,500.00	PW- Traffic Signal Controllers/Falcon Ridge Pkwy/Flat Top Mesa Dr
Total 81921059:								.00		7,500.00	
08/21	08/19/2021	81921060	10591	SPRINKLER SUPPLY-ST. GEORGE	VF7296	1	10-76-610	.00	1,404.79	1,404.79	Rec/Parks- pVC repair parts/irrigation
Total 81921060:								.00		1,404.79	
08/21	08/19/2021	81921061	2680	SUNROC CORPORATION	41033639	1	11-65-700	.00	1,280.00	1,280.00	Air- Road Base
Total 81921061:								.00		1,280.00	
08/21	08/19/2021	81921062	17122	TABLE OF CONTENTS	08092021	1	31-49-570	.00	966.00	966.00	COVID-Meal Provided
Total 81921062:								.00		966.00	
08/21	08/19/2021	81921063	5290	THATCHER COMPANY	5069985	1	10-81-610	.00	1,067.50	1,067.50	Rec Cntr- tchlor

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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	
08/21	08/19/2021	81921063	5290	THATCHER COMPANY	5070076	1	10-81-610	.00	1,220.00	1,220.00	Rec Cntr- tchlor
Total 81921063:								.00		2,287.50	
08/21	08/19/2021	81921064	15287	TINK'S SUPERIOR AUTO PARTS	141769	1	10-66-250	.00	217.64	217.64	VM- Battery/Core Deposit
08/21	08/19/2021	81921064	15287	TINK'S SUPERIOR AUTO PARTS	141791CR	1	10-66-250	.00	135.99-	135.99-	VM- Credit Core Deposit Ref:141629/137385
08/21	08/19/2021	81921064	15287	TINK'S SUPERIOR AUTO PARTS	141921	1	10-66-250	.00	55.50	55.50	VM- Electrical Connector
08/21	08/19/2021	81921064	15287	TINK'S SUPERIOR AUTO PARTS	141964	1	10-66-250	.00	15.01	15.01	VM- Electrical Connector
08/21	08/19/2021	81921064	15287	TINK'S SUPERIOR AUTO PARTS	142112	1	10-66-250	.00	111.75	111.75	VM- Cooling Fan Assembly
Total 81921064:								.00		263.91	
08/21	08/19/2021	81921065	15484	TK ELEVATOR CORPORATION	3006079032	1	10-63-310	.00	3,954.92	3,954.92	CH- Elevator Maint RnwI FY 21.22
Total 81921065:								.00		3,954.92	
08/21	08/19/2021	81921066	15445	TRACY E BECK	081521	1	10-44-290	.00	50.00	50.00	Clerk-Cell Phone Allowance Aug 21
Total 81921066:								.00		50.00	
08/21	08/19/2021	81921067	8770	US. FOODSERVICE - L.V. DIV.	3835582	1	10-55-620	.00	1,023.18	1,023.18	PD/ Corr - Inmate Food
08/21	08/19/2021	81921067	8770	US. FOODSERVICE - L.V. DIV.	3835591	1	16-71-485	.00	33.76	33.76	Snr Svcs-Food Supplies
08/21	08/19/2021	81921067	8770	US. FOODSERVICE - L.V. DIV.	3835592	1	16-71-480	.00	1,394.14	1,394.14	Snr Svcs-Nutritional Food
08/21	08/19/2021	81921067	8770	US. FOODSERVICE - L.V. DIV.	3981878	1	10-55-620	.00	694.01	694.01	PD/ Corr - Inmate Food
08/21	08/19/2021	81921067	8770	US. FOODSERVICE - L.V. DIV.	3981880	1	16-71-480	.00	1,686.97	1,686.97	Snr Svcs-Nutritional Food
Total 81921067:								.00		4,832.06	
08/21	08/19/2021	81921068	5643	USA BLUE BOOK	677494	1	52-40-480	.00	552.85	552.85	Sani- Diaphragm
Total 81921068:								.00		552.85	
08/21	08/19/2021	81921069	17087	UV DOCTOR LAMPS LLC	14610	1	52-40-480	.00	4,700.00	4,700.00	Sani- UV Lamps
Total 81921069:								.00		4,700.00	
08/21	08/19/2021	81921070	15506	VEGAS ELECTRIC SUPPLY CO	4094-101130	1	10-65-250	.00	678.00	678.00	Str- LED Street Lights/Shorting Caps
08/21	08/19/2021	81921070	15506	VEGAS ELECTRIC SUPPLY CO	4094-101139	1	10-65-250	.00	296.74	296.74	Str- Copper Building Wire

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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 81921070:								.00		974.74	
08/21	08/19/2021	81921071	8748	VIRGIN VALLEY VETERINARY HOSP.	320640	1	10-70-310	.00	230.89	230.89	PD/AC- Dolly- Feline Spay
08/21	08/19/2021	81921071	8748	VIRGIN VALLEY VETERINARY HOSP.	321405	1	10-70-310	.00	169.08	169.08	PD/AC - Trooper- Canine Neuter
08/21	08/19/2021	81921071	8748	VIRGIN VALLEY VETERINARY HOSP.	321854	1	10-70-310	.00	122.02	122.02	PD/AC- Kitten #1 Feline Spay
08/21	08/19/2021	81921071	8748	VIRGIN VALLEY VETERINARY HOSP.	321858	1	10-70-310	.00	122.02	122.02	PD/AC- Kitten #2 - Feline Spay
08/21	08/19/2021	81921071	8748	VIRGIN VALLEY VETERINARY HOSP.	321859	1	10-70-310	.00	122.02	122.02	PD/AC- Kitten #3 - Feline Spay
08/21	08/19/2021	81921071	8748	VIRGIN VALLEY VETERINARY HOSP.	321953	1	10-70-310	.00	122.02	122.02	PD/AC - 21ACO1790
08/21	08/19/2021	81921071	8748	VIRGIN VALLEY VETERINARY HOSP.	321954	1	10-70-310	.00	122.02	122.02	PD/AC- 21ACO1821 - Feline Spay
08/21	08/19/2021	81921071	8748	VIRGIN VALLEY VETERINARY HOSP.	322040	1	10-70-310	.00	122.02	122.02	PD/AC- 21ACO1838 - Feline Spay
08/21	08/19/2021	81921071	8748	VIRGIN VALLEY VETERINARY HOSP.	322109	1	10-70-310	.00	122.02	122.02	PD/AC - New Cat - Feline Spay
08/21	08/19/2021	81921071	8748	VIRGIN VALLEY VETERINARY HOSP.	322191	1	10-70-310	.00	14.00	14.00	PD/AC- Rabies - Ivy
08/21	08/19/2021	81921071	8748	VIRGIN VALLEY VETERINARY HOSP.	322585	1	10-70-310	.00	180.80	180.80	PD/AC - Jeager - Canine Neuter
08/21	08/19/2021	81921071	8748	VIRGIN VALLEY VETERINARY HOSP.	322586	1	10-70-310	.00	197.44	197.44	PD/AC - Schatze
08/21	08/19/2021	81921071	8748	VIRGIN VALLEY VETERINARY HOSP.	322599	1	10-70-310	.00	14.00	14.00	PD/AC - Rabies Kit-Kat
08/21	08/19/2021	81921071	8748	VIRGIN VALLEY VETERINARY HOSP.	322600	1	10-70-310	.00	48.00	48.00	PD/AC - Rabies Radar + antibiotic
Total 81921071:								.00		1,708.35	
08/21	08/19/2021	81921072	15678	VOLTA SYSTEM GROUP LLC	4142	1	10-47-310	.00	2,498.00	2,498.00	IT-License Renewal ACS
Total 81921072:								.00		2,498.00	
08/21	08/19/2021	81921073	9878	WELLS FARGO BANK	1998043	1	83-81-310	.00	2,000.00	2,000.00	SID Svcs-Trustee Fees
Total 81921073:								.00		2,000.00	
08/21	08/19/2021	81921074	8841	WEST PAYMENT CENTER	844760032	1	10-50-310	.00	630.87	630.87	Attny-Legal Research July 2021
Total 81921074:								.00		630.87	
08/21	08/19/2021	81921075	14712	WESTERN ENVIRONMENTAL TESTING	134568	1	52-40-310	.00	61.00	61.00	Sani- Quantitray Labs 06.29.21
08/21	08/19/2021	81921075	14712	WESTERN ENVIRONMENTAL TESTING	134580	1	52-40-310	.00	61.00	61.00	Sani- Quantitray Labs 07.06.21
08/21	08/19/2021	81921075	14712	WESTERN ENVIRONMENTAL TESTING	134611	1	52-40-310	.00	61.00	61.00	Sani- Quantitray Labs 07.20.21
Total 81921075:								.00		183.00	

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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	
Grand Totals:								.00		793,522.84	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:
Report type: GL detail



Consent Agenda

Consideration of Approval of Resolution No. R21-047, adopting an Interlocal Contract (No. 1312) between the City of Mesquite and the Regional Transportation Commission of Southern Nevada for Mesquite Roadway Project - Leavitt Lane and Hafen Lane Improvement Project.

- Public Comments
 - Discussion and Possible Action
-

PETITIONER: Travis H. Anderson, P. E., Public Works Director **DEPARTMENT:** Public Works

RECOMMENDATION:

Recommendation is to approve Resolution No R21-047, condition upon RTC Board approval on September 9, 2021.

Background:

The City of Mesquite is requesting funding for Engineering Design for Leavitt Lane and Hafen Lane Roadway Improvements. Design shall include roadway improvements to complete approximately 1,600 linear feet of roadway improvements on Hafen Lane and approximately 2,000 linear feet of roadway improvements on the extension of Leavitt Lane.

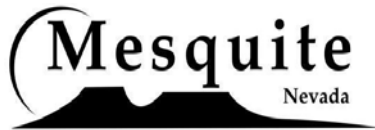
Fiscal Impact: \$150,000.00 to be reimbursed to the City of Mesquite by Regional Transportation Commission (RTC).

Funds will be placed in GL Account 45-40-737 (Capital Project - Leavitt Lane Roadway Ext. Fund).

Budgeted Item: Yes

Attachments:

- [ResolutionNo_R21047.pdf](#)
- [Contract_1312.pdf](#)



RESOLUTION R21-047

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE (CITY) ADOPTING INTERLOCAL CONTRACT (NO 1312) BETWEEN THE CITY AND REGIONAL TRANSPORTATION COMMISSION (RTC) FOR THE MESQUITE ROADWAY IMPROVEMENT PROJECT - LEAVITT LANE AND HAFEN LANE.

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

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

WHEREAS, The CITY is requesting Authorization to Proceed from RTC to commence Engineering Design Services for the Project; and

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Mayor and City Council of the City of Mesquite that the Interlocal Contract (No. 1312) between the City of Mesquite and Regional Transportation Commission is adopted.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Mesquite, Nevada on the 14th day of September 2021.

The City of Mesquite:

Allan S. Litman, Mayor

Attest:

Tracy E. Beck, City Clerk

Approved as to form:

Adam Anderson, Interim City Attorney

**INTERLOCAL CONTRACT
MESQUITE ROADWAY IMPROVEMENT PROJECT
LEAVITT LANE AND HAFEN LANE**

THIS INTERLOCAL CONTRACT is made and entered into this 9TH day of September 2021, by and between the City of Mesquite, a municipal corporation, hereinafter referred to as “CITY” and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as “RTC.”

W I T N E S S E T H

WHEREAS, the CITY intends to improve Leavitt Lane and Hafen Lane, which is included on the adopted RTC Capital Improvement Plan, hereinafter referred to as “PROJECT,” located wholly within the City of Mesquite; and

WHEREAS, Nevada Revised Statue (NRS) Chapter 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental services, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an interlocal contract; and

WHEREAS, the CITY agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and

WHEREAS, the CITY is requesting funds to commence the design for the PROJECT; and

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the Parties hereto, the Parties agree to proceed as follows:

SECTION I: SCOPE OF PROJECT

This Interlocal Contract applies to the design which shall include half roadway improvements for approximately 2,000 linear feet for Leavitt Lane Extension. This includes storm drain, street light, earthwork grading and asphalt. Design shall also include roadway improvements to complete approximately 1,600 linear feet of roadway improvements on Hafen Lane. Design shall include street lights, sidewalk, curb, gutter, earthwork grading, and asphalt. The Project is further described in Exhibit “A” which is attached hereto and by this reference incorporated herein.

SECTION II: PROJECT COSTS

The RTC agrees to provide funding for all costs associated with the PROJECT from the Highway Improvement Acquisition Fund as outlined below:

1. The total cost for this contract shall not exceed \$150,000.00.
2. Authorizations to Proceed (ATP) are granted as follows:

- a. ENGINEERING not to exceed \$ 150,000.00
 - b. RIGHT-OF-WAY not to exceed \$ 0.00
 - c. CONSTRUCTION not to exceed \$ 0.00
3. At the time the ATP for construction is granted, the CITY will make all attempts to publish the bid for this PROJECT within 90 calendar days.
4. A supplemental interlocal contract will be required for any changes to the amounts identified in number 2 above.

SECTION III: GENERAL

1. The title sheet of both the plans and specifications shall designate the RTC as the funding agency. If construction funds are provided by sources other than the RTC, the plans, contract documents, special provisions, and PROJECT signs shall also show the RTC as a funding agency.
2. Preliminary engineering, design and right-of-way engineering shall be performed by the CITY or by a consultant employed by the CITY.
3. The design, construction, right-of-way acquisition and contract administration of the PROJECT shall comply with the requirements as set forth in the current “Policies and Procedures” of the RTC.
4. The CITY’s Department of Public Works has a policy which effectively prohibits utility cuts through the pavement for a period of five years after the completion of a PROJECT.
5. Upon completion of the construction of the PROJECT, it shall be maintained by the CITY and no funding is provided by this Contract for such maintenance.
6. The PROJECT must be completed to the satisfaction of the RTC prior to the current applicable completion date of December 31, 2026. The RTC may, at any time thereafter, grant time extensions or terminate this Contract and require all sums advanced to the CITY be repaid.
7. It is understood and agreed that the purpose of this Interlocal Contract is to fund the PROJECT as herein above set forth. It is further understood and agreed that the CITY is responsible for the design and construction of the PROJECT. The CITY will be responsible for the actions or inactions of its Officers and Employees. The RTC’s sole responsibility is to facilitate funding for the PROJECT. The RTC disavows any responsibility for the actions or inactions of the CITY, its Officers, Employees, or agents.
8. Should the construction funds be provided by sources other than the RTC, the CITY will reimburse the RTC for a percentage of the preliminary engineering and design costs associated with other funding sources, as mutually agreed upon by the RTC and the CITY.

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IN WITNESS WHEREOF, this Interlocal Contract #1312 is effective as of the date first set forth above:

Date of Commission Action: REGIONAL TRANSPORTATION COMMISSION

September 9, 2021 BY: _____
DEBRA MARCH, Chairwoman

Attest:

MARIN DUBOIS, Management Analyst

Approved as to Form:

RTC Legal Counsel

Date of Council Action: CITY OF MESQUITE

BY: _____
ALLAN S. LITMAN
Mayor

Attest

TRACY E. BECK
City Clerk

Approved as to Form

ADAM ANDERSON
City Attorney





Consent Agenda

Consideration of Approval of Resolution No. R21-048, adopting an Interlocal Contract (No. 1313) between the City of Mesquite and the Regional Transportation Commission of Southern Nevada for Mesquite Roadway Project - Thomas Edison Court Improvement Project.

- **Public Comments**
 - **Discussion and Possible Action**
-

PETITIONER: Travis H. Anderson, P.E., Public Works Director **DEPARTMENT:** Public Works

RECOMMENDATION:

Recommendation is to approve Resolution No R21-048, condition upon RTC Board approval on September 9, 2021.

Background:

The City of Mesquite is requesting funding for Engineering Design for Thomas Edison Court Roadway Improvements. Design shall include approximately 700 linear feet of roadway improvements including streetlights, earthwork grading, sidewalk, curb, gutter, sidewalk and asphalt pavement.

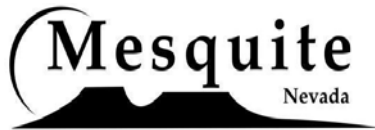
Fiscal Impact: \$80,000.00 to be reimbursed to the City of Mesquite by Regional Transportation Commission (RTC).

Funds will be placed in GL Account 45-40-738 (Capital Project - Thomas Edison Court Fund).

Budgeted Item: Yes

Attachments:

- [ResolutionNo_R21048.pdf](#)
- [Contract_1313.pdf](#)



RESOLUTION R21-048

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE (CITY) ADOPTING INTERLOCAL CONTRACT (NO 1313) BETWEEN THE CITY AND REGIONAL TRANSPORTATION COMMISSION (RTC) FOR THE MESQUITE ROADWAY IMPROVEMENT PROJECT - THOMAS EDISON COURT.

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

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

WHEREAS, The CITY is requesting Authorization to Proceed from RTC to commence Engineering Design Services for the Project; and

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Mayor and City Council of the City of Mesquite that the Interlocal Contract (No. 1313) between the City of Mesquite and Regional Transportation Commission is adopted.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Mesquite, Nevada on the 14th day of September 2021.

The City of Mesquite:

Allan S. Litman, Mayor

Attest:

Tracy E. Beck, City Clerk

Approved as to form:

Adam Anderson, Interim City Attorney

**INTERLOCAL CONTRACT
MESQUITE ROADWAY IMPROVEMENT PROJECT
THOMAS EDISON COURT**

THIS INTERLOCAL CONTRACT is made and entered into this 9TH day of September 2021, by and between the City of Mesquite, a municipal corporation, hereinafter referred to as “CITY” and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as “RTC.”

W I T N E S S E T H

WHEREAS, the CITY intends to improve Thomas Edison Court, which is included on the adopted RTC Capital Improvement Plan, hereinafter referred to as “PROJECT,” located wholly within the City of Mesquite; and

WHEREAS, Nevada Revised Statue (NRS) Chapter 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental services, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an interlocal contract; and

WHEREAS, the CITY agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and

WHEREAS, the CITY is requesting funds to commence the design for the PROJECT; and

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the Parties hereto, the Parties agree to proceed as follows:

SECTION I: SCOPE OF PROJECT

This Interlocal Contract applies to design which shall include approximately 700 linear feet of roadway improvements for Thomas Edison Court. This includes street lights, earthwork grading, sidewalk, curb, gutter and asphalt. The Project is further described in Exhibit “A” which is attached hereto and by this reference incorporated herein.

SECTION II: PROJECT COSTS

The RTC agrees to provide funding for all costs associated with the PROJECT from the Highway Improvement Acquisition Fund as outlined below:

1. The total cost for this contract shall not exceed \$80,000.00.
2. Authorizations to Proceed (ATP) are granted as follows:
 - a. ENGINEERING not to exceed \$ 80,000.00
 - b. RIGHT-OF-WAY not to exceed \$ 0.00
 - c. CONSTRUCTION not to exceed \$ 0.00

3. At the time the ATP for construction is granted, the CITY will make all attempts to publish the bid for this PROJECT within 90 calendar days.
4. A supplemental interlocal contract will be required for any changes to the amounts identified in number 2 above.

SECTION III: GENERAL

1. The title sheet of both the plans and specifications shall designate the RTC as the funding agency. If construction funds are provided by sources other than the RTC, the plans, contract documents, special provisions, and PROJECT signs shall also show the RTC as a funding agency.
2. Preliminary engineering, design and right-of-way engineering shall be performed by the CITY or by a consultant employed by the CITY.
3. The design, construction, right-of-way acquisition and contract administration of the PROJECT shall comply with the requirements as set forth in the current “Policies and Procedures” of the RTC.
4. The CITY’s Department of Public Works has a policy which effectively prohibits utility cuts through the pavement for a period of five years after the completion of a PROJECT.
5. Upon completion of the construction of the PROJECT, it shall be maintained by the CITY and no funding is provided by this Contract for such maintenance.
6. The PROJECT must be completed to the satisfaction of the RTC prior to the current applicable completion date of December 31, 2026. The RTC may, at any time thereafter, grant time extensions or terminate this Contract and require all sums advanced to the CITY be repaid.
7. It is understood and agreed that the purpose of this Interlocal Contract is to fund the PROJECT as herein above set forth. It is further understood and agreed that the CITY is responsible for the design and construction of the PROJECT. The CITY will be responsible for the actions or inactions of its Officers and Employees. The RTC’s sole responsibility is to facilitate funding for the PROJECT. The RTC disavows any responsibility for the actions or inactions of the CITY, its Officers, Employees, or agents.
8. Should the construction funds be provided by sources other than the RTC, the CITY will reimburse the RTC for a percentage of the preliminary engineering and design costs associated with other funding sources, as mutually agreed upon by the RTC and the CITY.

The remainder of this page is left intentionally blank.

IN WITNESS WHEREOF, this Interlocal Contract #1313 is effective as of the date first set forth above:

Date of Commission Action: REGIONAL TRANSPORTATION COMMISSION

September 9, 2021 BY: _____
DEBRA MARCH, Chairwoman

Attest:

MARIN DUBOIS, Management Analyst

Approved as to Form:

RTC Legal Counsel

Date of Council Action: CITY OF MESQUITE

BY: _____
ALLAN S. LITMAN
Mayor

Attest

TRACY E. BECK
City Clerk

Approved as to Form

ADAM ANDERSON
City Attorney



THOMAS EDISON COURT ROADWAY IMPROVEMENTS



Consent Agenda

Consideration of Approval of Resolution No. R21-049, adopting an Interlocal Contract (No. 1314) between the City of Mesquite and the Regional Transportation Commission of Southern Nevada for the 2021 Traffic Signal Improvement Project.

- **Public Comments**
 - **Discussion and Possible Action**
-

PETITIONER: Travis H. Anderson, P.E., Public Works Director **DEPARTMENT:** Public Works

RECOMMENDATION:

Recommendation to approve Resolution No. R21-049, condition upon RTC Board approval on September 9, 2021.

Background:

The City of Mesquite is requesting funding for the Construction of the 2021 Traffic Signal Improvement Project. The project includes the installation of traffic signals at the intersection of Falcon Ridge Parkway and Flat Top Mesa and the intersection of Riverside Road and Hafen Lane.

Fiscal Impact: \$1,500,000.00 to be reimbursed to the City of Mesquite by Regional Transportation Commission (RTC)

Funds will be placed in GL Account 45-40-776 (Capital Project - Traffic Signal Fund)

Budgeted Item: Yes

Attachments:

- [ResolutionNo_R21049.pdf](#)
- [Contract_1314.pdf](#)



RESOLUTION R21-049

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE (CITY) ADOPTING INTERLOCAL CONTRACT (NO 1314) BETWEEN THE CITY AND REGIONAL TRANSPORTATION COMMISSION (RTC) FOR THE 2021 TRAFFIC SIGNAL IMPROVEMENT PROJECT.

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

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

WHEREAS, The Project was designed under Interlocal Contract #1275 2021 Traffic Signal Improvement Project; and

WHEREAS, The CITY is requesting funds to commence the construction for the Project; and

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Mayor and City Council of the City of Mesquite that the Interlocal Contract (No. 1314) between the City of Mesquite and Regional Transportation Commission is adopted.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Mesquite, Nevada on the 14th day of September 2021.

The City of Mesquite:

Allan S. Litman, Mayor

Attest:

Tracy E. Beck, City Clerk

Approved as to form:

Adam Anderson, Interim City Attorney

**INTERLOCAL CONTRACT
MESQUITE
FISCAL YEAR 2021 TRAFFIC SIGNAL IMPROVEMENT PROJECT**

THIS INTERLOCAL CONTRACT is made and entered into this 9TH day of September 2021, by and between the City of Mesquite, a municipal corporation, hereinafter referred to as “CITY” and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as “RTC.”

W I T N E S S E T H

WHEREAS, the CITY intends to construct new traffic signals throughout the City of Mesquite, which is included on the adopted RTC Capital Improvement Plan, hereinafter referred to as “PROJECT,” located wholly within the City of Mesquite; and

WHEREAS, Nevada Revised Statue (NRS) Chapter 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental services, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an interlocal contract; and

WHEREAS, the CITY agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and

WHEREAS, the CITY is requesting funds to commence the construction for the PROJECT; and

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the Parties hereto, the Parties agree to proceed as follows:

SECTION I: SCOPE OF PROJECT

This Interlocal Contract applies to traffic signals, electrical wiring, concrete foundations, asphalt pavement with aggregate base and pavement markings. The Project is further described in Exhibit “A” which is attached hereto and by this reference incorporated herein.

SECTION II: PROJECT COSTS

The RTC agrees to provide funding for all costs associated with the PROJECT from the Highway Improvement Acquisition Fund as outlined below:

1. The total cost for this contract shall not exceed \$1,500,000.00.
2. Authorizations to Proceed (ATP) are granted as follows:
 - a. ENGINEERING not to exceed \$ 0.00
 - b. RIGHT-OF-WAY not to exceed \$ 0.00
 - c. CONSTRUCTION not to exceed \$ 1,500,000.00

3. At the time the ATP for construction is granted, the CITY will make all attempts to publish the bid for this PROJECT within 90 calendar days.
4. A supplemental interlocal contract will be required for any changes to the amounts identified in number 2 above.

SECTION III: GENERAL

1. The title sheet of both the plans and specifications shall designate the RTC as the funding agency. If construction funds are provided by sources other than the RTC, the plans, contract documents, special provisions, and PROJECT signs shall also show the RTC as a funding agency.
2. Preliminary engineering, design and right-of-way engineering shall be performed by the CITY or by a consultant employed by the CITY.
3. The design, construction, right-of-way acquisition and contract administration of the PROJECT shall comply with the requirements as set forth in the current “Policies and Procedures” of the RTC.
4. The CITY’s Department of Public Works has a policy which effectively prohibits utility cuts through the pavement for a period of five years after the completion of a PROJECT.
5. Upon completion of the construction of the PROJECT, it shall be maintained by the CITY and no funding is provided by this Contract for such maintenance.
6. The PROJECT must be completed to the satisfaction of the RTC prior to the current applicable completion date of December 31, 2026. The RTC may, at any time thereafter, grant time extensions or terminate this Contract and require all sums advanced to the CITY be repaid.
7. It is understood and agreed that the purpose of this Interlocal Contract is to fund the PROJECT as herein above set forth. It is further understood and agreed that the CITY is responsible for the design and construction of the PROJECT. The CITY will be responsible for the actions or inactions of its Officers and Employees. The RTC’s sole responsibility is to facilitate funding for the PROJECT. The RTC disavows any responsibility for the actions or inactions of the CITY, its Officers, Employees, or agents.
8. Should the construction funds be provided by sources other than the RTC, the CITY will reimburse the RTC for a percentage of the preliminary engineering and design costs associated with other funding sources, as mutually agreed upon by the RTC and the CITY.

The remainder of this page is left intentionally blank.

IN WITNESS WHEREOF, this Interlocal Contract #1314 is effective as of the date first set forth above:

Date of Commission Action: REGIONAL TRANSPORTATION COMMISSION

September 9, 2021 BY: _____
DEBRA MARCH, Chairwoman

Attest:

MARIN DUBOIS, Management Analyst

Approved as to Form:

RTC Legal Counsel

Date of Council Action: CITY OF MESQUITE

BY: _____
ALLAN S. LITMAN
Mayor

Attest

TRACY E. BECK
City Clerk

Approved as to Form

ADAM ANDERSON
City Attorney





Consent Agenda

Consideration for approval of the Facility Use Agreement between the City of Mesquite and Southern Nevada Health District for 6 months facility use.

- Public Comment
 - Discussion and Possible Action
-

PETITIONER: Nicholas Montoya, Athletics and Leisure Services Director **DEPARTMENT:** Athletics and Leisure Services

RECOMMENDATION:

Approve the Facility Use Agreement between the City of Mesquite and Southern Nevada Health District for 6 months facility use.

Background:

Fiscal Impact: Revenue from September 1, 2021 to February 28, 2022 will be \$400 x 6 months = \$2400.00

Budgeted Item: No

Attachments:

- [SNHD Facility Use Agreement.pdf](#)

FACILITY USE AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Mesquite**, a municipal corporation of the State of Nevada ("City"), and **Southern Nevada Health District**, ("User") (collectively referred to as the "Parties"). This Agreement is legally effective when signed and dated by the Parties below.

Witnesseth:

WHEREAS, City is the owner of the land, buildings and improvements of the Jimmie Hughes Campus ("Facility"), located at 150 North Yucca Street, Mesquite, Nevada, 89027; and

WHEREAS, Nevada Revised Statutes ("NRS") Chapter 277.045(1) provides that two or more political subdivisions of this State may enter into a cooperative agreement for the performance of any governmental function and such agreement may include the furnishing of facilities; and

WHEREAS, NRS Chapter 277.045(2)(b) requires the governing body of each participating political subdivision to maintain written documentation of the terms of the agreement for at least three (3) years after the date on which the agreement was entered into; and

WHEREAS, the User desires to utilize a portion of the Facility specifically illustrated in the Facility Use Agreement ("Agreement") and Exhibit "C" hereto, pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, the Parties mutually agree as follows:

1. **Grant of Use.** The City hereby grants the revocable right of use, subject to the conditions hereinafter set forth, certain portions of the Facility as is more particularly described in the body of the contract and Exhibits "C", attached hereto and made a part hereof. The subject property shall be used for the sole purpose of: office space, trainings and immunizations space.

This Agreement includes the right of reasonable ingress and egress to and from the used areas. Payment of a Common Area Maintenance Fee in accordance with the provisions of this agreement shall further entitle User to utilize those common facilities at the Facility that are used jointly with other persons and groups.

The User acknowledges that its use of the specified portion of the Facility is temporary and the City may require User to relocate its use to another portion of the Facility or another location during the term of this Agreement, at the City's discretion. Absent emergency or unavoidable circumstances, City will provide User a written "notice to relocate" at least thirty (30) days prior to the date of the required relocation.

2. **Improvements.** User shall be responsible for any and all desired improvements upon and around the used property beyond those currently existing to accommodate the uses contemplated herein including but not limited to earthwork, buildings, paving, and utilities. No person shall paint, construct, remodel, erect, add to, or rehabilitate any portion of the Facility or improvement on the general property of the Facility, except with the express written permission of the City Manager and after obtaining all required permits. Any and all such improvements shall be at the sole expense of User and shall be performed only by a licensed contractor.

User agrees to restore the premises to its pre-use condition and/or to remove any equipment or personal property owned by the User from the premises at the expiration or other termination of this Agreement at the request of the City. Any request by the City that the premises be restored or that equipment or property be removed from the premises will be made before the expiration of the Agreement or at the time that notice of termination is provided to the User. Such restoration and removal shall be completed within

fifteen (15) days after any such expiration or termination. Any equipment or personal property remaining on the premises which is not removed by that time shall become property of the City and City shall have the right to dispose of the same or retain it at no cost to City. No further notice to User is required before the exercise by City of its rights hereunder. User shall not remove any building or other structure or improvement that has been affixed to the property and all such structures or improvements constructed or installed by the User at the Facility during the term of this Agreement shall be deemed and shall become the property of the City upon termination of this Agreement. The City reserves the right to require the used premises to be restored to its pre-use condition and to effect the restoration at the expense of the User if not accomplished in the above noted 15 day period.

3. **Term & Termination.** This Agreement shall be for a term of Six (6) months commencing on **September 01, 2021 and ending February 28, 2022**. The term of this Agreement may continue for an additional term or terms only upon the mutual, written consent of both Parties.

Use of the premises by the User for purposes other than those specified in this Agreement shall be grounds for immediate termination of this Agreement if not corrected within five (5) days upon written notice of the first instance of such inappropriate use during the term of this Agreement. In the event that a second written notice of inappropriate use is issued during the term of the Agreement, the User will have three (3) days to correct such inappropriate use or said use will cause grounds for immediate termination of this Agreement. City, at its sole discretion, may immediately terminate the Agreement upon notice to User of a third instance of inappropriate use during the term of the Agreement.

Notwithstanding the foregoing, either party may terminate this Agreement without cause upon thirty (30) days prior written notice to the other party hereto. Termination of this Agreement by any party does not affect or diminish authority exercised prior to the effective date of such termination. In the event that the Agreement is terminated, the City shall provide User with a final invoice for the amount due up to the effective date of termination.

4. **User's Budgetary Limits and Fiscal Fund Out.**

- a) User, as local governmental entity, is subject to the requirements of NRS 244.230 and NRS 354.626, which require User to budget annually for its expenses and which prohibit District from obligating itself to expend money or incur liability in excess of the amounts appropriated for a particular function or purpose. User's financial obligations under this Agreement are subject to those statutory requirements, and subparagraphs 4.b and 4.c below, hereinafter referred to as the "Fund Out Clause."
- b) Notwithstanding the monetary obligations of this Agreement, the total amount of User's payment obligations hereunder for any fiscal year shall not exceed the amounts that User has appropriated for rent, maintenance of space and related liabilities for property located at Suite # 3 & Suite # 4 at the Jimmie Hughes Campus, 150 North Yucca Street, Mesquite, Nevada. User reasonably believes that sufficient funds can be obtained for this Agreement from the budget for the fiscal years covered by the term of this Agreement, and User staff shall take appropriate actions to obtain funding for each fiscal year to satisfy financial obligations under this Agreement.
- c) Notwithstanding the monetary obligations of this Agreement, this Agreement shall terminate and User liability and payment obligations thereunder shall be extinguished at the end of the fiscal year (June 30) in which User's governing body fails to appropriate monies for the ensuing year for the payment of all amounts which will then become due.

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

CITY: City of Mesquite Department of Athletics & Leisure Services
100 West Old Mill Road
Mesquite, Nevada, 89027
Attention: **Nicholas Montoya** – Director Nmontoya@mesquitenv.gov

USER: Southern Nevada Health District
280 S. Decatur Blvd
Las Vegas, NV 89107
Attn: **Contract Administrator, Legal Dept** Contracts@snhd.org

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

6. **Monthly Use Payments.** User agrees to pay the City the total monthly use amount set forth in Exhibit "C" each month during the term of this Agreement.

Monthly use payments are due on the 1st of each month and shall be remitted to:

City of Mesquite Department of Athletics & Leisure Services
100 West Old Mill Road
Mesquite, NV 89027
ATTN: **Vickie Anderson** – Administrative Assistant (702) 346-8732 Ext: 4007
vanderson@mesquitenv.gov

User agrees to use its best efforts during this and any successive term of this Agreement to seek funding for reimbursement for these expenses, and User acknowledges that the use payment is likely to increase in successive terms.

7. **Care and Maintenance.** User shall be responsible for any and all damages caused by the User or any and all damages caused because of the activities of the User on the premises which are not caused by the City or its elected officials, officers, agents or employees. The User also agrees that the City may inspect the premises used by the User at the Facility at any time with or without advance notice.
8. **Defaults.** User shall be in default of this Agreement if User fails to fulfill any use obligation or term by which User is bound. Subject to any governing provision of law to the contrary, if User fails to cure any financial obligation with 5 days of due date (or any other obligation within the prescribed time) after written notice of such default is provided by City to User, City may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing City's rights to damages. In the alternative, City may elect to allow User to cure any default and the cost of such action shall be added to User's financial obligations under this Agreement. User shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by City by reason of User's defaults. The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.
9. **Late Payments.** For any payment that is not paid within 5 calendar days after its due date, User shall pay a late fee of 10% of the amount of the total required monthly payment set forth in Exhibit "C".
10. **Abandonment.** Upon the occurrence of an apparent abandonment of the space allocated to the User pursuant to this Agreement, the City may consider such abandonment to be a breach of this Agreement

and provide the User notice in writing of termination as a result of such abandonment, and a failure to remedy the apparent abandonment within a fifteen (15) day period after mailing of such notice to the address for the User herein or different address if properly changed by the User as provided herein, shall cause this Agreement to become void and possession and property rights to revert to the City as in the case of a default. Any personal property or equipment remaining upon the premises more than fifteen (15) days after termination hereunder shall become the property of City, and City shall have the right to dispose of the same or retain them at no cost to itself. No notice shall be required in connection with City's right to clean up or take over vacated premises in order to grant use of the space to another group, other than the notice hereinabove provided.

11. Obligations of the User. Obligations to be assumed by the User shall include all those outlined in the *Facility Use Policy*, and among others, the following:

- a. To maintain the property and supervise its activities thereon in such a manner as to keep it in a safe and attractive condition. The premises shall not be used for the storage of inoperable or unsightly materials or equipment or non-User related uses.
- b. To conform to all current and future rules and regulations applicable to User by reason of the master plan, rules and regulations, policies, standards, and ordinances with respect to the Facility, together with all other laws of the City or any other governmental body that have application to any of the activities covered under this Agreement, including safety, health and sanitary codes. The User agrees that failure to comply with such provisions is a material breach which may terminate this Agreement at the option of the City.
- c. To be solely responsible for any damages or losses that may occur to the used property, unless caused by the willful, intentional or negligent act of the City, its agents or employees. The User is aware of and accepts the used property in its present condition.
- d. To the extent permitted by law, the User agrees to indemnify fully, defend, save and hold harmless the City, its elected officials, officers, agents and employees from and against all losses, damages, claims, liabilities, and causes of action of every kind, character and nature as well as costs and fees, including reasonable attorney's fees connected therewith, and expenses of the investigation thereof, arising from the User's use of the Facility, including damages to the property or injuries to third persons or their property caused either wholly or partially by the negligence intentional acts or omissions of User, its agents or employees. In the event of concurrent negligence of the parties, each party shall be responsible for payment of any claim or judgment in proportion to the percentage fault attributed by the party, subject to any limits set forth in law, including those set forth in NRS Chapter 41.
- e. To maintain the used premises in such condition of repair, cleanliness, and general maintenance as shall be acceptable to the City.
- f. To not assign, rent or sublease any part of the premises. It is understood that any termination of the User's direct operation of activities upon the premises will cause Section 10 hereof to apply.
- g. To at all times during the term of this Agreement comply with all applicable federal, state and local laws and to not permit the used premises or any portion thereof to be used or operated unlawfully.
- h. The premises shall not be used for overnight habitation.
- i. Vehicular access to the premises and parking is limited to the improved surfaces (asphalt and/or concrete) at the Facility.
- j. To in no manner encumber the premises nor permit, through its actions, any liens to be filed against the premises, and to indemnify the City against loss or expense it may incur as the result of any such lien or encumbrance.
- k. To in no manner allows its operations to conflict with the proper use of the Facility by any other user of the Facility, or the operations and needs of the City.

- l. To procure and maintain liability insurance with commercial insurers admitted to write in the State of Nevada in an amount no less than \$1,000,000 for all potential liability related to this Agreement, including, but not limited to the activities of the organization, employees, members, participants, and/or spectators while operating at the Facility, and to name the City as an additional insured on such policy. User shall maintain the policy in full force and effect during the life of the Agreement. User shall obtain agreement of User's insurer(s) to notify the CITY that a policy is due to expire at least ten (10) days prior to such expiration. User agrees to provide City with a current certificate of insurance prior to the contract effective date. At City's request, User also agrees to provide City with a copy of the insurance policy, including any endorsements.
 - m. To post events open to the public to the City's website calendar.
- 12. Reservations to the City.** The City reserves the following rights and privileges, among others:
- a. The right to develop further improves, maintain and repair the Facility as it sees fit. The City reserves the right to direct and control the above activities.
 - b. The right of the City Manager or a designated representative to enter on any portion of the Facility, including those areas utilized by the User at reasonable times and for reasonable purposes with or without prior notice to User.
 - c. The sole right of the City, in lieu of termination of the User's use of the Facility, to relocate the User to another location at the Facility at any time during the existence of this Agreement. In such case, the expenses of such relocation will be the responsibility of the User.
 - d. The right to require User to abide by all instructions of the City with respect to User's compliance with existing and future local, federal or state requirements.
- 13. Damage to Premises.** It is agreed that in the event the use by User or its agents of these premises and the property used hereunder results in any damage to any portion of the Facility, the User shall be strictly responsible for all said damages and shall either arrange for repair thereof, to a condition equivalent to that existing prior to the damage, or shall pay a fee equal to the cost of repair to the City. The City shall not be required to prove any negligence on the part of User to exercise its rights under this Agreement.
- 14. Miscellaneous.** Should either party default on any of the terms of this Agreement, the party in default agrees to pay the reasonable attorney's fees of the other party in enforcing the same, whether by legal process or otherwise.
- 15. Statement of Eligibility.** Each party acknowledges to the best of its knowledge, information, and belief, and to the extent required by law, neither party nor any of its respective employees/contractors is/are: i) currently excluded, debarred, suspended, or otherwise ineligible to participate in federal health care programs or in federal procurement or non-procurement programs; and ii) has/have not been convicted of a federal or state offense that falls within the ambit of 42 USC 1320a-7(a).
- 16. Severability.** If any term of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.
- 17. Waiver.** Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
- 18. Mutually Drafted.** The Parties stipulate and agree that all parties have jointly participated in the negotiation and drafting of this Agreement upon advice of their own independent counsel or that they have had the opportunity to do so and this Agreement shall be construed fairly and equally as to all parties as if drafted jointly by them. The Parties hereby irrevocably waive the benefit of any rule of contract construction which disfavors the drafter of any Agreement.

19. **Third Parties.** It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries, property damage, or contract damages, pursuant to the terms or provisions of this Agreement.
20. **Changes.** The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement.
21. **Controlling Law.** This Agreement is executed and intended to be performed in the State of Nevada and the laws of Nevada shall govern its interpretation and effect. The parties consent to the exclusive jurisdiction of the Eighth Judicial District Court, State of Nevada, for enforcement of this Agreement.
22. **Duplicate Copies.** This Agreement has been prepared with duplicate originals so that each party may have an original.
23. **Execution.** This Agreement, including the exhibits made part hereof, constitutes the entire Agreement between the Parties and supersedes and controls over all prior written or oral understandings.

[SIGNATURE PAGE TO FOLLOW]



24.

IN WITNESS WHEREOF, the Parties affixed their signatures and the date of the same below.

CITY:

USER:

CITY OF MESQUITE

SOUTHERN NEVADA HEALTH DISTRICT

By: _____

Andy Barton, Interim City Manager
City of Mesquite

By: _____


Fermin Leguen, MD, MPH
District Health Officer

Date: _____

Date: _____

09/03/2021

ATTEST:

By: _____

Tracy Beck, City Clerk

APPROVED AS TO FORM

By: _____

Adam Anderson
Interim City Attorney
City of Mesquite

By: _____


Heather Anderson-Fintak, Esq.
General Counsel
Southern Nevada Health District

Description of Rates/Fees

Each Facility Use Agreement that is entered into by the City of Mesquite and a qualifying non-profit group for the use of a portion of the JHC shall set forth the fees encompassed in the monthly use rates. Rates set forth in the agreements shall be approved by the City of Mesquite City Council and are established to appropriately recover some of the capital improvements, operation costs, and maintenance costs of the JHC facility. Unless otherwise directed by the City Council, monthly use rates shall include:

- **Base Rate**

This monthly use fee shall be calculated by multiplying the base use rate by the square footage of the used space.

- **Utility Fee**

This monthly use fee shall be calculated to result in the reimbursement to the City of the utilities paid by the City for the JHC facility during the previous 12-month period and projected over the next two years. Utility fees for the historic gymnasium and portions of the JHC will be handled separately and directed to the respective groups utilizing those facilities. The utility fees for the portion of the JHC will be calculated on a square footage basis for groups at that location.

- **Capital Investment Fee**

This fee aids in the reimbursement of costs for capital projects at the JHC over a set period of years. Capital investment fees shall be calculated on a monthly basis based on the square footage used. These fees shall be applicable to non-profit groups benefitting from the projects.

- **Common Area Maintenance Fee**

This fee is intended to cover janitorial and maintenance costs for common areas used by non-profit groups at the portions of the JHC facility. This fee shall be applicable to all users of the JHC facility with the exception of groups who are authorized to use space solely for the purpose of storage or groups that have obtained approval from the City to provide their own janitorial services. This fee shall be a flat rate fee.

Certain improvements and maintenance conducted by Users at the Campus may qualify for a credit toward the use rate. Any users seeking this credit must submit their request in writing to the City Manager's Office **PRIOR** to installing the improvements or conducting the maintenance for which they desire to receive credit. A credit will not be given if City resources were used to pay for the improvements and/or maintenance and the value of any credit shall not extend beyond the term of this Agreement.

Amendments and Modifications

The City reserves the right to amend and modify this policy from time to time, as it deems appropriate.

EXHIBIT "C"

Monthly Use Payment

User: Southern Nevada Health District (SNHD)

Location: Suite # 3 & Suite # 4 at the Jimmie Hughes Campus, 150 North Yucca Street, Mesquite, Nevada

Amount of Space to be Used: 832 square feet

Required Monthly Use Payment:

Base Rate	\$.10 per sq. foot	
Utilities	\$.20 per sq. foot	
Capital Investment	\$.14 per sq. foot	
Sub-total of Square Footage Fees	\$0.440 x 832 feet	\$365.00
Common Area Maintenance Fee		\$35/mo.
Total Monthly Use Amount		\$400.00
Semi-Annual Use Amount: September 1, 2021 – February 28, 2022	\$400 x 6 months	\$2,400.00

****Please Note****

For any payment that is not paid within 5 calendar days after its due date, User shall pay a late fee of 10% of the amount of the total required monthly payment.



AGENDA ITEM
City Council Meeting
Meeting Date: September 14, 2021
Submitted by: Andy Barton
Submitting Department: City Manager

Special Items & Presentations

Consideration for approval and ratification of Nicole "Nikki" Thorn as Finance Director and Treasurer.

- Public Comment
 - Discussion and Possible Action
-

PETITIONER: Andy Barton, City Manager **DEPARTMENT:** City Manager

RECOMMENDATION:

Approve and ratify Nicole "Nikki" Thorn as Finance Director and Treasurer.

Background:

Fiscal Impact:

Budgeted Item: Yes

Attachments:

-



AGENDA ITEM
City Council Meeting
Meeting Date: September 14, 2021
Submitted by: Tracy Beck
Submitting Department: City Clerk

Department Reports

Mayor's Comments and Reports

PETITIONER: Tracy E. Beck, City Clerk **DEPARTMENT:** City Clerk

RECOMMENDATION:

Background:

Fiscal Impact: None.

Budgeted Item: No

Attachments:

-



AGENDA ITEM
City Council Meeting
Meeting Date: September 14, 2021
Submitted by: Tracy Beck
Submitting Department: City Clerk

Department Reports

City Council and Staff Reports

PETITIONER: Tracy E. Beck, City Clerk **DEPARTMENT:** City Clerk

RECOMMENDATION:

Background:

Fiscal Impact: None.

Budgeted Item: No

Attachments:

-



Adoption of Bills as Ordinances

Consideration of the Adoption of Bill B21-006, an ordinance of the City Council of the City of Mesquite, Nevada, Amending Title 7 of the Mesquite Municipal Code "Building and Development" Chapter 1 "Building and Related Codes" by amending the Southern Nevada Amendments to the 2018 International Building Code as required by Assembly Bill 280 approved by the 81st Session of the Nevada State Legislature.

- Public Hearing**
 - Discussion and Possible Action**
-

PETITIONER: Richard Secrist, Development Services Director	DEPARTMENT: Development Services
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RECOMMENDATION:

Adopt Bill B21-006, an ordinance of the City Council of the City of Mesquite, Nevada, Amending Title 7 of the Mesquite Municipal Code "Building and Development" Chapter 1 "Building and Related Codes" by amending the Southern Nevada Amendments to the 2018 International Building Code as required by Assembly Bill 280 approved by the 81st Session of the Nevada State Legislature.

Background:

Assembly Bill 280 mandates the adoption of several new definitions and signage requirements for Gender Neutral Restrooms. The bill specifies that single-user toilet facilities and bathing rooms shall be inclusive and accessible as possible to a person of any gender identity or expression, in accordance with NRS 651, including without limitation by allowing:

1. A parent or guardian of a child to enter the facility with the child,
2. A person with a disability to enter the facility with his or her caregiver, and
3. A person or any gender identity or expression to use the facility as needed.

Single user toilet facilities and bathing rooms shall be provided with signage as required by 2902.1.2 Signs shall be readily visible and located near the entrance to each toilet facility.

Fiscal Impact: None

Budgeted Item: No

Attachments:

- [Bill_B21-006_Gender_Neutral_Restrooms.docx](#)
- [All Gender Signage.pdf](#)

BILL NO. B21-006
ORDINANCE NO. B21-006

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MESQUITE, NEVADA, AMENDING TITLE 7 OF THE MESQUITE MUNICIPAL CODE "BUILDING AND DEVELOPMENT" CHAPTER 1 "BUILDING AND RELATED CODES" BY AMENDING THE SOUTHERN NEVADA AMENDMENTS TO THE 2018 INTERNATIONAL BUILDING CODE AS REQUIRED BY ASSEMBLY BILL 280 APPROVED BY THE 81ST SESSION OF THE NEVADA STATE LEGISLATURE.

WHEREAS, it is reasonable and appropriate to amend the Mesquite Municipal Code from time to time;
and

WHEREAS, the 2018 edition of the International Building Code was adopted in
OCTOBER of 2018; and

WHEREAS, the Southern Nevada Building Officials have recommended the following amendments to the Southern Nevada Amendments to the 2018 International Building Code as required by Assembly Bill 280-Gender Neutral Restroom; and

WHEREAS, the Mesquite City Charter, Article II, Section 2.080 authorizes the City Council to enact ordinances and orders that are not repugnant to the Constitution of the United States or of the State of Nevada necessary for the municipal government and management of City affairs, for the executions of all powers vested in the city, and for the punishment for violations of such ordinances;
and

NOW, THEREFORE, the City Council of the City of Mesquite, Nevada, does ordain:

Section 1: Section 202 - Definitions: is hereby amended and shall read as follows:

[Single-Stall Restroom. A single-user to facility that is intended for individual use that contains a single toilet or a single urinal; or a toilet facility that contains a toilet and a urinal which is not separated from each other by enclosure within a stall, in accordance with NRS 651.](#)

Section 2: Section 2902.1.2 is amended and shall read as follows:

2902.1.2 Single-use toilet facility and bathing room fixtures.

The plumbing fixtures located in [single-stall restroom](#), single-user toilet facilities and bathing rooms, including family or assisted-use toilet and bathing rooms that are required

by Section 1109.2, shall contribute toward the total number of required plumbing fixtures for a building or tenant space.

Where a Single-Stall restroom is provided a water closet shall be included. Single Stall Restrooms, single user toilet facilities and bathing rooms, and family or assisted-use toilet rooms and rooms shall not be identified for use by either sex, but may be labeled for use by any persons including without limitations “All-Gender Bathroom” or “All-Accessible Bathroom.

2902.1.2.1 Single-user facility use. A single-stall restroom, single-user toilet facilities bathing rooms, including family or assisted-use toilet and bathing rooms shall be inclusive and accessible as possible to a person of any gender identity or expression, in accordance with NRS 651, including without limitation by allowing:

1. A parent or guardian of a child to enter the facility with the child;
2. A person with a disability to enter the facility with his or her caregiver; and
3. A person of any gender identity or expression to use the facility as needed.

Section 3: Section 2902.4 is amended and shall read as follows:

2902.4 Signage. Required public facilities shall be provided with signs that designate the sex, as required by Section 2902.2. Single-stall restrooms, single-user toilet facilities and bathing rooms, including family or assisted-use toilet and bathing rooms shall be provided with signage as required by 2902.1.2. Signs shall be readily visible and located near the entrance to each toilet facility. Signs for accessible toilet facilities shall comply with Section 1111.

Section 4: That the Southern Nevada Amendments with City of Mesquite Amendments to the 2018 Edition of the International Building Code be adopted as the amendments (attached as Exhibit A).

Section 5: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 6: The City Clerk is instructed and authorized to publish the title to this ordinance as provided by law.

Section 7: This ordinance shall become effective upon passage, approval and publication.

Section 8: 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 9: 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 10: 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 24th day of August, 2021.

Allan S. Litman, Mayor

ATTEST:

By: Tracy Beck, City Clerk

Approved as to Form:

By: Adam Anderson, Interim City Attorney



ALL GENDER
RESTROOM

151

ALL GENDER RESTROOM



Administrative

Consideration of Architectural and Site Plan Review Case No. ASR-21-008 (Boulevard Apartments Mixed Use) to approve the construction of a mixed use development of 39 multi-family housing units and a 2,900 square foot restaurant, located at 511 W Mesquite Boulevard, the General Commercial CR-2 Zone.

- Public Comment
 - Discussion and Possible Action
-

PETITIONER: Gary Cannon Entitlement Specialists **DEPARTMENT:** Development Services

RECOMMENDATION:

Approve of ASR-21-008 Boulevard Apartments Mixed Use, subject to staff recommendations and Standard Conditions.

Background:

The applicant, Gary Cannon Entitlement Specialists, is seeking approval to build a 39-unit, 3-story, apartment complex and 2,900 square-foot coffee shop / restaurant on the 1.97-acre parcel in front of the Sandstone Condominiums. The parcel is currently zoned General Commercial (CR-2), a zone which permits a maximum density of 20 units per acre as a permitted use, and well as eating / drinking establishments.

There are five (5) different sizes of apartments / condos:

Studio Unit: 525 SF
1-Bdrm Standard Unit: 600 SF
1-Bdrm Deluxe Unit: 725 SF
2-Bdrm 1 Bath Unit: 1,000 SF
2-Bdrm 2 Bath Unit: 1,100 SF

All the buildings feature earth-tone colors with a stucco-like panel veneer, fiber cement board siding, and stone veneer.

In addition to the housing there is a 2,900 square foot coffee shop / restaurant with drive-through. There are a total of 87 (57 for apartments, 11 for visitors, and 19 for restaurant) parking spaces required, 3 of which are handicap spaces. The restaurant drive-through has a 10-car stacking lane.

Access to the site is from Mesquite Boulevard and from North Thistle Avenue. There are two driveway entrances and exits – a shared driveway in the southeast corner of the property, and a single 32' wide driveway on the west side of the project. Interior access to the units will be from 24'-wide private drives throughout the project.

A traffic study is going to be submitted for this project. Applicant must submit the Traffic Study at or before civil improvement plans are submitted for site and utility work. A detailed landscaping plan, with details for refuse dumpsters, screening walls, and site lighting must also be submitted with the improvement plans.

Fiscal Impact: None

Budgeted Item: No

Attachments:

- [Vicinity Map_Booulevard Apartments_ASR-21-008.pdf](#)
- [ASR 21-008_Boulevard Apartments Mixed Use.doc](#)
- [ASR-21-008.pdf](#)

General Vicinity Map



1" = 200'

General Vicinity Map

Subject Site

Architectural & Site Plan Review
511 W Mesquite Blvd
1.97 Acres in the General Commercial CR-2 Zone
Boulevard Apartments Mixed Use



TO: Mayor and City Council

FROM: Richard Secrist, Development Services Director

DATE: Technical Review- September 7, 2021
City Council- September 14, 2020

RE: Consideration of Architectural and Site Plan Review Case No. ASR-21-008 (Boulevard Apartments Mixed Use) to approve the construction of a mixed use development of 39 multi-family housing units and a 2,900 square foot restaurant, located at 511 W Mesquite Boulevard, the General Commercial CR-2 Zone.

Project Description

The applicant, Gary Cannon Entitlement Specialists, is seeking approval to build a 39-unit, 3-story, apartment complex and 2,900 square-foot coffee shop / restaurant on the 1.97-acre parcel in front of the Sandstone Condominiums. The parcel is currently zoned General Commercial (CR-2), a zone which permits a maximum density of 20 units per acre as a permitted use, and well as eating / drinking establishments.



There are five (5) different sizes of apartments / condos:

Studio Unit: 525 SF

1-Bdrm Standard Unit: 600 SF

1-Bdrm Deluxe Unit: 725 SF

2-Bdrm 1 Bath Unit: 1,000 SF

2-Bdrm 2 Bath Unit: 1,100 SF

All the buildings feature earth-tone colors with a stucco-like panel veneer, fiber cement board siding, and stone veneer.

In addition to the housing there is a 2,900 square foot coffee shop / restaurant with drive-through. There are a total of 87 (57 for apartments, 11 for visitors, and 19 for restaurant) parking spaces required, 3 of which are handicap spaces. The restaurant drive-through has a 10-car stacking lane.

Access to the site is from Mesquite Boulevard and from North Thistle Avenue. There are two driveway entrances and exits – a shared driveway in the southeast corner of the property, and a single 32' wide driveway on the west side of the project. Interior access to the units will be from 24'-wide private drives throughout the project.



Key Facts

- The proposed development contains 39 multi-family units, private interior roadways, common open space elements, and a coffee shop / restaurant
- The project site is 1.97 acres in size.
- The proposed land use (multifamily residential) and proposed residential density (19.79 du/ac.) are allowed in the MF3 zoning district.
- Surrounding land uses and zoning are:
 - North: MF-4 Sandstone Condominiums
 - West: General Commercial (CR-2)
 - South: Post Office, General Commercial (CR-2)
 - East: H & R Block Building, General Commercial (CR-2)

Traffic Impacts

Access to the site is from Bertha Howe Avenue. There are two driveway entrances and exits – a divided driveway in the center of the property, and a single 24' wide driveway near the western end of the project. The driveway approaches will need to be widened to thirty-two (32) feet, as per Clark County Standard Drawing 222A & 225. Interior access to the units will be from 24'-wide private drives throughout the project.

A Traffic Impact Analysis will need to be prepared for this proposed development. If staff receives it before the City Council meeting for review, we will include the study with the back-up materials. Otherwise it will need to be submitted and reviewed prior to the submission of civil improvement plans for site and utility improvements.

Architectural and Site Plan Approval Criteria

Mesquite Municipal Code (MMC) Section 9-5-4-B.4. provides that residential projects greater than twenty (20) units are considered major site plan reviews and shall be forwarded to the city council for action. Subsection E sets forth guidelines and criteria for City Council decisions regarding site plans.

Analysis

Site Plan Approval

Mesquite Municipal Code Section 9-5-4.E sets forth the following criteria for making a decision on an application for Site Plan Approval:

E. Site Plan Approval:

1. Criteria: The city council or planning commission shall approve, conditionally approve or deny the site plan, based upon the following criteria. If no planning commission exists, the zoning official shall approve, conditionally approve or deny the site plan, based upon staff's determination that the following criteria are satisfied: (Ord. 397, 3-11-2008, eff. 4-3-2008)

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

Commentary: The site plan shows how the site will accommodate the proposed development. Buildings comprise approximately 17.25% of the site; 87 parking spaces are provided (67.75%), and 15% in landscaped open space are provided.

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

Commentary: Access to the site is from Mesquite Boulevard and North Thistle Avenue. There are two driveway entrances and exits – a shared driveway at the southeast corner of the property, and a single 24' wide driveway on the west side of the project. The driveway approaches will need to be widened to thirty-two (32) feet, as per Clark County Standard Drawing 222A & 225. Interior access to the units will be from 24'-wide private drives throughout the project.

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

Commentary: The property is surrounded on three sides by commercial development. The high-density Sandstone Condominiums abut the property to the north, and a corner of the White Mesa Subdivision lies cater-cornered to the northeast. The proposed residential land use is not expected to cause adverse impacts to the condominiums or commercial properties surrounding the site. Some type of opaque screening wall should be placed around the perimeter of the property for security reasons, to reduce noise, and to minimize lights shining into the property.

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

Commentary: The proposed project utilizes standard land planning and site engineering design principles, and will be served by a full range of urban services. The open spaces of the site will be landscaped and irrigated.

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

Commentary: *The project would be consistent with master plan policies directing the City to provide for a variety of housing choices and additional workforce housing.*

2. Conditions: The city council, planning commission or zoning official may condition site plan approval on the following:
 - a. Phasing of development to assure that the density or intensity of the development is coordinated with the provision of adequate public facilities;
 - b. Dedication of necessary rights of way or easements;
 - c. Provision of setbacks or buffers in addition to those required in the district to separate the use from incompatible adjacent uses;
 - d. Limitations on hours of operation;
 - e. Any other factor deemed relevant to carrying out the intent and purpose of this section.

Transportation Impact Analysis (TIA): The City has requested a TIA under MMC 9-9-6(C)(7). Final design of the ingress/egress will be made based on the findings of the TIA.

Recommendation

Staff recommends that the City Council conclude that the project satisfies the criteria of MMC Section 9-5-4.E, and grant site plan and architectural approval to The Boulevard Apartments Mixed Use project (Case No. ASR 21-008), subject to the Department recommendations and Standard Conditions:

Building Department

1. Meet all applicable Building Codes and Standard Conditions.
2. There will need to be an elevator in the apartments designed to the 2021 ICC Building Code.

Engineering Department

1. The driveway approaches will need to be widened to thirty-two (32) feet, as per Clark County Standard Drawing 222A & 225.

Planning and Environmental Resources

1. Meet all applicable Zoning Codes and Standard Conditions.
2. Building numbers and addresses shall conform with the City's Street Naming and Addressing Policy.
3. Landscaping plans to be submitted with Improvement Plans. Landscape plans must be reviewed and approved prior to the issuance of building permits.

4. Plans for opaque screening walls can be included with landscaping plans.
5. Parking lot / building security lighting should be shown on improvement plans.
6. Sign plans can be submitted with building plans, or just prior to opening.
7. Three handicap parking spaces are required with their access aisles. Would suggest 2 van accessible spaces (1 at coffee shop, 1 at apartments) and 1 car accessible space
8. Architecture and Site Plan Approval will expire on September 14, 2022, unless a permit has been taken out to move construction of the project forward.

Public Works

1. Standard Conditions as applicable.
2. Shared driveway access must be coordinated with H & R Block property. Driveways to be 32' in width.
3. Maintain clear vision areas between walls and driveways.
4. Grading and drainage plans to be submitted with site and utility improvement plans. The existing storm drain line in Mesquite Boulevard is operating at capacity now. It will either need to be enlarged, or an on-site detention basin will have to be provided.
5. Overton Power District #5 will need a blanket easement over the entire site for their power lines and transformers.

Sanitation

1. Standard Conditions as applicable.

Solid Waste

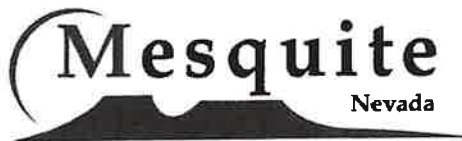
1. The applicant shall comply with the requirements of the Virgin Valley Disposal Company.
- 2 Show dumpster locations, and make sure trucks can pull in forward. Solid waste dumpsters must be separate from grease traps.2

Fire & Rescue Department

1. Will there be a gate across the access to Sandstone Condos? Fire Dept must approve. Fire suppression systems to be approved by Fire.

Police Department

1. No Comments.



Architectural and Site Plan Review

Project Information

Project Name THE BOULEVARD APARTMENTS Existing Zoning _____
Project Location 511 WEST MESQUITE BLVD Gross Acres 1.97 ACRES
Assessor's Parcel Number(s) 0017602016
Building Use(s) and Size(s) _____
Total Square Feet 85,813.2 SQUARE FEET
Please explain the intent of this request A MIXED USE RETAIL
ON FRONT & APARTMENTS/CONDOOS AT REAR
Applicant Signature [Signature] Date 1 JULY 2021

Applicant Information

Property Owner(s) LESTER WITWER INVESTMENTS CO L.C.
Mailing Address 60 NORTH 300 E ST GEORGE UTAH 84770
Phone No _____ Email _____ Fax No _____

Applicant (if different than Owner) GARY CANNON ENTITLEMENT SPECIALISTS
Mailing Address 9089 SO 1300 W # 130 WEST JORDAN UT 84088
Phone No 801-573-8282 Email _____ Fax No 801-566-5861
gary@hecannonteam.com

Contact Person/Representative (if different than Owner) _____

Mailing Address _____

Phone No _____

Email _____

Fax No _____

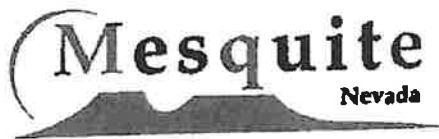
Office Use Only

Case No ASR-21-008 Application Fee \$ 175
Date Received 7/21/21 Noticing Fee \$ _____
Received By [Signature] Planner RS

ASR-1

Planning and Environmental Resources
10 E. Mesquite Blvd., Mesquite, NV 89027
Phone (702) 346-2835, FAX (702) 346-5382, www.mesquitenv.gov

11/19



Property Owner/Applicant Affidavit

Project Information

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

Project Location 511 WEST MESQUITE BLVD.

Assessor's Parcel No(s) 00157602016

Applicant Information

Property Owner(s) LESTER WITWER INVESTMENTS CO L.C.

Mailing Address 60 N. 300 E. St. George, UT 84770

Applicant (if different than Owner) GARY CANNON ENTITLEMENT

Mailing Address 9089 So 1300 W #130 SPECIALISTS LLC

WEST JORDAN UT 84086

(I, We) the undersigned, being duly sworn, depose and say that (I, We) are the applicant(s) and/or property owner(s) of record on the tax rolls of the property involved in the application, and that the information on the attached map and property owners list, all plans, drawings, and sketches attached hereto and all the statements and answers contained herein are in all respects true and correct to the best of my knowledge and belief, and the undersigned understands that the applicable application must be complete and accurate before a hearing can be advertised; that any application is neither finally granted nor denied until acted upon by the Mesquite City Council or the Director of the Planning Department or their designee, where applicable. The undersigned being duly sworn on oath further states that this affidavit is made and signed in connection with an Application for a Hearing before the Mesquite City Council and that the undersigned acknowledges that they have carefully read the application and notices included on this affidavit and they understand every part thereof, and are in consent with the information provided with said application. The undersigned further state that they rely wholly upon their own judgment and understanding in signing this affidavit and are not relying in any way upon an employee, officer, or other representative of the City of Mesquite.

Property Owner Signature [Signature] Print Name Joshua A. Withner
 Applicant Signature [Signature] Print Name Gary Cannon
 Notary Public [Signature]
 SUBSCRIBED AND SWORN TO BEFORE ME THIS 21st DAY OF April 2021
 BY Joshua Antone Withner AS THE OWNER/APPLICANT
 NOTARY PUBLIC [Signature] MY COMMISSION EXPIRES 3/12/2023
Utah, Washington

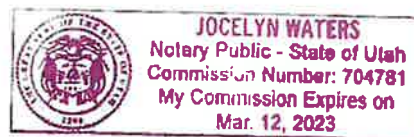


EXHIBIT A
LEGAL DESCRIPTION

That portion of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of Section 17, Township 13 South, Range 71 East, M.D.M., described as follows:

Parcel Four (4) as shown by map thereof on file in Book 75 of Parcel Maps, Page 3, in the Office of the County Recorder of Clark County, Nevada.

TOGETHER WITH that portion of Thistle Avenue as vacated by Order to Vacate and Abandon recorded October 27, 1999 in Book 991027 as Document No. 00650, in the Office of the County Recorder of Clark County, Nevada.

930224

01254

PARCELS

FILE 75 PG 3

OWNER'S CERTIFICATE
AND DEDICATION:

BURTON D. SHECK AND ROBERT O. RAINS OF LAS VEGAS, NEVADA, DO HEREBY CERTIFY THAT BEING THE OWNERS OF THE LAND HEREIN SHOWN, HAVE CAUSED THIS MAP TO BE SURVEYED AND PLATTED INTO LOTS, BLOCKS, AND EASEMENTS AS SHOWN, AND DO HEREBY DEDICATE ALL SUCH PUBLIC UTILITIES (HEREIN "DUE") TO THE PUBLIC UTILITY AGENCIES FOR THE CONSTRUCTION & MAINTENANCE OF SURFACE & SUBTERRANEAN UTILITIES.

Burton D. Sheck DATE: 3-1-1993
Robert O. Rains DATE: 3-1-1993

ACKNOWLEDGEMENT:

STATE OF NEVADA
CLARK COUNTY

S.S.

ON THIS 1st DAY OF 3-1-1993, BURTON D. SHECK & ROBERT O. RAINS PERSONALLY APPEARED BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF NEVADA, AND ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING DOCUMENT.

Burton D. Sheck 1-23-79
 BARBARA A. BERRY
 NOTARY PUBLIC
 RESIDING IN CLARK COUNTY

SURVEYORS CERTIFICATE:

I, SCOTT W. BULLOCK, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF NEVADA, CERTIFY THAT THIS IS A TRUE AND ACCURATE REPRESENTATION OF LANCES SURVEYED UNDER MY SUPERVISION AT THE REQUEST OF BURTON D. SHECK AND ROBERT O. RAINS. THE LANCING SURVEYED BEGINS IN A PORTION OF TRACT 37, SEC 17, T15S, R10E, N30M, AND THE SURVEY WAS COMPLETED ON THE 28th DAY OF JANUARY 1993. THIS PLAT COMPLETES WITH THE APPLICABLE STATE STATUTES AND ANY LOCAL ORDINANCES. THE MONUMENTS ARE OF THE CHARACTER SHOWN AND LOCATED THE POSITIONS INDICATED.

Scott W. Bullock
 SCOTT W. BULLOCK
 NEVADA P.L.S. #2340

APPROVAL BY THE CITY OF MESQUITE

THIS IS TO CERTIFY THAT THE CITY ENGINEER OF MESQUITE, NEVADA, ON THIS 1st DAY OF 3-1-1993, HAS REVIEWED THE PLAT AND APPROVES THE PLAT FOR THE PURPOSES OF LAND DIVISION AND ACCEPTS IT AS A TRUE AND ACCURATE REPRESENTATION OF THE PUBLIC UTILITY AGENCIES FOR THE CONSTRUCTION & MAINTENANCE OF SURFACE & SUBTERRANEAN UTILITIES.

Scott W. Bullock 1-23-79
 SCOTT W. BULLOCK
 CITY ENGINEER

BASIS OF BEARING:

IN THE LINE BETWEEN U.S. 95, TRANSPORTATION STATION 207+00 AND CLARK COUNTY STATION 100+00 AS SHOWN ON CLARK COUNTY SURVEYORS' TYPICAL CONTROL, CHECKED UNDER VALLEY (IN 870777) 11 BEARINGS ARE EXPRESSED AS GRID BEARINGS ON NEVADA STATE COORDINATE SYSTEM. BEARS OF PLATTING IS A CALCULATED BEARING FROM AP-5, TRACT 38 TO AP-2, TRACT 36 FROM FILE 31, PAGE 84, CLARK CO. RECORDS.

STATEMENT:

ANY SUBSEQUENT CHANGES TO THIS MAP SHOULD BE EXAMINED AND MAY BE DETERMINED BY REFERENCE TO THE COUNTY RECORDS' CUMULATIVE MAP INDEX MAP 2782187.

REFERENCE DOCUMENTS:

- 1- 1978 C.L.D. SURVEY
- 2- 1977 CLARK COUNTY METEOROLOGICAL SURVEY OF 1974 C.L.D. SURVEY - 181.13 PAGE 44
- 3- 1946 STATE OF NEVADA DEPT. OF HIGHWAY SURVEY OF 1946 (H.S. 100-000-000)
- 4- PARCEL MAP FILE 32, PAGE 44
- 5- PARCEL MAP FILE 32, PAGE 45
- 6- 1975 FILE 31, PAGE 44
- 7- PARCEL MAP FILE 31, PAGE 50
- 8- PARCEL MAP FILE 48, PAGE 31

DISCLAIMER:

THE CITY OF MESQUITE, NEVADA, DISCLAIMS ANY RESPONSIBILITY AS TO THE CORRECTNESS OF ANY LEGAL DESCRIPTION SET FORTH IN THE ABOVE DOCUMENT, AND FURTHER AGREES ALL PARCELS UTILIZING THE DISPOSITION SET FORTH HEREIN TO LOT TO PARTIES WITH WHOM THEY ARE CONTRACTING REGARDING LAND PROPERTY AND TO ANY SURVEYOR WHO HAS DECLARED THE SAID DESCRIPTION TO BE TRUE, ACCURATE AND CORRECT.

LEGEND:

NOTE:

THIS IS A DIVISION OF PARCEL MAP
 FILE 32, PAGE 44

- = 10000 1/2' BEARING & CAP FILE 32, PAGE 44
- = SET 5/8" BEARING & CAP FILE 32, PAGE 44
- = TRACT CORNERS

PARCEL MAP BURTON D. SHECK AND ROBERT O. RAINS BEING A DIVISION OF TRACT 37, SEC 17, T15S, R10E, N30M		FILED AT THE REQUEST OF: B. RAINS DATE: 3-1-1993 "OF PARCEL MAPS" CLARK COUNTY, NEVADA RECORDS JOHN L. SMITH, RECORDS REC 1-10-1993
BEI CLARK COUNTY, NEVADA RECORDS FILE 32, PAGE 44	CLARK COUNTY, NEVADA RECORDS FILE 32, PAGE 44	CLARK COUNTY, NEVADA RECORDS FILE 32, PAGE 44

FILE 32 PAGE 44

APN: 001-17-602-016; 001-17-602-012
001-17-602-013; 001-17-602-014

Easement Deed

THIS EASEMENT DEED made the 20th day of October, 1999, between Sandstone Condominiums, in Mesquite, Nevada L.L.C., Assessor's Parcel Number 001-17-602-016, hereinafter called GRANTOR, and Sandstone Condominiums, in Mesquite, Nevada L.L.C., Assessor's Parcel Number 001-17-602-012, 001-17-602-013, 001-17-602-014 hereinafter called GRANTEE.

WITNESSETH:

That the GRANTOR, for and in consideration of the sum of 10.00 dollars, and other good and valuable consideration, the receipt of which is hereby acknowledged, does by these presents grant, bargain and sell to the GRANTEE and to its assigns forever, for purposes of perpetual easement and right-of-way, private access and emergency access as constructed within Parcel 4, File 75, Page 03 of Parcel Maps, recorded in the Official Records of Clark County, Nevada (APN 001-17-602-016) and approved by the City of Mesquite and the exact locations of access is not described by this easement deed. The GRANTOR reserves the right to relocate the said access at the GRANTOR'S expense. The GRANTOR also grants a 29.00 foot public utility and drainage easement to the grantee for construction and maintenance of public utility and drainage works as required by the City of Mesquite which is described as:

A 29.00 FOOT STRIP LOCATED IN TRACT 39, TOWNSHIP 13 SOUTH, RANGE 71 EAST, MOUNT DIABLO BASE AND MERIDIAN, CITY OF MESQUITE, CLARK COUNTY, NEVADA, AND BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF MESQUITE BOULEVARD (A 96.00 FOOT DEDICATED RIGHT-OF-WAY) THAT IS N 00° 48' 20" W 3.63 FEET ALONG THE EAST LINE OF TRACT 39, AND S 88° 31' 57" W 186.01 FEET ALONG THE NORTH RIGHT-OF-WAY OF SAID MESQUITE BOULEVARD FROM ANGLE POINT 2, TRACT 39 TOWNSHIP 13 SOUTH, RANGE 71 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED ON THE PARCEL MAP FOR BURTON D. SHECK AND ROBERT O. RAINS IN FILE 75, PAGE 03 OF PARCEL MAPS IN THE OFFICIAL RECORDS OF CLARK COUNTY, NEVADA AND RUNNING;

THENCE S 88° 31' 57" W 29.00 FEET ALONG THE NORTHERLY LINE OF SAID MESQUITE BOULEVARD;

THENCE N 00° 48' 20" W 386.19 FEET TO THE NORTH LINE OF PARCEL 4 OF SAID PARCEL MAP;

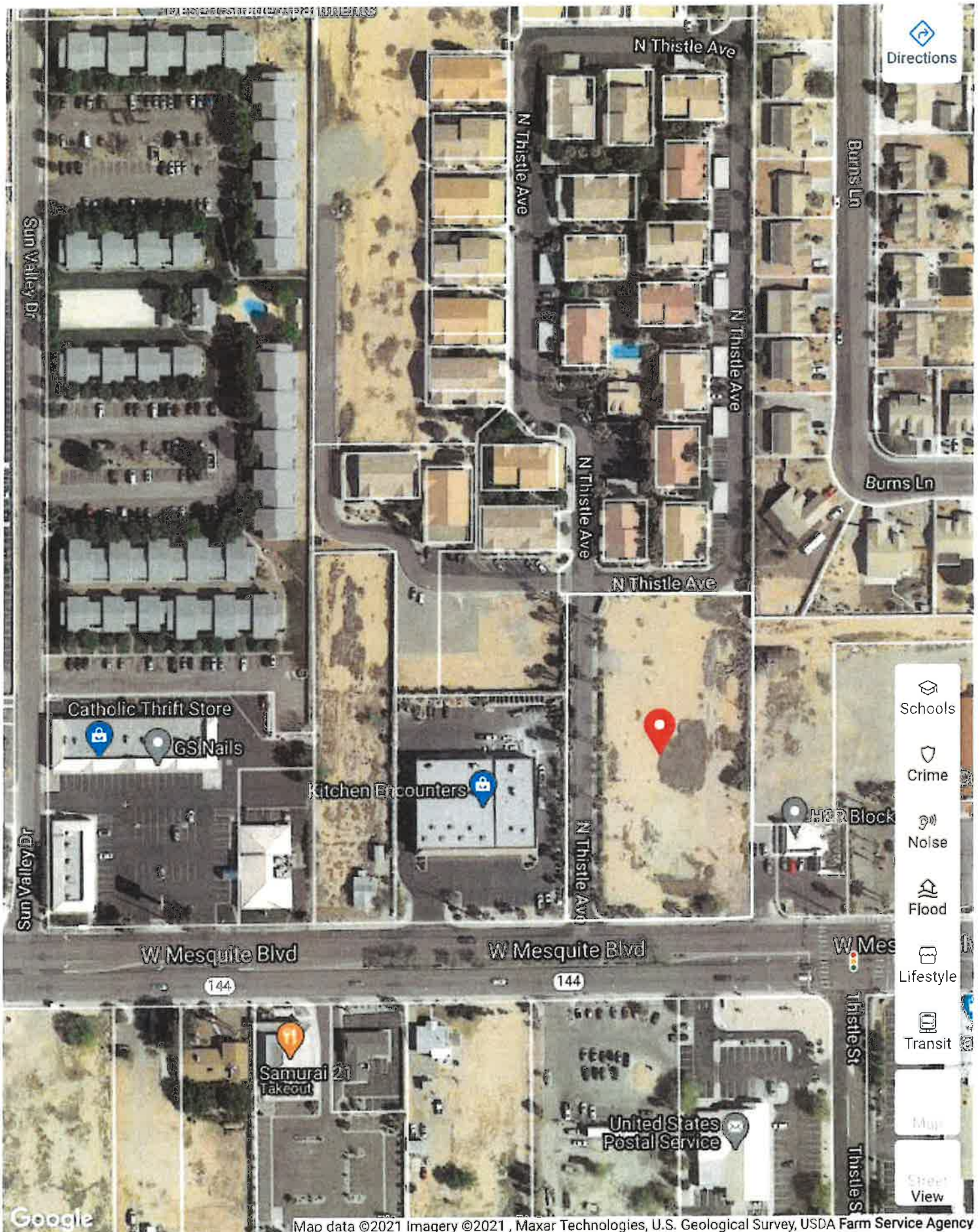
THENCE N 89° 11' 40" W 29.00 FEET ALONG THE NORTH LINE OF SAID PARCEL 4;

THENCE S 00° 48' 20" E 385.86 FEET TO THE NORTH LINE OF SAID MESQUITE BOULEVARD TO THE POINT OF BEGINNING.

TOGETHER WITH AN ADDITIONAL DRAINAGE EASEMENT DESCRIBED AS:

A 10.00 FOOT STRIP LOCATED IN TRACT 39, TOWNSHIP 13 SOUTH, RANGE 71 EAST, MOUNT DIABLO BASE AND MERIDIAN, CITY OF MESQUITE, CLARK COUNTY, NEVADA, AND BEING MORE PARTICULARLY DESCRIBED AS:

THE WESTERLY 10.00 FEET OF THE EASTERLY 34.00 FEET OF PARCEL 4, FILE 75, PAGE 03 OF PARCEL MAPS AS RECORDED IN THE OFFICIAL RECORDS OF CLARK COUNTY, NEVADA.





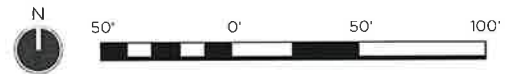
SITE PLAN
MESQUITE BLVD MIXED USE | MESQUITE, NV | THE CANNON TEAM
15 JUN 2021

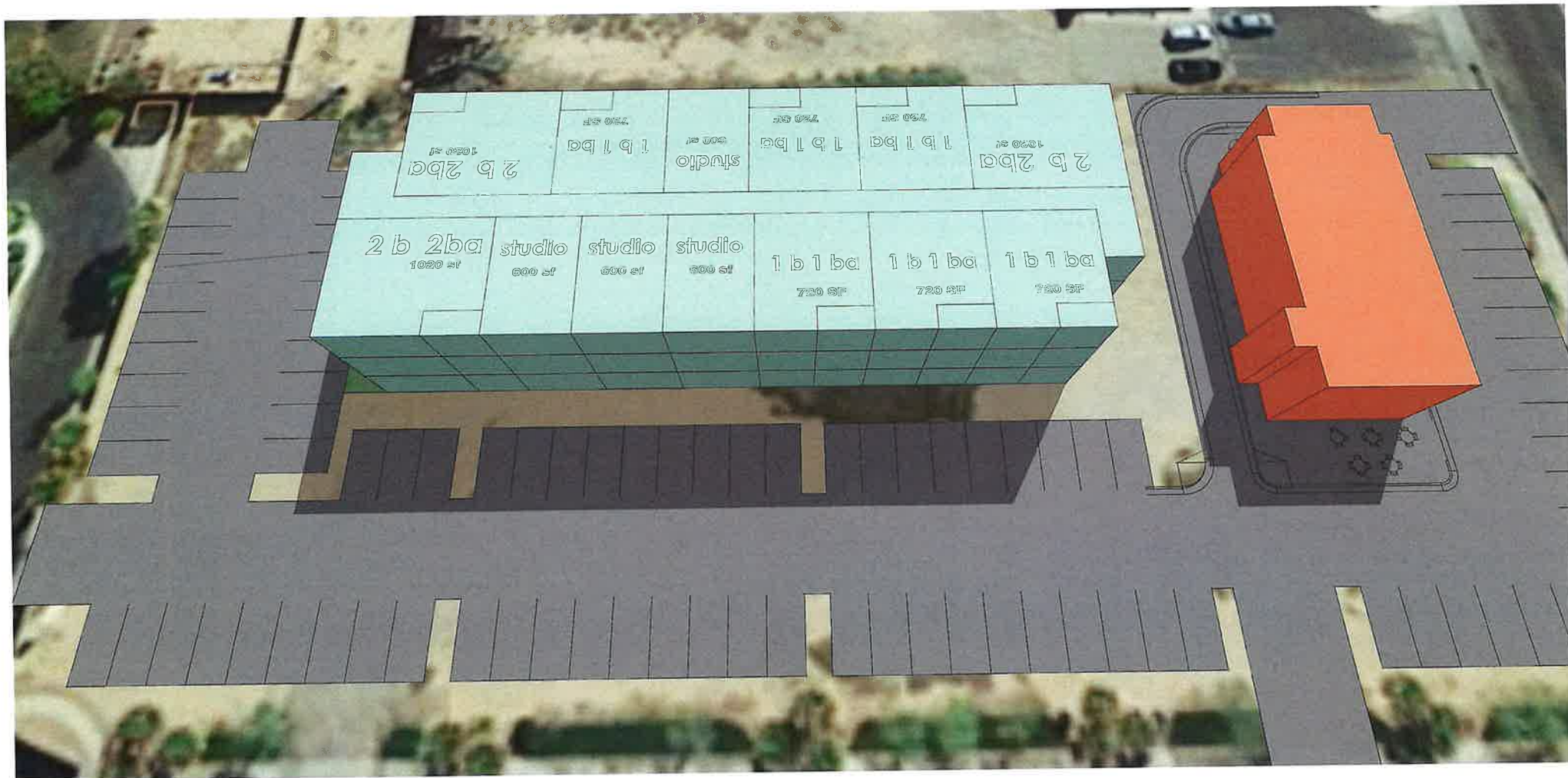
KEY NOTES

SITE:
SITE AREA: 1.97 ACRES

APARTMENT BUILDING
FOOTPRINT: 11,900 SF
STORIES: 3
TOTAL AREA: 35,700 SF

RESTAURANT BUILDING
FOOTPRINT: 2,900 SF
STORIES: 1





UNIT MIX

TOTAL UNITS: 39

STUDIO: 12
1 BDR: 18
2 BDR: 9

PARKING:

UNIT PARKING REQUIRED: 57
UNIT PARKING PROVIDED: 61

VISITOR PARKING REQUIRED: 8
VISITOR PARKING PROVIDED: 8

RESTAURANT PARKING REQUIRED: TBD
RESTAURANT PARKING PROVIDED: 19

DRIVE-THROUGH STACKING: -10



SITE PLAN

MESQUITE BLVD MIXED USE | MESQUITE, NV | THE CANNON TEAM
15 JUN 2021



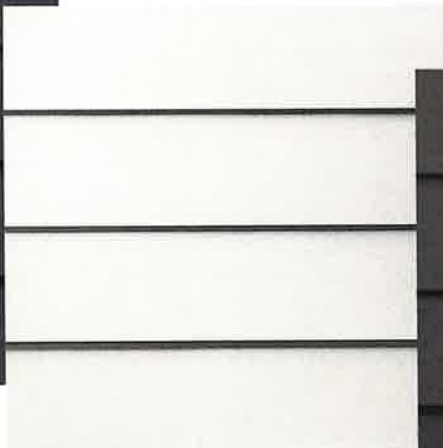
Scheme 1 - white balconies, red accent







FIBER CEMENT BOARD SIDING - COLOR 1



FIBER CEMENT BOARD SIDING - COLOR 2



FIBER CEMENT BOARD SIDING - COLOR 3



EXTERIOR INSULATED FINISH SYSTEM (EIFS) - COLOR 1



BRICK VENEER



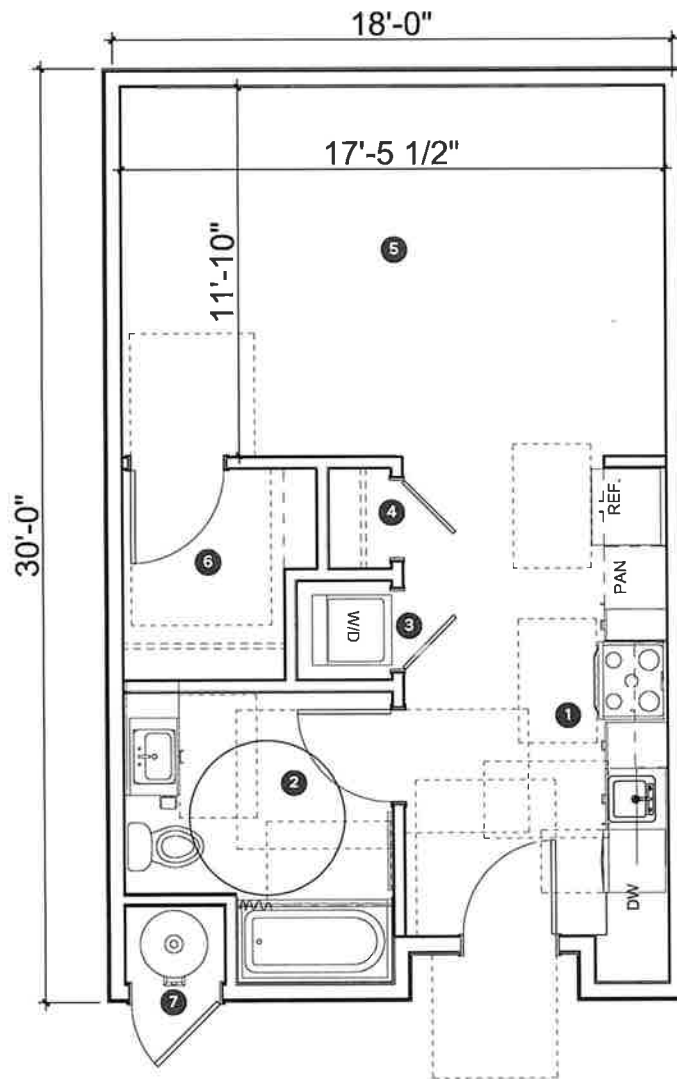
METAL ACCENTS - FRAMES AND RAILINGS



METAL ACCENTS - PARAPETS AND FLASHINGS



EXTERIOR INSULATED FINISH SYSTEM (EIFS) - COLOR 2

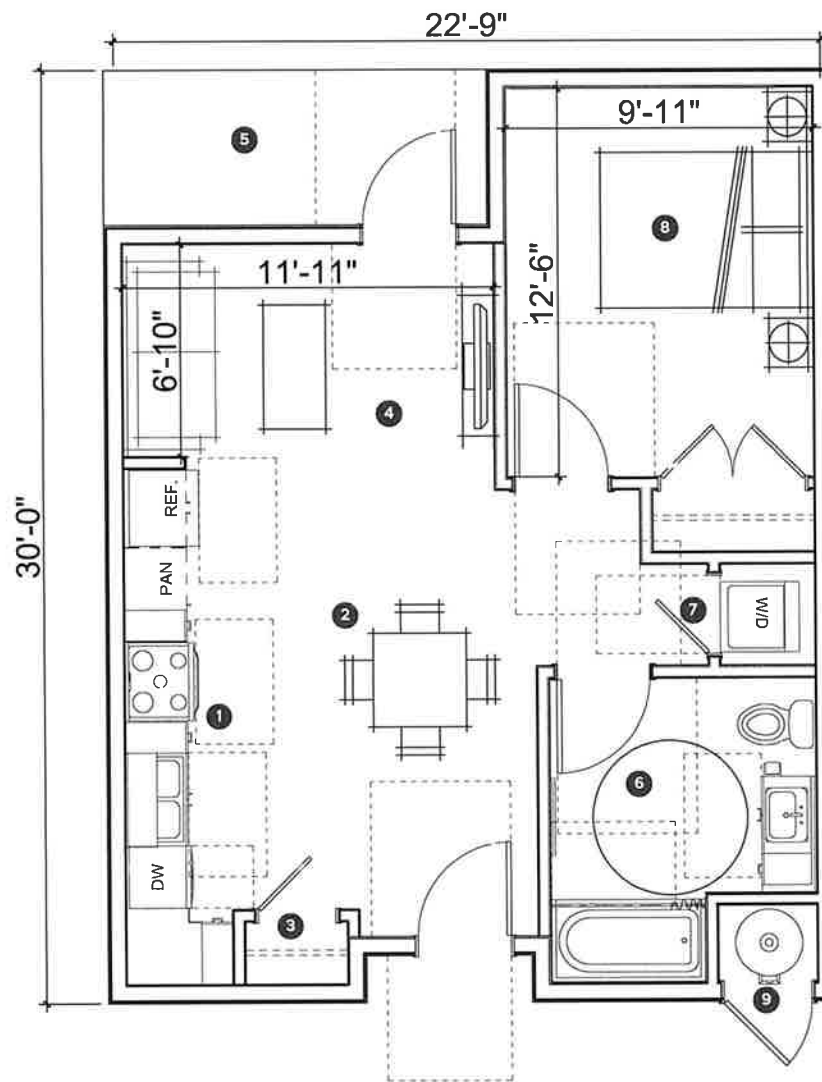


KEY NOTES

- 1** KITCHEN
- 2** ACCESSIBLE BATHROOM
- 3** WASHER/ DRYER UNIT
- 4** COAT CLOSET
- 5** FLEXIBLE LIVE/WORK SPACE
- 6** WALK-IN CLOSET
- 7** MECHANICAL CLOSET

STUDIO UNIT: 525 SF

MESQUITE MULTI FAMILY | MESQUITE, NEVADA
12 JULY 2021

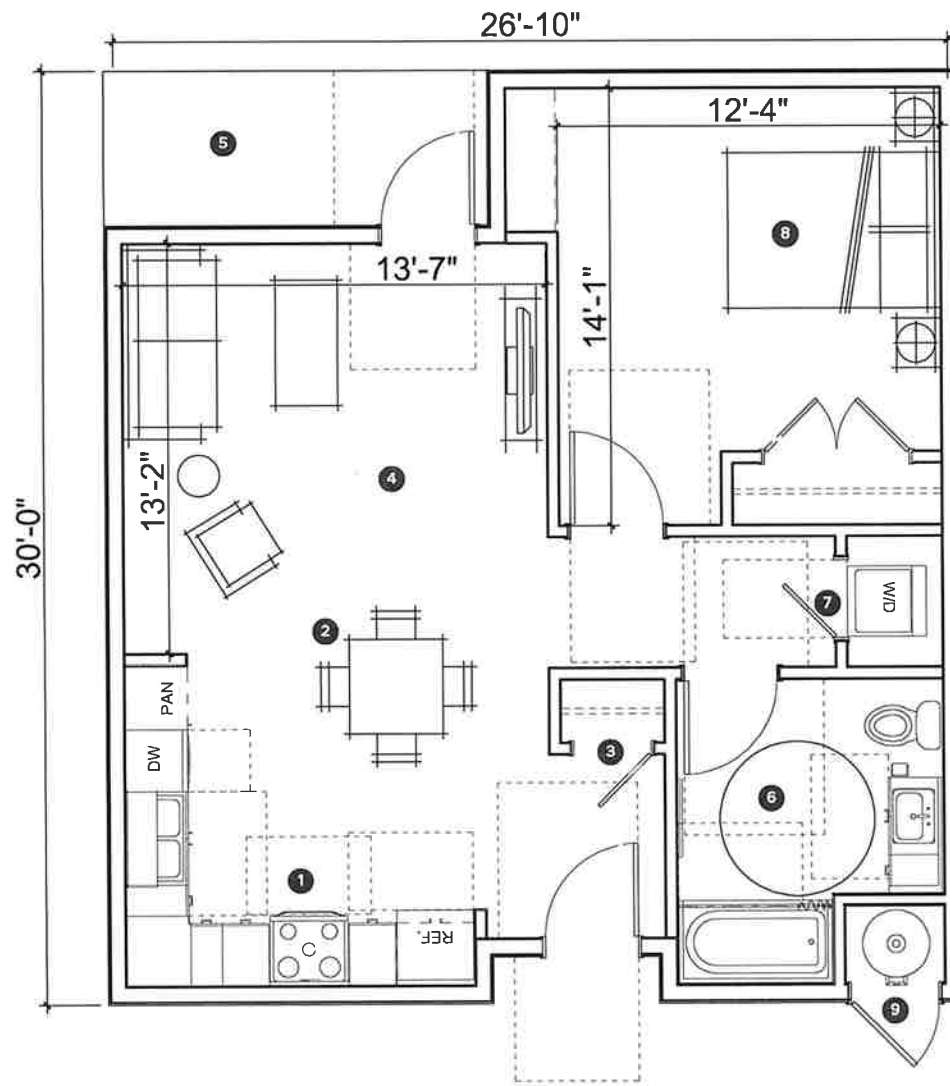


KEY NOTES

- 1 KITCHEN
- 2 DINING
- 3 COAT CLOSET
- 4 LIVING
- 5 BALCONY
- 6 ACCESSIBLE BATHROOM
- 7 WASHER/ DRYER UNIT
- 8 BEDROOM
- 9 MECHANICAL CLOSET

1 BEDROOM STANDARD UNIT: 600 SF

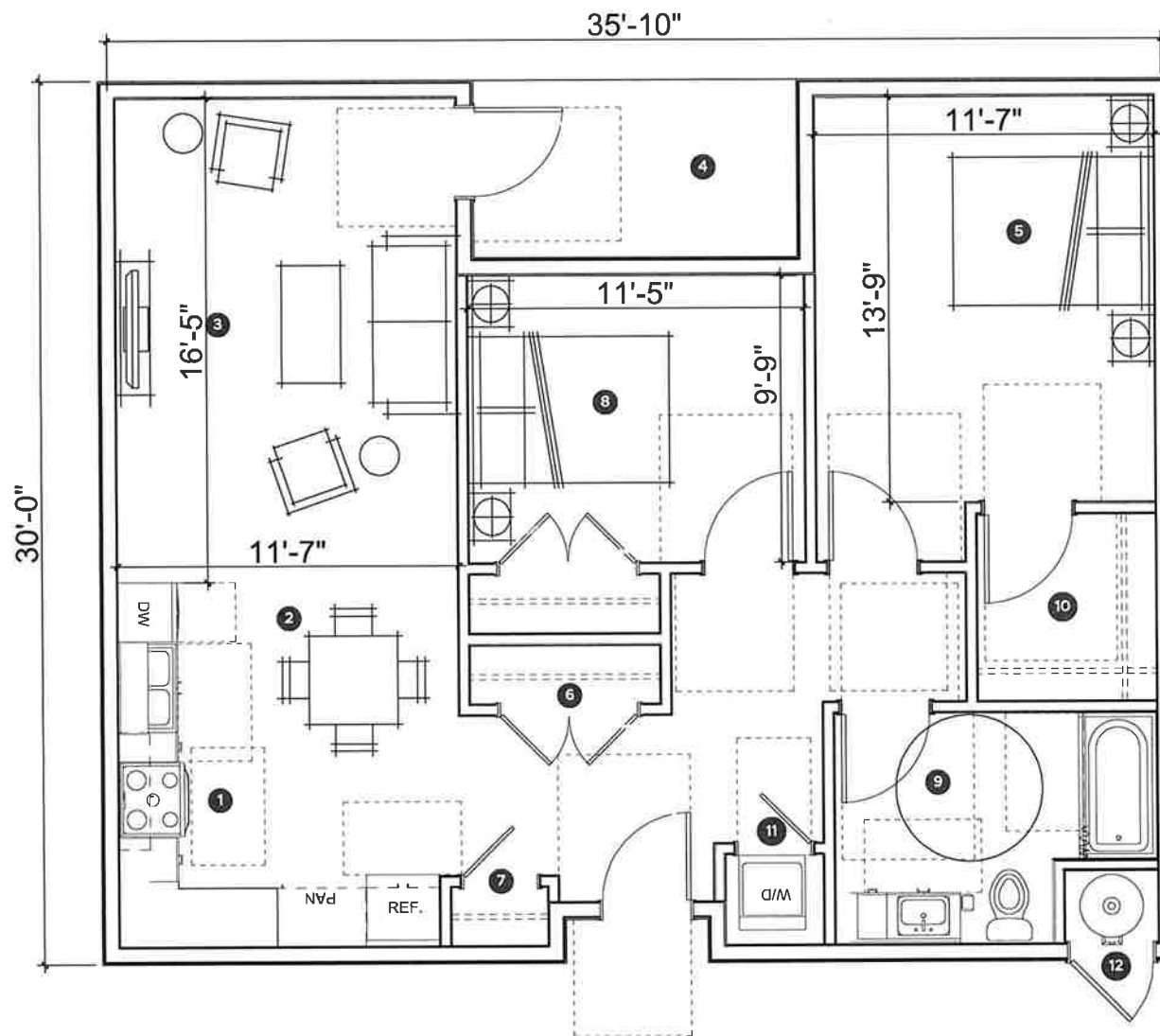
MESQUITE MULTI FAMILY | MESQUITE, NEVADA
12 JULY 2021



KEY NOTES

- ① KITCHEN
- ② DINING
- ③ COAT CLOSET
- ④ LIVING
- ⑤ BALCONY
- ⑥ ACCESSIBLE BATHROOM
- ⑦ WASHER/ DRYER UNIT
- ⑧ BEDROOM
- ⑨ MECHANICAL CLOSET

1 BEDROOM DELUXE UNIT: 725 SF
 MESQUITE MULTI FAMILY | MESQUITE, NEVADA
 12 JULY 2021

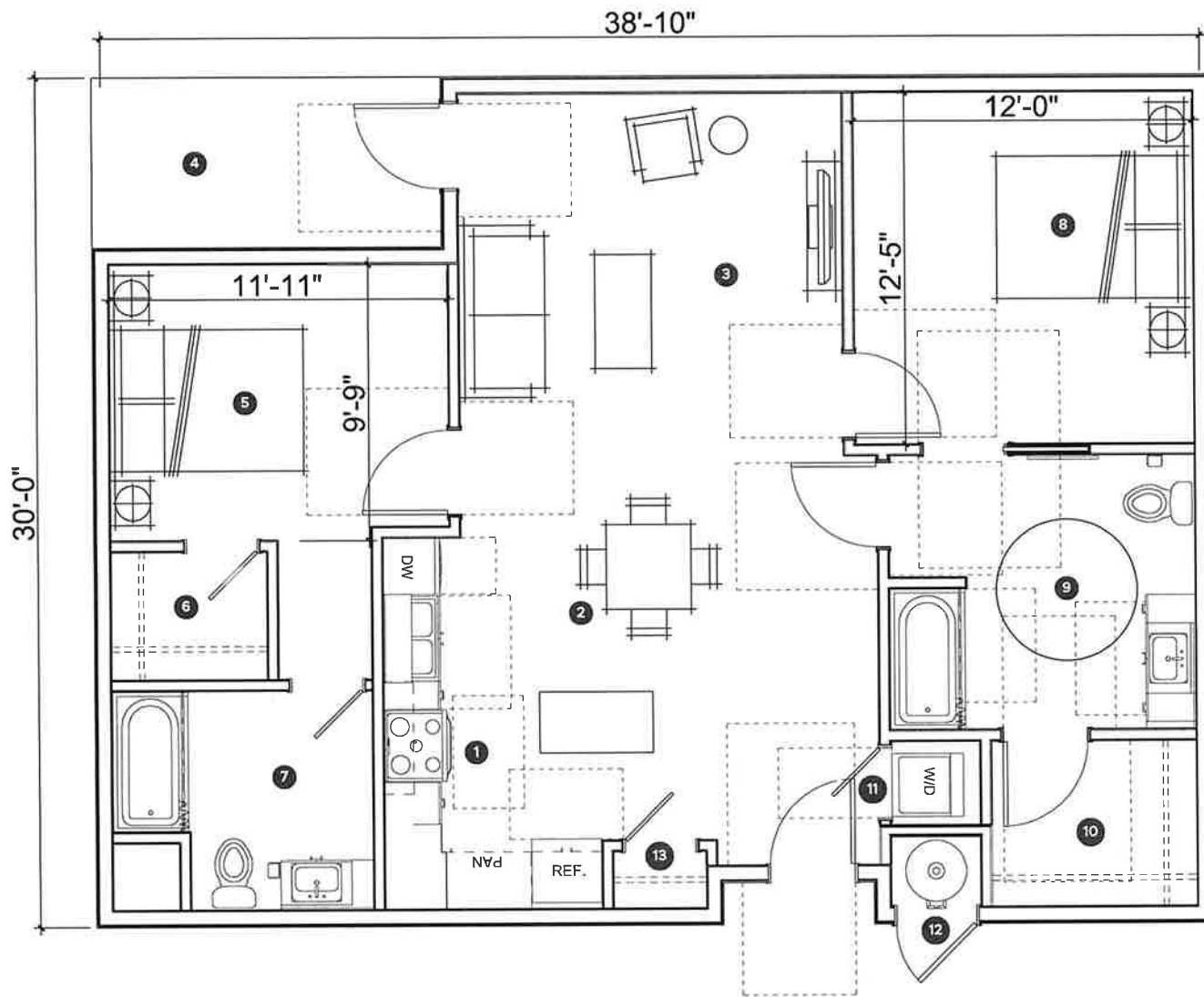


KEY NOTES

- 1 KITCHEN
- 2 DINING
- 3 LIVING
- 4 BALCONY
- 5 PRIMARY BEDROOM
- 6 PANTRY
- 7 COAT CLOSET
- 8 SECONDARY BEDROOM
- 9 ACCESSIBLE BATHROOM
- 10 WALK-IN CLOSET
- 11 WASHER/ DRYER UNIT
- 12 MECHANICAL CLOSET

2 BEDROOM 1 BATH UNIT: 1000 SF

MESQUITE MULTI FAMILY | MESQUITE, NEVADA
12 JULY 2021



KEY NOTES

- 1 KITCHEN
- 2 DINING
- 3 LIVING
- 4 BALCONY
- 5 PRIMARY BEDROOM
- 6 WALK-IN CLOSET
- 7 PRIMARY BATHROOM
- 8 SECONDARY BEDROOM
- 9 ACCESSIBLE BATHROOM
- 10 WALK-IN CLOSET
- 11 WASHER/ DRYER UNIT
- 12 MECHANICAL CLOSET
- 13 COAT CLOSET

2 BEDROOM 2 BATH UNIT: 1100 SF

MESQUITE MULTI FAMILY | MESQUITE, NEVADA
12 JULY 2021



AGENDA ITEM
City Council Meeting
Meeting Date: September 14, 2021
Submitted by: Martine Green
Submitting Department: City Manager

Administrative

Consideration for approval of Resolution R21-052 for the Purchase and Sales Agreement between the City and Hawaii Food Carts, LLC .

- Public Comment
 - Discussion and Possible Action
-

PETITIONER: Martine Green **DEPARTMENT:** City Manager

RECOMMENDATION:

Approve Resolution R21-052 for the Purchase and Sales Agreement between the City and Hawaii Food Carts, LLC .

Background:

Fiscal Impact: Revenue from the sale.

Budgeted Item: No

Attachments:

- [R21-052.docx](#)



RESOLUTION R21-052

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE (CITY) APPROVING THE PURCHASE AND SALES AGREEMENT BETWEEN THE CITY OF MESQUITE, A MUNICIPAL CORPORATION (“SELLER”) AND HAWAII FOOD CARTS, LLC, A HAWAII LIMITED LIABILITY COMPANY AND/OR ITS ASSIGNS (“BUYER”).

WHEREAS, Seller is the owner of that certain real property in the City of Mesquite in Clark County, Nevada consisting of three parcels identified by APN 002-13-310-005; 002-13-310-006; 002-13-413-001 (approximately 24.09 acres) an commonly known as 165, 185, and 190 Thomas Edison Court, Mesquite, Nevada 89027 (“the Property”).

WHEREAS, during the June 8, 2021 City Council meeting, the City Council approved Resolution R21-026, finding that it is in the best interests of the public to sell the Property to the Buyer without offering the Property to the public.

WHEREAS, the Seller determined in the June 8, 2021 meeting of the City Council that it is in the best interests of the Seller to sell the Property for less than the fair market value to the Buyer for economic development purposes.

WHEREAS, Buyer desires to purchase from Seller and Seller desires to sell to Buyer the Property based on the terms and conditions as set forth herein.

NOW THEREFORE, IT IS RESOLVED by the Mayor and City Council of the City of Mesquite that the Purchase and Sale Agreement between the City of Mesquite and Hawaii Food Carts, LLC is approved.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Mesquite, Nevada on the 14th day of September, 2021.

CITY OF MESQUITE, NV

By: _____
Allan S. Litman, Mayor

ATTEST:

By: _____
Tracy E. Beck, City Clerk

APPROVE AS TO FORM:

By: _____
Adam K. Anderson, Interim City Attorney



AGENDA ITEM
City Council Meeting
Meeting Date: September 14, 2021
Submitted by: Martine Green
Submitting Department: City Manager

Administrative

Consideration for approval of the Purchase and Sale Agreement between the City of Mesquite and Hawaii Food Carts, LLC.

- Public Comment
 - Discussion and Possible Action
-

PETITIONER: Martine Green, Deputy City Manager **DEPARTMENT:** City Manager

RECOMMENDATION:

Approve the Purchase and Sale Agreement between the City of Mesquite and Hawaii Food Carts, LLC.

Background:

Fiscal Impact: Revenue from the Purchase and Sale of the property.

Budgeted Item: No

Attachments:

- [PSA Hawaii Food Carts LLC \(002\).pdf](#)
- [GIS maps.pdf](#)
- [Thomas Edison Appraisal May 2021.pdf](#)
- [Thomas Edison Second Appraisal June 2021.pdf](#)

PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

THIS PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (“Agreement”) is entered into as of the ____ day of August, 2021 (the “Effective Date”), by and between the City of Mesquite, a municipal corporation (“Seller”), and Hawaii Food Carts, LLC, a Hawaii Limited Liability Company and/or its assigns (“Buyer”).

RECITALS

A. Seller is the owner of that certain real property in the City of Mesquite in Clark County, Nevada consisting of three parcels identified by APN 002-13-310-005; 002-13-310-006; 002-13-413-001 (approximately 24.09 acres) and commonly known as 165, 185, and 190 Thomas Edison Court, Mesquite, Nevada 89027 (the “Property”). The Property is more particularly described on the attached Exhibit A.

B. During the June 8, 2021 City Council meeting, the City Council approved Resolution R21-026, finding that it is in the best interests of the public to sell the Property to the Buyer without offering the Property to the public.

C. The Seller determined in the June 8, 2021 meeting of the City Council that it is in the best interests of the Seller to sell the Property for less than the fair market value to the Buyer for economic development purposes.

D. Buyer desires to purchase from Seller and Seller desires to sell to Buyer the Property based on the terms and conditions as set forth herein.

NOW, THEREFORE, for the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **CERTAIN DEFINITIONS.** In addition to other terms defined elsewhere in this Agreement, the following terms will be defined as follows:

1.1 “Closing” or “Closing Date.” Escrow will close and title will be conveyed within sixty (60) calendar days from either the waiver by Buyer of its Due Diligence Period or the end of the Due Diligence Period as defined herein, whichever is sooner. Prior to the expiration of Due Diligence Period, Buyer shall have the option to extend closing for an additional thirty (30) calendar days with ten (10) calendar day’s written notice to the Seller. At the close of escrow, Seller shall terminate all insurance coverage, which shall thereupon become the responsibility of the Buyer.

1.2 “Due Diligence Period.” The Due Diligence Period shall consist of a period of time starting on the Effective Date and ending at 5:00 p.m. Pacific Time on the ninetieth (90th) day after the Effective Date of this Agreement. Within this Due Diligence Period, Buyer shall complete its due diligence as described in Section 7 hereof. The Due Diligence Period may be extended as otherwise set forth herein or if agreed by the parties.

Upon or prior to the expiration of the Due Diligence Period, Buyer in its sole discretion may: 1) satisfy and thereupon waive the balance of the Due Diligence Period through written notice to Seller and proceed to Closing; or 2) terminate the transaction, with or without cause as determined in the sole and absolute discretion of the Buyer.

1.3 “Escrow Holder” or “Escrow.” The Escrow Holder or Escrow shall be and refer to Fidelity National Title or such other title insurance company mutually agreed to by Seller and Buyer.

1.4 “Property”. The Property includes three parcels identified by APN 002-13-310-005; 005-13-310-006; 002-13-413-001 (24.09 acres) and commonly known as 165, 185, and 190 Thomas Edison Court, Mesquite, Nevada 89027 as more particularly described on Exhibit A.

1.5 “Qualification Period.” The term Qualification Period shall mean and refer to the period of time beginning at Closing and ending on the last day of the thirty-sixth (36th) full calendar month thereafter.

2. **PURCHASE AND SALE.** Upon and subject to the terms and conditions set forth in this Agreement (the “Agreement”), Seller agrees to sell to Buyer and Buyer agrees to buy from Seller the Property, together with all easements, hereditaments, and appurtenances thereto. The Seller hereby warrants that the Property and all zoning related thereto are subject to the Mesquite Municipal Code, Title 9 Unified Development Code and its required processes and approvals.

3. **PURCHASE PRICE.** The Purchase Price for the Property shall be Six Hundred Seventy-Five Thousand Dollars (\$675,000) (hereafter the “Purchase Price”), which shall be paid by Buyer or otherwise discounted as further set forth in this Agreement.

3.1 Deposit. As earnest money, Buyer shall deposit Ten Thousand Dollars (\$10,000) (hereafter the “EMD”) in cash or other immediately available funds with the Escrow Agent within three (3) business days after the final execution of this Agreement. The EMD and any interest earned thereon will be applied against the Cash Payment set forth in Section 3.2, below, and will be released to Seller at Closing.

3.2 Cash Payment. On or before the Closing Date, Buyer shall deliver to Escrow Holder funds equaling Sixty-Seven Thousand Five Hundred Dollars (\$67,500) (hereafter the “Cash Payment”) in the form of confirmed wire transfer of funds or other certified funds, which shall be paid to Seller upon Closing.

3.3 Discounts to Purchase Price. The Purchase Price for the Property shall be subject to certain discounts based on the Capital Investment Incentive, the Job Creation Incentive and the Minimum Hourly Wage Incentives, as further set forth below. All parties agree and acknowledge that transfer of the property to Buyer without additional payments being made from Buyer to Seller after Closing is expressly conditioned upon the Buyer reaching a total cumulative discount of at least 90% taking into account the total possible discounts offered under each of the incentives set forth herein. All of this Section 3 shall expressly survive the Closing of this Agreement. The total Purchase Price and total possible discounts shall be as follows:

Type of Payment	Amount	Comment
Cash	\$67,500	To be provided prior to Closing.
Capital Investment Incentive	\$202,500	Anticipated amount. Buyer to provide proof prior to finalization of amount.
Job Creation Incentive	\$202,500	Anticipated amount. Buyer to provide proof prior to finalization of amount.
Minimum Hourly Wage Incentive	\$202,500	Anticipated amount. Buyer to provide proof prior to finalization of amount.
Total Amount	\$675,000	

3.4 First Deed of Trust. As security for the performance of Buyer's obligations under this Agreement and as security for the balance of the Purchase Price to be held in abeyance during Buyer's performance under the Capital Investment Incentive, the Job Creation Incentive, and the Minimum Hourly Wage Incentive (as detailed further below), Buyer shall execute and deliver to Seller a deed of trust in the form attached as Exhibit B (hereafter the "Deed of Trust"), which shall be recorded as a first position deed of trust on the Property at Closing. Buyer agrees and guarantees that the Deed of Trust shall have priority as of the date it is recorded over any and all other encumbrances, notes, debts, or other financial obligations related to the Property, except where prohibited by state or federal law.

3.5 Capital Investment Incentive. Buyer has committed to invest and/or expend at least One Million Dollars (\$1,000,000) in order to complete capital improvements to or upon the Property within the Qualification Period. Eligible investments or expenditures that shall be deemed the required minimum "Capital Investment" include, but are not limited to, engineering, architectural design, surveying, rough grading of the site and Property, final grading, installation of on-site improvements and utilities, installation of off-site improvements and utilities, paving, vertical construction of improvements and other similar and related work. Other expenses may be eligible on a case-by-case basis as mutually approved by both Parties.

3.5.1 In order for Buyer to qualify for the Capital Investment Incentive (the "CII"), which shall be directly discounted off the Purchase Price of the Property, Buyer must meet the minimum CII threshold set forth in the table below. Discounts based on the CII are provided in 10% increments as shown. No partial discounts will be given.

Capital Investment Amount	Discount Percentage	Discount Amount
\$250,000 or more, but less than \$500,000	10%	\$67,500
\$500,000 or more, but less than \$1,000,000	20%	\$135,000
\$1,000,000 or more	30%	\$202,500

3.5.2 Determination of the Buyer's qualification for the Capital Investment Incentive discounts will be determined once the following conditions have been fully met:

- (a) Inspection and approval of completed improvements by the Seller, which approval shall not be unreasonably withheld or delayed.
- (b) Receipt and review of all invoices for improvements to be included in the calculation of the Capital Improvement Incentive.
- (c) Receipt of copies of acceptable lien releases from all applicable contractors. If lien releases are not provided, at its sole discretion, Seller may require Buyer to provide another or additional form of proof of payment (e.g. cancelled check or notarized statement).

3.6 Job Creation Incentive (the "JCI"). Buyer has committed to hire and employ individuals for at least forty (40) full-time positions within the Qualification Period as set forth below. The creation of jobs shall be construed hereunder as the creation of positions rather than being based on the employment of particular individuals. For example, a "position" such as one morning shift worker may be filled over a six month period by two or three different individuals based on turnover, but so long as said position is filled continually, the position shall qualify as one full time position for all purposes hereunder.

For new employment to qualify as a full time position under this Agreement, the following conditions apply:

- The position shall be physically located at the site of the project at 165, 185, and 190 Thomas Edison Court.
- The position shall be scheduled for an average minimum of 30 hours per week.
- The duration of the position shall be for at least six (6) consecutive months.
- Any position created solely for the construction of the anticipated improvements shall not count towards any full time positions under this Agreement.
- The usage of full-time equivalents shall not be allowed in the calculation of a position.

3.6.1 In order for Buyer to qualify for the Jobs Creation Incentive, Buyer must meet the minimum thresholds set forth in the table below. Discounts to the Purchase Price are provided in 10% increments under the Job Creation Incentive. No partial discounts will be given.

Number of Jobs	Discount Percentage	Amount of Purchase Price
10 or more, but less than 20	10%	\$67,500
20 or more, but less than 40	20%	\$135,000
40 or more	30%	\$202,500

Incentive discounts will be applied once the Buyer submits to the Seller proof of employment in a full time position (e.g. pay stubs) for a position documenting that the full-time position has been filled by an individual or individuals consistently for at least six months.

3.7 Minimum Hourly Wage Incentive. Buyer has committed to hire and employ individuals at 125% of the State or County Wide average wage in order to qualify for the Minimum Hourly Wage Incentive (MHWI).

The qualification period for the MHWI shall run coterminous with the JCI qualification period. The hourly wage shall be construed hereunder as the hourly wage of positions rather than being based on the employment of particular individuals. For example, a “position” such as one morning shift worker may be filled over a six month period by two or three different individuals based on turnover, but so long as said position is filled continually, the position shall qualify as one full time position for all purposes hereunder.

For a wage to qualify as a minimum hourly wage under the MHWI, the following conditions must be met:

- The Minimum Hourly Wage shall be calculated from the State- or County-wide average in place at the beginning of the six months used in the JCI.
- The wage shall be the lesser of the State- or County-wide average.
- Positions counted towards the MHWI shall be physically located at the site of the project at 165, 185, and 190 Thomas Edison Court.
- Positions shall be full-time as defined in the JCI.
- Any wages paid to employees hired or performing services solely for the construction of the anticipated improvements shall not count towards the MHWI.
- The usage of full-time equivalents shall not be allowed in the calculation of the MHWI.

3.7.1 For a position’s wage to qualify under the MHWI, the position must also qualify as a full time position under the JCI.

3.7.2 In order for Buyer to qualify for the MHWI, Buyer must meet the minimum thresholds set forth in the table below. Discounts to the Purchase Price are provided in 10% increments under the MHWI. No partial discounts will be given.

Percentage of State or County Wide Average	Discount Percentage	Amount of Purchase Price
At least 75% or more, but less than 100%	10%	\$67,500
100% or more, but less than 125%	20%	\$135,000
125% or more	30%	\$202,500

The MHWI discounts will be applied once the Buyer submits to the Seller proof of payroll (e.g. pay stubs) for a position documenting that the position has been compensated at the appropriate level.

3.8 Minimum Incentive Thresholds. The intent of the foregoing incentive programs is to reward the Buyer for performing certain actions that the Seller finds desirable. Consequently, the Seller has established the foregoing minimum incentive thresholds. Accordingly, in no case shall the Buyer receive partial discounts (i.e. the incentives are based on fulfilling the complete 10%, 20% and 30% thresholds, and thus no discount shall be awarded in the event of a 5% performance,

no partial discount over the 10% discount shall be awarded in the event of a 15% performance, etc.).

3.8.1 Notwithstanding any provision herein to the contrary, this Agreement is expressly conditioned upon the Buyer qualifying for at least a total 30% incentive discount within the Qualification Period (combining all applicable Capital Investment Incentive, Jobs Creation Incentive, and/or Minimum Hourly Wage Incentive). If Buyer qualifies for less than a 30% combined incentive discount within the Qualification Period, then Buyer shall present to the Seller a Grant, Bargain, Sale Deed with good and marketable title duly executed and acknowledged by Buyer and in recordable form, conveying all of the Property back to the Seller. Buyer shall remedy any third-party financing or other encumbrances that the Seller finds unacceptable prior to transfer of Property. The Buyer acknowledges that the Property to be reconveyed shall, at the time of the above-described reconveyance, not be subject to other financing or lien obligations as may be incurred as part of Buyer's development efforts.

3.8.2 If the Buyer only qualifies for a 40% combined total incentive discount within the Qualification Period (by combining all applicable Capital Investment Incentive, Jobs Creation Incentive, and/or Minimum Hourly Wage Incentive), Buyer shall pay to Seller Three Hundred Thirty-Seven Thousand Five Hundred Dollars (\$337,500) by confirmed wire transfer of funds or other certified funds within 30 days of the expiration of the Qualification Period. This payment obligation shall be secured by the Deed of Trust and Buyer recognizes that failure to timely make this payment may result in the Seller exercising its rights under the Deed of Trust, including foreclosure of the Deed of Trust.

3.8.3 If the Buyer only qualifies for a 50% combined total incentive discount within the Qualification Period (by combining all applicable Capital Investment Incentive, Jobs Creation Incentive, and/or Minimum Hourly Wage Incentive), Buyer shall pay to Seller Two Hundred Seventy Thousand Dollars (\$270,000) by confirmed wire transfer of funds or other certified funds within 30 days of the expiration of the Qualification Period. This payment obligation shall be secured by the Deed of Trust and Buyer recognizes that failure to timely make this payment may result in the Seller exercising its rights under the Deed of Trust, including foreclosure of the Deed of Trust.

3.8.4 If the Buyer only qualifies for a 60% combined total incentive discount within the Qualification Period (by combining all applicable Capital Investment Incentive, Jobs Creation Incentive, and/or Minimum Hourly Wage Incentive), Buyer shall pay to Two Hundred Two Thousand Five Hundred Dollars (\$202,500) by confirmed wire transfer of funds or other certified funds within 30 days of the expiration of the Qualification Period. This payment obligation shall be secured by the Deed of Trust and Buyer recognizes that failure to timely make this payment may result in the Seller exercising its rights under the Deed of Trust, including foreclosure of the Deed of Trust.

3.8.5 If the Buyer only qualifies for a 70% combined total incentive discount within the Qualification Period (by combining all applicable Capital Investment Incentive, Jobs Creation Incentive, and/or Minimum Hourly Wage Incentive), Buyer shall pay to Seller One Hundred Thirty-Five Thousand Dollars (\$135,000) by confirmed wire transfer of funds or other certified funds within 30 days of the expiration of the Qualification Period. This payment obligation shall be secured by the Deed of Trust and Buyer recognizes that failure to timely make this payment

may result in the Seller exercising its rights under the Deed of Trust, including foreclosure of the Deed of Trust.

3.8.6 If the Buyer only qualifies for a 80% combined total incentive discount within the Qualification Period (by combining all applicable Capital Investment Incentive, Jobs Creation Incentive, and/or Minimum Hourly Wage Incentive), Buyer shall pay to Seller Sixty-Seven Thousand Five Hundred Dollars (\$67,500) by confirmed wire transfer of funds or other certified funds within 30 days of the expiration of the Qualification Period. This payment obligation shall be secured by the Deed of Trust and Buyer recognizes that failure to timely make this payment may result in the Seller exercising its rights under the Deed of Trust, including foreclosure of the Deed of Trust.

3.8.7 If the Buyer qualifies for a full 90% incentive discount by the end of the Qualification Period, Seller shall request a full conveyance of the Deed of Trust, thus releasing Seller's interest in the Property.

3.8.8 As an additional consideration and in order to comply with NRS 268.063, in no case shall the Buyer be allowed to retain ownership of any of the Property without creating at least 10 full-time, permanent, jobs within the Qualification Period.

3.9 Verification of Substantial Progress. In an effort to ensure that the Buyer is making substantial progress towards meeting the incentive targets, the following options are available to the Seller:

3.9.1 Buyer shall provide semi-annual written updates documenting its progress on the overall project and its progress towards meeting the incentive thresholds. Seller reserves the right to require Buyer to appear in person at City Council meeting to present the update. The foregoing requirements shall terminate upon the completion of the incentive requirements as described herein.

3.9.2 Seller, or any agent or contractor of Seller, may conduct an audit to verify Seller's progress towards obtaining incentive thresholds or to determine whether the Buyer is in full compliance with this Agreement. Costs of any such audit shall be at Seller's own expense. Notwithstanding the foregoing, final compliance with each of the incentive discount programs shall be established by the Buyer by way of a certified statement based on audited financial records, provided by and independent CPA verifying the total Capital Investment of the Buyer as well as the total number of full time jobs reflected by an audited payroll, and the minimum hourly wage of the full-time jobs created, all of which shall be provided at the Buyer's expense.

3.9.3 Seller reserves the right to require additional information deemed necessary to verify Buyer's progress in obtaining any of the above incentives.

4. ESCROW.

4.1 Opening of Escrow. Within three (3) business days after the execution of this Agreement, Buyer and Seller shall deliver to Escrow Holder a fully executed copy of this Agreement and Escrow Holder shall open an escrow account (the "Escrow"). At that time Buyer shall also deposit the EMD, which shall be held by Escrow Holder and applied towards the Purchase Price in

accordance with this Agreement. Escrow Holder shall fill in the date of the opening of Escrow in the “Joinder by Escrow Holder” section at the end of this Agreement, which date, as determined by Escrow Holder, shall be binding on Seller and Buyer. The purchase and sale of the Property will be completed through the Escrow. Buyer and Seller agree to execute any additional instructions reasonably required by the Escrow Holder and not inconsistent with the terms of this Agreement. If there is a conflict between any printed escrow instructions and this Agreement, the terms of this Agreement will govern. No cancellation provision or other provision of any printed escrow instructions shall extend the Closing Date or provide either party with any grace period not provided for in this Agreement, unless otherwise agreed by the parties in writing.

4.2 Cancellation of Escrow. In the event that the Closing does not occur at the time and in the manner provided in this Agreement because of the default of one of the parties, the non-defaulting party has the right to cancel the Escrow by written notice to the defaulting party and to the Escrow Holder. All costs of cancellation of Escrow shall be paid by the defaulting party. If the Closing does not take place for any reason other than a default by one of the parties, the escrow cancellation costs shall be shared equally by Buyer and Seller.

5. DELIVERIES.

5.1 By Seller to Escrow. On or prior to the Closing Date, Seller shall deliver or cause to be delivered to Escrow Holder the following items:

5.1.1 A Grant, Bargain, Sale Deed (“Deed”) duly executed and acknowledged by Seller and in recordable form, conveying the Property to Buyer.

5.1.2 A State of Nevada Declaration of Value prepared by the Escrow Holder and showing the real property transfer tax due, duly executed by Seller. Property tax based on the Declaration provided will be prorated as per sale date.

5.1.3 A fully executed Deed of Trust, in the form attached as Exhibit A.

5.1.4 Any other documents required by this Agreement to be delivered by Seller to Escrow Holder.

5.2 By Seller to Buyer. In connection with the Closing and recordation of the Deed, Seller shall deliver or cause to be delivered to Buyer the following items:

5.2.1 Possession of the Property.

5.3 By Buyer to Escrow. On or prior to the Closing Date, Buyer will deliver or cause to be delivered to Escrow Holder the following items which it shall receive from Escrow Holder:

5.3.1 Cash or other immediately negotiable funds equal to the cash payment set forth in Section 3.2, above, plus all other costs to effectuate the Closing.

5.3.2 A fully executed Deed of Trust, in the form attached as Exhibit A.

5.3.3 A State of Nevada Declaration of Value prepared by the Escrow Holder showing the real property transfer tax due, duly executed by Buyer.

5.3.4 Any other documents required by this Agreement to be delivered by Buyer to Escrow Holder.

5.3.5 Other Documents. Buyer and Seller will each deposit such other instruments as are reasonably required by Escrow Holder or otherwise reasonably required to close Escrow. Seller and Buyer hereby designate the Escrow Holder as the “Reporting Person” for the transaction pursuant to Section 6045(e) of the Internal Revenue Code.

6. **CONDITIONS TO CLOSE.**

6.1 Conditions Precedent to Buyer’s Obligations. The following conditions must be satisfied not later than the Closing Date or such other period of time as may be specified below and, as such, are conditions precedent to Buyer’s obligation to consummate the transaction contemplated by this Agreement in accordance with the terms of this Agreement:

6.1.1 Seller will have duly performed each and every agreement to be performed by Seller hereunder in all material respects.

6.1.2 Seller will have delivered the items described in Section 5.1.

6.1.3 There shall exist no pending or threatened actions, suits, arbitrations, claims, proceedings, insolvency, or other proceedings pending or threatened against Seller by any third party that would materially and adversely affect the value of the Property or Seller’s ability to perform its obligations under this Agreement.

6.1.4 As of the Closing, Escrow Holder will issue, or will have irrevocably committed to issue, the Title Policy (along with endorsements reasonably requested by Buyer in accordance with the terms of this Agreement) to Buyer.

6.1.5 The conditions set forth in this Section 6.1 are solely for the benefit of Buyer and may be waived only by Buyer. At all times, Buyer has the right to waive any such condition. Such waiver or waivers must be in writing to Seller.

6.2 Conditions Precedent to Seller’s Obligations. The following conditions must be satisfied not later than the Closing Date or such other period of time as may be specified below and, as such, are conditions precedent to Seller’s obligations to consummate the transaction contemplated by this Agreement in accordance with the terms of this Agreement:

6.2.1 Buyer will have duly performed each and every agreement to be performed by Buyer hereunder in all material respects.

6.2.2 Buyer shall have delivered to Escrow Holder the items described in Section 5.2.

6.2.3 Seller warrants that as of Closing there exist no pending or threatened actions, suits, arbitrations, claims, proceedings, insolvency or other proceedings pending or threatened against

Buyer by any third party that would materially and adversely affect Buyer's ability to perform its obligations under this Agreement.

6.2.4 As of the Closing, if requested by the Seller, Escrow Holder will issue, or will have irrevocably committed to issue, a Lender's Policy (along with endorsements reasonably requested by Seller in accordance with the terms of this Agreement) to Seller. Seller shall solely pay for any title policy for its benefit.

6.2.5 The conditions set forth in this Section 6.2 are solely for the benefit of Seller and may be waived only by Seller. At all times, Seller has the right to waive any such condition. Such waiver or waivers must be in writing to Buyer.

7. **DUE DILIGENCE.**

7.1 **Termination.** Buyer shall have the right, at any time up to and including the day on which the Due Diligence Period is to expire, to terminate this Agreement for any reason in Buyer's sole discretion upon written notice to Seller and Escrow Holder. During this time, Buyer may, if Buyer chooses to do so, investigate the following matters as well as any others that the Buyer determines to be relevant:

7.1.1 The physical condition of the Property and compliance of the Property with all applicable laws, including any laws relating to hazardous and toxic materials. Seller will allow Buyer and/or its agents access to the Property to perform any and all investigations and inspections desired by Buyer (provided that any entry will be subject to the provisions of Section 7.3).

7.1.2 All applicable government ordinances, rules, and regulations, including, without limitation, zoning and building regulations.

7.1.3 All licenses, permits, design standards and other governmental approvals and/or authorizations relating to the Property.

7.1.4 All agreements, contracts, documents, instruments, title reports, soil reports, environmental reports, surveys, books, and records relating to the Property.

7.2 **Notice of Termination.** If Buyer fails to terminate this Agreement as provided in Section 7.1, Buyer shall be deemed to have approved all matters pertaining to or affecting the Property and Buyer shall have no further right to terminate this Agreement pursuant to this Section 7.

7.3 **Access.** Buyer and Buyer's employees, representatives, consultants, and contractors will be afforded access to the Property for the purposes of conducting an investigation of the Property. Buyer agrees to give Seller reasonable notice prior to such entry. Buyer covenants and agrees to defend, indemnify, and hold Seller harmless from all losses, damages, liabilities, actions, suits, proceedings, claims, demands, assessments, judgments, costs, and expenses, including reasonable attorneys' fees, arising from personal injury or property damage caused by Buyer's entry upon the Property. This Section shall survive the Closing or sooner termination of this Agreement.

8. **“AS IS” PHYSICAL CONDITION OF PROPERTY.**

8.1 **As-Is/Where-Is Purchase.** Seller and Buyer have negotiated for the sale of the Property on an “AS IS, WITH ALL FAULTS” basis, and a fundamental premises underlying Seller’s willingness to enter into this Agreement is Buyer’s agreement to purchase the Property and consummate all aspects of the transaction which this Agreement contemplates on an “AS IS, WITH ALL FAULTS” basis. If this Agreement required Seller to make any representation or warranty, express or implied, relating to the Property or to accept any liability with respect to the Property, Seller would have required a materially higher Purchase Price for the Property (because of the contingent risk to the Seller of post-closing liability) or refused to sell the Property. Buyer acknowledges and represents as follows:

8.1.1 Buyer has taken the “AS IS, WITH ALL FAULTS” basis for sale of the Property into account in determining the Purchase Price for the Property, and that the Purchase Price incorporates whatever adjustment Buyer deemed necessary to reflect the risk Buyer is assuming in purchasing the Property “AS IS, WITH ALL FAULTS”.

8.1.2 If Seller agrees to make available to Buyer any information regarding the Property, Seller and its agents shall have no responsibility or liability for the completeness or accuracy of the information made available to Buyer and Buyer assumes and accepts the entire responsibility for interpreting and assessing the Property and Buyer will rely solely on Buyer’s own expertise and experience in commercial real estate projects in making Buyer’s decision to purchase the Property.

8.2 **No Representations or Warranties.** Seller makes no representation or warranty, express or implied, with respect to the physical condition of the Property or its suitability for any of Buyer’s purposes. No representation, warranty, agreement, statement, guaranty, or promise, if any, made by any person acting on behalf of Seller which is not contained in this Agreement will be valid or binding on Seller.

9. **TITLE.** At the Closing, the Seller shall convey title of the Property to the Buyer free and clear of all encumbrances with good and marketable title. Furthermore, Escrow Holder will cause the issuance to Buyer of a standard coverage title policy in an amount equal to the Purchase Price showing fee title to the Property vested in Buyer subject only to the Permitted Exceptions and the standard printed exceptions and conditions in the policy of title insurance (“Title Policy”). Escrow Holder, by closing the Escrow, shall be deemed to have irrevocably committed to cause the issuance of the Title Policy. Seller shall pay for a standard coverage policy and Buyer shall pay for any additional charges or fees for an extended form title policy, if Buyer desires an extended coverage policy. For the purposes of this paragraph 9, “Permitted Exceptions” means: (i) the lien of current real property taxes and assessments not yet due and payable; (ii) covenants, conditions and restrictions, rights of way, easements and other matters of the public record as of the date of recording; and (iii) other matters to which like properties are commonly subject which do not materially interfere with the use of the Property.

10. **ACTIONS OF ESCROW.** Upon completion of the deliveries pursuant to Sections 5.1 and 5.2, satisfaction of the other conditions to the Closing set forth in this Agreement, and performance by each Buyer and Seller of their respective obligations required to be performed prior to or at the Closing as set forth in this Agreement, Buyer and Seller shall direct Escrow Holder (i) to assemble original documents from the delivered counterparts, and to confirm that all

dates, other blanks and exhibits are properly completed; (ii) to record the original Deed in the official records of Clark County, Nevada, and conform one (1) copy of the foregoing with the recording information; (iii) to forward the same, along with an original counterpart of each of the other delivered documents, and a final closing statement to Buyer and Seller; (iv) to deliver, in cash or current funds, all sums due to the parties entitled thereto in accordance with the closing statements approved by Seller and Buyer, including, without limitation, the Cash Payment described in Section 3.2; and (v) to issue the Title Policy and the endorsements thereto in accordance with the terms of this Agreement.

11. **COSTS AND EXPENSES.**

11.1 **Seller.** Seller shall cover the fee required by the title company for the standard title policy referenced in Section 9, recording fees, the transfer tax required by Clark County, Nevada, and one-half of the escrow fees. Real property taxes and assessments, if any, shall be prorated as of Closing.

11.2 **Buyer.** Buyer shall cover the cost of any inspection of the Property and one-half of the escrow fees. Additionally, Buyer shall pay the incremental cost difference for an extended form title policy, if buyer desires to obtain such policy, and Buyer shall also pay for any endorsements to the title insurance policy. All other costs and expenses not identified in Section 11.1 or 11.2 will be the responsibility of Buyer unless otherwise agreed by the Buyer and Seller.

11.3 **Other Costs and Expenses.** Buyer and Seller will each pay their own legal fees and fees of other consultants incurred by Buyer and Seller respectively.

12. **REMEDIES.**

12.1 **Default by Seller.** In the event the Closing and the consummation of the transactions contemplated by this Agreement do not occur by reason of any default by Seller, Buyer will be entitled return of the EMD and Buyer may elect to (i) pursue an action for specific performance, or (ii) pursue any other remedy available to Buyer at law or in equity.

12.2 **Default by Buyer.** If the Closing does not occur and the agreement is not cancelled by Buyer in accordance with this agreement during the Due Diligence Period, Buyer and Seller agree that Seller may (i) retain the EMD as liquidated damages which is in fact a reasonable estimate of the damages Seller would incur upon a default by Buyer or (ii) Seller shall have the right to recover from Buyer Seller's actual damages or pursue any other remedy available to Buyer at law or in equity.

Seller's Initials

Buyer's Initials

12.3 **Liability Limitations.** Subject to any limits set forth in law, including those set forth in NRS Chapter 41, each party shall be responsible for all liability, claims, actions, damages, losses, and expenses caused by or that are the result of omissions of its officers and employees. In the event of concurrent negligence of the parties, each party shall be responsible for payment of any claim or judgment in proportion to the percentage fault attributed by that party, subject to any limits set forth in law, including those set forth in NRS Chapter 41.

Seller's Initials

Buyer's Initials

12.4 **Business License**. The Seller may suspend or revoke the business license of the Buyer if the Seller determines that the Buyer is not in compliance with this Agreement. If the Buyer's business license is suspended or revoked pursuant to this subsection, the Seller shall provide written notice of the action to the Buyer thirty (30) days prior to suspension or revocation, during which period Buyer may remedy the deficiency.

13. **BROKERS**. The Parties acknowledge that no brokers or other real estate professionals are involved in this transaction; therefore, no commission will be paid by the Seller.

14. **RISK OF LOSS**. In the event that, after the Effective Date but prior to the Closing, either (a) all or any portion of the Property is taken pursuant to or in lieu of and under threat of eminent domain proceedings, or (b) the occurrence of any "material damage or destruction" to any of the Property by any casualty, or (c) any possible or anticipated condemnation action reasonably anticipated by the Seller, Seller shall promptly notify Buyer in writing thereof. Buyer may elect to terminate this Agreement by providing written notice to Seller within five (5) business days following receipt of written notice thereof from Seller, whereupon the EMD shall be returned to Buyer and neither party shall have any further rights or obligations under this Agreement except as to those provisions of this Agreement which provide that the same shall survive the termination hereof. If Buyer does not elect to terminate this Agreement, Buyer shall be deemed to have elected to complete the transactions contemplated hereunder. Under such circumstances, or if the damage is not material, Seller shall have no obligation to repair or replace any damage or destruction, and Seller shall, at the Closing, assign to Buyer all claims of Seller respecting any condemnation or casualty insurance coverage, as applicable, and all proceeds thereof received by Seller prior to the Closing (other than proceeds applicable to damage which shall have been repaired by Seller prior to the Closing and rent loss proceeds for the period prior to Closing). For purposes of this Section 14, "material damage or destruction" shall mean any damage or destruction where the estimated cost of repair of the same is in excess of Five Hundred Thousand Dollars (\$500,000).

15. **NOTICES**.

15.1 **Notice**. Any and all notices and demands by or from any party required or desired to be given under this Agreement shall be in writing and shall be validly given or made if served via email, personally, or regular United States mail. So long as a notice or demand is served as set forth in this paragraph, service shall be conclusively deemed given upon transmission, receipt, or attempted delivery, whichever is sooner.

Any notice or demand to the Seller shall be addressed as:

City of Mesquite, Nevada
C/O City Manager
10 E. Mesquite BLVD
Mesquite, NV 89027
citymanager@mesquitenv.gov
with a copy to:
attorney@mesquitenv.gov

Any notice or demand to the Buyer shall be addressed as:
Hawaii Food Carts, LLC
530 E. Uahi
Wailuku, Maui, Hawaii 96793
Email: _____

To Escrow Holder: _____
Attn: _____

15.2 Changes. A party hereto may change its address for the purpose of receiving notices or demands as herein provided by a written notice given in the manner aforesaid to the other party hereto.

16. **MISCELLANEOUS.**

16.1 Nevada Law. The laws of the State of Nevada shall govern the validity, construction, performance, and effect of this Agreement, without regard to such state's conflicts of laws principles. Any action brought regarding this Agreement shall be brought in the state or federal courts located in Clark County, Nevada.

16.2 Successors. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

16.3 Assignment. Neither party may assign its rights under this agreement without the written consent of the other party.

16.4 Non-Waiver. The failure to enforce or the delay in enforcement of any provision of this Agreement by a party hereto or the failure of a party to exercise any right hereunder shall in no way be construed to be a waiver of such provision or right (or of any other provision or right hereof whether of a similar or dissimilar nature) unless such party expressly waives such provision or right in writing.

16.5 Partial Invalidity. If any term, provision, covenant, or condition of this Agreement, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void, or unenforceable, all provisions, covenants, and conditions of this Agreement, and all applications thereof, not held invalid, void, or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

16.6 Attorneys' Fees. In the event any action is commenced by either party against the other in connection herewith (including any action to lift a stay or other bankruptcy proceeding), the unsuccessful party shall pay the costs and expenses, including reasonable attorneys' fees, as determined by the court, of the prevailing party.

16.7 Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained herein and supersedes all prior representations,

agreements, and understandings of the parties, including any “letter of intent”, “letter of understanding”, or similar documents. No addition to or modification of this Agreement shall be binding unless executed in writing by the parties hereto.

16.8 Time is of Essence. Time is of the essence in the performance of the parties’ respective obligations set forth in this Agreement and all the terms, provisions, covenants, and conditions hereof.

16.9 Recordation of Agreement. Buyer acknowledges, covenants and agrees that Seller may record this Agreement with the County Recorder of Clark County, Nevada.

16.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same Agreement. Any signature page of this Agreement may be detached from any counterpart without impairing the legal effect of any signatures thereon, and may be attached to another counterpart, identical in form thereto, but having attached to it one or more additional signature pages. To facilitate execution of this Agreement, the parties may execute and exchange by telephone facsimile counterparts of the signature pages.

16.11 Headings. The headings of the various paragraphs of this Agreement have been inserted only for convenience, and shall not be deemed in any manner to modify or limit any of the provisions of this Agreement, or be used in any manner in the interpretation of this Agreement.

16.12 Interpretation. Whenever the context so requires, all words used in the singular shall be construed to have been used in the plural (and vice versa), each gender shall be construed to include any other genders, and the word “person” shall be construed to include a natural person, a corporation, a firm, a partnership, a joint venture, a trust, an estate, or any other entity.

16.13 Further Assurances. In addition to the acts and deed recited herein and contemplated to be performed, executed, or delivered by Seller or Buyer, Seller and Buyer hereby agree to perform, execute, and deliver, or cause to be performed, executed, and delivered, on the Closing Date or thereafter, any and all such further acts, deeds, and assurances as Buyer or Seller, as the case may be, may reasonably require in order to consummate fully the transactions and agreements contemplated hereunder.

16.14 Waiver of Jury. To the extent permitted by applicable law, the Parties hereby waive any right to trial by jury in any legal proceedings arising out of or relating to this Agreement or the transactions contemplated by this Agreement.

16.15 Dates. The term “business day” shall mean calendar days other than a Saturday, Sunday, or national or State of Nevada holiday. If any dates hereunder for the taking of some action or the expiration of some time period fall on a day that is not a business day, such date shall be the next following business day.

16.16 Submission. The submission of this Agreement for examination and/or execution hereof does not constitute a reservation of or option for the Property and this Agreement becomes effective only upon execution and delivery thereof by Buyer and Seller.

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement as of the day and year first above written.

Seller:
City of Mesquite, Nevada

Buyer:
Hawaii Food Carts, LLC

Allan S. Litman, Mayor

Jon Noland, Manager

Dated: _____

Dated: _____

ATTEST:

Tracy Beck, City Clerk

APPROVED AS TO FORM:

Adam Anderson, Interim City Attorney

Notary Blocks to Follow

STATE OF NEVADA)
 :ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on August ____, 2021 by Allan S. Litman as Mayor for THE CITY OF MESQUITE, NEVADA, a municipal corporation.

Notary Public

STATE OF NEVADA)
 :ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on August ____, 2021 by Jon Noland, the duly authorized Manager of Hawaii Food Carts, LLC, a Hawaii limited liability company.

Notary Public

JOINDER BY ESCROW HOLDER

Fidelity National Title joins this Agreement for the purposes of acknowledging receipt of this Agreement, agreeing to act as Escrow Holder under this Agreement, accepting the instructions contained herein, and to confirm that the Opening of Escrow occurred on the ____ day of _____, 2021, and that the Earnest Money Deposit has been received.

Signature

Print Name

Title

Escrow Number: _____

Exhibit A

LEGAL DESCRIPTION

Lots Ten (10) and Eleven (11) of Amended Final Map of Technology and Commerce Center commercial subdivision Phase I as shown by map there of file in Book 124 of Plats, Page 38 in the Office of the County Recorder of Clark County, Nevada.

APN 002-13-310-005, 002-13-310-006

Lot A12 of THIRD AMENDED FINAL MAP OF TECHNOLOGY & COMMERCE CENTER, as shown by map thereof on file in Book 140 of Plats, page 97, in the Office of the County Recorder, Clark County, Nevada.

APN 002-13-413-001

Exhibit B

WHEN RECORDED, MAIL TO:
The City of Mesquite, Nevada
Attn: City Manager
10 East Mesquite Boulevard
Mesquite, Nevada 89027

MAIL TAX STATEMENTS TO:
Hawaii Food Carts, LLC
Attn: Jon Noland

APNs: 002-13-310-005; 002-13-310-006; 002-13-413-001

DEED OF TRUST
WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this ____ day of _____, 2021, by and between Hawaii Food Carts, LLC, a Hawaii Limited Liability Company, herein called the TRUSTOR, whose address is _____, Fidelity National Title Company, a duly authorized title company licensed to practice within the State of Nevada of 736 West Pioneer Boulevard, Suite #101, Mesquite, Nevada 89027, as TRUSTEE, and the City of Mesquite, a Nevada Municipal Corporation of 10 East Mesquite Boulevard, Mesquite Nevada 89027, as BENEFICIARY.

WITNESSETH: That the Trustor IRREVOCABLY GRANTS, CONVEYS, TRANSFERS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, the following described property, situated in Clark County, State of Nevada (hereafter the "Property"):

See Exhibit "A" incorporated herein by this reference.

Together with all buildings, fixtures and improvements thereon and all water rights, rights of way, easements, rents, issues, appurtenances thereunto belonging, now or hereafter used or enjoyed with said property, or any part thereof.

SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon

Beneficiary to collect and apply such rents, issues, and profits.

FOR THE PURPOSE OF SECURING THE FOLLOWING:

- A. The payment of the indebtedness and payment obligations as specifically set forth in that certain Purchase and Sale Agreement and Joint Escrow Instructions dated August ____, 2021, entered into by and between the Trustor and the Beneficiary, in the principal sum of not more than \$607,500.00, to be paid or otherwise satisfied by the Trustor to the Beneficiary at the times, in the manner and as set forth therein, and any extensions and/or renewals or modifications thereof;
- B. The performance of each agreement and obligation of Trustor contained in this Deed of Trust;
- C. The performance of each agreement and obligation contained in the above-referenced Purchase and Sale Agreement; and
- D. The payment of all sums expended or advanced by Beneficiary under the above-referenced Purchase and Sale Agreement, or pursuant to the terms of this Deed of Trust, together with the interest thereon as herein provided.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

- 1. To keep said property in good condition and repair; not to remove or demolish any building thereon, to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged, or destroyed thereon; to comply with all laws, covenants and restrictions affecting said property; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
- 2. To provide and maintain insurance, of such type or types and amounts as Beneficiary may require, on the improvements now existing or hereafter erected or placed on said property. Such insurance shall be carried in companies approved by Beneficiary with loss payable clauses in favor of and in form acceptable to Beneficiary. In the event of loss, Trustor shall give immediate notice to Beneficiary, who may make proof of loss, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiary instead of to Trustor and Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by Beneficiary, at its option, to reduction of the indebtedness and payment obligations hereby secured or to the restoration or repair of the property damaged.
- 3. To deliver to, pay for and maintain with Beneficiary until the indebtedness and payment obligations secured hereby is paid in full, such evidence of title as Beneficiary may require, including abstracts of title or policies of title insurance and any extensions or renewals thereof or supplements thereto.
- 4. To appear in and defend any action or proceeding purporting to affect the security hereof, the title to said property, or the rights or powers of Beneficiary or Trustee; and should Beneficiary or Trustee elect to also appear in or defend any such action or proceeding, to pay all costs and

expenses, including cost of evidence of title and attorney's fees in a reasonable sum incurred by Beneficiary or Trustee.

5. To pay, at least 10 days before delinquency, all taxes and assessments affecting said property, including all assessments upon water company stock and all rents, assessments and charges for water, appurtenant to or used in connection with said property; to pay, when due, all encumbrances, charges, and liens with interest, on said property or any part thereof, which at any time appear to be prior or superior hereto; to pay all costs, fees, and expenses of this Deed of Trust.

6. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, without obligation to do so and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may; make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee having authorized to enter upon said property for such purposes; commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights of powers of Beneficiary or Trustee; pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, incur any liability, expend whatever amount in its absolute discretion it may deem necessary therefor, including cost of evidence of title, employ counsel, and pay its reasonable fees.

7. To pay immediately and without demand all sums expended hereunder by Beneficiary or Trustee, with interest from date of expenditure at the rate of Five Percent (5.0%) per annum until paid, and the repayment thereof shall be secured hereby.

IT IS MUTUALLY AGREED THAT:

8. Should said property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or damaged by fire, or earthquake, or in any other manner, Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefor, and shall be entitled at its option to commence, appear in and prosecute in its own name, any action or proceedings, or to make any compromise or settlement, in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds, including the proceeds of any policies of fire and other insurance affecting said property, are hereby assigned to Beneficiary, who may after deducting therefrom all its expenses, including attorney's fees, apply the same on any indebtedness or payment obligations secured hereby. Trustor agrees to execute such further assignments of any compensation, award, damages, and rights of action and proceeds as Beneficiary or Trustee may require.

9. At any time and from time to time upon written request of Beneficiary, payment of its fees and presentation of this Deed of Trust, without affecting the liability of any person for the payment of the indebtedness and payment obligations secured hereby, Trustee may do any of the following:

9.1 Join in granting any easement or creating any restriction on the property.

9.2 Join in any subordination or other agreement affecting this Deed of Trust or the lien or charge thereof.

9.3 Reconvey, without warranty, all or any part of said property. The grantee in any

reconveyance, may be described as "the person or persons entitled thereto", and the recitals therein of any matter or facts shall be conclusive proof of the truthfulness thereof. Trustor agrees to pay reasonable Trustee's fees for any of the services mentioned in this paragraph.

10. As additional security, Trustor hereby assigns Beneficiary, during the continuance of this trust, all rents, issues, royalties, and profits of the property affected by this Deed of Trust and of any personal property located thereon. Until Trustor shall default in the payment of any indebtedness or payment obligations secured hereby or in the performance of any agreement hereunder or under the above-referenced Purchase and Sale Agreement, Trustor shall have the right to collect all such rents, issues, royalties, and profits earned prior to default as they become due and payable. If Trustor shall default as aforesaid, Trustor's right to collect any of such monies shall cease and Beneficiary shall have the right, with or without taking possession of the property affected hereby, to collect all rents, royalties, issues, and profits. Failure or discontinuance of Beneficiary at any time or from time to time to collect any such monies shall not in any manner affect the subsequent enforcement by Beneficiary of the right, power, and authority to collect the same. Nothing contained herein, nor the exercise of the right by Beneficiary to collect, shall be, or be construed to be, an affirmation by Beneficiary of any tenancy, lease or option, nor an assumption of liability under, not a subordination of the lien or charge of this Deed of Trust to any such tenancy, lease, or option.

11. Upon any default by Trustor hereunder or under the above-referenced Purchase and Sale Agreement, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court (Trustor hereby consenting to the appointment of Beneficiary as such receiver), and without regard to the adequacy of any security for the indebtedness and payment obligations hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue for or otherwise collect said rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness and payment obligations secured hereby, and in such order as Beneficiary may determine.

12. The entering upon and taking possession of said property, the collection of such rents, issues, and profits, or the proceeds of fire and other insurance policies, or compensation or awards for any taking or damage of said property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

13. The failure on the part of Beneficiary to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Beneficiary of any default shall not constitute a waiver of any other or subsequent default.

14. Time is of the essence hereof. Upon default by Trustor in the payment of any indebtedness or payment obligations secured hereby or in the performance of any agreement hereunder or under the above-referenced Purchase and Sale Agreement, all sums secured hereby shall immediately become due and payable at the option of Beneficiary. In the event of such default, Beneficiary may execute or cause Trustee to execute a written notice of default and election to cause said property to be sold to satisfy the obligations hereof, and Trustee shall file such notice for record in each county wherein said property or some part of parcel thereof is situated. Beneficiary also shall deposit with Trustee, the note and all documents evidencing expenditures secured hereby.

15. After the lapse of such time as may then be required by law following the recordation of said Notice of Default, and the Notice of Default and Notice of Sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property on the date and at the time and place designated in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which such property, if consisting of several known lots or parcels, shall be sold), at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. The person conducting the sale may, for any cause he deems expedient, postpone the sale from time to time until it shall be completed and, in every case, notice of postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale; provided, if the sale is postponed for longer than one day beyond the day designated in the Notice of Sale, notice thereof shall be given in the same manner as the original Notice of Sale. Trustee shall execute and deliver to the purchaser its Deed conveying said property so sold, but without any covenant or warranty, express or implied. The recitals in the Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Beneficiary, may bid at the sale. Except as may be otherwise provided by law, Trustee shall apply the proceeds of the sale to payment of (1) the costs and expenses of exercising the power of sale and of the sale, including the payment of the Trustee's and attorney's fees; (2) cost of any evidence of title procured in connection with such sale, recording fees, and transfer tax, if any, associated with Trustee's Deed; (3) all sums expended under the terms hereof, not then repaid, with accrued interest at 8% per annum from date of expenditure; (4) all other sums then secured hereby; and (5) the remainder, if any, to the person or persons legally entitled thereto, or the Trustee, in its discretion, may deposit the balance of such proceeds with the County Clerk of the county in which the sale took place.

16. Upon the occurrence of any default hereunder or under the above-referenced Purchase and Sale Agreement, Beneficiary shall have the option to declare all sums secured hereby immediately due and payable and foreclose this Deed of Trust in the manner provided by law for the foreclosure of mortgages on real property and Beneficiary shall be entitled to recover in such proceeding all costs and expenses incident thereto, including a reasonable attorney's fee.

17. Beneficiary may appoint a successor trustee at any time by filing for record in the office of the County Recorder of each county in which said property or some part thereof is situated, a Substitution of Trustee. From the time the substitution is filed for record, the new trustee shall succeed to all the powers, duties, authority and title of the Trustee named herein or of any successor trustee. Each such substitution shall be executed and acknowledged, and notice thereof shall be given and proof thereof made, in the manner provided by law.

18. This Deed of Trust shall apply to, inure to the benefit of, and bind all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. All obligations of Trustor hereunder are joint and several. In this Deed of Trust, whenever the context requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

19. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party, unless brought by Trustee.

20. The property subject hereto shall not be sold, assigned or leased without the prior written consent of the Beneficiary.

21. The Beneficiary's written consent shall be required prior to Trustor placing any additional encumbrances upon the property.

22. Beneficiary reserves the right to change the Trustee at any time without advance notice to the Trustee or Trustor.

23. All Parties acknowledge that there is no promissory note associated with this Deed of Trust. Rather, the above-referenced Purchase and Sale Agreement between the City of Mesquite (Beneficiary) and Hawaii Food Carts, LLC (Trustor), shall serve to establish the performance requirements associated with this Deed of Trust.

24. This Deed of Trust shall be construed according to the laws of the State of Nevada.

25. The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to the address herein set forth.

BENEFICIARY:
City of Mesquite, Nevada

TRUSTOR:
Hawaii Food Carts, LLC

Allan S. Litman, Mayor

Jon Noland, Manager

Dated: _____

Dated: _____

ATTEST:

Tracy Beck, City Clerk

APPROVED AS TO FORM:

Adam Anderson, Interim City Attorney

STATE OF NEVADA)
 :SS.
CLARK COUNTY)

On this _____ day of March, 2021, personally appeared before me Jon Noland, the duly authorized Manager of Hawaii Food Carts, LLC, a Hawaii Limited Liability Company, who being duly authorized to do so, executed the foregoing instrument for the purposes set forth therein.

NOTARY PUBLIC

STATE OF NEVADA)
 :SS.
CLARK COUNTY)

On this _____ day of March, 2021, personally appeared before me Allan Litman, Mayor of the City of Mesquite, Nevada, a Nevada Municipal Corporation, who, being duly authorized to do so, executed the foregoing instrument for the purposes set forth therein.

NOTARY PUBLIC

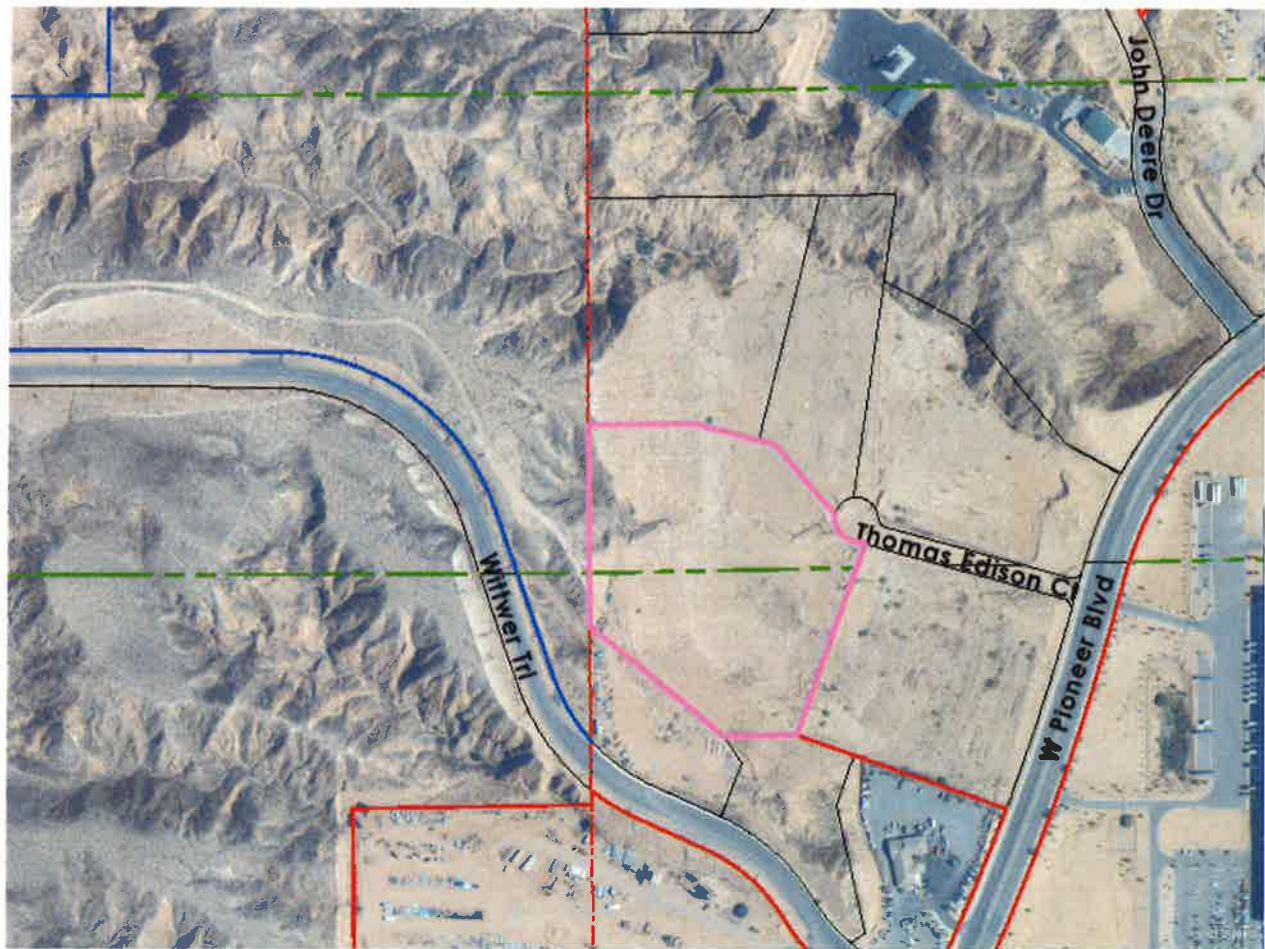
EXHIBIT A
to Deed of Trust

Lots Ten (10) and Eleven (11) of Amended Final Map of Technology and Commerce Center commercial subdivision Phase I as shown by map there of file in Book 124 of Plats, Page 38 in the Office of the County Recorder of Clark County, Nevada.

APN 002-13-310-005, 002-13-310-006

Lot A12 of THIRD AMENDED FINAL MAP OF TECHNOLOGY & COMMERCE CENTER, as shown by map thereof on file in Book 140 of Plats, page 97, in the Office of the County Recorder, Clark County, Nevada.

APN 002-13-413-001



The MAPS and DATA are provided without warranty of any kind, expressed or implied.
Date Created: 09/08/2021

Property Information

Parcel: 00213413001
Owner Name(s): CITY OF MESQUITE
Site Address: 190 THOMAS EDISON CT
Jurisdiction: Mesquite - 89034
Zoning Classification: Industrial - Light (IR-1)
Planned Landuse:

Misc Information

Subdivision Name: THIRD AMD FINAL MAP TECHNOLOGY
Lot Block: Lot:A12 Block:
Sale Date: Not Available
Sale Price: Not Available
Recorded Doc Number: 20030507 00001426
Flight Date: 4/27/2020

Construction Year:

T-R-S: 13-70-13
Census tract: 5904
Estimated Lot Size: 11.31

Elected Officials

Commission: B - Marilyn Kirkpatrick (D)
US Senate: Jacky Rosen, Catherine Cortez-Masto
State Senate: 12 - Joe Hardy (R)
School District: B - Katie Williams
Board of Education: 4 - Rene Cantu

City Ward:

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



The MAPS and DATA are provided without warranty of any kind, expressed or implied.
Date Created: 09/08/2021

Property Information

Parcel: 00213310006
Owner Name(s): CITY OF MESQUITE
Site Address: 185 THOMAS EDISON CT
Jurisdiction: Mesquite - 89034
Zoning Classification: Industrial - Light (IR-1)

Planned Landuse:

Misc Information

Subdivision Name: TECHNOLOGY
Lot Block: Lot:11 Block:
Sale Date: Not Available
Sale Price: Not Available
Recorded Doc Number: 20030507 00001426
Flight Date: 4/27/2020

Construction Year:

T-R-S: 13-70-13

Census tract: 5904

Estimated Lot Size: 8.26

Elected Officials

Commission: B - Marilyn Kirkpatrick (D)
US Senate: Jacky Rosen, Catherine Cortez-Masto
State Senate: 12 - Joe Hardy (R)
School District: B - Katie Williams
Board of Education: 4 - Rene Cantu

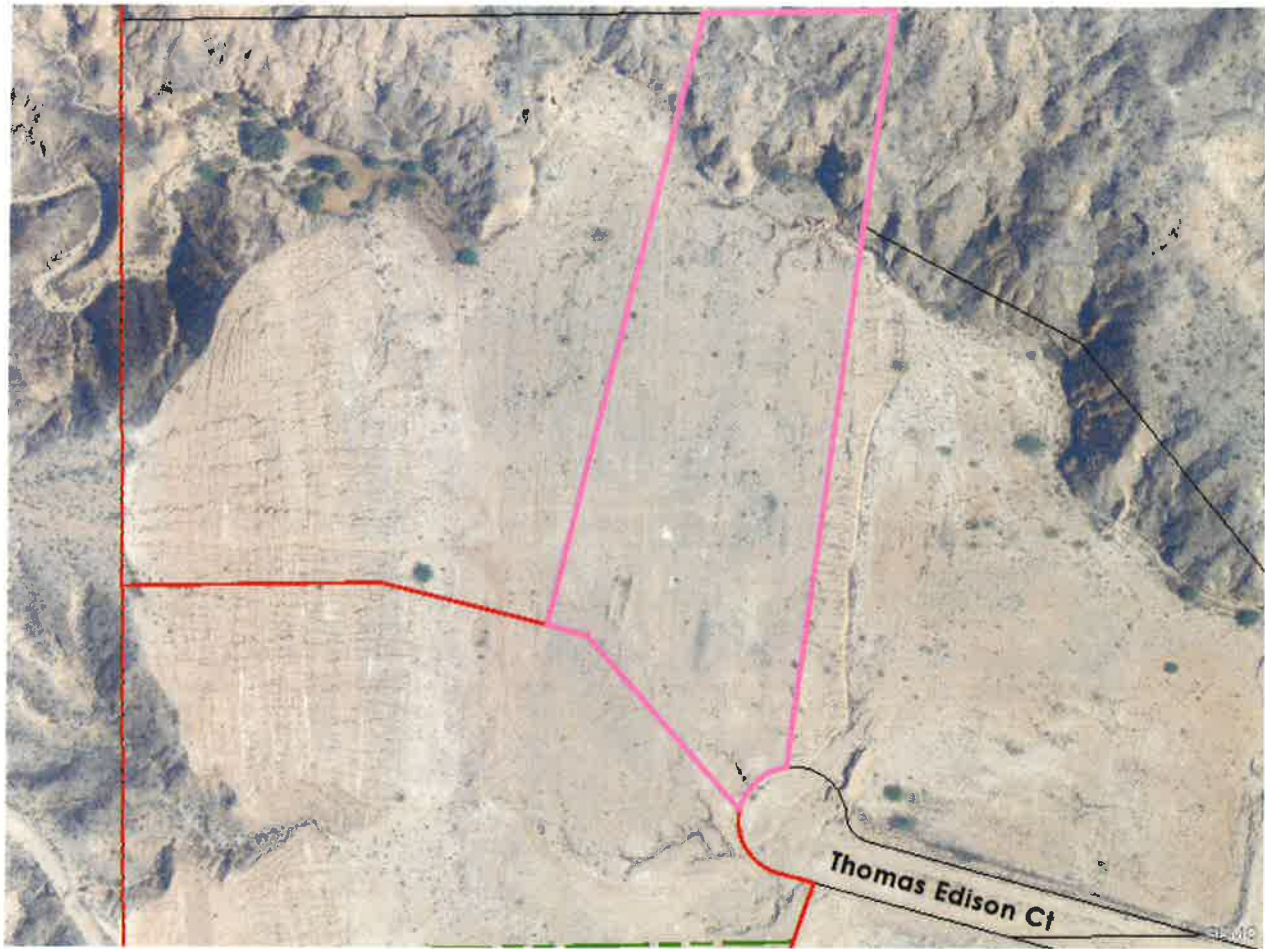
City Ward:

US Congress: 4 - Steven A. Horsford (D)

State Assembly: 19 - Ann Black (R)

University Regent: 8 - Cathy McAdoo

Minor Civil Division: Mesquite



The MAPS and DATA are provided without warranty of any kind, expressed or implied.
Date Created: 09/08/2021

Property Information

Parcel: 00213310005
Owner Name(s): CITY OF MESQUITE
Site Address: 165 THOMAS EDISON CT
Jurisdiction: Mesquite - 89034
Zoning Classification: Industrial - Light (IR-1)
Planned Landuse:

Misc Information

Subdivision Name: TECHNOLOGY
Lot Block: Lot:10 Block:
Sale Date: 08/2005
Sale Price: \$86,080
Recorded Doc Number: 20071016 00003336
Flight Date: 4/27/2020

Construction Year:
T-R-S: 13-70-13
Census tract: 5904
Estimated Lot Size: 4.52

Elected Officials

Commission: B - Marilyn Kirkpatrick (D)
US Senate: Jacky Rosen, Catherine Cortez-Masto
State Senate: 12 - Joe Hardy (R)
School District: B - Katie Williams
Board of Education: 4 - Rene Cantu

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

APPRAISAL REPORT

of
Vacant Industrial Parcels
Northern and Southern Boundary
of Thomas Edison Court
Mesquite, Nevada 89027

Prepared For:
Janice Ridondo
Community Resources Manager
City of Mesquite
10 E. Mesquite Boulevard
Mesquite, Nevada 89027

Effective Date of Value:
April 14, 2021

Date of the Report:
April 19, 2021



Johnson Appraisal, Inc.

Daniel Johnson, MAI, SRA
782 S. River Road, #104
St. George, Utah 84790
Office - (435) 674-2191
Mobile - (435) 680-2191
Email - johnson@infowest.com

JOHNSON APPRAISAL, INC.

REAL ESTATE APPRAISERS
782 S. RIVER ROAD, #104
ST. GEORGE, UTAH 84790

DANIEL JOHNSON, MAI, SRA
RYAN JOHNSON
CRAIG JOHNSON

TELEPHONE
(435) 674-2191

April 19, 2021

Janice Ridondo
Community Resources Manager
City of Mesquite
10 E. Mesquite Boulevard
Mesquite, Nevada 89027

Dear Ms. Ridondo:

I have completed an investigation and appraisal of three vacant parcels located on the northern and southern boundary of Thomas Edison Court northwest of Pioneer Boulevard in the southwestern section of the City of Mesquite, County of Clark, State of Nevada. The properties are legally described on page 9 of this appraisal report.

This report has been prepared in conformity with the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute and the 2020-2021 Edition of the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation.

The parcels are located along the northern and southern boundaries of the future extension of Thomas Edison Court northwest of Pioneer Boulevard in the western section of the City of Mesquite. The parcels contain from 4.52 to 11.31 acres of total area. The frontage road, commonly known as Thomas Edison Court is currently unimproved along the subject parcels. Access is to be provided by Thomas Edison Court, which is a dedicated road that has not been final graded, improved with utilities, asphalt paving, or finished with concrete curbs, gutters, and sidewalks.

The market values of the parcels, based on the hypothetical condition that Thomas Edison Court has already been extended to provide access to the three parcels and has been fully improved, with an effective date of April 14, 2021, are:

Market Value Estimates			
Parcel No.	Total Parcel Area	Useable Parcel Area	Market Value Estimate
002-13-310-005	4.52 Acres	3.50 Acres	\$190,000
002-13-310-006	8.26 Acres	2.50 Acres	\$135,000
002-13-413-001	11.31 Acres	6.50 Acres	\$350,000

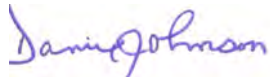
Janice Ridondo
April 19, 2021
Page 2

The frontage road, Thomas Edison Court, is currently unfinished from Pioneer Boulevard. The market value estimates are based on the hypothetical condition that this road has already been extended to provide legal and physical access to each parcel, the road is finished with asphalt paving, concrete curbs, and gutters, and all available public utilities have been extended and are available for connection to the subject parcels.

The use of this hypothetical condition has an effect on the assignment results.

The market values of the properties are estimates assuming an exposure time of six months to one year prior to the hypothetical consummation of a sale based on the effective date of the appraisal. This appraisal is made subject to the Certification and Assumptions and Limiting Conditions, which are contained on pages 3 through 5 of this report.

Sincerely,



Daniel Johnson, MAI, SRA
Nevada State Certified General Appraiser
Certificate No. A.0001198-CG
Expires August 31, 2021

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Addenda

Professional Qualifications of Daniel Johnson, MAI, SRA

PHOTOGRAPHS OF THE PROPERTIES



View of Parcel No. 002-13-413-001 in a southwesterly direction from the southern boundary of the future extension of Thomas Edison Court.



View of Parcel No. 02-13-413-001 in a southerly direction from the southern boundary of the future extension of Thomas Edison Court.



View of Parcel No. 002-13-310-006 in a northerly direction from the southern boundary of the future extension of Thomas Edison Court.



View of Parcel No. 002-13-310-005 in a northerly direction from the southern boundary of the future extension of Thomas Edison Court.

CERTIFICATION

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

The statements of fact contained in this report are true and correct.

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analysis, opinions, and conclusions.

I have no present or prospective interest in the properties that are the subject of this report and no personal interest with respect to the parties involved. I have no bias with respect to the properties that are the subject of this report or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation for completing this assignment is not contingent upon the development or reporting of predetermined values or directions in value that favor the cause of the client, the amount of the value opinions, the attainment of stipulated results, or the occurrence of subsequent events directly related to the intended use of this appraisal.

My state certifications have not been revoked, suspended, canceled, or restricted.

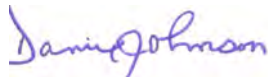
I have performed no other services, as an appraiser or in any other capacity, regarding the properties that are the subject of this report within the three-year period immediately preceding acceptance of the assignment.

I have the appropriate knowledge and experience to complete this assignment competently. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute. This report has also been completed in accordance with the 2020-2021 Edition of the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation.

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives. As of the date of this report, I have completed the continuing education program for Designated Members of the Appraisal Institute.

On April 14, 2021, I conducted a personal inspection of the properties that are the subject of this report. No one provided significant real property appraisal assistance to the person signing this certification.

Sincerely,



Daniel Johnson, MAI, SRA
Nevada State Certified General Appraiser
Certificate No. A.0001198-CG
Expires August 31, 2021

ASSUMPTIONS AND LIMITING CONDITIONS

Legal Matters

The legal descriptions contained in this report were not confirmed by survey and are assumed to be correct. No responsibility is assumed in connection with a survey or for encroachments, overlapping, or other discrepancies that might be revealed. Exhibits and sketches included in the report are for illustration only to aid the reader in visualizing the properties and are not necessarily the result of a survey.

No responsibility is assumed for an opinion of legal nature, including ownership of the properties or the condition of title. Information related to ownership and the legal descriptions was obtained from public records and is considered reliable. The appraiser assumes that the titles are marketable and not encumbered by adverse easements and restrictions.

Unapparent Conditions

The appraiser assumes that there are no hidden or unapparent conditions of the properties which would render them more or less valuable. The appraiser is not an expert in determining the presence or absence of hazardous substances, defined as all hazardous or toxic materials, waster pollutants, or contaminants (including, but not limited to, asbestos, PCB, UFFI, or other raw materials or chemicals) present on the properties.

The appraiser assumes no responsibility for studies or analysis which would be required to conclude the presence or absence of such substances or for the loss as a result of the presence of such substances. If desired, the client is urged to retain an expert in the field. The value estimates are based on the premise that the subject properties are not so affected.

No opinion is expressed as to the value of subsurface oil, gas, or mineral rights, or whether the properties are subject to surface entry for the exploration or removal of such materials.

Information and Data

Information, estimates, and opinions furnished to the appraiser and contained in the report, were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished to the appraiser can be assumed.

All mortgages, liens, encumbrances, and servitudes have been disregarded unless so specified in the appraisal report. The properties are appraised as though under responsible ownership and competent management.

Zoning and Licenses

It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconforming use has been stated, defined, and considered in the valuations. It is assumed

that the subject properties comply with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the valuations.

It is assumed that the information relating to the location of or existence of public utilities obtained from inquiry from the appropriate utility authority, or has been ascertained from visual evidence, is correct. No warranty has been made regarding the exact location or capacities of public utility systems.

It is assumed that all required licenses, consents, or other legislative or administrative authority from local, state, or national governmental, private entity, organization have been, or can be, obtained or renewed for any use on which the value estimates contained in this report are based.

General Limiting Conditions

This report is intended to comply with the reporting requirements set forth under Standard Rule 2-2(a) of the 2020-2021 Edition of the Uniform Standards of Professional Appraisal Practice for an Appraisal Report. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.

The appraiser will not be required to give testimony or appear in court due to preparing the appraisal with reference to the properties in question.

Possession of the report does not carry with it the right of publication. Out-of-context quoting from or partial reprinting of this appraisal report is not authorized. Neither all nor any part of this report shall be disseminated to the general public without the prior written consent of the appraiser.

The date of value, to which the conclusions and opinions expressed in the report apply, is set forth in the Letter of Transmittal. Further, the dollar amount of the value opinions rendered in this report are based upon the purchasing power of the U.S. Dollar existing on that date.

Disclosure of the contents of this report is governed by the Bylaws and Regulations of the Appraisal Institute. Neither all nor any part of the contents of this report (especially any conclusions as to the values, the identity of the appraiser or the firm with which he is connected, or any reference to the Appraisal Institute or to the appraisal designations) shall be disseminated to the public through advertising media, public relations media, news media, sales media, or any other public means of communication without prior written consent and approval of the appraiser.

No environmental or concurrency impact studies were either requested or made in conjunction with this appraisal report. The appraiser reserves the right to alter, amend, revise, or rescind of the value opinions based upon any subsequent environmental or concurrency impact studies, research, or investigations.

The appraiser reserves the right to make such adjustments to the analyses, opinions, and conclusions set forth in this report as may be required by consideration of additional data or more reliable data that may become available.

EXTRAORDINARY ASSUMPTIONS AND HYPOTHETICAL CONDITIONS

Extraordinary Assumptions

An extraordinary assumption is defined in the 2020-2021 Uniform Standards of Professional Appraisal Practice (USPAP), page 4, as:

An assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

Page 17 of USPAP states the cases in which an extraordinary assumption may be used in an assignment:

- It is required to properly develop credible opinions and conclusions;
- the appraiser has a reasonable basis for the extraordinary assumption;
- use of the extraordinary assumption results in a credible analysis; and
- the appraiser complies with the disclosure requirements set forth in USPAP for extraordinary assumptions.

The market value estimates are not subject to any extraordinary assumptions.

Hypothetical Conditions

A hypothetical condition is defined in the 2020-2021 Uniform Standards of Professional Appraisal Practice (USPAP), page 4, as:

A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

Page 17 of USPAP states the cases in which a hypothetical condition may be used in an assignment:

- Use of the hypothetical condition is clearly required for legal purposes, for purposes of reasonable analysis, or for purposes of comparison;
- use of the hypothetical condition results in a credible analysis; and
- the appraiser complies with the disclosure requirements set forth in USPAP for hypothetical conditions.

The frontage road, Thomas Edison Court, is currently unfinished from Pioneer Boulevard. The market value estimates are based on the hypothetical condition that this road has already been extended to provide legal and physical access to each parcel, the road is finished with asphalt paving, concrete curbs, and gutters, and all available public utilities have been extended and are available for connection to the subject parcels.

The use of this hypothetical condition has an effect on the assignment results.

EXECUTIVE SUMMARY

Location	The northern and southern boundary of Thomas Edison Court northwest of Pioneer Boulevard Drive in the southwestern section of the City of Mesquite, County of Clark, State of Nevada.
Ownership	According to public record information, the properties are currently owned by the City of Mesquite.
Property Type	Vacant Parcels
Property Rights Appraised	Fee Simple
Land Data	The subject parcels are from level to sloping and contain from 4.52 to 11.31 acres of total area. Portions of the parcels contain slopes and cannot be developed. The frontage road, Thomas Edison Court, is currently unimproved.
Flood Zone	According to the Clark County, Nevada Community Panel No. 32003C0367F, revised December 4, 2007, the land is located in a Flood Zone X, which is not a Special Study Flood Hazard Area.
Zoning	IR-1 (Industrial Light)
Highest and Best Use	Industrial Development
Hypothetical Market Values	Parcel No. 002-13-310-005 - \$100,000 Parcel No. 002-13-310-006 - \$150,000 Parcel No. 002-13-413-001 - \$300,000
Effective Date of Value	April 14, 2021
Date of the Report	April 19, 2021

IDENTIFICATION OF THE PROPERTIES

The properties being appraised are located along the northern and southern boundary of Thomas Edison Court. They are identified and legally described as:

Parcel No. 002-13-310-005

Lot Ten (10), of Amended Final Map of Technology and Commerce Center Commercial Subdivision Phase 1, as shown by map thereof of file Book 124 of Plats, Page 38 in the Office of the County Recorder of Clark County Nevada.

Parcel No. 002-13-310-006

Lot Eleven (11), of Amended Final Map of Technology and Commerce Center Commercial Subdivision Phase 1, as shown by map thereof of file Book 124 of Plats, Page 38 in the Office of the County Recorder of Clark County Nevada.

Parcel No. 002-13-413-001

Lot A12, of Third Amended Final Map of Technology and Commerce Center Commercial Subdivision Phase 1, Merger and Resubdivision, as shown by map thereof of file Book 140 of Plats, Page 97 in the Office of the County Recorder of Clark County Nevada.

Source: Clark County Recorder's Office

PURPOSE AND INTENDED USE OF THE APPRAISAL

The purpose of this appraisal is to express an opinion of the market value of each parcel based on the hypothetical condition listed on page 7 of this report. The intended use of this appraisal is to assist the City of Mesquite in establishing market value estimates for the potential exchange of the parcels. I was formally engaged directly by Janice Ridondo, Community Resources Manager for the City of Mesquite.

SCOPE OF WORK

The scope of work requires compliance with the 2020-2021 Edition of the Uniform Standards of Professional Appraisal Practice promulgated by the Appraisal Standards Board of the Appraisal Foundation and the Guide Notes to the Standards of Professional Practice adopted by the Appraisal Institute. The standards contain binding requirements and specific guidelines associated with the procedures to be followed in developing an appraisal, analysis, or opinion. The uniform standards set the requirements to communicate the appraisers' analyses, opinions, and conclusions in a manner that will be meaningful and not misleading in the marketplace.

The depth of the analysis was intended to be appropriate in relation to the significance of the appraisal problem. The following steps were taken in formulating an opinion of the subject properties.

- The subject market area was searched relative to the historical and projected rates of growth and development patterns. This search included consultation with county officials at Clark County.
- The subject properties were personally inspected on April 14, 2021.
- A search of public records relative to the subject properties in Clark County was also conducted.
- An analysis of the legally permissible, physically possible, and financially feasible uses of the properties was conducted in order to estimate the highest and best use of the properties.
- Sales data was obtained through surveys with local real estate brokers and a search of public records. The comparable properties were analyzed as to their legal encumbrances, conditions of sale, financing terms, market conditions, location, physical characteristics, availability of utilities, zoning, and highest and best use.
- This appraisal report is intended to be an appraisal assignment. The service was performed in a manner that the results, opinions, and conclusions are that of a disinterested third party.

DEFINITION OF MARKET VALUE

Market value contained in this report is defined as:

The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest and assuming that neither is under undue duress.

Source: The Appraisal of Real Estate, 15th Edition, published by the Appraisal Institute, 2020, Page 48

PROPERTY RIGHTS APPRAISED

No portions of the subject properties are leased to a third-party. The property rights appraised are those of the fee simple estate, which is defined in The Dictionary of Real Estate Appraisal, page 90, as:

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

DATE OF THE APPRAISAL

The effective date of value is April 14, 2021, the date of inspection of the properties. The date of the report is April 19, 2021, the date of completion of the written appraisal report.

STATEMENT OF OWNERSHIP

According to public record information, the properties are currently owned by City of Mesquite.

OWNERSHIP HISTORY

The subject properties, and adjacent lands containing 7,689.59 acres, were acquired by the City of Mesquite from The United States of America on May 7, 2003 (Document No. 20030507:01426), for a reported \$10,750,000. The lands were undeveloped, open acreage at the time of sale.

The subject properties have not been listed for sale, or sold, in the past three years.

AREA DATA

The subject properties are located in the western section of the City of Mesquite in the northeast corner of Clark County, Nevada. Mesquite is located approximately 80 miles northeast of Las Vegas, Nevada and 38 miles south of St. George, Utah. Access to the area is from Interstate 15, which extends through Las Vegas, Nevada to Salt Lake City, Utah. The State of Nevada is the seventh physically largest in the nation with a site area of more than 110,000 square miles and is one of the most populated states. The Bureau of Land Management (BLM) is the largest land owner with more than 48 million acres of area. Other federal government land holdings combined with the BLM land represents approximately 85 percent of the state's land area.

Within the Clark County area, the BLM owns approximately five million acres of public land. Approximately 108,000 acres is located within metropolitan areas. The land area of Clark County contains approximately 7,910 square miles. Las Vegas is the largest metropolitan area in Nevada and is the county seat of Clark County.

The population of Clark County is concentrated in the Las Vegas Valley, which is the central portion of Clark County. The Valley contains approximately 480 square miles of area and is situated at 2,016 feet above mean sea level. The climate of the Valley is semi-arid with an average annual rainfall of 5.56 inches and an average maximum temperature of 79.6 degrees.

The City of Mesquite is an incorporated district within the Clark County area and was founded in 1859 and incorporated in 1984. The southerly boundary of Mesquite is provided by the Virgin River, which flows from east to west. The City of Mesquite has a land area of 32.08 square miles. The elevation at City Hall is 1,597 feet above mean sea level. Mesquite is part of a semi-rural area proximate to the towns of Littlefield and Beaver Dam, Arizona. The communities of Glendale, Overton, and Logandale, Nevada are approximately 30 to 45 miles to the southwest.

Climate

The climate of the area is rated as moderate with temperatures ranging from an average low of 34 degrees Fahrenheit in January to an average high of 107 degrees Fahrenheit in July. The area averages 133 days per year with temperatures higher than 90 degrees Fahrenheit and 38 days with temperatures reaching below 32 degrees Fahrenheit. The average annual days of sunshine are 310 with an average annual rainfall of 7.70 inches. December has the highest humidity level at 44 percent. The lowest humidity level is typically recorded in April at 15 percent.

Population

The 2019 population of Mesquite was estimated at 19,726 persons. This represents a 29.1 percent increase in population since 2010. Listed below is a table that depicts the historic population of Mesquite.

Historic Population	
Year	Population
2000	9,389
2010	15,276
2015	17,340

Smyce: U.S. Census Bureau

Mesquite is one of the fastest growing cities in Nevada. The average annual non-compounded growth rate from 2010 to 2019 was 2.9 percent.

Economic Activity

The Casablanca Resort, Virgin River Resort, and Eureka Resort are the three largest employers in Mesquite. These three employers have a total of 2,147 employees. The fourth largest employer is Walmart with an employment base of 241 persons. Other large employers include the Clark County School District, the City of Mesquite, Mesa View Hospital, and Primex Plastic.

There are four casino resorts in Mesquite that provide local employment and attract tourists and potential new residents to the area. Prior to incorporation, resorts are a concept for other areas of Nevada. The Oasis Hotel and Casino started with the acquisition of the 24-room Western Village. The Resort expanded to more than 900 rooms and many amenities. It ceased operations in 2008. The Virgin River Hotel and Casino opened in 1990 and has expanded with the addition of rooms and other amenities. The facility currently has 709 rooms. The Rising Star opened in 2016 and has 210 rooms.

Industrial development is primarily located in the northerly section of Mesquite. The Primex Plastics Company, headquartered in New Jersey, relocated its first coast plant from California to Mesquite in 1991. The plant was one of the first industrial projects in Mesquite. Primex employs 165 people from Mesquite and adjacent communities.

Other industrial development is located to the northern of the Primex plant in the Mesquite Industrial Park. Approximately 38 acres has been developed with full improvements to permit the development of additional industrial projects. The area also has the potential for expansion due to available vacant land. The Mesquite and Technology Center is located in the northwestern section of the city. The project contains approximately 650 acres and is designed primarily for manufacturing use.

Housing

The Mesquite area contains a variety of housing types from detached single family residences to apartment complexes. Listed below is a summary table that depicts the total number of single family residence sales, including the year 2020, as reported by the Mesquite Association of Realtors.

Price Trends for Single Family Residences				
Year	No. of Sales	Median Sales Price	% Change From Previous Year	Average Days on Market of Sold Residences
2020	535	\$342,500	+11.7%	62
2019	499	306,700	+5.9%	48
2018	568	291,750	+9.4%	51
2017	538	265,000	+8.9%	64
2016	434	243,650	+1.8%	92
2015	338	239,450	+8.1%	81
2014	345	221,500	+3.0%	142
2013	382	215,000	+13.2%	134
2012	313	190,000	+0.1%	127
2011	189	189,900	+1.0%	133
Average	414	\$250,545	+6.3%	93

Source: Mesquite Association of Realtors

During 2020, a total of 535 sales were reported at a median price of \$342,500. The median price for 2019 was \$306,700, indicating an increase of 11.7 percent in the median price. The median price in 2011 was reported at \$189,900.

The average custom lot price ranged from \$60,000 to \$350,000. The rental market in Mesquite is average with a two-bedroom apartment renting for approximately \$550 per month and a three bedroom home rents for \$850 per month.

The number of residential building permits in Mesquite has varied dramatically since 2010. The table below lists total permits from 2010 to 2019.

Building Permits	
Year	Total Single-Family Residences
2010	201
2011	134
2012	169
2013	202
2014	196
2015	206
2016	246
2017	329
2018	338
2019	305

Source: City of Mesquite Building Department

In 2019, 305 permits are issued for single family residences as compared with 201 permits in 2010. According to the 2010 U.S. Census, the average household size in Mesquite is 2.33 persons. With 305 permits issued in 2019, a population increase of 711 persons occupying single family residences is anticipated. Since 2014, the average number of building permits for single family residences has ranged from 196 to 338, or an average of 270 permits. The overall market for new construction is stable.

Transportation

The Mesquite Municipal Airport opened in 1990 providing airport access to the area. The 5,100 foot runway with a 75-foot width allows a landing capacity of private aircraft with a limit of 30,000 pounds. Plans for expansion of the airport include an FBO station and maintenance hanger and several private storage hangers. The average number of flights per week is 70. The airport also provides fuel and aircraft maintenance.

The nearest major commercial air service is available at McCarran International Airport in Las Vegas. Air service from Las Vegas provides nonstop service to many of the major population centers across the country. McCarran Airport provides transportation access to more than 50 million passengers annually. Two highways serve the Mesquite area. These include Interstate 15, which connects Southern California to Salt Lake City. State Highway 170 connects Bunkerville with Mesquite and Interstate 15. The nearest railroad through the area is located 36 miles to the west in Moapa Valley. Greyhound Bus Lines provides two bus departures a day from Mesquite.

Government

The Mesquite City Government consists of a city council and elected mayor. The city hall is located in the eastern section of the central business district. A new criminal justice facility was recently constructed for police, jail, and court functions. The fire department consists of 35 volunteers and five vehicles. The city also provides ambulance service with 30 volunteers and four vehicles. A U.S. Post Office is located in the western section of the central business district.

Conclusion

The growth of area is attributed to the gaming and recreational sectors of the economy, which is dominated by the four casino resorts. These projects provide an economic base for the Mesquite area. The general community growth is expected to continue due to Nevada's tax structure and climate. The largest employers provide an adequate economic base along with ancillary service related and manufacturing industries. The marketability of the area is expected to remain stable.

LAND DATA

The land description is based on a personal inspection of the properties, public record information, and the inserted aerial plat map contained on the following page. The subject parcels are outlined in yellow. The properties are identified by the Clark County Recorder as Parcel Nos. 002-13-310-005, 002-13-310-006, and 002-13-413-001.

Land Description

The subject parcels are located along the northern and southern boundary of the future extension of Thomas Edison. The property is contained in three contiguous parcels. The frontage road, Thomas Edison Court, is current unimproved expect for gravel paving.

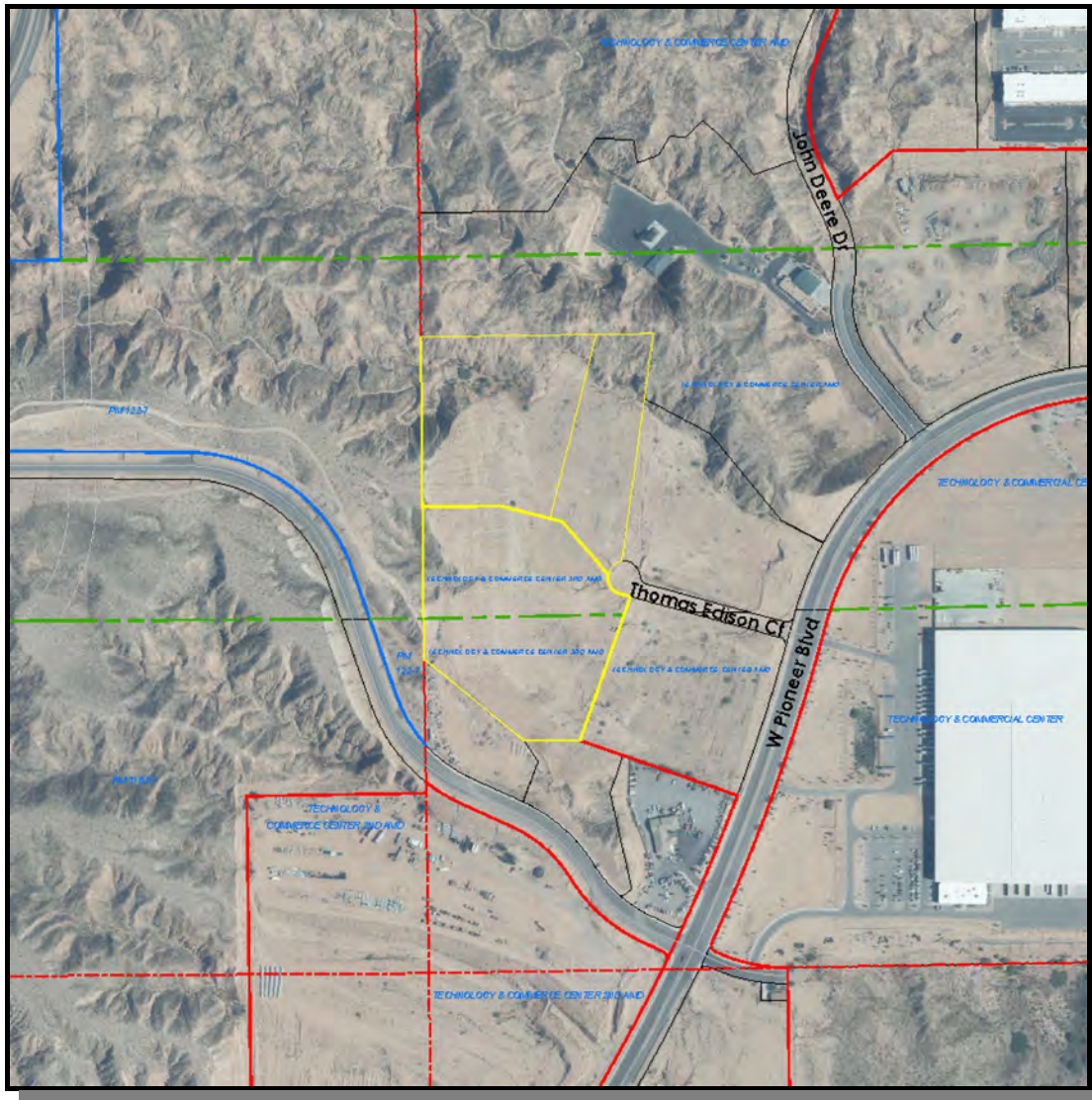
A physical inspection of the properties indicated no signs of subsidence or cracking. No toxic waste hazards were evident upon inspection. A soil's report specific to the subject properties have not been submitted.

Parcel No. 002-13-310-005 - A 4.52 acre parcel that is irregular in shape. The northern portion of the parcel contains slopes and is undevelopable. The developable area contains approximately 3.50 acres. The property is located along the northern boundary of Thomas Edison Court. A portion of the property along the northern undevelopable area is encumbered by a conservation easement. Since this portion is located in the undevelopable area of the parcel, it has no negative impact.

Parcel No. 002-13-310-006 - A 8.26 acre parcel that is irregular in shape. The northern and western portions of the parcel contain slopes and are undevelopable. The developable area contains approximately 2.00 acres. The property is located along the northern boundary of Thomas Edison Court. A portion of the property along the northern and western undevelopable areas is encumbered by a conservation easement. Since this portion is located in the undevelopable area of the parcel, it has no negative impact.

Parcel No. 002-13-413-001 - A 11.31 acre parcel that is irregular in shape. The western portion of the parcel contains slopes and is undevelopable. The developable area contains approximately 6.50 acres. The property is located along the southern boundary of Thomas Edison Court. A portion of the property along the western and southern undevelopable area is encumbered by a conservation easement. Since this portion is located in the undevelopable area of the parcel, it has no negative impact.

Clark County Aerial Plat Map



Easements and Encroachments

Access to the parcels is provided by a public roadway. Based on a physical inspection of the parcels, and a review of available public records, no adverse easements are observed. No encroachments were observed during a personal inspection of the properties.

Adjacent Properties

The parcels surrounding the subject properties are vacant parcels zoned for industrial or planned unit development use. These properties conform to the subject parcels with a positive effect.

Utilities

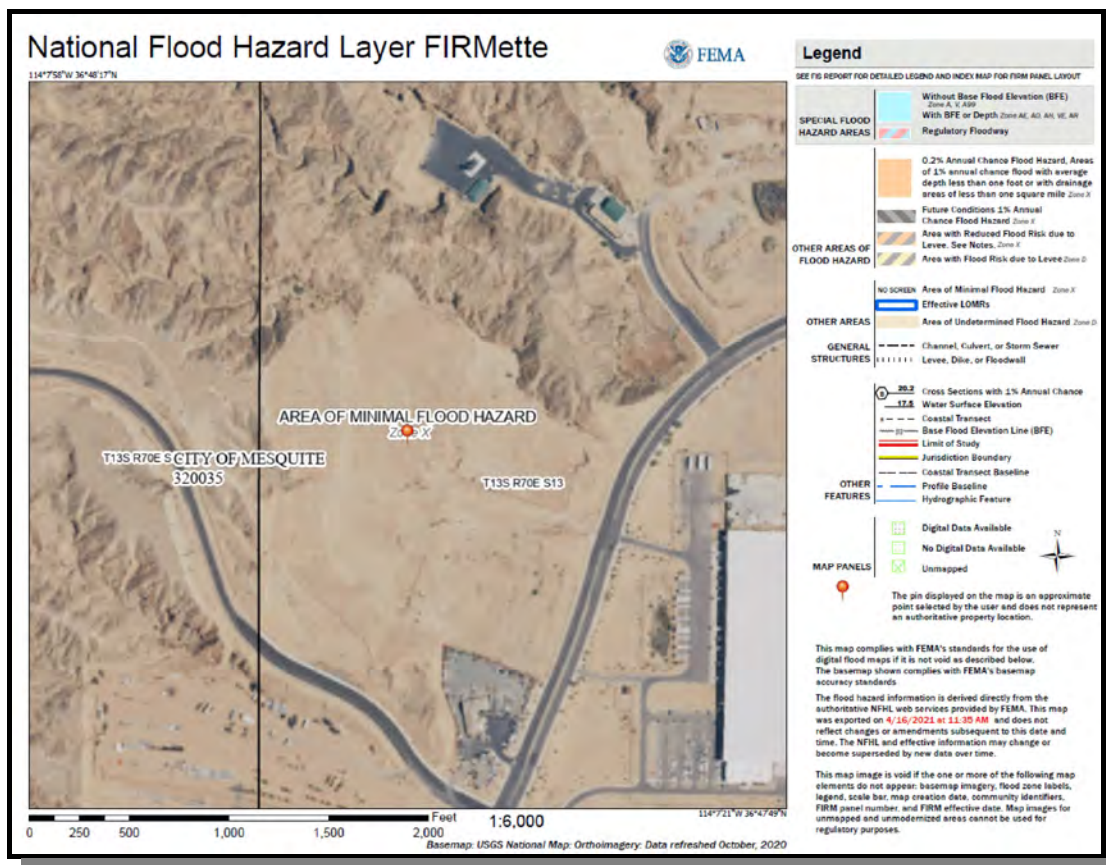
The land is in an area which is serviced by all of the normal public utilities, which are provided by:

Electricity	Overton Power District No. 5
Water	Virgin Valley Water District
Sewer	Mesquite City Sanitation
Gas	Southwest Gas Holdings
Telephone	Rio Virgin Telephone Company, Inc.

Flood Zone

The Federal Emergency Management Agency's National Flood Insurance Program provides maps indicating flood hazard zones. According to the Clark County, Nevada Community Panel No. 32003C0367F, revised December 4, 2007, the land is located in a Flood Zone X, which is not a Special Study Flood Hazard Area. Listed below is a portion of the flood map that depicts the location of the land.

Flood Map



Conclusion

The subject land is a typical parcel which conforms to other parcels in the area. The land has average visibility at an interior location. No adverse conditions were disclosed during a personal inspection of the land.

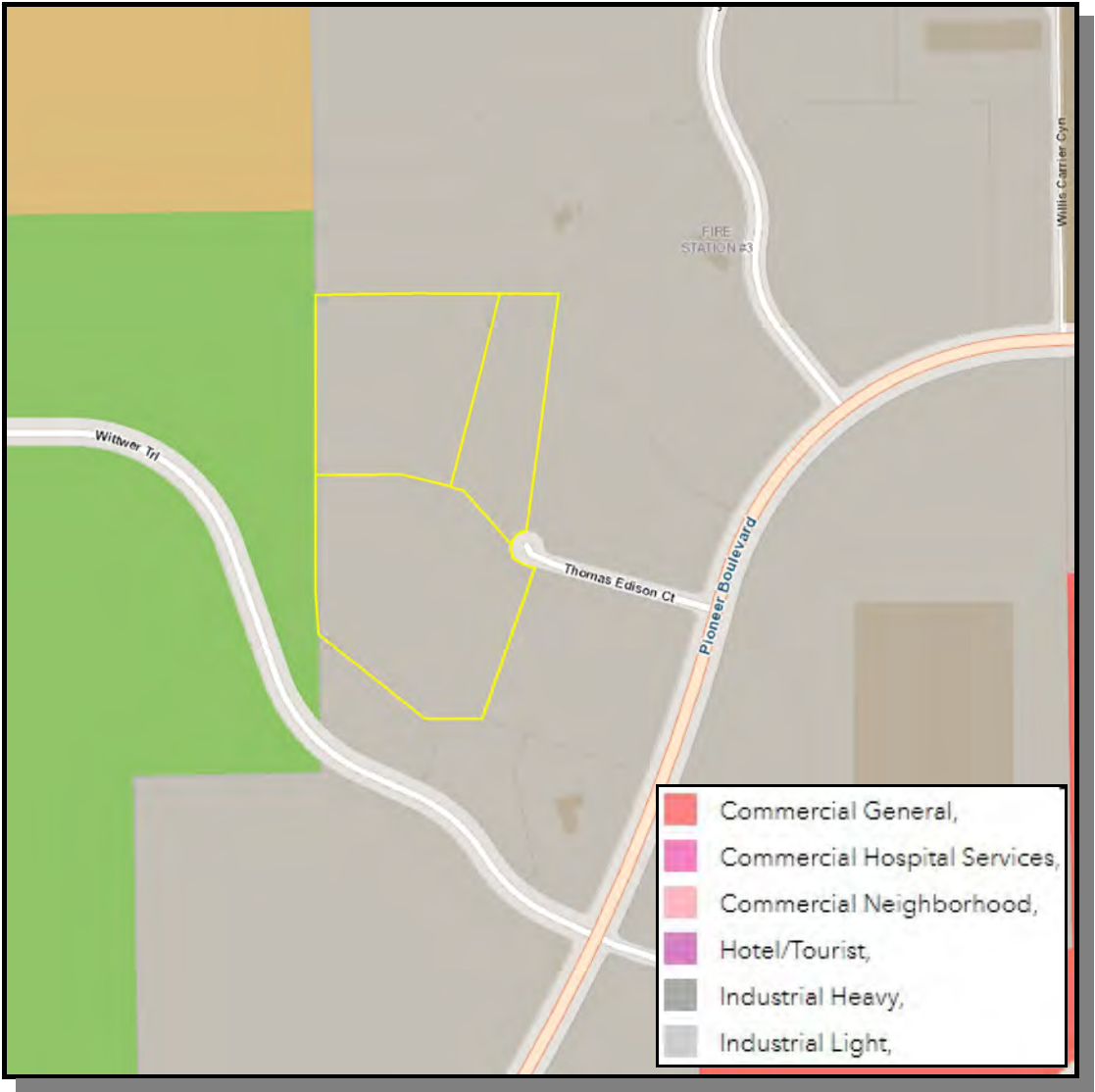
ZONING DATA

The land is zoned IR-1 by the City of Mesquite, which is defined as Industrial-Light. The Industrial-Light District is intended to provide for light manufacturing uses in locations which are suitable based upon adjacent land uses, access to transportation and the availability of public services and facilities. The Industrial-Light District corresponds to and implements the industrial/research master plan category. Permitted uses include a variety of industrial and commercial improvements. Listed below is a summary of the zoning restrictions.

Minimum District Area	None
Minimum Open Space	15 Percent
Setbacks	Front - 10 Feet Interior Side - 5 Feet Street Side - 5 Feet Rear - 5 Feet
Parking Requirements	Must comply with the requirements as contained in Chapter 9-8-5 of the zoning ordinance.

The following page contains a portion of the City of Mesquite Zoning Map. The subject properties are outlined in yellow.

Zoning Map



ASSESSED VALUE AND TAXES

All real property in Clark County is assessed for ad valorem taxes by the Clark County Assessor's Office. The subject parcels had a total 2021-22 assessed value of \$1,522,840. The 2021-22 taxable value is \$532,994. The 2021-22 tax rate is 0.027737. The 2021-22 taxes would be \$14,783.65. The properties are currently owned by the City of Mesquite and are exempt from property taxes.

2021-22 Assessed Value and Taxes				
No.	Parcel No.	Assessed Value	Taxable Value	Property Taxes
1	002-13-310-005	\$354,403	\$124,041	Exempt
2	002-13-310-006	518,120	181,342	Exempt
3	002-13-413-001	650,317	227,611	Exempt
Total		\$1,522,840	\$532,994	Exempt

Source: Clark County Treasurer's Office

HIGHEST AND BEST USE

Highest and best use, as defined in The Dictionary of Real Estate Appraisal, page 93, is:

The reasonable probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.

Highest and Best Use as Vacant

The physical characteristics of the parcels prescribe the type of physically possible development. The parcels are located in the western section of the City of Mesquite. They are contained in three contiguous parcels and are valued based on the hypothetical condition that the access street has been extended and fully improved. No known soil problems have been disclosed that would limit the development of the parcels. The size and shape of the parcels offer a variety of potential development standards.

The legal permissibility uses are restricted by the zoning designation. The subject parcels are zoned for light industrial use. This zoning allows for a variety of industrial and commercial improvements.

Financially feasible uses pertain to the issues of profitability. The properties are located in the western section of Mesquite. Demand industrial use in the subject market area is currently good. The subject parcels benefit from an average to good location in the western section of Mesquite.

The maximally productive use of the parcels is based on the premise as to which use will provide the highest net return. The rents paid by tenants in the area indicate a higher return than other possible feasible uses.

The highest and best use of the parcels is for development of commercial or industrial use.

LAND VALUATION

In the Highest and Best Use section of this report, it was concluded that the highest and best use of the subject parcels are for commercial or industrial development. The most appropriate method of estimating the land value is the sales comparison approach, which is defined in The Dictionary of Real Estate Appraisal, page 207, as:

The process of deriving a value indication for the subject property by comparing sales of similar properties to the property being appraised, identifying appropriate units of comparison, and making adjustments to the sale prices (or unit prices, as appropriate) of the comparable properties based on relevant, market-derived elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant when an adequate supply of comparable sales is available.

In the sales comparison approach to valuation, other vacant parcels are compared to the subject properties and are analyzed in order to arrive at an indicated value. Variations are discussed and correlated based on the differences between the subject properties and the sales included in this section. Listed below is detailed information pertaining to each land sale.

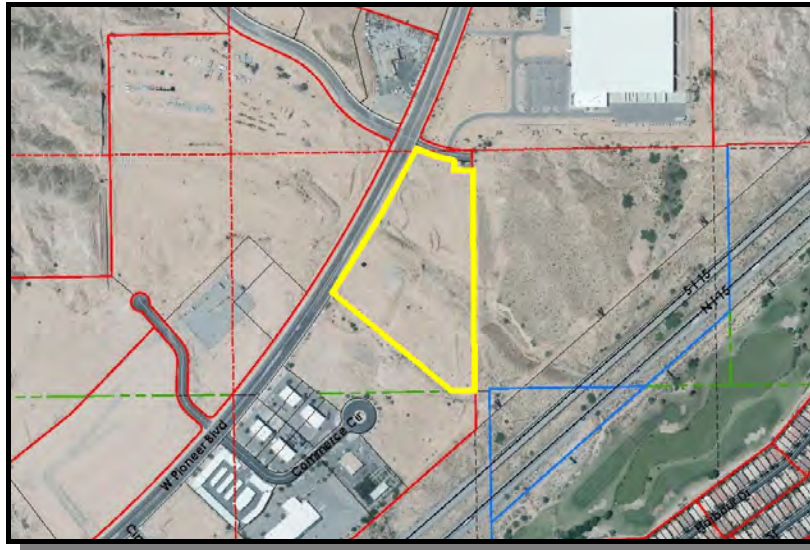
Land Sale One



Location	Northwest corner of Pioneer Boulevard and Cyrus McCormick Avenue, Mesquite
Legal Description	Parcel 2A17, File 142 of Parcel Maps, Page 62, Clark County, Nevada
Parcel No.	002-23-614-001
Seller	Alford II, LLC
Buyer	N/A
Offer Price	\$825,000
Date of Offer Acceptance	March 2, 2021
Terms	All cash transaction
Parcel Area	14.63 Acres
Topography	Level
Zoning	IR-1 (Industrial Light)
Present Use	Vacant
Offer Price Per Acre	\$56,391
Document No.	N/A
Verification	Agent - Melanie Cohen

Comments: The property was listed for sale on the open market from \$998,998 to \$839,000 for 392 days prior to the offer. The sale is scheduled to close on May 20, 2021. The parcel has been graded and is basically level. The agent stated that the offer price is slightly lower than the most recent listing price of \$839,000. A price of \$825,000 is assumed for purposes of analysis.

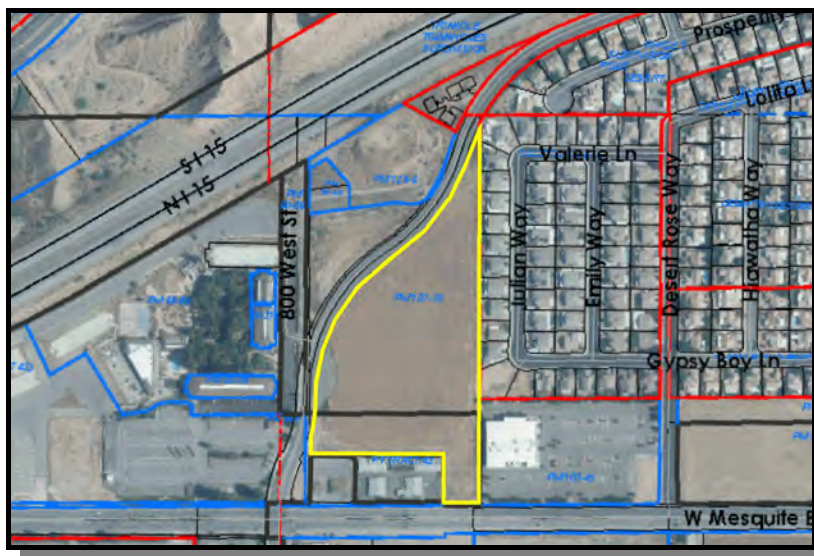
Land Sale Two



Location	Southwest corner of Pioneer Boulevard and Wittwer Trail, Mesquite
Legal Description	Portion of Lot 22 of Amended Final Map of Technology and Commerce Center, Book 124, Page 38, Clark County, Nevada
Parcel No.	002-24-111-002
Grantor	American Bank of the North
Grantee	West Pioneer, LLC
Sales Price	\$430,000
Date of Sale	September 22, 2020
Terms	All cash transaction
Parcel Area	14.70 Acres
Topography	Level to Undulating
Zoning	IR-1 (Industrial Light)
Present Use	Vacant
Sales Price Per Acre	\$29,252
Document No.	20200922:02195
Verification	Agent - Douglas Reath

Comments: The property was listed for sale on the open market from \$1,293,000 to \$799,000 for a total of 353 days prior to the sale.

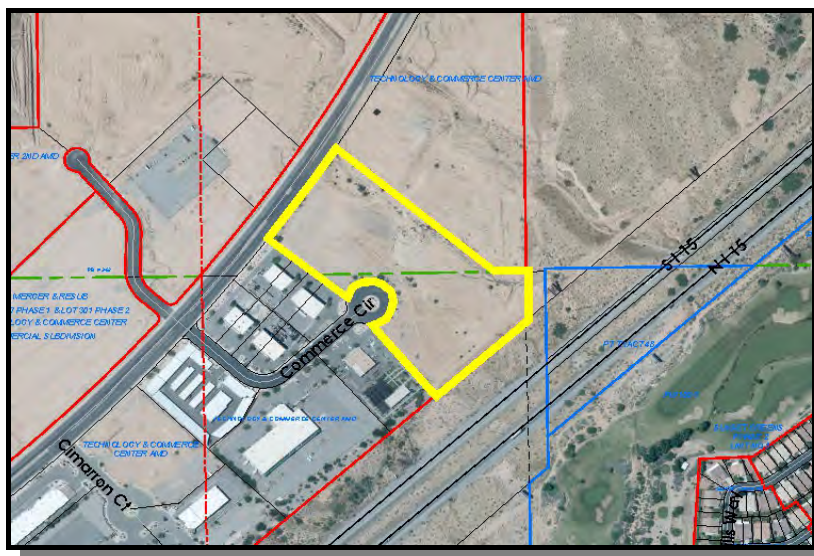
Land Sale Three



Location	Northern boundary of Mesquite Boulevard east of Old Mill Road, Mesquite
Legal Description	Parcel 2, Book 107 of Parcel Maps, Page 78, Clark County, Nevada
Parcel Nos.	001-17-201-007 and 001-17-201-022
Grantor	The Frehner Charitable Remainder Unirust
Grantee	M. Dale Rust
Sales Price	\$570,500
Date of Sale	August 14, 2020
Terms	All cash transaction
Parcel Area	9.39 Acres
Topography	Level
Zoning	CR-1 and CR-2 (Commercial)
Present Use	Vacant
Sales Price Per Acre	\$60,756
Document No.	20200814:0000112
Verification	David Rall

Comments: The property was listed for sale on the open market at \$570,500 for 954 days prior to the sale. The land is basically level with narrow frontage on Mesquite Boulevard. The western boundary fronts a substantial portion of Old Mill Road.

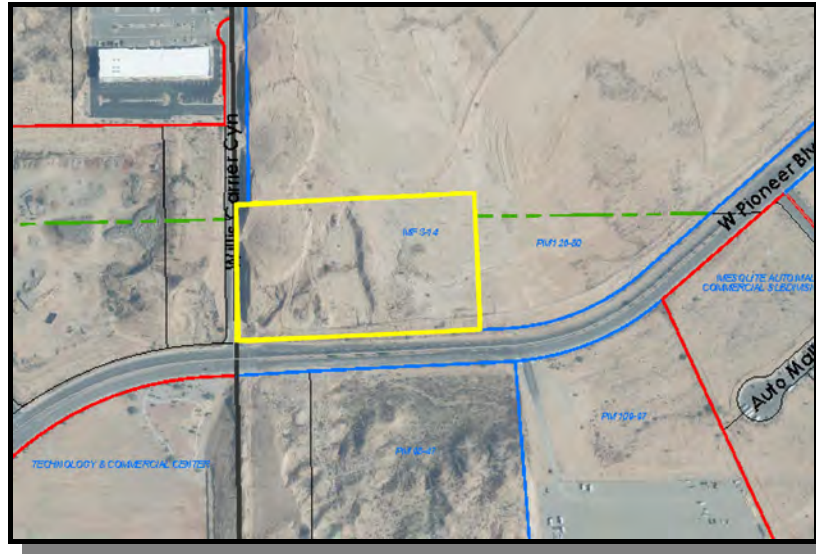
Land Sale Four



Location	Southern boundary of Pioneer Boulevard at the end of Commerce Circle, Mesquite
Legal Description	Portion of Lot 21 of Amended Final Map of Technology and Commerce Center, Book 124, Page 38, Clark County, Nevada
Parcel No.	002-24-212-003
Grantor	REV Recreational Group, Inc.
Grantee	Mesquite Ranch I, LLC
Sales Price	\$550,000
Date of Sale	March 4, 2020
Terms	All cash transaction
Parcel Area	11.38 Acres
Topography	Level
Zoning	IR-1 (Industrial Light)
Present Use	Vacant
Sales Price Per Acre	\$48,330
Document No.	20200304:0001642
Verification	Agent - Lisa Hauger

Comments: The property was listed for sale on the open market for an undisclosed price for a total of 405 days prior to the sale.

Land Sale Five



Location	Northeast corner of Pioneer Boulevard and Willis Carrier Canyon, Mesquite
Legal Description	Parcel 24, Miscellaneous Map File 3, Page 14, Clark County, Nevada
Parcel No.	002-13-701-002
Grantor	Iyad Haddad and the Pioneer Boulevard Trust
Grantee	Pioneer Willis Carrier Partners, LLC
Sales Price	\$400,000
Date of Sale	October 18, 2019
Terms	All cash transaction
Parcel Area	10.11 Acres
Topography	Level
Zoning	IR-1 (Industrial Light)
Present Use	Vacant
Sales Price Per Acre	\$39,565
Document No.	20190415:0002812
Verification	Grantor - Dixie Bowler

Comments: The property was not listed for sale on the open market at the time of sale. The parcel contains approximately 8.00 acres of useable area. The sales price was \$50,000 per acre of useable area.

Land Sales Location Map



Vacant Land Sales					
No.	Parcel No. Location	Sale Date	Sales Price	Parcel Area	Sales Price Per Acre
1	002-23-614-001 Northwest corner of Pioneer Boulevard and Cyrus McCormick Avenue, Mesquite	3/2/21	\$825,000	14.63 Acres	\$56,391
2	002-24-111-002 Southwest corner of Pioneer Boulevard and Wittwer Trail, Mesquite	9/22/20	\$430,000	14.70 Acres	\$29,252
3	001-17-201-007 and 001-17-201-022 Northern boundary of Mesquite Boulevard east of Old Mill Road, Mesquite	8/14/20	\$570,500	9.39 Acres	\$60,756
4	002-24-212-003 Southern boundary of Pioneer Boulevard end of Commerce Circle, Mesquite	3/4/20	\$550,000	11.38 Acres	\$48,330
5	002-13-701-002 Northeast corner of Pioneer Boulevard and Willis Carrier Canyon, Mesquite	10/18/19	\$400,000	8.00 Acres (Useable)	\$50,000
Subject Properties	Various Northern and southern boundary of Thomas Edison Court northwest of Pioneer Boulevard, Mesquite	N/A	N/A	12.50 Acres (Useable)	N/A

A search of the Mesquite area was conducted to disclose sales of similar parcels. The five sales are the most recent disclosed of competitive parcels. These sales indicate an unadjusted range from \$29,252 to \$60,756 per acre. The comparables are analyzed based on the price per acre, which is the unit of comparison commonly utilized by investors, developers, and brokers for larger vacant parcels in the subject market area. Both quantitative and qualitative adjustments are utilized to compare the sales to the subject properties. Listed below is an explanation of the adjustments applied in the valuation of the subject parcels.

Elements of Comparison

Real Property Rights Conveyed

This adjustment accounts for differences in property rights conveyed. These rights may include the grantor retaining a portion of the ownership rights, easements or restrictions that have a significant impact on the marketability of the title, and/or a tenant's leasehold interest in a property. A leasehold interest may segregate the property rights between a property owner and tenant if the lease is not structured at a market rate. The comparable sales involved vacant parcels unencumbered by any leases. They are transfers of fee simple estates. No adjustments are warranted for differences in the real property rights conveyed.

Financing

The transaction price of one property may differ from an identical property due to different financing arrangements. All of the sales were acquired with cash or reported as cash equivalent transactions. A cash equivalency adjustment is not warranted.

Conditions of Sale

This adjustment is utilized to account for atypical grantor/grantee motivations or other special sale considerations. The adjustment may be positive or negative depending on the condition of sale. A positive adjustment may be required due to a distressed sale, short sale, or foreclosure if the property is not marketed for a reasonable period. A negative adjustment may be required when a property is sold to an adjacent property owner or to a grantee acquiring a property based on a business decision with the real property interest being the secondary consideration. These adjustments are usually applied to sales that fail to meet the criteria established by the definition of market value.

The five land sales were acquired under normal market conditions.

Expenditures After Purchase

This adjustment reflects the expenditures that a buyer will have to make upon purchase of the property. These costs affected the price that the buyer agreed to pay for the property. They include costs to cure deferred maintenance, demolish or remove a portion of the improvements, and costs to remediate environmental contamination. None of the sales sold with disclosed expenditures after purchase.

Market Conditions

An adjustment for market conditions, often referred to as a time adjustment, reflects changes in the market from the sale date of the comparable to the valuation date of the property being appraised. Prices for commercial and industrial properties stabilized in 2015 and have experienced nominal increases over the past five years. The sales are each adjusted a positive 6.0 percent annually for positive changes in market conditions.

Adjustments for Physical Differences

Location

An analysis of location involves factors including access, exposure, proximity to public roads, surrounding influences, and area amenities. Four of the five land sales are located in the northwestern section of Mesquite in similar areas. A location adjustment is not required to these sales. Land Sale Three is located in the southern section of the city and benefits from Mesquite Boulevard frontage. It is adjusted a negative 10 percent for its slightly superior location.

Size

The five sales range in size 8.00 to 14.70 acres of area. No discernible difference is indicated based on parcel size. A size adjustment is not required to these sales.

Topography and Shape

The five land sales vary in topography from level to undulating. The subject parcels are valued based on their potential developable area. Land Sales Two and Three are inferior in topography and will require grading and the potential for a loss of developable area. These two sales are each adjusted a positive 35 percent for their inferior topography.

Utilities

The subject properties and land sales are located adjacent to all available public utilities.

Summation

The grid below depicts the adjustment process and provides a market value estimate per acre for the subject land.

Land Sales Adjustment Grid					
Location:	Thomas Edison Court, Mesquite				
Land Area:	12.50 Acres (Useable)				
Comparables					
	1	2	3	4	5
Sales Price	\$825,000	\$430,000	\$570,500	\$550,000	\$400,000
Adjustments:					
Property Rights	\$0	\$0	\$0	\$0	\$0
Adjusted Price	\$825,000	\$430,000	\$570,500	\$550,000	\$400,000
Financing Terms	\$0	\$0	\$0	\$0	\$0
Conditions of Sale	\$0	\$0	\$0	\$0	\$0
Adjusted Price	\$825,000	\$430,000	\$570,500	\$550,000	\$400,000
Date of Sale	Mar-20	Sep-20	Aug-20	Mar-20	Oct-19
Market Conditions	0.0%	3.5%	4.0%	6.5%	9.0%
Adjusted Price	\$825,000	\$445,050	\$593,320	\$585,750	\$436,000
Unit of Comparison:					
Acres	14.63	14.70	9.39	11.38	10.11
Sales Price Per Acre	\$56,391	\$30,276	\$63,186	\$51,472	\$43,126
Other Adjustments:					
Location	0%	0%	-10%	0%	0%
Size	0%	0%	0%	0%	0%
Topography and Shape	0%	30%	0%	0%	30%
Utilities	0%	0%	0%	0%	0%
Adjusted Price Per Acre	\$56,391	\$39,358	\$56,868	\$51,472	\$56,063
Total % Change	0.0%	33.5%	-6.0%	6.5%	39.0%
Gross % Change	0.0%	33.5%	14.0%	6.5%	39.0%
Relevant Influence	35%	5%	20%	35%	5%
Adjusted Value Range		Minimum		Maximum	
		\$39,358		\$56,868	
Weighted Influence			\$53,897		

After adjustment, the sales indicate a range from \$39,358 to \$56,868 per acre. The sales are weighted based on their similarity to the subject properties. Land Sales One and Four require the least amount of adjustment and are each weighted at 35 percent. Land Sale Three requires only nominal adjustments for market conditions and location. It is weighted at 20 percent. Land Sale Two was listed for sale in the \$87,959 to \$54,354 per acre range. The property was sold subsequent to a foreclosure at a price which was 46.2 percent lower than the final listing price. The sale reports the lowest price per acre, which is attributed to a post foreclosure sale. Land Sale Five sold in 2019. These two sales are each weighted at 5 percent. The following page contains the final reconciliation of the market value of the subject properties.

Land Value Reconciliation				
No. of Sales	5	Unadjusted Price Per Acre	Adjusted Price Per Acre	% Δ
	Low	\$29,252	\$39,358	34.6%
	High	\$60,756	\$56,868	-6.4%
	Mean	\$48,946	\$52,030	6.3%
	Median	\$50,000	\$56,063	12.1%
Reconciled Value Per Acre			\$54,000	
Subject Parcel Size (Useable)			12.50	
Indicated Value			\$675,000	
<i>Rounded</i>			<i>\$675,000</i>	

The purpose of this appraisal is to estimate the market value of the price that the properties would bring in all probability. The estimated market value of subject properties is concluded at \$54,000 per acre. This value estimate is based on the hypothetical condition that the frontage road will be improved by the City of Mesquite.

ADDENDA

DANIEL JOHNSON, MAI, SRA
PROFESSIONAL QUALIFICATIONS
(Page 1 of 3)

DESIGNATIONS

Appraisal Institute

MAI - Certificate No. 8231
SRA - Certificate No. 1958

CCIM Institute

CCIM - Certified Commercial Investment Member

CERTIFICATIONS

State of Arizona - Department of Financial Institutions

Certified General Real Estate Appraiser
Certificate No. CGA-1003209 (Expires on July 31, 2021)

State of Nevada - Department of Business and Industry - Real Estate Division

Certified General Appraiser
Certificate No. A.0001198-CG (Expires on August 31, 2021)

State of Utah - Department of Commerce - Division of Real Estate

Certified General Appraiser
License No. 5452150-CG00 (Expires on July 31, 2021)

DEGREES

University of Redlands

B.S. - Business Administration and Management

QUALIFIED EXPERT WITNESS

United States Bankruptcy Court - District of Utah
Utah State Tax Commission
5th District Court - Washington County
6th District Court - Kane County

EMPLOYMENT

1984 to Present	President - Johnson Appraisal, Inc.
1979 to 1984	Independent Fee Appraiser
1977 to 1979	Staff Appraiser - American Savings and Loan

Johnson Appraisal, Inc. - 782 S. River Road, #104, St. George, Utah 84790 - (435) 674-2191

DANIEL JOHNSON, MAI, SRA
PROFESSIONAL QUALIFICATIONS
 (Page 2 of 3)

APPRAISAL EDUCATION - APPRAISAL INSTITUTE

Courses	<u>Year</u>
Basic Valuation Procedures	1987
Capitalization Theory and Techniques, Parts A and B	1987
Case Studies in Real Estate Valuation	1987
Valuation Analysis and Report Writing	1988
Litigation Valuation	1990
Uniform Standards of Professional Practice	1991
Condemnation Appraising: Advanced Topics and Applications	2001
Computer-Enhanced Cash Flow Modeling	2005
Fundamentals of Separating Real Property, Personal Property, and Intangibles	2012
Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book)	2017
National Uniform Standards of Professional Appraisal Practice Update Course	2019
 Seminars	 <u>Year</u>
Easement Valuation	1990
Feasibility Analysis and Highest and Best Use - Commercial	1994
Appraisal of Retail Properties	1995
Affordable Housing Valuation	1997
Small Hotel/Motel Valuation	1997
Appraisal of Historic Properties	1997
Data Confirmation and Verification Methods	1997
Valuation of Detrimental Conditions in Real Estate	1998
Appraising Convenience Stores	2005
Self-Storage Economics and Appraisal	2006
Appraising Distressed Commercial Real Estate	2009
Introduction to Conservation Easement Valuation	2010
Advanced Spreadsheet Modeling for Valuation Applications	2011
Supporting Capitalization Rates	2011
Subdivision Valuation	2013
Appraisal of Medical Office Buildings	2019
Comparative Analysis	2019
Real Estate Finance, Statistics, and Valuation Modeling	2019

TYPES OF PROPERTY APPRAISED

Apartment	Golf Course	Quick-Service Restaurant
Assisted Living	Hotel	Ranch
Automotive Service	Manufacturing	Residential Subdivision
Bed and Breakfast	Medical Office Building	Restaurant
Bowling Center	Mobile Home Park	Retail Store
Branch Bank	Motel	Self-Storage Units
Car Wash	Office Condominium	Shopping Center
Commercial Subdivision	Professional Office Building	Single Family Residence
Convenience Store	Private School	Vacant Acreage

DANIEL JOHNSON, MAI, SRA
PROFESSIONAL QUALIFICATIONS

(Page 3 of 3)

PARTIAL LISTING OF APPRAISAL CLIENTS

Corporations

Hospital Corporation of America
Intermountain Healthcare
McDonald's Corporation
Pepsi-Cola Co.
Rocky Mountain Power

The Nature Conservancy
The Trust for Public Land
Virgin River Land Preservation Association, Inc.
Wal-Mart Stores, Inc.
Washington County Water Conservancy District

Financial Institutions

America First Credit Union
AmericaWest Bank
Bank of America
Bank of American Fork
Bank One
Bank of Utah
Cache Valley Bank
First Community Bank
GE Commercial Finance
Heritage Bank
Home Federal Bank
Integra Bank
JP Morgan Chase Bank
Key Bank
Matrix Capital Bank

Mesquite State Bank
Mountain America Credit Union
National Bank of Arizona
Nevada State Bank
Northwest Savings Bank
Premier Commercial Bank
State Bank of Southern Utah
The Bank of Las Vegas
Town & Country Bank
Rock Canyon Bank
U.S. Bank
Utah Independent Bank
University of Utah Federal Credit Union
Wells Fargo Bank
Zions First National Bank

Governmental Agencies

Ash Creek Special Services District
Bureau of Indian Affairs
Bureau of Land Management (BLM)
City of Hurricane
City of Kanab
City of Mesquite
City of Parowan
City of St. George
City of Santa Clara
City of Washington
Dixie State University
Garfield County
Kane County
Iron County
National Park Service

School and Institutional Trust Lands (SITLA)
Sevier County
Small Business Administration (SBA)
Town of Ivins
Town of Rockville
Town of Springdale
Town of Toquerville
Town of Virgin
U.S. General Services Administration (GSA)
U.S. Postal Service
Utah Department of Transportation (UDOT)
Utah Office of the Property Rights Ombudsman
Washington County
Washington County Assessor
Washington County School District

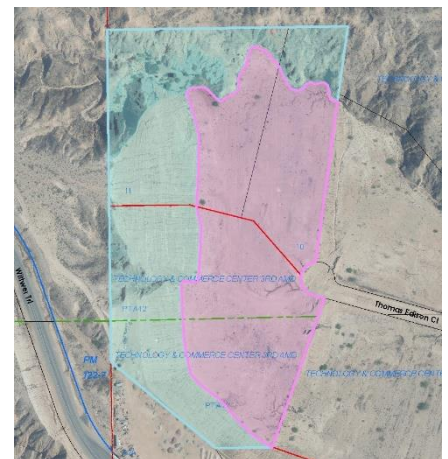
THREE INDUSTRIAL LAND PARCELS

165, 185 & 190 Thomas Edison Court
Mesquite, Nevada 89027

APPRAISAL REPORT

Date of Report: June 14, 2021

Colliers File #: LAS210162



PREPARED FOR
Janice Ridondo
Community Resources Manager
City of Mesquite
10 E Mesquite Blvd
Mesquite, NV, 89027

PREPARED BY
COLLIERS INTERNATIONAL
VALUATION & ADVISORY SERVICES

LETTER OF TRANSMITTAL

COLLIERS INTERNATIONAL
VALUATION & ADVISORY SERVICES

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Las Vegas, NV 89169 USA
MAIN +1 702 735 5700
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WEB www.colliers.com/valuationadvisory



June 14, 2021

Janice Ridondo
Community Resources Manager
City of Mesquite
10 E Mesquite Blvd
Mesquite, NV, 89027

RE: Three Industrial Land Parcels

165, 185 & 190 Thomas Edison Court
Mesquite, Nevada 89027

Colliers File #: LAS210162

Ms. Ridondo:

This appraisal report satisfies the scope of work and requirements agreed upon by City of Mesquite and Colliers International Valuation & Advisory Services. The date of this report is June 14, 2021. At the request of the client, this appraisal is presented in an Appraisal Report format as defined by *USPAP* Standards Rule 2-2(a). Our appraisal format provides a detailed description of the appraisal process, subject and market data and valuation analyses.

The purpose of this appraisal is to develop an opinion of the As-Is Market Value of the subject property's fee simple interest. The following table conveys the final opinion of market value of the subject property that is developed within this appraisal report:

VALUE TYPE	INTEREST APPRAISED	DATE OF VALUE	VALUE
As-Is Market Value	Fee Simple	June 11, 2021	
CONCLUSIONS			
APN 002-13-310-005	4.52 Acres Total	3.5 Acres Usable	\$180,000
APN 002-13-310-006	8.26 Acres Total	2.6 Acres Usable	\$140,000
APN 002-13-413-001	11.31 Acres Total	6.2 Acres Usable	\$320,000

The subject is a 24.09-acre site at 165, 185 & 190 Thomas Edison Court in Mesquite, Nevada. The subject property overall includes approximately 535,788 square feet, or 12.30 acres, of usable site area. The remaining 513,572 square feet, or 11.79 acres square feet, includes mountainous terrain that would be reasonably deemed unusable. Therefore, we have valued the usable site area and applied that value to the overall site.

The analyses, opinions and conclusions communicated within this appraisal report were developed based upon the requirements and guidelines of the current Uniform Standards of Professional Appraisal Practice (USPAP), the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.

The COVID-19 virus (aka coronavirus) is a serious illness and pandemic that has affected the world and more specifically the United States. The effects thus far include volatility in the stock and capital markets. The impact to demand and ultimately values for real estate is also developing, although there is a wide range of viewpoints with very little consensus on the potential impact. The range of views from market participants suggests the risk premium is widening and we should analyze implications to both near-term and longer-term valuation assumptions. Real estate as an investment type historically takes a longer period of time to be impacted in comparison to alternative investment types, such as stocks and bonds. CIVAS professionals have consulted with market participants in preparation of this assignment to understand and best address how the subject property may be impacted.

The report, in its entirety, including all assumptions and limiting conditions, is an integral part of, and inseparable from, this letter. *USPAP* defines an Extraordinary Assumption as, “an assignment specific-assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser’s opinions or conclusions”. *USPAP* defines a Hypothetical Condition as, “that which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis”.

The Extraordinary Assumptions and/or Hypothetical Conditions that were made during the appraisal process to arrive at our opinion of value are fully discussed below. We advise the client to consider these issues carefully given the intended use of this appraisal, as their use might have affected the assignment results.

EXTRAORDINARY ASSUMPTIONS

No Extraordinary Assumptions were made for this assignment.

HYPOTHETICAL CONDITIONS

No Hypothetical Conditions were made for this assignment.

RELIANCE LANGUAGE

The Appraisal is for the sole use of the Client; however, Client may provide only complete, final copies of the Appraisal report in its entirety (but not component parts) to third parties who shall review such reports in connection with loan underwriting or securitization efforts. Colliers International Valuation & Advisory Services is not required to explain or testify as to appraisal results other than to respond to the Client for routine and customary questions. Please note that our consent to allow the Appraisal prepared by Colliers International Valuation & Advisory Services or portions of such Appraisal, to become part of or be referenced in any public offering, the granting of such consent will be at our sole and absolute discretion and, if given, will be on condition that Colliers International Valuation & Advisory Services will be provided with an Indemnification Agreement and/or Non-Reliance letter, in a form and content satisfactory to Colliers International Valuation & Advisory Services, by a party satisfactory to Colliers International Valuation & Advisory Services. Colliers International Valuation & Advisory Services does consent to your submission of the reports to rating agencies, loan participants or your auditors in its entirety (but not component parts) without the need to provide Colliers International Valuation & Advisory Services with an Indemnification Agreement and/or Non-Reliance letter.

Colliers International Valuation & Advisory Services hereby expressly grants to Client the right to copy the Appraisal and distribute it to other parties in the transaction for which the Appraisal has been prepared, including employees of Client, other lenders in the transaction, and the borrower, if any.

Our opinion of value reflects current conditions and the likely actions of market participants as of the date of value. It is based on the available information gathered and provided to us, as presented in this report, and does not predict future performance. Changing market or property conditions can and likely will have an effect on the subject's value.

The signatures below indicate our assurance to the client that the development process and extent of analysis for this assignment adhere to the scope requirements and intended use of the appraisal. If you have any specific questions or concerns regarding the attached appraisal report, or if Colliers International Valuation & Advisory Services can be of additional assistance, please contact the individuals listed below.

Sincerely,

**COLLIERS INTERNATIONAL
VALUATION & ADVISORY SERVICES**



Heidi Meidenbauer, MAI
Senior Valuation Services Director
Certified General Real Estate Appraiser
State of Nevada License #A.0002459-CG
+1 702 836 3726
heidi.meidenbauer@colliers.com



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Managing Director
Certified General Real Estate Appraiser
State of Nevada License #A.0001497-CG
+1 702 836 3749
evan.ranes@colliers.com

LETTER OF TRANSMITTAL

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CERTIFICATION**ASSUMPTIONS & LIMITING CONDITIONS****ADDENDA**

Professional Service Agreement
Valuation Glossary
Qualifications of Appraisers
Qualifications of Colliers International Valuation & Advisory Services

GENERAL INFORMATION

Property Name	Three Industrial Land Parcels
Property Type	Land - Industrial Land
Address	165, 185 & 190 Thomas Edison Court
City	Mesquite
State	Nevada
Zip Code	89027
County	Clark
Core Based Statistical Area (CBSA)	Las Vegas-Henderson-Paradise, NV
Market	Las Vegas
Submarket	Outlying NE Clark County
Latitude	36.800672
Longitude	-114.127940
Number Of Parcels	3
Assessor Parcels	002-13-310-005, 002-13-310-006, 002-13-413-001
Total Taxable Value	\$553,686
Census Tract Number	59.04

SITE INFORMATION

Land Area	Acres	Square Feet
Usable	12.30	535,788
Unusable	11.79	513,572
Excess	0.00	0
<u>Surplus</u>	<u>0.00</u>	<u>0</u>
Total	24.09	1,049,360
Topography	Generally Level to Steep and Undulating above street grade	
Shape	Irregular	
Access	Fair/Average	
Exposure	Fair/Average	
Current Zoning	Industrial - Light (IR-1)	
Flood Zone	Zone X (Unshaded)	
Seismic Zone	Moderate Risk	

VALUATION SUMMARY

VALUATION INDICES	AS-IS MARKET VALUE
INTEREST APPRAISED	FEE SIMPLE
DATE OF VALUE	JUNE 11, 2021

FINAL VALUE CONCLUSION

FINAL VALUES	
APN 002-13-310-005	\$180,000
\$/SF (Usable)	\$1.20/SF
APN 002-13-310-006	\$140,000
\$/SF (Usable)	\$1.20/SF
APN 002-13-413-001	\$320,000
\$/SF (Usable)	\$1.20/SF

LAND VALUATION

LAND VALUES (Primary Site)	
APN 002-13-310-005	\$180,000
\$/SF (Usable)	\$1.20/SF
APN 002-13-310-006	\$140,000
\$/SF (Usable)	\$1.20/SF
APN 002-13-413-001	\$320,000
\$/SF (Usable)	\$1.20/SF

SWOT ANALYSIS

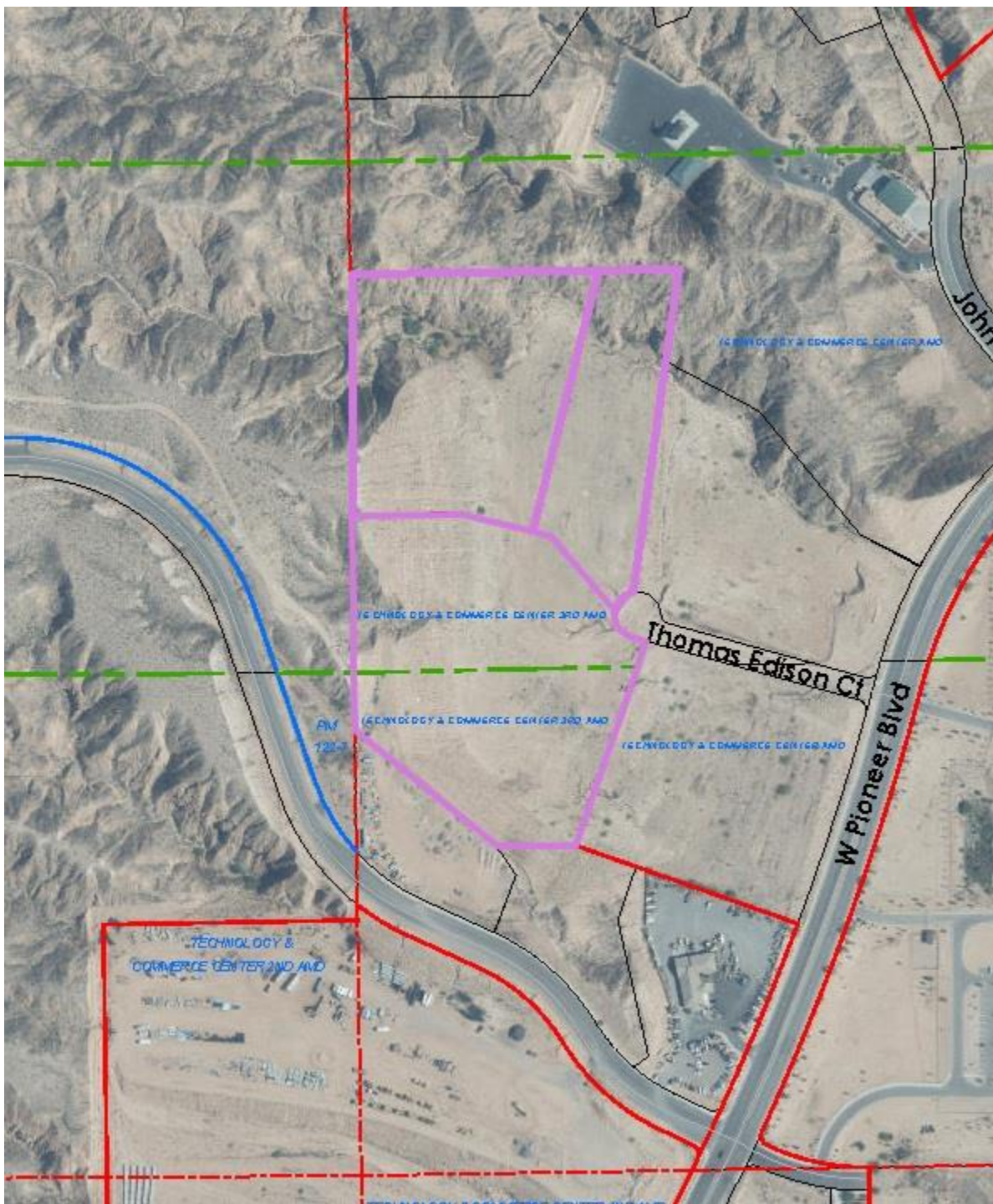
SWOT is an acronym for the internal strengths and weaknesses of an asset and the environmental (external) opportunities and threats facing that property. Based on our analysis of the subject property we have identified the following strengths, weaknesses, opportunities and threats.

Strengths/Opportunities

- › The subject property has a good location near the I-15.

Weaknesses/Threats

- › The subject includes substantial unusable area.





**VIEW OF THOMAS EDISON COURT STREET
ENTRANCE**



USABLE AREA SITE VIEW



USABLE AREA SITE VIEW



USABLE AREA SITE VIEW



USABLE AREA SITE VIEW



USABLE AREA SITE VIEW



VIEW FROM UNUSABLE SITE AREA



VIEW FROM UNUSABLE SITE AREA



VIEW FROM UNUSABLE SITE AREA



VIEW FROM UNUSABLE SITE AREA



VIEW FROM UNUSABLE SITE AREA



VIEW FROM UNUSABLE SITE AREA



VIEW FROM UNUSABLE SITE AREA



VIEW FROM UNUSABLE SITE AREA

PROPERTY IDENTIFICATION

The subject a 24.09-acre site at 165, 185 & 190 Thomas Edison Court in Mesquite, Clark County, Nevada. The assessor's parcel numbers are: 002-13-310-005, 002-13-310-006, 002-13-413-001.

The subject property is a portion of the following legal description.

Mount Diablo Meridian, Nevada

T. 13 S., R. 69 E.,
 sec. 25, lots 5, 7, 10, and 13;
 sec. 36, NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ W $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$,
 E $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$.
 T. 13 S., R. 70 E.,
 sec. 1, lots 5 to 12, inclusive, S $\frac{1}{2}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, S $\frac{1}{2}$;
 sec. 11, E $\frac{1}{2}$ SE $\frac{1}{4}$;
 sec. 12;
 sec. 13, W $\frac{1}{2}$;
 sec. 14, E $\frac{1}{2}$ NE $\frac{1}{4}$, S $\frac{1}{2}$;
 sec. 23, lots 5, 7, 8, and 10, N $\frac{1}{2}$, W $\frac{1}{2}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$;
 sec. 24, lot 7, NW $\frac{1}{4}$ NW $\frac{1}{4}$;
 sec. 26, lots 9, 11, and 12;
 sec. 27, lot 4, 6, 12, 14, and 15, N $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$;
 sec. 28, lot 1, NE $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$;
 sec. 30, lot 11;
 sec. 31, lots 6, 7, 8, 10, 12, 14, and 16, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$;
 sec. 32, lots 1, 5, 8, and 11, S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$;
 sec. 33, lots 3, 5, 7, and 9.
 T. 13 S., R. 71 E.,
 sec. 4, lots 6 to 11, inclusive, SW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$;
 sec. 5, lots 5 to 12, inclusive, S $\frac{1}{2}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, S $\frac{1}{2}$;
 sec. 6, lots 8 to 15, inclusive, S $\frac{1}{2}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, S $\frac{1}{2}$;
 sec. 7, N $\frac{1}{2}$.

Containing 7,689.59 acres, more or less.

CLIENT IDENTIFICATION

The client of this specific assignment is City of Mesquite.

PURPOSE

The purpose of this appraisal is to develop an opinion of the As-Is Market Value of the subject property's fee simple interest.

INTENDED USE

The intended use of this appraisal is to assist the City of Mesquite in establishing market value estimates for the potential exchange of the parcels.

INTENDED USERS

City of Mesquite is the only intended user of this report. Use of this report by third parties and other unintended users is not permitted. This report must be used in its entirety. Reliance on any portion of the report independent of others, may lead the reader to erroneous conclusions regarding the property values. Unless approval is provided by the authors no portion of the report stands alone.

ASSIGNMENT DATES

Date of Report	June 14, 2021
Date of Inspection	June 11, 2021
Valuation Date - As-Is	June 11, 2021

PERSONAL INTANGIBLE PROPERTY

No personal property or intangible items are included in this valuation.

PROPERTY AND SALES HISTORY

Current Owner

The subject title is currently recorded in the name of City of Mesquite who acquired title to the property on May 7, 2003 as land as part of a multi-parcel purchase for a total of \$10,750,000, as recorded in document 2003:0507:01426 of the Clark County Deed Records.

Three-Year Sales History

Research of the applicable public records, private data services and an interview of the current owner and/or broker revealed that the subject property has not transferred during the past three years of the effective date of value stated in this report.

Subject Sale Status

Research of the applicable public records, private data services and an interview of the current owner and/or broker revealed that the subject property is not under a current agreement of sale or option and is not currently offered for sale on the open market.

DEFINITIONS

This section summarizes the definitions of value, property rights appraised, and value scenarios that are applicable for this appraisal assignment. All other applicable definitions for this assignment are located in the Valuation Glossary section of the Addenda.

DEFINITIONS OF VALUE

Given the scope and intended use of this assignment, the definition of Market Value is applicable. The definition of Market Value, along with all other applicable definitions for this assignment, is located in the Valuation Glossary section of the Addenda (see Interagency Guidelines definition).

PROPERTY RIGHTS APPRAISED

The property rights appraised constitute the fee simple interest.

VALUE SCENARIOS

The valuation scenarios developed in this appraisal report include the As-Is Market Value of the subject property's fee simple interest..

INTRODUCTION

The appraisal development and reporting processes requires gathering and analyzing information about those assignment elements necessary to properly identify the appraisal problem to be solved. The scope of work decision must include the research and analyses that are necessary to develop credible assignment results given the intended use of the appraisal. Sufficient information includes disclosure of research and analyses performed and might also include disclosure of research and analyses not performed. The scope of work for this appraisal assignment is outlined below:

- The appraisers analyzed the regional and local area economic profiles including employment, population, household income, and real estate trends. The local area was further studied to assess the general quality and condition, and emerging development trends for the real estate market. The immediate market area was inspected and examined to consider external influences on the subject.
- The appraisers confirmed and analyzed legal and physical features of the subject property including sizes of the site, flood plain data, seismic zone, zoning, easements and encumbrances, access and exposure of the site.
- The appraisers completed a land market analysis that included market and sub-market overviews. The Las Vegas market and Outlying NE Clark County sub-market overviews analyzed supply/demand conditions using vacancy, absorption, supply change and rent change statistics. Conclusions were drawn regarding the subject property's competitive position given its physical and locational characteristics, the prevailing economic conditions and external influences.
- The appraisers conducted Highest and Best Use analysis and conclusions were drawn for the highest and best use of the subject property As-Vacant. The analysis considered legal, locational, physical and financial feasibility characteristics of the subject site.
- The appraisers confirmed and analyzed financial features of the subject property including potential entitlement issues, and tax and assessment records. This information as well as trends established by confirmed market indicators was used to forecast performance of the subject property.
- Selection of the valuation methods was based on the identifications required in USPAP relating to the intended use, intended users, definition and date of value, relevant property characteristics and assignment conditions. This appraisal developed the Sales Comparison Approach to value, which was adjusted and reconciled as appropriate. The appraisal develops an opinion of the As-Is Market Value of the subject property's fee simple interest.
- Reporting of this appraisal is in an Appraisal Report format as required in USPAP Standard 2. The appraiser's analysis and conclusions are fully described within this document.
- We understand the Competency Rule of USPAP and the authors of this report meet the standards.
- Leah Mullen (Nevada State Registered Appraiser Assistant No. A.0207978-INTR) provided significant real property appraisal assistance to the appraisers signing the certification.

SOURCES OF INFORMATION

The following sources were contacted to obtain relevant information:

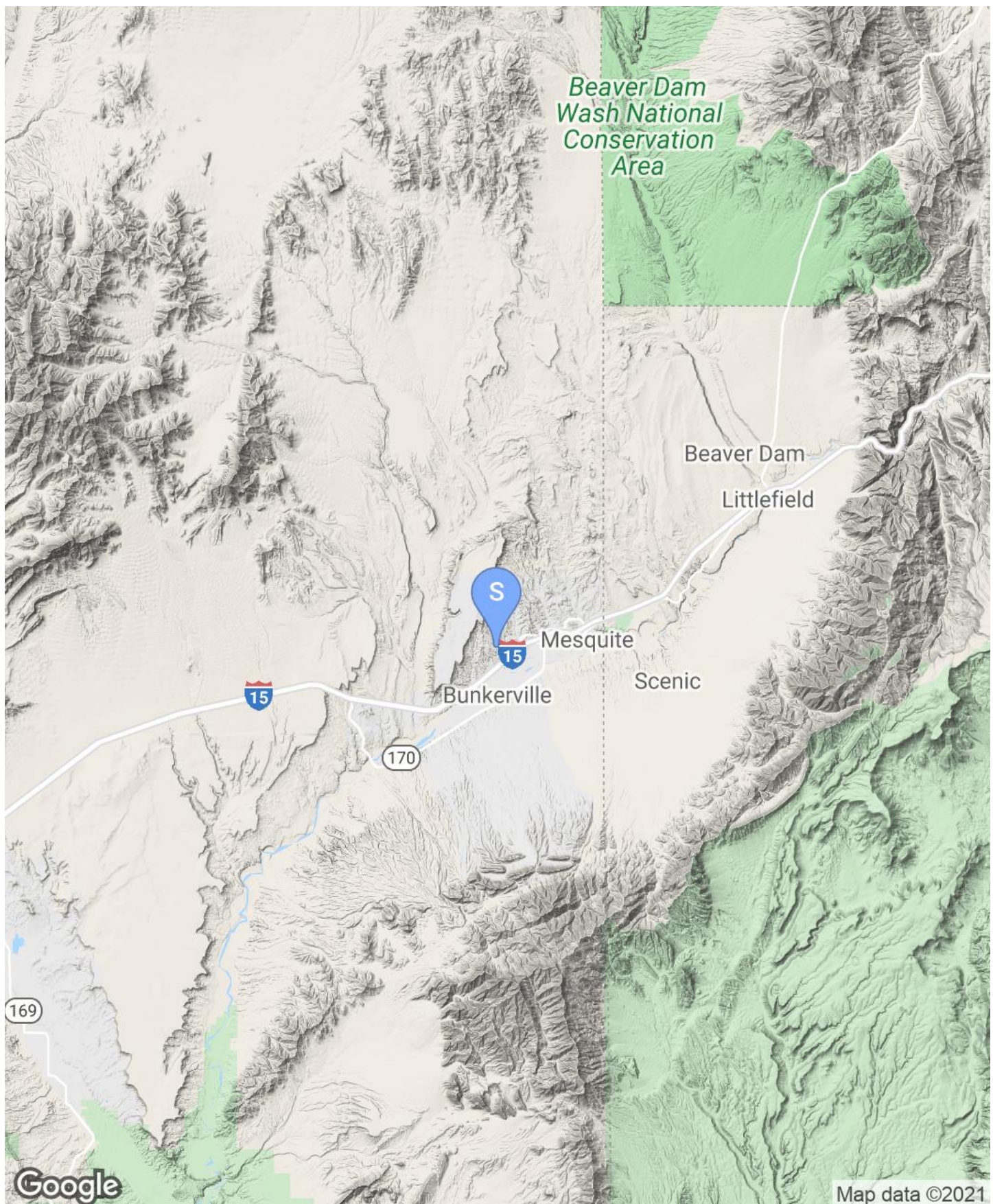
SOURCES OF INFORMATION

ITEM	SOURCE
Tax Information	Clark County Tax Assessor
Zoning Information	City of Mesquite Zoning Code
Site Size Information	Clark County Tax Assessor
Building Size Information	Clark County Tax Assessor
Flood Map	InterFlood
Demographics	Pitney Bowes/Gadberry Group - GroundView®
Comparable Information	See Comparable Datasheets for details
Legal Description	Grant Deed
Other Property Data	Clark County Property Records

SUBJECT PROPERTY INSPECTION

SUBJECT PROPERTY INSPECTION

APPRAISER	INSPECTED	EXTENT	DATE OF INSPECTION
Heidi Meidenbauer, MAI	Yes	Site Only	June 11, 2021
Evan Ranes, MAI, ASA, R/W-AC	No	-	-
Leah Mullen	Yes	Site Only	June 11, 2021



INTRODUCTION

The Las Vegas-Henderson-Paradise, NV Metropolitan Statistical Area is in southern Nevada and comprises Clark County. According to the 2010 census, the population was 1,951,269. The MSA is one of the top tourist destinations in the world, mostly concentrated in the Las Vegas Valley, which comprises the cities of Las Vegas and Paradise. The MSA also includes the cities of Henderson, North Las Vegas, and Boulder City. The MSA is served by Interstates 15, 215 and 515, U.S. Routes 93 and 95, and State Routes 146, 160, and 215. Air transportation is served by McCarran International Airport, a public airport in Paradise operated by Clark County. Clark County is home to 20 wilderness areas which include the Red Rock Canyon National Conservation Area, Sloan Canyon National Conservation Area, and Moapa Valley National Wildlife Refuge.



DEMOGRAPHIC ANALYSIS

The following is a demographic study of the region sourced by *S.Demo.Source*, an on-line resource center that provides information used to analyze and compare the past, present, and future trends of geographical areas. Demographic changes are often highly correlated to changes in the underlying economic climate. Periods of economic uncertainty necessarily make demographic projections somewhat less reliable than projections in more stable periods. These projections are used as a starting point, but we also consider current and localized market knowledge in interpreting them within this analysis. Please note that our demographics provider sets forth income projections in constant dollars which, by definition, reflect projections after adjustment for inflation. We are aware of other prominent demographic data providers that project income in current dollars, which do not account for inflation. A simple comparison of projections for a similar market area made under the constant and current dollar methodologies can and likely will produce data points that vary, in some cases, widely. Further, all forecasts, regardless of demographer methodology(ies), are subjective in the sense that the reliability of the forecast is subject to modeling and definitional assumptions and procedures.

REGIONAL AREA DEMOGRAPHICS							
YEAR	US	NV	COUNTY	YEAR	US	NV	COUNTY
POPULATION				NUMBER OF HOUSEHOLDS			
2010 Total Population	308,745,538	2,700,551	1,951,269	2020	124,774,359	1,124,668	805,584
2020 Total Population	330,412,290	3,124,128	2,303,520	2025	128,904,424	1,190,459	857,380
2025 Total Population	341,167,877	3,342,408	2,486,695	CAGR	0.7%	1.1%	1.3%
2010 - 2020 CAGR	0.7%	1.5%	1.7%	AVERAGE HOUSEHOLD SIZE			
2020 - 2025 CAGR	0.6%	1.4%	1.5%	2020	2.58	2.74	2.83
POPULATION DENSITY				2025	2.58	2.78	2.87
2020 Per Square Mile	92	28	286	CAGR	0.00%	0.23%	0.29%
2025 Per Square Mile	95	30	309	HOUSING UNITS			
MEDIAN AGE				Owner Occupied	81,377,620	665,490	463,066
2020	38.24	38.18	37.55	Renter Occupied	43,396,739	459,178	342,518
2025	38.97	38.86	38.25	AVERAGE HOUSEHOLD INCOME			
CAGR	0.38%	0.35%	0.37%	2020	\$90,034	\$81,823	\$80,911
MEDIAN HOME VALUE				2025	\$107,805	\$99,474	\$98,986
2020	\$203,894	\$241,284	\$237,221	CAGR	3.7%	4.0%	4.1%
PER CAPITA INCOME				MEDIAN HOUSEHOLD INCOME			
2020	\$34,853	\$29,817	\$28,583	2020	\$62,847	\$60,289	\$59,587
2025	\$41,726	\$35,843	\$34,459	2025	\$75,115	\$72,920	\$72,576
CAGR	3.7%	3.8%	3.8%	CAGR	3.6%	3.9%	4.0%

Source: Pitney Bowes/Gadberry Group - GroundView®

Population

According to Pitney Bowes/Gadberry Group - GroundView®, a Geographic Information System (GIS) Company, Clark County had a 2020 total population of 2,303,520 and experienced an annual growth rate of 1.7%, which was higher than the Nevada annual growth rate of 1.5%. The county accounted for 73.7% of the total Nevada population (3,124,128). Within the county the population density was 286 people per square mile compared to the lower Nevada population density of 28 people per square mile and the lower United States population density of 92 people per square mile. The 2020 median age for the county was 37.55, which was 1.82% younger than the United States median age of 38.24 for 2020. The median age in the county is anticipated to grow by 0.37% annually, increasing the median age to 38.25 by 2025.

Education

The area is home to three institutions of higher education: University of Nevada-Las Vegas, College of Southern Nevada and Nevada State College. The University of Nevada-Las Vegas (UNLV) is a public research institution and is continuing toward its broader Top Tier vision to become one of the nation's premier public universities in research, education, and community impact by 2025. With an economic impact of \$2.51 billion (2017), UNLV has 4,002 employees and over 31,000 students. UNLV has two campuses, the 332-acre main campus approximately one and one-half miles east of the Las Vegas Strip, and the Shadow Lane campus, adjacent to the University Medical Center of Southern Nevada, a non-profit government hospital which contains the School of Dental Medicine. The College of Southern Nevada is a two-year college with campuses in Las Vegas, Henderson, Charleston and Mesquite. The college offers two-year degrees in several fields including business administration, hospitality/public services, and behavioral sciences. Nevada State College is a four-year public college in Henderson. The college has a 509-acre campus with an annual enrollment of over 35,800 students per Fall Semester.

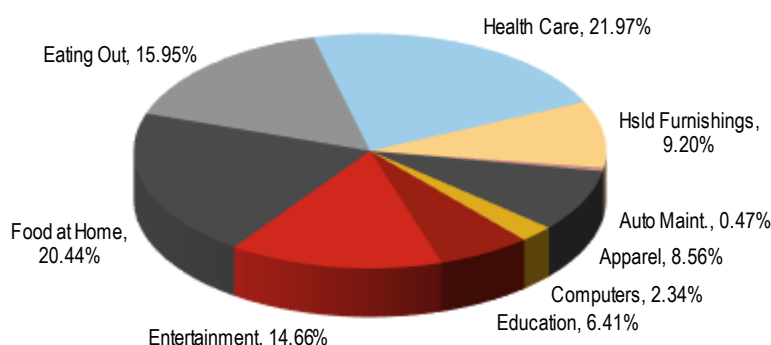
Household Trends

The 2020 number of households in the county was 805,584. The number of households in the county is projected to grow by 1.3% annually, increasing the number of households to 857,380 by 2025. The 2020 average household size for the county was 2.83, which was 9.58% larger than the United States average household size of 2.58 for 2020. The average household size in the county is anticipated to grow by 0.29% annually, raising the average household size to 2.87 by 2025. Clark County had 42.52% renter occupied units, compared to the lower 40.83% in Nevada and the lower 34.78% in the United States.

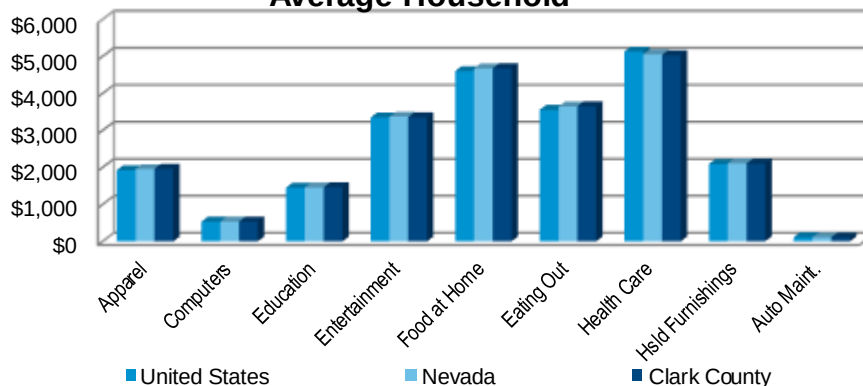
Income Trends

The 2020 median household income for the county was \$59,587, which was -5.2% lower than the United States median household income of \$62,847. The median household income for the county is projected to grow by 4.0% annually, increasing the median household income to \$72,576 by 2025. As is often the case when the median household income levels are similar to than the national average, the cost of living index is also similar. According to the American Chamber of Commerce Researchers Association (ACCRA) Cost of Living Index, the Clark County MSA's cost of living is 104.2 compared to the national average score of 100. The ACCRA Cost of Living Index compares groceries, housing, utilities, transportation, health care and miscellaneous goods and services for over 300 urban areas.

Consumer Spending Clark County



Consumer Spending Comparison
Average Household



EMPLOYMENT

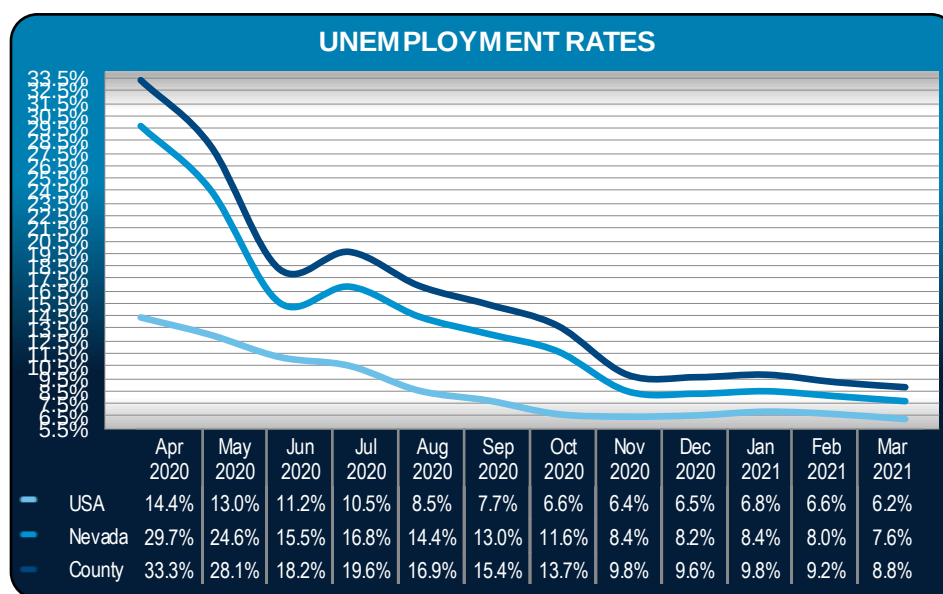
Total employment has increased annually over the past decade in the state of Nevada by 1.4% and increased annually by 1.3% in the county. From 2019 to 2020 unemployment increased in Nevada by 8.9% and increased

by 10.6% in the county. In the state of Nevada unemployment has decreased over the previous month by 0.4% and decreased by 0.4% in the county.

EMPLOYMENT & UNEMPLOYMENT STATISTICS 2011 - 2020

TOTAL EMPLOYMENT					UNEMPLOYMENT RATE		
Year	Nevada		Clark County, NV		United States*	Nevada	Clark County, NV
	Total	% Δ Yr Ago	Total	% Δ Yr Ago			
2011	1,179,653	0.7%	852,943	0.7%	8.9%	13.3%	13.5%
2012	1,207,733	2.4%	875,964	2.7%	8.1%	11.6%	11.7%
2013	1,234,021	2.2%	898,037	2.5%	7.4%	10.0%	10.0%
2014	1,267,424	2.7%	926,938	3.2%	6.2%	8.2%	8.2%
2015	1,301,094	2.7%	956,238	3.2%	5.3%	6.8%	6.9%
2016	1,332,390	2.4%	978,799	2.4%	4.9%	5.8%	5.9%
2017	1,380,207	3.6%	1,011,367	3.3%	4.4%	5.0%	5.2%
2018	1,439,599	4.3%	1,052,555	4.1%	3.9%	4.4%	4.6%
2019	1,505,228	4.6%	1,103,405	4.8%	3.7%	3.9%	4.1%
2020	1,334,416	(11.3%)	958,069	(13.2%)	8.1%	12.8%	14.7%
CAGR	1.4%	-	1.3%	-	-	-	-

Source: U.S. Bureau of Labor Statistics *Unadjusted Non-Seasonal Rate



According to the Nevada Department of Employment, Training and Rehabilitation's (DETR) April 15, 2021 Statewide Press Release, employment in Nevada added back 4,700 jobs over the month as the state continues to recover. Jobs remain below typical levels, and are down 134,800 jobs since March 2020, for an annual decline of 9.4%. The total employment level in the state is 1,296,200. The state's unemployment rate in March is 8.1 percent, down from 8.4 percent in February but up 1.7 percentage points when compared to March 2020.

Las Vegas MSA seasonally adjusted total nonfarm employment realized an increase of 4,400 jobs (0.5%) from February 2021 to March 2021. Compared to March 2020 total nonfarm employment saw a decrease of 126,200 jobs (-12.1%). Sector estimates are not adjusted for seasonality.

TOP EMPLOYERS		
EMPLOYER NAME	EMPLOYEES	INDUSTRY
MGM Resorts International	77,000	Hospitality
Caesars Entertainment	65,000	Travel and Leisure
Las Vegas Sands	50,500	Hospitality, Tourism
Clark County School District	42,010	Education
Johnson Electric	40,000	Manufacturing
Wynn Resorts	25,200	Travel and Leisure
Boyd Gaming	19,932	Hospitality
Wynn Las Vegas	12,000	Hotel
International Gaming Technology	12,000	Travel and Leisure
Station Casinos	11,600	Entertainment

Source: Zippia.com

In addition to large corporations, universities, hospitals and public sector employment located within the Las Vegas MSA, smaller businesses make up a large portion of the local employment picture.

AIRPORT STATISTICS

The following chart summarizes the local airport statistics.

MCCARRAN INTERNATIONAL AIRPORT (LAS)		
YEAR	ENPLANED PASSENGERS	% CHG
2009	19,445,952	-
2010	18,996,738	(2.3%)
2011	19,872,617	4.6%
2012	19,959,651	0.4%
2013	19,946,179	(0.1%)
2014	20,551,016	3.0%
2015	21,824,231	6.2%
2016	22,833,267	4.6%
2017	23,364,393	2.3%
2018	23,795,012	1.8%
2019	24,728,361	3.9%

Source: U.S. Department of Transportation

SOUTHERN NEVADA TAX CLIMATE & OPERATING STRUCTURE

The low-tax climate in Southern Nevada is one of the most-cited reasons to do business in Nevada. This tax structure clearly distinguishes Nevada as providing a business environment very few states can match. Nevada has

- No personal income tax
- No franchise tax
- No unitary tax
- No inventory tax
- No inheritance tax
- No estate tax

HEALTHCARE & LIFE SCIENCES

In the tables below are listed urgent care hospitals and specialty hospitals located in the region. The hospitals are ranked by bed count.

Urgent Care Hospitals			
Rank	Name	Beds	Avg. Daily Occupancy
1	Sunrise Hospital Medical Center	690	522
2	University Medical Center	541	376
3	Summerlin Hospital Medical Center	454	280
4	MountainView Hospital	340	284
5	Valley Hospital Medical Center	301	220
6	Desert Springs Hospital	293	218
7	Spring Valley Hospital Medical Center	231	221
8	St. Rose Dominican, Siena Campus	230	202
9	Centennial Hills Hospital Medical Center	190	126
10	North Vista Hospital	177	123
11	St. Rose Dominican, St. Martin Campus	147	95
12	Southern Hills Hospital	134	102
13	St. Rose Dominican Hospital, Rose de Lima Campus	110	96

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Specialty Hospitals			
Rank	Name	Beds	Specialties
1	Southern Nevada Adult Mental Health Services	289	Behavioral Health
2	Horizon Specialty Hospital of LV	176	Long-term acute care
3	Kindred Hospital LV-Flamingo	174	Long-term acute care
4	Mountain's Edge Hospital	130	Long-term acute care
5	Harmon Hospital	116	Rehab
6	Spring Mountain Treatment Center	110	Behavioral Health
7	HealthSouth Rehabilitation Hospital of HD	90	Rehab
8	Desert Parkway Behavioral Healthcare Hospital	83	Behavioral Health
9	HealthSouth Rehabilitation Hospital of LV	79	Rehab
10	Complex Care Hospital at Tenaya	70	Complex long-term hospitalization
11	Desert Willow Treatment Center	58	Psychiatric care
12	Kindred Hospital LV-Sahara	52	Long-term acute care
13	HealthSouth Desert Canyon Rehabilitation Hospital	50	Rehab
14	Horizon Specialty Hospital of HD	39	Long-term acute care
15	Spring Mountain Sahara	30	Behavioral Health
16	Kindred Hospital LV-St. Rose Dominican St. Rose De Lima	28	Long-term acute care
17	Montevista Behavioral Health Hospital	21	Behavioral Health

Las Vegas Business Press - 2016 Book of Lists

AEROSPACE, UNMANNED AERIAL SYSTEMS, AND DEFENSE

The Defense and Aerospace cluster has historically been an important part of the Southern Nevada regional economy. Between the Nellis and Creech Air Force Bases and the Nevada Testing and Training Range, the Department of Defense employs approximately 14,000 airmen, civilian staff, and contractors in Southern Nevada. In recent years, the unmanned aerial systems (UAS) industry has become an important part of our economy. Creech AFB, in the town of Indian Springs northwest of Las Vegas, is the global home of drone operations for the Air Force. Additionally, Nevada is one of six locations that the FAA selected to be a center for Unmanned Aerial System (UAS) development in the United States.

Nevada's airspace is unique: it has expansive Military Operations Areas (MOAs) for testing, and general aviation airspace ranges from extremely low density (both aircraft and population) to extremely high density in certain areas. Restricted airspace can be negotiated using partnerships with Department of Defense and Department of Energy facilities.

Southern Nevada has:

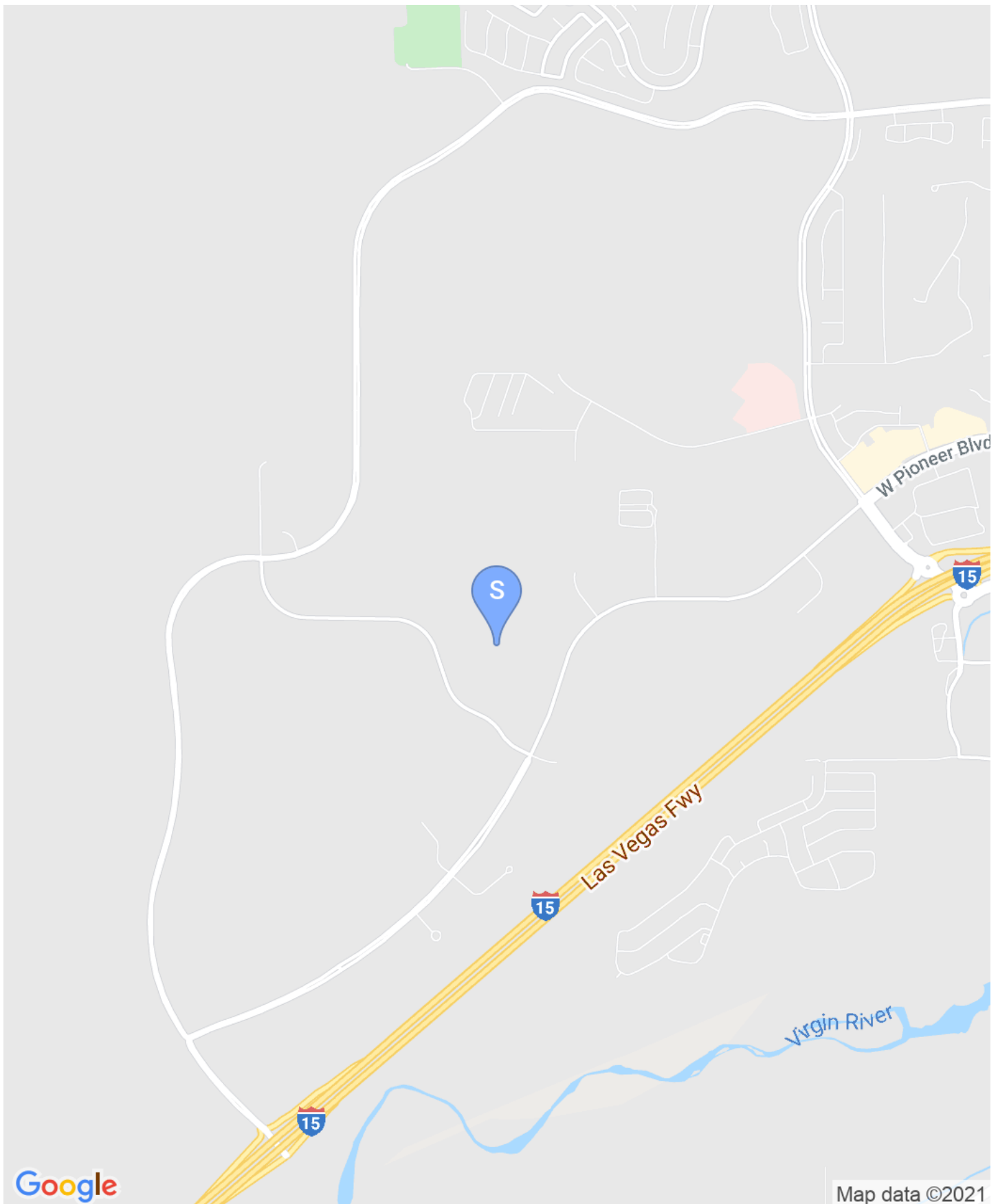
- A climate ideal for testing and R&D with 320 days of sunshine and among the most predictable weather patterns in the nation
- Low costs of start-up and operations
- Abundance of economical commercial real estate near designated UAV airports near key metro areas, with large warehouse-type facilities available
- Competitive utility rates for commercial operations
- Robust data storage capacity, cloud computing resources and providers in-state

Southern Nevada has three major United States Air Force installations

1. **Nellis Air Force Base**, a part of the United States Air Force's Air Combat Command, is located approximately eight miles northeast of Las Vegas, Nev. The base itself covers more than 14,000 acres, while the total land area occupied by Nellis and its restricted ranges is about 5,000 square miles. An additional 7,700 miles of airspace north and east of the restricted ranges are also available for military flight operations.
2. **Creech Air Force Base**, about 35 miles north of Las Vegas, is home to the 432 Wing, which has six operational squadrons, one maintenance squadron, and MQ-9 Reapers and MQ-1 Predator unmanned aerial vehicles, which are central to the ongoing Global War on Terror. The base is also home to the Unmanned Aerial Vehicle Battlelab.
3. **Nevada Testing and Training Range (NTTR)** is the largest contiguous air and ground space available for peacetime military operations in the free world. Annually, NTTR hosts large international training operations, including Red Flag and Green Flag

SUMMARY

While the above data is the most recent available data as widely reported, the COVID-19 pandemic has had a substantial impact on employment figures throughout the region, state and USA. Moving forward, economists are predicting a good economic recovery for 2021; however, it will depend on a robust come back to a tourism industry with hopes that the distribution of vaccinations will help increase consumer confidence and comfortability in large groups.



INTRODUCTION

In this section of the report, we provide details about the local area and describe the influences that bear on the real estate market as well as the subject property. A map of the local area is presented on the prior page. Below are insights into the local area based on fieldwork, interviews, demographic data and experience working in this market.

LOCAL AREA PROFILE

The subject property is located in Mesquite, Nevada, within Clark County. According to the 2015 census, the population was 17,496. The city is in the Virgin Valley, adjacent to the Virgin Mountains in the northeastern part of the Mojave Desert. Mesquite is next to the Arizona state line, 80 miles northeast of Las Vegas and 39 miles southwest of St. George, Utah. The city is served by the St. George Regional Airport, approximately 42 miles northeast. The area is intersected by Interstate 15 and State Route 144.

DEMOGRAPHIC PROFILE

Below is a demographic study of the area, sourced by *Pitney Bowes/Gadberry Group - GroundView®*, an on-line resource center that provides information used to analyze and compare the past, present, and future trends of properties and geographical areas. Please note that our demographics provider sets forth income projections in constant dollars which, by definition, reflect projections after adjustment for inflation. We are aware of other prominent demographic data providers that project income in current dollars, which do not account for inflation. A simple comparison of projections for a similar market area made under the constant and current dollar methodologies can and likely will produce data points that vary, in some cases, widely. Further, all forecasts, regardless of demographer methodology(ies), are subjective in the sense that the reliability of the forecast is subject to modeling and definitional assumptions and procedures.

LOCAL AREA DEMOGRAPHICS							
DESCRIPTION	1 MILE	3 MILES	5 MILES	DESCRIPTION	1 MILE	3 MILES	5 MILES
POPULATION				AVERAGE HOUSEHOLD INCOME			
2000 Population	286	6,063	10,540	2020	\$59,776	\$69,281	\$68,566
2010 Population	870	9,891	16,761	2025	\$72,404	\$86,440	\$86,104
2020 Population	866	12,416	20,898	Change 2020-2025	21.12%	24.77%	25.58%
2025 Population	845	13,789	23,075	MEDIAN HOUSEHOLD INCOME			
Change 2000-2010	204.20%	63.14%	59.02%	2020	\$49,673	\$55,180	\$53,845
Change 2010-2020	(0.46%)	25.53%	24.68%	2025	\$61,470	\$66,767	\$64,974
Change 2020-2025	(2.42%)	11.06%	10.42%	Change 2020-2025	23.75%	21.00%	20.67%
POPULATION 65+				PER CAPITA INCOME			
2010 Population	334	2,505	4,532	2020	\$24,808	\$26,917	\$27,388
2020 Population	368	4,299	7,278	2025	\$29,563	\$33,482	\$34,133
2025 Population	389	5,436	9,053	Change 2020-2025	19.17%	24.39%	24.63%
Change 2010-2020	10.18%	71.62%	60.59%	2020 HOUSEHOLDS BY INCOME			
Change 2020-2025	5.71%	26.45%	24.39%	<\$15,000	8.8%	5.8%	8.0%
NUMBER OF HOUSEHOLDS				\$15,000-\$24,999	11.4%	10.1%	10.9%
2000 Households	131	2,032	3,818	\$25,000-\$34,999	10.7%	12.4%	11.5%
2010 Households	445	3,876	6,814	\$35,000-\$49,999	19.3%	17.2%	16.1%
2020 Households	420	4,846	8,342	\$50,000-\$74,999	19.5%	20.4%	21.3%
2025 Households	403	5,369	9,141	\$75,000-\$99,999	18.6%	16.6%	14.7%
Change 2000-2010	239.69%	90.75%	78.47%	\$100,000-\$149,999	8.8%	12.2%	11.2%
Change 2010-2020	(5.62%)	25.03%	22.42%	\$150,000-\$199,999	1.9%	2.5%	3.3%
Change 2020-2025	(4.05%)	10.79%	9.58%	\$200,000 or greater	0.7%	2.8%	2.9%
HOUSING UNITS (2020)				MEDIAN HOME VALUE			
Owner Occupied	352	3,555	5,940	AVERAGE HOME VALUE	\$189,610	\$221,380	\$216,068
Renter Occupied	101	1,342	2,392	HOUSING UNITS BY UNITS IN STRUCTURE			
HOUSING UNITS BY YEAR BUILT				1, detached	133	3,036	4,777
Built 2010 or later	8	582	800	1, attached	301	843	1,433
Built 2000 to 2009	238	2,218	3,498	2	2	4	70
Built 1990 to 1999	148	1,323	2,663	3 or 4	0	277	934
Built 1980 to 1989	22	330	691	5 to 9	0	139	276
Built 1970 to 1979	4	249	481	10 to 19	0	142	207
Built 1960 to 1969	0	68	115	20 to 49	0	178	244
Built 1950 to 1959	0	44	46	50 or more	0	64	73
Built 1940 to 1949	0	0	4	Mobile home	18	214	315
Built 1939 or earlier	0	31	43	Boat, RV, van, etc.	0	0	3

Source: Pitney Bowes/Gadberry Group - GroundView®

Transportation Routes

Major traffic arteries are shown in the chart below:

MAJOR ROADWAYS & THOROUGHFARES			
HIGHWAY	DIRECTION	FUNCTION	DISTANCE FROM SUBJECT
I-15	northeast-southw	Interstate Highway	This is within a mile of the subject property.
SURFACE STREETS	DIRECTION	FUNCTION	DISTANCE FROM SUBJECT
W Pioneer Blvd	northeast-southw	Primary Arterial	This is within a half mile of the subject property.

Public Transportation is not available near the subject property.

Economic Factors

Mesquite is home to a growing retirement community, as well as several casino resorts and golf courses. Casinos in the area include the Virgin River Casino, Casa Blanca, Eureka Casino Hotel and Stateline Casino and Motel and the Rising Star Hotel. The city is a destination for year-round golf, with over nine public courses drawing golfers to the city. The city is a stopping point for those travelling along Interstate 15, between Salt Lake City, Las Vegas and Los Angeles. West Mesquite Boulevard serves as a commercial corridor with stores, financial institutions, hotels, restaurants and casinos. The Bowler Plaza is the primary shopping center on the east side of town south of Interstate 15 on North Sandhill Boulevard. The Walmart supercenter is the primary regional

shopping center on the west side of town at Falcon Ridge Parkway and W. Pioneer Blvd. The city's main industries are entertainment/gaming, recreation, retail trade and accommodation/food services. The retirement population is well established and impacts the economic base significantly.

Community Services

Community services and facilities are readily available in the surrounding area. These include public services such as fire stations, hospitals, police stations, and schools (all ages). The subject property is located in the Clark County School District. GreatSchools.org is an online resource that rates every school district and school on a scale of one to ten based on test scores. They also track parents rating of the school on a one to five scale. The chart details the local school districts and high school ratings nearest to the subject.

HIGH SCHOOLS							
HIGH SCHOOLS	GREATSCHOOLS RATING	PARENT RATING	SCHOOL TYPE	GRADES SERVED	DISTANCE FROM SBJ.	CITY LOCATION	TOTAL ENROLLMENT
Virgin Valley High School	5	3	public	9-12	2.97 miles	Mesquite	735
Moapa Valley High School	7	5	public	9-12	24.81 miles	Moapa Valley	519

Source: GreatSchools.org

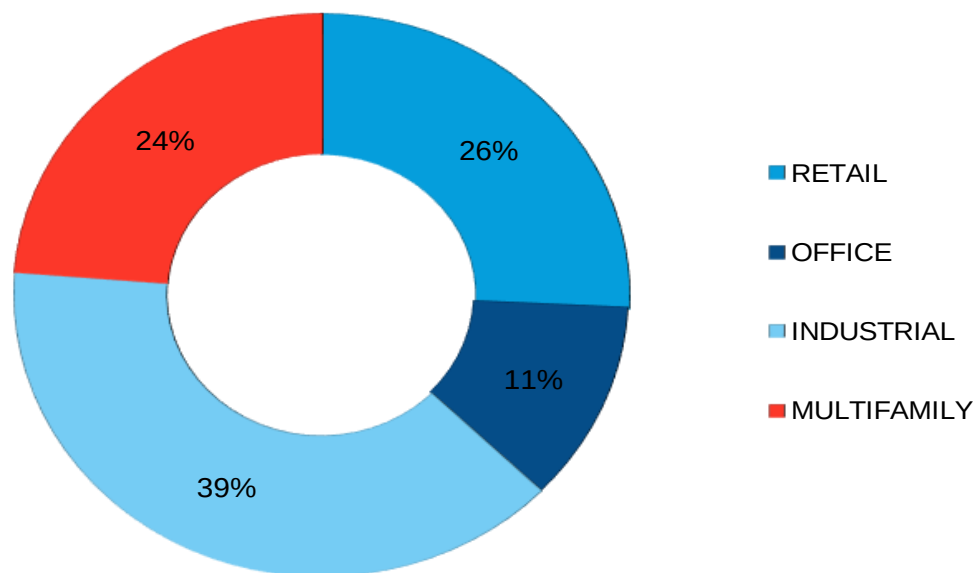
IMMEDIATE AREA PROFILE

This section discusses uses and development trends in the immediate area that directly impact the performance and appeal of the subject property.

Predominant Land Uses

Significant development in the immediate area consists of office, retail, and industrial, with multi-family complexes and single-family residential development removed from the arterials. The local area has a mix of commercial uses nearby and the composition is shown in the following graph.

COMMERCIAL AREA COMPOSITION



©CoStar

SUBJECT PROPERTY ANALYSIS

The following discussion draws context and analysis on how the subject property is influenced by the local and immediate areas.

Subject Property Analysis

The uses adjacent to the property are noted below:

- › **North** - Industrial zoned vacant land
- › **South** - Industrial zoned vacant land followed by Witwer Trail
- › **East** - Industrial zoned vacant land and Thomas Edison Ct followed by W Pioneer Blvd
- › **West** - PUD zoned vacant land

Access

The subject site has frontage on cul-de-sac feeder street. Based on our field work, the subject's access is rated fair/average compared to other properties with which it competes.

Visibility

The subject is clearly visible in both directions along the street. The visibility of the property is not hampered by adjacent properties, trees or other obstructions. In comparison to competitive properties, the subject property has average visibility.

Subject Conclusion

Trends in the local and immediate areas, adjacent uses and the property's specific location features indicate an overall typical external influence for the subject, which is concluded to have an average position in context of competing properties.

SUMMARY

Trends in the local and immediate areas, adjacent uses and the property's specific location features indicate an overall typical external influence for the subject, which is concluded to have an average position in context of competing properties.

General Description The subject site consists of 3 parcels. As noted below, the subject site has 1,049,360 SF (24.09 AC) of land area. The area is estimated based on the assessor's parcel map, and may change if a professional survey determines more precise measurements. Going forward, our valuation analyses will utilize the usable site area. The following discussion summarizes the subject site size and characteristics.

Assessor Parcels See Multiple Parcel Chart For Breakdown

Number Of Parcels 3

Land Area	Acres	Square Feet
Primary Parcel	12.30	535,788
Unusable Land	11.79	513,572
Excess Land	0.00	0
<u>Surplus Land</u>	<u>0.00</u>	<u>0</u>
Total Land Area	24.09	1,049,360

Shape See Multiple Parcel Chart For Breakdown

Topography Generally Level to Steep and Undulating above street grade

Drainage Assumed Adequate

Utilities All available to the site

Street Improvements	Street	Direction	No. Lanes	Street Type	Curbs	Skatewalks	Streetslights	Center Lane	Gutters
Thomas Edison Court	Secondary Street	two-way	two-lane	connector street					
Frontage	The subject has limited frontage at the end of Thomas Edison Ct.								

Accessibility **Fair/Average** - The subject is within half a mile of W Pioneer Blvd and within a mile of I-15. Access to the subject is offered through full ingress and egress off Thomas Edison Ct.

Exposure **Fair/Average** - The subject is at a signalized corner location at the intersection of two well-traveled arterials

Seismic The subject is in Moderate Risk.

Flood Zone Zone X (Unshaded). This is referenced by Community Number 32003C, Panel Number 0367F, dated December 04, 2007. Zone X (unshaded) is a Non-Special Flood Hazard Area (NSFHA) of minimal flood hazard, usually depicted on Flood Insurance Rate Maps (FIRM) as above the 500-year flood level. This is an area in a low to moderate risk flood zone that is not in any immediate danger from flooding caused by overflowing rivers or hard rains. In communities that participate in the National Flood Insurance Program (NFIP), flood insurance is available to all property owners and renters in this zone.

MULTIPLE PARCEL SITE DESCRIPTION GRID

PARCEL	USABLE		UNUSABLE		EXCESS		SURPLUS		TOTAL		FRONTING STREET	SHAPE	ACCESS	EXPOSURE	FLOOD PLAIN
	SF	AC	SF	AC	SF	AC	SF	AC	SF	AC					
002-13-310-005	152,460	3.50	44,431	1.02	0	0.00	0	0.00	196,891	4.52	Thomas Edison Court	Irregular	Fair/Average	Fair/Average	Zone X (Unshaded)
002-13-310-006	113,256	2.60	246,550	5.66	0	0.00	0	0.00	359,806	8.26	Thomas Edison Court	Irregular	Fair/Average	Fair/Average	Zone X (Unshaded)
002-13-413-001	270,072	6.20	222,592	5.11	0	0.00	0	0.00	492,664	11.31	Thomas Edison Court	Irregular	Fair/Average	Fair/Average	Zone X (Unshaded)
TOTAL	535,788	12.30	513,572	11.79	0	0.00	0	0.00	1,049,360	24.09					

Site Rating

Overall, the subject site is considered a good land site in terms of its location, exposure, and access to employment, education and shopping centers, recognizing its location along a neighborhood collector street.

Easements

A preliminary title report was not available for review. During the on-site inspection, no adverse easements or encumbrances were noted. This appraisal assumes that there is no negative value impact on the subject improvements. If questions arise regarding easements, encroachments, or other encumbrances, further research is advised.

Soils

A detailed soils analysis was not available for review. Based on the development of the subject, it appears the soils are stable and suitable for the existing improvements.

Hazardous Waste

We have not conducted an independent investigation to determine the presence or absence of toxins on the subject property. If questions arise, the reader is strongly cautioned to seek qualified professional assistance in this matter. Please see the Assumptions and Limiting Conditions for a full disclaimer.

PLAT MAPS

This map is for assessment use only and does NOT represent a survey. No liability is assumed for the accuracy of the data delineated herein. Information on roads and other non-assessed parcels may be obtained from the Road Document Listing in the Assessor's Office.

This map is compiled from official records, including surveys and deeds, but only contains the information required for assessment. See the recorded documents for more detailed legal information.

USE THIS SCALE FEET WHEN MAP REDUCED FROM 11X17 ORIGINAL

0 100 200 300 400 500 600

MAP LEGEND

- PARCEL BOUNDARY
- SUB BOUNDARY
- PM/D BOUNDARY
- ROAD EASEMENT
- MATCH / LEADER LINE
- HISTORIC LOT LINE
- HISTORIC SUB BOUNDARY
- HISTORIC PM/D BOUNDARY
- SECTION LINE
- CONDOMINIUM UNIT
- AIR SPACE PCL
- RIGHT OF WAY PCL
- SUB-SURFACE PCL

ASSESSOR'S PARCELS - CLARK COUNTY, NV.
Briana Johnson - Assessor

001 ROAD PARCEL NUMBER
001 PARCEL NUMBER
1.00 ACREAGE
202 PARCEL SUB/SEQ NUMBER
PB 24-45 PLAT RECORDING NUMBER
5 BLOCK NUMBER
5 LOT NUMBER
GLS GOV. LOT NUMBER

T13S R70E

13

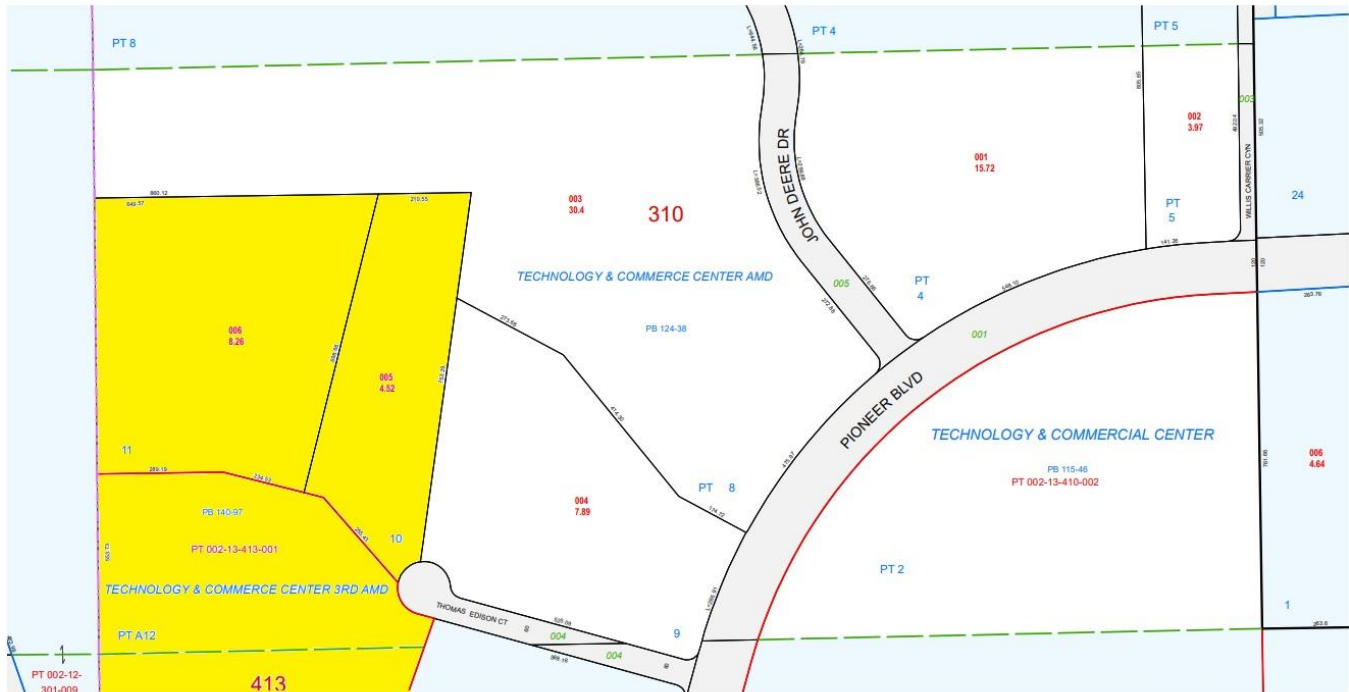
N 2 SW 4

002-13-3

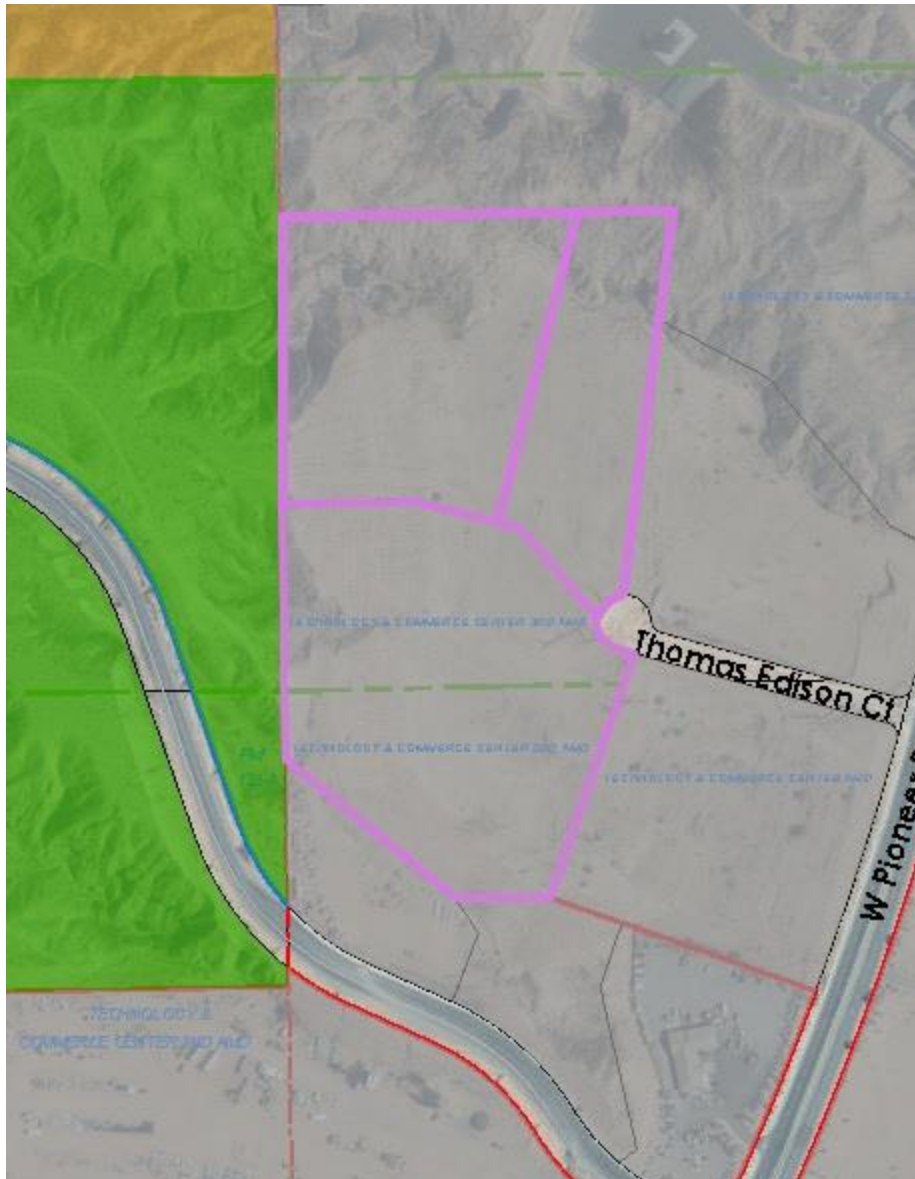
CLARK COUNTY NEVADA

Scale: 1" = 200'

Rev: 1/8/2019



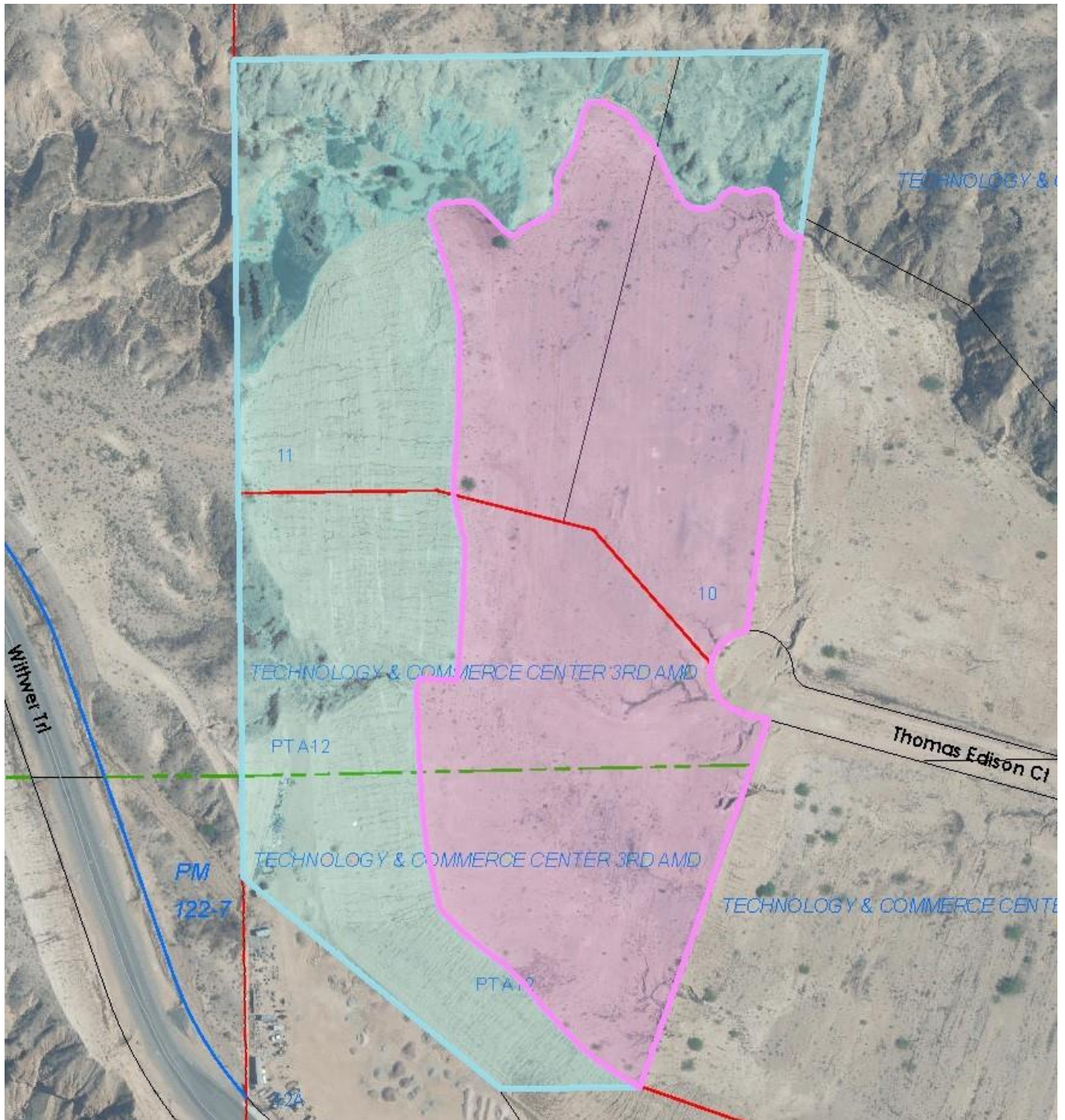
ZONING MAP



FLOOD MAP



ESTIMATED USABLE AREA



The pink shaded area represents the estimated usable site area of the subject property.

INTRODUCTION

Assessment of real property is established by an assessor that is an appointed or elected official charged with determining the value of each property. The assessment is used to determine the necessary rate of taxation required to support the municipal budget. A property tax is a levy on the value of property that the owner is required to pay to the municipality in which it is situated. Multiple jurisdictions may tax the same property.

The subject property is located within Clark County. The assessed value and property tax for the current year are summarized in the following table.

ASSESSMENT & TAXES						
Tax Year	2021			Tax Rate	2.7737%	
Tax Rate Area	901			Taxes Current	Yes	
APN	LAND	IMPV	TOTAL	EXEMPTIONS	TAXABLE	BASE TAX
002-13-310-005	\$124,041	\$0	\$124,041	\$0	\$124,041	\$3,440.53
002-13-310-006	\$181,342	\$0	\$181,342	\$0	\$181,342	\$5,029.88
002-13-413-001	\$248,303	\$0	\$248,303	\$0	\$248,303	\$6,887.18
Totals	\$553,686	\$0	\$553,686	\$0	\$553,686	\$15,357.59
Total/SF	\$0.53	\$0.00	\$0.53	\$0.00	\$0.53	\$0.01
Total Base Tax						\$15,357.59
Total Base Tax Per SF						\$0.01

Source: Clark County Assessment & Taxation

SUBJECT PROPERTY ANALYSIS

The total taxable value for the subject property is \$553,686 or \$0.53/SF. There are no exemptions in place. Total taxes for the property are \$15,358 or \$0.01/SF.

In the State of Nevada, taxes are assessed on a fiscal year basis starting July 1st. Reassessments of property values occur every year. Taxable value represents the appraised value of the land and the current replacement cost of improvements, less depreciation, as determined by the Assessor. Assessed value is established as 35% of the taxable value. The value is broken down to represent a portion attributable to land, improvements and personal property. There are 107 tax districts in Clark County. The tax rates for these districts are based on the amount of monies budgeted to them for the necessary maintenance and improvements for their facilities and services. The tax monies collected for the districts must pay for schools, roads, police and fire protection, along with all other services that a taxpayer demands and desires from local government. These tax rates vary depending on the type of services provided to each district. The Nevada State Legislature passed a law to provide property tax relief to all citizens. NRS 361.4723 provides a partial abatement of taxes by applying a cap of up to 8% on the tax for residences that are not owner occupied. The up to 8% cap would also apply to land, commercial buildings, business personal property, aircraft, etc. The subject is located in tax district 901 with a tax rate of 2.7737%. Tax rates are set in June of each year. Tax bills are prepared and mailed out by August 1st of each year. Property taxes are due on the third Monday in August. However, the property owner may elect to pay in installments if the taxes on a parcel exceed \$100.00. In the State of Nevada, properties are not reassessed upon resale or refinance.

According to the staff representative NAME OPTIONAL at the Clark County Assessor's Office, real estate taxes for the subject property are current as of the date of this report.

INTRODUCTION

Zoning requirements typically establish permitted and prohibited uses, building height, lot coverage, setbacks, parking and other factors that control the size and location of improvements on a site. The zoning characteristics for the subject property are summarized below:

ZONING SUMMARY	
Municipality Governing Zoning	City of Mesquite Planning & Zoning Department
Current Zoning	Industrial - Light (IR-1)
Permitted Uses	Please see the below table.
Prohibited Uses	Those not listed in the below table.
Current Use	Vacant Land
Is Current Use Legally Permitted?	Yes
Zoning Change	Not Likely

IR-1 ZONING DISTRICT - ALLOWABLE USES		
Permitted Uses		
Naimal hospital (large animal)	Electric plating	Moving, storage and transportation facilities
Antique restoration	Electronic equipment sales	Parking lot (commercial)
Bakery, w wholesale	Flowers or seed processing and sale	Printing, lithography and publishers
Blacksmith shop	Fountain equipment and supply	Research laboratories
Boat building or repair	Freight terminals	Rubber fabrication
Boat sales/service	Funeral home and interment service	Sheet metal shops
Bottling plant	Garment manufacture	Storage warehouse/ministorage
Broadcast studios	Heating/air conditioning; sales, supply, and repair	Taxidermist
Building materials storage or sales yard	Ice and cold storage	Telephone sales
Cabinet shop or furniture manufacture	Kennels	Truck stop
Candy manufacture	Laboratories, experimental	Union hall
Cleaning or dyeing plant	Laundry, professional	Upholstery shop
Creamery	Lumberyard	Warehouses and warehouse complexes
Dog pound	Machine shop	Wastepaper or rag collection and baling
Education and scientific research	Manufacturing	Wholesale fuel sale
Electric or neon signs or billboard manufacture	Motion picture production	All uses permitted in the PB, CR-1, and CR-2 Districts
Conditional Uses		
Adult uses	Mixing plant for cement, mortar, plaster or paving materials	Religious assembly
Automobile wrecking and/or baling	Parks and recreation areas and facilities	Shoe manufacture
Blast furnace	Public, quasi-public and institutional facilities and uses	Storage space for contractor's equip., transit and transport equip.
Boiler works	Parks and recreation areas and facilities	Tattoo establishments
Brewery	Public, quasi-public and institutional facilities and uses	Tire rebuilding, recapping or retreading
Grease or oil compounding		
Accessory Uses		
Accessory buildings	Accessory uses	Caretaker and security guard quarters
Planned Uses		
None		

ZONING REQUIREMENTS	
Minimum Yard Setbacks	
Front (Feet)	10
Rear (Feet)	5
Side (Feet)	5
Maximum Site Coverage	60%
Maximum Building Height	35 Feet
Conforming Use	The existing improvements represent a conforming use within this zone

Source: City of Mesquite Planning & Zoning Department

ZONING CONCLUSIONS

Based on the interpretation of the zoning ordinance, the subject property is an outright permitted use that could be rebuilt if unintentionally destroyed.

Detailed zoning studies are typically performed by a zoning or land use expert, including attorneys, land use planners, or architects. The depth of our analysis correlates directly with the scope of this assignment, and it considers all pertinent issues that have been discovered through our due diligence. Please note that this appraisal is not intended to be a detailed determination of compliance, as that determination is beyond the scope of this real estate appraisal assignment.

INTRODUCTION

As concluded ahead, the highest and best use of the subject site as-vacant is industrial. Therefore, this section provides a brief study of industrial supply/demand conditions for the Las Vegas Market and Outlying NE Clark Cty Submarket, market participant interviews and transaction trends. These findings are used to support our conclusions for the competitive position, and exposure period of the subject site.

LAS VEGAS INDUSTRIAL MARKET

The following is an analysis of supply/demand trends in the Las Vegas Industrial market using information provided by CoStar, widely recognized as a credible source for tracking market statistics. The table below presents historical data for key market indicators.

LAS VEGAS HISTORICAL STATISTICS (LAST TEN YEARS)					
PERIOD	SUPPLY	NEW CONSTRUCTION	NET ABSORPTION	VACANCY	ASKING RENT
2011	99,513,846 SF	63,574 SF	1,293,850 SF	13.3%	\$5.75/SF
2012	99,547,370 SF	99,624 SF	300,394 SF	12.5%	\$5.53/SF
2013	100,011,374 SF	555,149 SF	2,586,505 SF	11.0%	\$5.56/SF
2014	100,969,860 SF	961,080 SF	3,101,400 SF	8.9%	\$5.67/SF
2015	102,372,170 SF	1,427,848 SF	3,333,705 SF	6.2%	\$6.04/SF
2016	105,630,195 SF	3,312,098 SF	2,836,572 SF	6.0%	\$6.62/SF
2017	112,761,400 SF	6,844,035 SF	7,177,303 SF	5.9%	\$6.82/SF
2018	117,003,088 SF	3,929,321 SF	5,152,846 SF	4.5%	\$6.94/SF
2019	123,337,730 SF	6,254,201 SF	4,796,936 SF	4.4%	\$8.12/SF
2020	129,468,136 SF	6,132,350 SF	4,065,188 SF	5.9%	\$8.60/SF
CAGR	2.7%	-	-	-	4.1%

*Supply numbers based on information which is amended/updated on an on-going basis by Costar.

Source: Costar®

The following table summarizes the trailing four quarter performance of the Las Vegas market.

LAS VEGAS TRAILING FOUR QUARTER PERFORMANCE					
PERIOD	SUPPLY	NEW CONSTRUCTION	NET ABSORPTION	VACANCY	ASKING RENT
2020 Q2	125,369,677 SF	587,938 SF	(274,042) SF	6.0%	\$8.56/SF
2020 Q3	127,007,160 SF	1,639,427 SF	1,663,044 SF	5.9%	\$8.66/SF
2020 Q4	129,468,136 SF	2,460,976 SF	1,670,376 SF	6.4%	\$8.41/SF
2021 Q1	130,032,851 SF	564,715 SF	549,002 SF	6.4%	\$8.52/SF

Source: Costar®

Key supply/demand statistics for the most recent quarter, last year and historical averages are summarized below.

LAS VEGAS MARKET TREND ANALYSIS			
	Q1 2021	2020	Last 10
Total SF	130,032,851	129,468,136	109,061,517
Vacant SF	8,257,110	7,638,620	8,563,510
Market Vacancy	6.4%	5.9%	7.9%
Construction Growth Rate	0.4%	4.7%	2.7%
Absorption Rate	0.4%	3.1%	2.7%
Average Asking Rent/SF	\$8.52	\$8.60	\$6.57

Source: Costar®

Las Vegas Market Conclusion

Based on the preceding analysis, the Las Vegas Industrial market demonstrates sound fundamentals. Analysis of supply and demand factors indicate the market is currently in a state of imbalance; however, the evidence points to signs of recovery and potential stability. The greatest weakness of the market appears to be its high vacancy rates.

OUTLYING NE CLARK CTY INDUSTRIAL SUBMARKET OVERVIEW

The following is an analysis of supply/demand trends in the Outlying NE Clark Cty Industrial submarket using information provided by CoStar. The table below presents historical data for key market indicators.

OUTLYING NE CLARK CTY HISTORICAL STATISTICS (LAST TEN YEARS)					
PERIOD	SUPPLY	NEW CONSTRUCTION	NET ABSORPTION	VACANCY	ASKING RENT
2011	447,269 SF	0 SF	26,103 SF	33.3%	\$7.16/SF
2012	473,885 SF	26,616 SF	50,436 SF	32.5%	\$6.92/SF
2013	473,885 SF	0 SF	10,107 SF	21.2%	\$6.79/SF
2014	473,885 SF	0 SF	12,800 SF	22.9%	\$6.64/SF
2015	473,885 SF	0 SF	78,700 SF	8.2%	\$6.27/SF
2016	473,885 SF	0 SF	18,173 SF	3.1%	\$6.00/SF
2017	473,885 SF	0 SF	800 SF	0.4%	\$6.00/SF
2018	473,885 SF	0 SF	(20,840) SF	2.7%	\$1.50/SF
2019	473,885 SF	0 SF	22,440 SF	2.6%	\$7.77/SF
2020	473,885 SF	0 SF	(2,900) SF	0.8%	\$7.29/SF
CAGR	0.6%	-	-	-	0.2%

*Supply numbers based on information which is amended/updated on an on-going basis by Costar.

Source: Costar®

The following table summarizes the trailing four quarter performance of the Outlying NE Clark Cty submarket.

OUTLYING NE CLARK CTY TRAILING FOUR QUARTER PERFORMANCE					
PERIOD	SUPPLY	NEW CONSTRUCTION	NET ABSORPTION	VACANCY	ASKING RENT
2020 Q2	473,885 SF	0 SF	(800) SF	0.5%	\$6.77/SF
2020 Q3	473,885 SF	0 SF	(6,600) SF	1.9%	\$7.46/SF
2020 Q4	473,885 SF	0 SF	6,100 SF	0.6%	\$7.47/SF
2021 Q1	482,885 SF	9,000 SF	0 SF	2.5%	\$8.46/SF

Source: Costar®

Key supply/demand statistics for the most recent quarter, last year and historical averages are summarized below.

OUTLYING NE CLARK CTY MARKET TREND ANALYSIS			
	Q1 2021	2020	Last 10
Total SF	482,885	473,885	471,223
Vacant SF	11,900	3,933	60,114
Market Vacancy	2.5%	0.8%	12.8%
Construction Growth Rate	1.9%	0.0%	0.6%
Absorption Rate	0.0%	(0.6%)	4.1%
Average Asking Rent/SF	\$8.46	\$7.29	\$6.23

Source: Costar®

Outlying NE Clark Cty Submarket Conclusion

Based on the preceding analysis, the Outlying NE Clark Cty Industrial submarket demonstrates sound fundamentals. Analysis of supply and demand factors indicate the market is currently in a state of imbalance; however, the evidence points to signs of recovery and potential stability. The greatest strength of the submarket

appears to be its low vacancy rates. The greatest weakness of the submarket appears to be its weak absorption trends.

BROKER / MARKET PARTICIPANT INTERVIEWS

Interviews with brokers and other market participants were conducted to put previously discussed trends and data into better context of what is really occurring in the marketplace.

SALES PERSPECTIVE INTERVIEW	
Name	Broker
Company	Premier Properties
Location	Mesquite, NV
Survey Date	2Q 2021
Survey Property Profile	Industrial Land

According to a broker with Premier Properties, sale transactions have been steady over the past six months for the subject property type. This property type is considered to have general availability, with numerous listings offered within the marketplace. Based on these factors, conditions favor sellers in regard to negotiating sale terms. Pricing for this property type generally falls within a moderate range from \$1 to \$3 per square foot.

TRANSACTION TRENDS

In the open market, the subject property type would command most interest from regional and local buyers that are actively pursuing similar owner-user properties. There is currently steady buyer demand for substitute properties of the subject based on the volume of sale transactions and reports by buyers, sellers and other market participants during confirmation of market transactions. The most probable buyer is an owner user.

Based on the preceding analysis, there is an established sales market for the subject property type; however, there appear to be limitations with regard to depth of the market. As previously discussed, the velocity of sale transactions has been steady over the past six months. Currently there is steady buyer demand, while there is somewhat limited availability for this property type on the supply side. Based on these factors, conditions favor sellers in regard to negotiating sale terms. One of the greatest observed strengths of this asset type is its strong investment appeal to a broad pool of potential buyers.

SUBJECT PROPERTY ANALYSIS

Based on our analysis of the subject property and investigation of substitute properties in the marketplace, the subject is considered to have Good overall buyer appeal with an Above Average competitive position if the asset was exposed to the open market.

EXPOSURE TIME & MARKETING PERIOD

Exposure time is defined as "The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective opinion based on an analysis of past events assuming a competitive and open market" (The Dictionary of Real Estate Appraisal, Appraisal Institute, 2015). Reasonable exposure time is impacted by the aggressiveness and effectiveness of a property's exposure to market participants, availability and cost of financing, and demand for similar investments. Exposure time is best established based the recent history of marketing periods for comparable sales, discussions with market participants and information from published surveys.

The availability of acquisition financing factors into exposure time. In recent quarters, financing has been available for well-positioned commercial real estate, particularly for stabilized assets within core MSAs and owner/user deals. For second tier or marginal properties, financing has been available but subject to more

stringent requirements. Based on review of the local capital market, we conclude that adequate financing options would have been available to consummate a sale of the property on the date of value.

Exposure Time Conclusion

The preceding information generally supports an exposure time range from 12 to 18 months for sites similar to the subject. The subject's unusable area factor places an upward pressure on the likely exposure time. However, the subject's good location factor places a downward pressure on the likely exposure time. Based on its overall physical and locational characteristics, the subject site has above average overall appeal to developers or owner/users. Considering these factors, a reasonable estimate of exposure time for the subject property is 12 to 18 months.

Marketing Period Conclusion

Marketing period is very similar to exposure time, but reflects a projected time period to sell the property, rather than a retrospective estimate. Having reviewed open listings and discussed the market with local participants, and given the nature of this site, we feel that a time period of 12 to 18 months is supported for the subject's marketing period.

INTRODUCTION

The highest and best use of an improved property is defined as that reasonable and most probable use that will support its highest present value. The highest and best use, or most probable use, must be legally permissible, physically possible, financially feasible, and maximally productive. This section develops the highest and best use of the subject property As-Vacant.

AS-VACANT ANALYSIS

Legal Factors

The legal factors that possibly influence the highest and best use of the subject site are discussed in this section. Private restrictions, zoning, building codes, historic district controls, and environmental regulations are considered, if applicable to the subject site. Permitted uses of the subject's Industrial - Light (IR-1) zoning were listed in the Zoning Analysis section. Overall, legal factors support a narrow range of industrial related uses for the subject site.

Physical & Locational Factors

Regarding physical characteristics, the subject site is irregular in shape and has generally level to steep and undulating topography with fair/average access and fair/average exposure. The subject site has frontage on a cul-de-sac feeder street. The immediate area is developed with office, retail, and industrial along major arterials that is interspersed with multi-family complexes and single-family residential development removed from arterials. Of the outright permitted uses, physical and locational features best support industrial for the site's highest and best use as-vacant.

Feasibility Factors

Regarding financial feasibility of industrial properties in the region, construction delivery trends were previously discussed in the Market Analysis section. In general, the Las Vegas Market and Outlying NE Clark Cty Submarket are experiencing a typical level of industrial construction activity compared to historical norms. Based on this factor, as well as our analysis of other supply/demand factors that impact the feasibility of industrial development, it is unlikely that a developer would undertake a speculative project for the next year or two, although a build-to-suit project could decrease this holding period. Select owner/users are known to be expanding regionally on similar sites. The relative stability of the owner/user sector could drive near term development of the subject site under this scenario. Financial feasibility factors generally support near-term development of the subject site.

As-Vacant Conclusion

Based on the previous discussion, the subject's highest and best use as-vacant is concluded to be industrial.

INTRODUCTION

The following presentation of the appraisal process deals directly with the valuation of the subject property. The As-Is Market Value of the subject's fee simple interest is estimated using the Sales Comparison Approach, which is recognized as the standard appraisal technique for commercial land. The Cost and Income Capitalization Approaches are not applicable when valuing unimproved commercial land and are therefore excluded. Their exclusion is not detrimental to the reliability or credibility of the final value conclusion.

SALES COMPARISON APPROACH

The Sales Comparison Approach is based on the principle of substitution, which asserts that no one would pay more for a property than the value of similar properties in the market. This approach analyzes comparable sales by applying transactional and property adjustments in order to bracket the subject property on an appropriate unit value comparison. The sales comparison approach is applicable when sufficient data on recent market transactions is available. Alternatively, this approach may offer limited reliability because many properties have unique characteristics that cannot be accounted for in the adjustment process.

LAND VALUATION

As previously discussed within the Valuation Methods section, the subject is valued as one marketable economic site in this appraisal. Land value is influenced by a number of factors; most prominent of which is development and use potential. These factors, as well as others, are considered in the following analysis.

UNIT OF COMPARISON

The most relevant unit of comparison is the price per square foot. This indicator best reflects the analysis used by buyers and sellers in this market for land with similar utility and zoning in this marketplace.

COMPARABLE SELECTION

A thorough search was made for similar land sales in terms of proximity to the subject, size, location, development potential, and date of sale. In selecting comparables, emphasis was placed on confirming recent sales of commercial sites that are similar to the subject property in terms of location and physical characteristics. Overall, the sales selected represent the best comparables available for this analysis.

ADJUSTMENT PROCESS

Quantitative adjustments are made to the comparable sales. The following adjustments or general market trends were considered for the basis of valuation.

Transactional Adjustments

Dollar adjustments to the comparable sales were considered and made when warranted for transactional adjustments in the sequence shown below:

Property Rights Transferred	The valuation of the subject site was completed on a fee simple basis. If warranted, leased fee, leasehold and/or partial interest land sales were adjusted accordingly.
Financing Terms	The subject site was valued on a cash equivalent basis. Adjustments were made to the comparables involving financing terms atypical of the marketplace.
Conditions of Sale	This adjustment accounts for extraordinary motivation on the part of the buyer or seller often associated with distressed sales and/or assemblages.
Expenditures After Purchase	Adjustments were applied if site conditions warranted expenditures on the part of the buyer to create a buildable site. Examples include costs for razing pre-

existing structures, general site clearing and/or mitigation of environmental issues.

Market Conditions

Market conditions adjustments were based on a review of historical sale data, market participant interviews and review of current versus historical pricing. Based on our research, the following table summarizes the market conditions adjustment applied in this analysis.

MARKET CONDITIONS ADJUSTMENT		
Per Year As Of	March 2020 (PRE COVID-19)	0%

The market has exhibited value stability during the time from the oldest sale date up through the period preceding COVID-19; therefore a market conditions adjustment is not warranted.

COVID-19 Impact Adjustment

The Outlying NE Clark County industrial submarket has relatively remained steady through COVID-19. Therefore, no adjustment was made for COVID-19 Impact.

Property Adjustments

Quantitative percentage adjustments are also made for location and physical characteristics such as size, shape, access, exposure, topography, zoning and overall utility. Where possible the adjustments applied are based on paired data or other statistical analysis. For example, location adjustments are based primarily on review of land values in the market areas for the comparables relative to the subject. It should be stressed that the adjustments are subjective in nature and are meant to illustrate our logic in deriving a value opinion for the subject site.

LAND VALUATION PRESENTATION

The following Land Sales Summation Table, Location Map and datasheets summarize the sales data used in this analysis. Following these items, the comparable land sales are adjusted for applicable elements of comparison and the opinion of site value is concluded.

LAND SALES SUMMATION TABLE

COMPARABLE	SUBJECT	COMPARABLE 1	COMPARABLE 2	COMPARABLE 3	COMPARABLE 4	COMPARABLE 5
Name	Three Industrial Land Parcels	Industrial Land	Industrial Land	Industrial Land	11.9 AC Vacant Land	2.50 AC Vacant Land
Address	165, 185 & 190 Thomas Edison Court	NEC Pioneer & John Deere Dr	710 Preston Dr	575 Commerce Cir	601 Hillside Drive	601 Hardy Way
City	Mesquite	Mesquite	Mesquite	Mesquite	Mesquite	Mesquite
State	NV	NV	NV	NV	NV	NV
Zip	89027	89024	89027	89027	89027	89027
County	Clark	Clark	Clark	Clark	Clark	Clark
APN	002-13-310-005, 002-13-310-006, 002-13-413-001	002-13-310-001 & -002	001-08-111-015	002-24-212-003	001-10-301-003	001-08-110-001
PHYSICAL INFORMATION						
SF	535,788	857,696	52,708	495,713	518,364	108,900
Shape	Irregular	Irregular	Flag	Irregular	Irregular	Rectangular
Zoning	IR-1	IR-1	IR-1	IR-1	CR-2	IR-1
Flood Zone	Zone X	X (Unshaded)	X (Unshaded)	X (Unshaded)	X (Unshaded)	X (Unshaded)
Corner	No	Yes	Yes	No	No	Yes
Topography	Generally Level	Sloping and Level	Flat to slope	Level	Level	Level
Easements	Standard	Standard	Standard	Standard	Standard	Standard
SALE INFORMATION						
Date		N/A	3/8/2021	3/4/2020	2/28/2020	7/23/2018
Status		Listing	Recorded	Recorded	Recorded	Recorded
Rights Transferred		Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Transaction Price		\$2,000,000	\$145,000	\$550,000	\$750,000	\$150,000
Analysis Price		\$2,000,000	\$145,000	\$550,000	\$750,000	\$150,000
\$/SF Land		\$2.33	\$2.75	\$1.11	\$1.45	\$1.38

LAND SALES LOCATION MAP



COMPARABLE KEY

COMP	DISTANCE	ADDRESS	SALE DATE	ACRES	SF	\$/SF
SUBJECT	-	165, 185 & 190 Thomas Edison Court, Mesquite, NV	-	24.1	1,049,360	\$1.19
No. 1	0.5 Miles	NEC Pioneer & John Deere Dr, Mesquite, NV	N/A	19.7	857,696	\$2.33
No. 2	2.6 Miles	710 Preston Dr, Mesquite, NV	3/8/2021	1.2	52,708	\$2.75
No. 3	0.5 Miles	575 Commerce Cir, Mesquite, NV	3/4/2020	11.4	495,713	\$1.11
No. 4	4.1 Miles	601 Hillside Drive, Mesquite, NV	2/28/2020	11.9	518,364	\$1.45
No. 5	2.9 Miles	601 Hardy Way, Mesquite, NV	7/23/2018	2.5	108,900	\$1.38

COMPARABLE 1

LOCATION INFORMATION

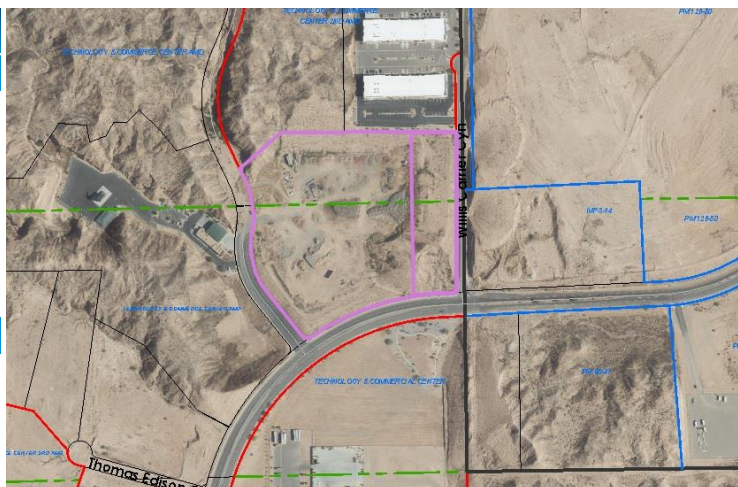
Name	Industrial Land
Address	NEC Pioneer & John Deere Dr
City, State, Zip Code	Mesquite, NV, 89024
County	Clark
MSA	Las Vegas-Henderson-Paradise, NV
APN	002-13-310-001 & -002

SALE INFORMATION

Seller	Arvada Enterprises LLC
Transaction Date	N/A
Transaction Status	Listing
Transaction Price	\$2,000,000
Analysis Price	\$2,000,000
Rights Transferred	Fee Simple
Conditions of Sale	Listing

PHYSICAL INFORMATION

Intended Use	Industrial Land	
Location	Average	
Flood Zone	X (Unshaded)	
Frontage	Average	
Site Size	Acres	SF
Net	19.69	857,696
Gross	19.69	857,696
Zoning	IR-1	
Shape	Irregular	
Topography	Sloping and Level	
Access	Average	
Exposure	Average	
Corner	Yes	
Easements	Standard	



INDUSTRIAL LAND

ANALYSIS INFORMATION

Price	<u>\$/Acre</u>	<u>\$/SF</u>
Gross	\$101,574	\$2.33
Net	\$101,574	\$2.33

CONFIRMATION

Source	CoStar
Date / Phone Number	04/8/2021

REMARKS

This property is located at the northeast corner of W Pioneer Blvd and John Deer Dr. The property consists of two parcels totaling 19.69 acres of land zoned IR-1 (Light Industrial).

COMPARABLE 2

LOCATION INFORMATION

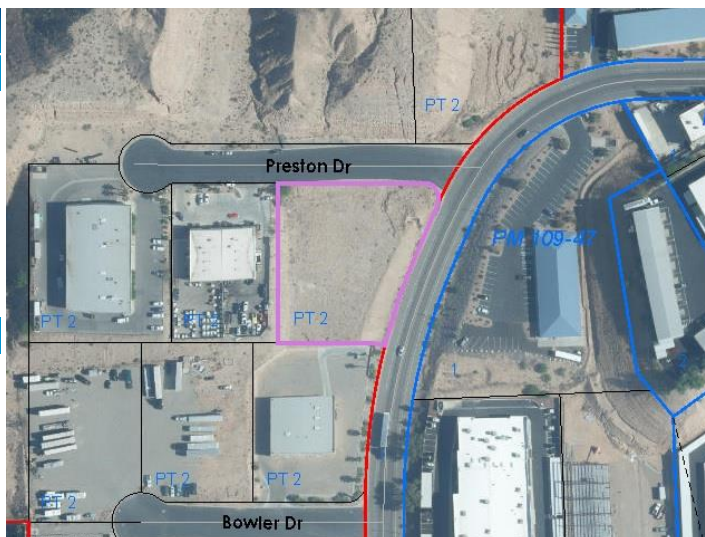
Name	Industrial Land
Address	710 Preston Dr
City, State, Zip Code	Mesquite, NV, 89027
County	Clark
MSA	Las Vegas-Henderson-Paradise, NV
APN	001-08-111-015

SALE INFORMATION

Buyer	James B Steyee & Tammy Borwn
Seller	Liberty Rental Properties Inc
Transaction Date	03/8/2021
Transaction Status	Recorded
Transaction Price	\$145,000
Analysis Price	\$145,000
Recording Number	20210308:01965
Rights Transferred	Fee Simple
Financing	Undisclosed
Conditions of Sale	Arms-Length

PHYSICAL INFORMATION

Intended Use	Vacant Land	
Location	Average	
Flood Zone	X (Unshaded)	
Frontage	Good	
Site Size	Acres	SF
Net	1.21	52,708
Gross	1.21	52,708
Zoning	IR-1	
Shape	Flag	
Topography	Flat to slope	
Access	Good	
Exposure	Good	
Corner	Yes	
Easements	Standard	



INDUSTRIAL LAND

ANALYSIS INFORMATION

Price	<u>\$/Acre</u>	<u>\$/SF</u>
Gross	\$119,835	\$2.75
Net	\$119,835	\$2.75

CONFIRMATION

Source	CoStar
Date / Phone Number	06/13/2021

REMARKS

This property is located at the southwest corner of Preston Dr and Hardy Way. The land is generally level along Preston Dr and has a steep slope down to Hardy Way. The property contains 1.21 acres zoned IR-1 (Industrial-Light).

COMPARABLE 3

LOCATION INFORMATION

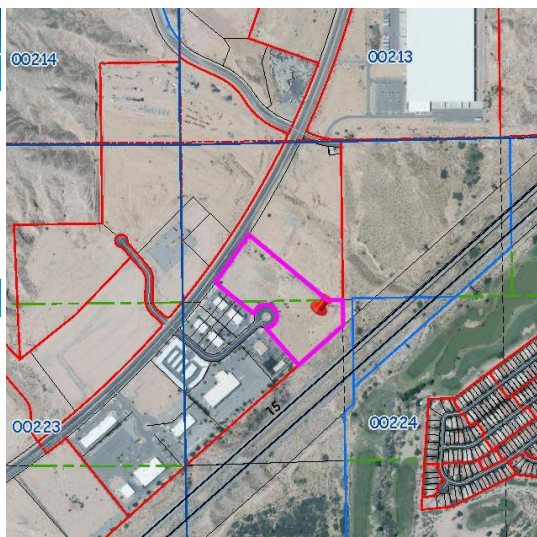
Name	Industrial Land
Address	575 Commerce Cir
City, State, Zip Code	Mesquite, NV, 89027
County	Clark
APN	002-24-212-003

SALE INFORMATION

Buyer	Mesquite Ranch 1 LLC
Seller	REV Recreation Group Inc.
Transaction Date	03/4/2020
Transaction Status	Recorded
Transaction Price	\$550,000
Analysis Price	\$550,000
Recording Number	20200304:01642
Rights Transferred	Fee Simple
Financing	Conventional
Conditions of Sale	Arms-Length

PHYSICAL INFORMATION

Location	Average	
Flood Zone	X (Unshaded)	
Frontage	Average	
Site Size	Acres	SF
Net	11.38	495,713
Gross	11.38	495,713
Zoning	IR-1	
Shape	Irregular	
Topography	Level	
Access	Average	
Exposure	Average	
Corner	No	
Easements	Standard	
Utilities	Utilities in Commerce in service to adjacent p	



INDUSTRIAL LAND

ANALYSIS INFORMATION

Price	<u>\$/Acre</u>	<u>\$/SF</u>
Gross	\$48,330	\$1.11
Net	\$48,330	\$1.11

CONFIRMATION

Source	Seller's Broker
Date / Phone Number	09/22/2020

REMARKS

Raw land site that has access from a cul-de-sac (Commerce Cir) and good frontage on Pioneer Blvd. Site is north of Interstate 15 with partial visibility and freeway access a mile west. Site was listed for approximately a year at \$949,000 and sold 42% below list price.

COMPARABLE 4**LOCATION INFORMATION**

Name	11.9 AC Vacant Land
Address	601 Hillside Drive
City, State, Zip Code	Mesquite, NV, 89027
County	Clark
MSA	Las Vegas-Henderson-Paradise, NV
APN	001-10-301-003

SALE INFORMATION

Buyer	Nevada Rural Housing Authority
Transaction Date	02/28/2020
Transaction Status	Recorded
Transaction Price	\$750,000
Analysis Price	\$750,000
Recording Number	20200228:01423
Rights Transferred	Fee Simple
Conditions of Sale	Arms-Length

PHYSICAL INFORMATION

Location	Average	
Flood Zone	X (Unshaded)	
Frontage	Average	
Site Size	Acres	SF
Net	11.90	518,364
Gross	11.90	518,364
Zoning	CR-2	
Shape	Irregular	
Topography	Level	
Access	Average	
Exposure	Average	
Corner	No	
Easements	Standard	

**11.9 AC VACANT LAND****ANALYSIS INFORMATION**

Price	<u>\$/Acre</u>	<u>\$/SF</u>
Gross	\$63,025	\$1.45
Net	\$63,025	\$1.45

CONFIRMATION

Source	CoStar
Date / Phone Number	07/30/2020

REMARKS

This 11.90 acre parcel sold for \$750,000. This sale was also verified through recorded #20200228:01423

COMPARABLE 5

LOCATION INFORMATION

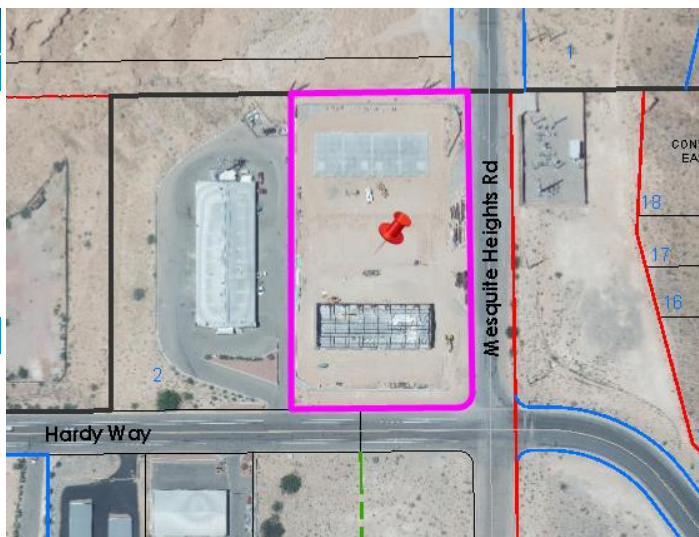
Name	2.50 AC Vacant Land
Address	601 Hardy Way
City, State, Zip Code	Mesquite, NV, 89027
County	Clark
MSA	Las Vegas-Henderson-Paradise, NV
APN	001-08-110-001

SALE INFORMATION

Buyer	Hilltop Hideout LLC
Seller	Baur Gary & Dana
Transaction Date	07/23/2018
Transaction Status	Recorded
Transaction Price	\$150,000
Analysis Price	\$150,000
Recording Number	18072302146
Rights Transferred	Fee Simple
Conditions of Sale	Arms-Length

PHYSICAL INFORMATION

Intended Use	Industrial	
Location	Average	
Flood Zone	X (Unshaded)	
Frontage	Average	
Site Size	Acres	SF
Net	2.50	108,900
Gross	2.50	108,900
Zoning	IR-1	
Shape	Rectangular	
Topography	Level	
Access	Average	
Exposure	Average	
Corner	Yes	
Easements	Standard	



2.50 AC VACANT LAND

ANALYSIS INFORMATION

Price	<u>\$/Acre</u>	<u>\$/SF</u>
Gross	\$60,000	\$1.38
Net	\$60,000	\$1.38

CONFIRMATION

Source	CoStar
Date / Phone Number	07/30/2020

REMARKS

This 2.50 acre parcel sold for \$150,000. This sale was also verified with the recorded #18072302146

LAND SALES ADJUSTMENT TABLE

COMPARABLE	SUBJECT	COMPARABLE 1	COMPARABLE 2	COMPARABLE 3	COMPARABLE 4	COMPARABLE 5
Name	Three Industrial Land Parcels	Industrial Land	Industrial Land	Industrial Land	11.9 AC Vacant Land	2.50 AC Vacant Land
Address	165, 185 & 190 Thomas Edison Court	NEC Pioneer & John Deere Dr	710 Preston Dr	575 Commerce Cir	601 Hillside Drive	601 Hardy Way
City	Mesquite	Mesquite	Mesquite	Mesquite	Mesquite	Mesquite
APN	002-13-310-005, 002-13- 310-006, 002-13-413-001	002-13-310-001 & -002	001-08-111-015	002-24-212-003	001-10-301-003	001-08-110-001
SF	535,788	857,696	52,708	495,713	518,364	108,900
Shape	Irregular	Irregular	Flag	Irregular	Irregular	Rectangular
Zoning	IR-1	IR-1	IR-1	IR-1	CR-2	IR-1
Flood Zone	Zone X (Unshaded)	X (Unshaded)	X (Unshaded)	X (Unshaded)	X (Unshaded)	X (Unshaded)
Topography	Generally Level to Steep	Sloping and Level	Flat to slope	Level	Level	Level
SALE INFORMATION						
Date		N/A	3/8/2021	3/4/2020	2/28/2020	7/23/2018
Status		Listing	Recorded	Recorded	Recorded	Recorded
Rights Transferred		Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Analysis Price		\$2,000,000	\$145,000	\$550,000	\$750,000	\$150,000
Price/SF		\$2.33	\$2.75	\$1.11	\$1.45	\$1.38
TRANSACTIONAL ADJUSTMENTS						
Property Rights		0%	0%	0%	0%	0%
Financing		0%	0%	0%	0%	0%
Conditions of Sale		-10%	0%	0%	0%	0%
Expenditures After the Sale		0%	0%	0%	0%	0%
Market Conditions (preceding COVID-19)¹		0%	0%	0%	0%	0%
COVID-19 Market Impact		0%	0%	0%	0%	0%
Subtotal Transactional Adj Price		\$2.10	\$2.75	\$1.11	\$1.45	\$1.38
PROPERTY ADJUSTMENTS						
Location		0%	5%	0%	0%	5%
Size		5%	-10%	0%	0%	-5%
Exposure		0%	0%	0%	0%	0%
Access		-15%	-15%	0%	-10%	-15%
Shape		0%	0%	0%	0%	0%
Site Utility Rating		5%	0%	0%	-10%	0%
Flood Zone		0%	0%	0%	0%	0%
Subtotal Property Adjustment		-5%	-20%	0%	-20%	-15%
TOTAL ADJUSTED PRICE		\$2.00	\$2.20	\$1.11	\$1.16	\$1.17
STATISTICS	UNADJUSTED	ADJUSTED				
LOW	\$1.11	\$1.11				
HIGH	\$2.75	\$2.20				
MEDIAN	\$1.45	\$1.17				
AVERAGE	\$1.80	\$1.53				

¹ Market Conditions Adjustment: 0%

Date of Value (for adjustment calculations): 3/1/20

LAND SALES ANALYSIS

Introduction

The comparable land sales indicate an adjusted value range from \$1.11 to \$2.20/SF, with a median of \$1.17/SF and an average of \$1.53/SF. The range of total gross adjustment applied to the comparables was from 0% to 35%, with an average gross adjustment across all comparables of 22%. The level of total adjustment applied to the comparables is considered minimal, an indication that the dataset is applicable to the subject and increases the credibility of the analysis. The adjustment process for each comparable land sale is discussed in the following paragraphs.

Discussion of Adjustments

Comparable 1 (\$2.00/SF as adjusted) required a total downward transaction adjustment of -10%. This transaction is still a listing, therefore a downward adjustment was applied. This comparable required a total downward adjustment of -5% for property characteristics. In comparison to the subject, upward adjustments were applied for being larger in size and including inferior topography. A downward adjustment was applied for significantly superior access being a corner lot. The total gross adjustment applied to this comparable was 35%. The substantial level of gross adjustments required for this comparable was justified due to the comparable's varying attributes. Considering these factors, this comparable is given secondary consideration as a value indicator for the subject.

Comparable 2 (\$2.20/SF as adjusted) did not require any transaction adjustments. This comparable required a total downward adjustment of -20% for property characteristics. In comparison to the subject, an upward adjustment was applied for inferior location being farther from the I-15. Downward adjustments were applied for being significantly smaller in size and for significantly superior access being a corner lot. The total gross adjustment applied to this comparable was 30%. The substantial level of gross adjustments required for this comparable was justified due to the comparable's varying attributes. Considering these factors, this comparable is given secondary consideration as a value indicator for the subject.

Comparable 3 (\$1.11/SF as adjusted) did not require any transaction adjustments. This comparable did not require any property characteristic adjustments. In comparison to the subject, a downward adjustment was applied for including superior exposure fronting and being visible from a paved, through street. The total gross adjustment applied to this comparable was 0%. With no adjustments required, this comparable is viewed as a good substitute for the subject. For this analysis, this comparable commands primary consideration as a value indicator for the subject.

Comparable 4 (\$1.16/SF as adjusted) did not require any transaction adjustments. This comparable required a total downward adjustment of -20% for property characteristics. In comparison to the subject, downward adjustments were applied for superior access and for site utility rating having superior zoning. The total gross adjustment applied to this comparable was 20%. The moderate level of gross adjustments required for this comparable indicates that it can be adequately relied upon for valuation of the subject. This comparable is given primary consideration as a value indicator for the subject.

Comparable 5 (\$1.17/SF as adjusted) did not require any transaction adjustments. This comparable required a total downward adjustment of -15% for property characteristics. In comparison to the subject, an upward adjustment was applied for inferior location being farther from the I-15. Downward adjustments were applied for being smaller in size and for significantly superior access being a corner lot. The total gross adjustment applied to this comparable was 25%. The moderate level of gross adjustments required for this comparable indicates that it can be adequately relied upon for valuation of the subject. This comparable is given primary consideration as a value indicator for the subject.

CALCULATION OF VALUE

The comparable land sales indicate an adjusted value range from \$1.11 to \$2.20/SF, with a median of \$1.17/SF and an average of \$1.53/SF. Based on the results of the preceding analysis, Comparable 3 (\$1.11/SF adjusted), Comparable 4 (\$1.16/SF adjusted) and Comparable 5 (\$1.17/SF adjusted) are given primary consideration for the subject's opinion of land value.

The following table summarizes the analysis of the comparables, reports the reconciled price per square foot value conclusion, and presents the concluded value of the subject site.

CALCULATION OF LAND VALUE								
COMP	ANALYSIS	ADJUSTMENT				NET	GROSS	OVERALL
	PRICE	TRANSACTIONAL ¹	ADJUSTED	PROPERTY ²	FINAL	ADJ %	ADJ %	COMPARISON
1	\$2.33	-10%	\$2.10	-5%	\$2.00	-14%	35%	SECONDARY
2	\$2.75	0%	\$2.75	-20%	\$2.20	-20%	30%	SECONDARY
3	\$1.11	0%	\$1.11	0%	\$1.11	0%	0%	PRIMARY
4	\$1.45	0%	\$1.45	-20%	\$1.16	-20%	20%	PRIMARY
5	\$1.38	0%	\$1.38	-15%	\$1.17	-15%	25%	PRIMARY
LOW	\$1.11					AVERAGE		\$1.53
HIGH	\$2.20					MEDIAN		\$1.17
COMPONENT		SUBJECT TOTAL SF	SUBJECT USABLE SF	\$/SF CONCLUSION			VALUE	
APN 002-13-310-005		196,891	152,460	x	\$1.20	=	\$180,000	
APN 002-13-310-006		359,806	113,256	x	\$1.20	=	\$140,000	
APN 002-13-413-001		492,664	270,072	x	\$1.20	=	\$320,000	

¹Cumulative ²Additive

Rounded to nearest \$10,000

LAND VALUE CONCLUSION

The Sales Comparison Approach was utilized for valuation of the subject site, as it best reflects the decision-making of buyers and sellers of development land in the local marketplace. The purpose of this appraisal is to develop an opinion of the As-Is Market Value of the subject property's fee simple interest. The following table conveys the final opinion of market value of the subject property that is developed within this appraisal report:

Our opinion of value reflects current conditions and the likely actions of market participants as of the date of value. It is based on the available information gathered and provided to us, as presented in this report, and does not predict future performance. Changing market or property conditions can and likely will have an effect on the subject's value.

ANALYSIS OF VALUE CONCLUSIONS

VALUATION INDICES	AS-IS MARKET VALUE
INTEREST APPRAISED	FEE SIMPLE
DATE OF VALUE	JUNE 11, 2021
FINAL VALUE CONCLUSIONS	
APN 002-13-310-005	\$180,000
\$/SF (Usable)	\$1.20/SF
APN 002-13-310-006	\$140,000
\$/SF (Usable)	\$1.20/SF
APN 002-13-413-001	\$320,000
\$/SF (Usable)	\$1.20/SF
Exposure Time	12 to 18 Months
Marketing Period	12 to 18 Months

We certify that, to the best of our knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions of the signers are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- The signers of this report has no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- Heidi Meidenbauer, MAI has performed no services, as an appraiser or in any other capacity regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Evan Ranes, MAI, ASA, R/W-AC has performed no services, as an appraiser or in any other capacity regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- The signers are not biased with respect to the property that is the subject of this report or to the parties involved with this assignment.
- The engagement in this assignment was not contingent upon developing or reporting predetermined results.
- The compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The reported analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice* and the *Code of Professional Ethics and Standards of Professional Appraisal Practice* of the Appraisal Institute.
- Heidi Meidenbauer, MAI inspected the property that is the subject of this report. Evan Ranes, MAI, ASA, R/W-AC did not inspect the property that is the subject of this report. Leah Mullen inspected the property that is the subject of this report.
- Leah Mullen (Nevada State Registered Appraiser Assistant No. A.0207978-INTR) provided significant real property appraisal assistance to the appraisers signing the certification.

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

As of the date of this report Heidi Meidenbauer, MAI and Evan Ranes, MAI, ASA, R/W-AC completed the continuing education program for Designated Members of the Appraisal Institute.

As of the date of this report Leah Mullen has completed the Standards and Ethics Education Requirement for (Candidates or Practicing Affiliates) of the Appraisal Institute.



June 14, 2021

Heidi Meidenbauer, MAI
 Senior Valuation Services Director
 Certified General Real Estate Appraiser
 State of Nevada License #A.0002459-CG
 +1 702 836 3726
 heidi.meidenbauer@colliers.com

Date



June 14, 2021

Evan Ranes, MAI, ASA, R/W-AC
 Managing Director
 Certified General Real Estate Appraiser
 State of Nevada License #A.0001497-CG
 +1 702 836 3749
 evan.ranes@colliers.com

Date

This appraisal is subject to the following assumptions and limiting conditions:

- The appraisers may or may not have been provided with a survey of the subject property. If further verification is required, a survey by a registered surveyor is advised.
- We assume no responsibility for matters legal in character, nor do we render any opinion as to title, which is assumed to be marketable. All existing liens, encumbrances, and assessments have been disregarded, unless otherwise noted, and the property is appraised as though free and clear, under responsible ownership, and competent management.
- The exhibits in this report are included to assist the reader in visualizing the property. We have made no survey of the property and assume no responsibility in connection with such matters.
- Unless otherwise noted herein, it is assumed that there are no encroachments, zoning, or restrictive violations existing in the subject property.
- The appraisers assume no responsibility for determining if the property requires environmental approval by the appropriate governing agencies, nor if it is in violation thereof, unless otherwise noted herein.
- Information presented in this report has been obtained from reliable sources, and it is assumed that the information is accurate.
- This report shall be used for its intended purpose only, and by the party to whom it is addressed. Possession of this report does not include the right of publication.
- The appraisers may not be required to give testimony or to appear in court by reason of this appraisal, with reference to the property in question, unless prior arrangements have been made therefore.
- The statements of value and all conclusions shall apply as of the dates shown herein.
- There is no present or contemplated future interest in the property by the appraisers which is not specifically disclosed in this report.
- Without the written consent or approval of the authors neither all, nor any part of, the contents of this report shall be conveyed to the public through advertising, public relations, news, sales, or other media. This applies particularly to value conclusions and to the identity of the appraisers and the firm with which the appraisers are connected.
- This report must be used in its entirety. Reliance on any portion of the report independent of others, may lead the reader to erroneous conclusions regarding the property values. Unless approval is provided by the authors no portion of the report stands alone.
- The valuation stated herein assumes professional management and operation of the buildings throughout the lifetime of the improvements, with an adequate maintenance and repair program.
- The liability of Colliers International Valuation & Advisory Services, its principals, agents, and employees is limited to the client. Further, there is no accountability, obligation, or liability to any third party. If this report is placed in the hands of anyone other than the client, the client shall make such party aware of all limiting conditions and assumptions of the assignment and related discussions. The appraisers are in no way responsible for any costs incurred to discover or correct any deficiency in the property.
- The appraisers are not qualified to detect the presence of toxic or hazardous substances or materials which may influence or be associated with the property or any adjacent properties, has made no investigation or analysis as to the presence of such materials, and expressly disclaims any duty to note the degree of fault. Colliers International Valuation & Advisory Services and its principals, agents, employees, shall not be liable for any costs, expenses, assessments, or penalties, or diminution in value, property damage, or personal

injury (including death) resulting from or otherwise attributable to toxic or hazardous substances or materials, including without limitation hazardous waste, asbestos material, formaldehyde, or any smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, solids or gasses, waste materials or other irritants, contaminants or pollutants.

- The appraisers assume no responsibility for determining if the subject property complies with the *Americans with Disabilities Act (ADA)*. Colliers International Valuation & Advisory Services, its principals, agents, and employees, shall not be liable for any costs, expenses, assessments, penalties or diminution in value resulting from non-compliance. This appraisal assumes that the subject meets an acceptable level of compliance with *ADA* standards; if the subject is not in compliance, the eventual renovation costs and/or penalties would negatively impact the present value of the subject. If the magnitude and time of the cost were known today, they would be reduced from the reported value conclusion.
- An on-site inspection of the subject property was conducted. No evidence of asbestos materials on-site was noted. A Phase 1 Environmental Assessment was not provided for this analysis. This analysis assumes that no asbestos or other hazardous materials are stored or found in or on the subject property. If evidence of hazardous materials of any kind occurs, the reader should seek qualified professional assistance. If hazardous materials are discovered and if future market conditions indicate an impact on value and increased perceived risk, a revision of the concluded values may be necessary.
- A detailed soils study was not provided for this analysis. The subject's soils and sub-soil conditions are assumed to be suitable based upon a visual inspection, which did not indicate evidence of excessive settling or unstable soils. No certification is made regarding the stability or suitability of the soil or sub-soil conditions.
- This analysis assumes that the financial information provided for this appraisal, including rent rolls and historical income and expense statements; accurately reflect the current and historical operations of the subject property.

Professional Service Agreement

Valuation Glossary

Qualifications of Appraisers

Qualifications of Colliers International Valuation & Advisory Services

PROFESSIONAL SERVICE AGREEMENT

COLLIERS INTERNATIONAL VALUATION & ADVISORY SERVICES

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May 17, 2021

Evan Ranes, MAI, ASA, R/W-CA
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Janice Ridondo
Community Resources Manager
City of Mesquite
a beautiful rural small-town Nevada city
10 E Mesquite Boulevard
Mesquite, NV 89027
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RE: Appraisal of Three Industrial Land Parcels

Dear Ms. Ridondo:

Thank you for considering Colliers International Valuation & Advisory Services, LLC for the assignment identified in the below stated Professional Service Agreement. Please sign one copy of the agreement and return it to me, thereby indicating your authorization for us to proceed with this assignment and your acceptance of the attached Terms and Conditions.

PROFESSIONAL SERVICE AGREEMENT

("Agreement")

Project	Three Industrial Land Parcels ("Property")
Location	Northern & Southern Boundary of Thomas Edison Court, Mesquite, NV 89027
Project Description	APN: 002-13-310-005 APN: 002-13-310-006 APN: 002-13-413-001
Parties	Colliers International Valuation & Advisory Services, LLC ("CIVAS") and City of Mesquite (herein at times referred to as "Client")
Intended User	The appraisal will be prepared for City of Mesquite. Intended users include the Client. No other users are intended.
Intended Use	The report to be performed under this Agreement ("Appraisal") is intended only for use in easement acquisition. The report is not intended for any other use.
Purpose	Fair Market Value
Type of Appraisal	CIVAS will produce an Appraisal Report in which the appraiser's analysis and conclusions will be summarized within this document.
Rights Appraised	Fee Simple
Date of Value	Date of inspection

Colliers International Valuation & Advisory Services, and certain of its subsidiaries, is an independently owned and operated business and a member firm of Colliers International Property Consultants, an affiliation of Independent companies with over 500+ offices throughout more than 63 countries worldwide.

PROFESSIONAL SERVICE AGREEMENT

CONTINUED

Scope of Work	CIVAS and/or its designated affiliate will provide the Appraisal in accordance with USPAP, and the Code of Ethics and Certifications Standards of the Appraisal Institute and State Licensing Laws. CIVAS will research relevant market data and perform analysis to the extent necessary to produce credible appraisal results. Based on our discussions with the Client, the Client has requested the following valuation scenarios: As Is. CIVAS anticipates developing the following valuation approach: › Sales Comparison An exterior observation of the subject property will be performed. The scope of work will be included in the Appraisal. A copy of the Assumptions and Limiting Conditions, which appear in the Appraisal, is available upon request.
Delivery	Appraisal: Delivered within 4 weeks of engagement.
Professional Fee	\$3,000
Expenses	Fees include all associated expenses including a 12-month Mesquite business license at a cost of \$150.
No. of Reports	One (1) Electronic Final Appraisal. No printed copies will be delivered to the client.
Retainer	No retainer is required.
Payment Terms	CIVAS will invoice Client for the Appraisal in its entirety at the delivery of the appraisal. Final payment is due and payable within five (5) business days upon delivery of the electronic copy of the Final Appraisal or within thirty (30) days of your receipt of our Draft Appraisal, whichever is sooner. If a Draft Appraisal is requested, the fee is considered earned upon delivery of our Draft Appraisal.
Acceptance Date	These specifications are subject to modification if this Agreement is not accepted within three (3) business days from the date of this letter.

Terms and Conditions

The attached Terms and Conditions and Specific Property Data Request are deemed a part of this Agreement as though set forth in full herein. The following is a list of information that would be helpful to complete our analysis. The Client signing this Agreement or the party sending the specific property data certifies that all the information provided is accurate and complete as of the date of this request, and that any updates, revisions or additional relevant information that comes into control or possession of the Client prior to the date on which the Appraisal is delivered shall be provided to CIVAS immediately. Please forward with the Agreement or as soon as possible.

- › Survey with Legal Description & Site Size
- › Title Report
- › Engineering studies, soil tests or environmental assessments
- › Current County Property Tax Bill

In addition to the items requested above, please forward any additional materials you would consider relevant in the analysis of the subject property.

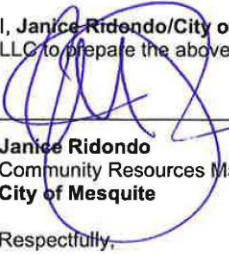
The Appraisal is for the sole use of the Client; however, Client may provide only complete, final copies of the Appraisal report in its entirety (but not component parts) to third parties who shall review such reports in connection with the stated Intended Use. CIVAS is not required to explain or testify as to appraisal results other than to respond to the Client for routine and customary questions. Please note that our consent to allow the Appraisal prepared by CIVAS or portions of such Appraisal, to become part of or be referenced in any public offering, the granting of such consent will be at our sole and absolute discretion and, if given, will be on condition that CIVAS will be provided with an Indemnification Agreement and/or Non-Reliance letter, in a form and content satisfactory to CIVAS, by a party satisfactory to CIVAS. CIVAS hereby expressly grants to client the right to copy the Appraisal and distribute it to employees of client and to your accountants/auditors in its entirety (but not component parts) without the need to provide CIVAS with an Indemnification Agreement and/or Non-Reliance letter.

PROFESSIONAL SERVICE AGREEMENT

CONTINUED

If you have questions regarding the enclosed, please feel free to contact me. CIVAS appreciates this opportunity to be of service to you on this assignment and looks forward to serving you. If you have additional questions, please contact us.

I, ~~Janice Ridondo~~/City of Mesquite, agree to the above stated terms and authorize Colliers International Valuation & Advisory Services, LLC to prepare the above referenced appraisal.


Janice Ridondo
Community Resources Manager
City of Mesquite

Date: 5/17/2021

Respectfully,

Colliers International Valuation & Advisory Services, LLC



Evan Ranes, MAI, ASA, R/W-CA
Managing Director | Las Vegas
Direct +1 702.241.4313
evan.ranes@colliers.com

PROFESSIONAL SERVICE AGREEMENT

CONTINUED

TERMS AND CONDITIONS

"T&C"

- 1) The Appraisal will be subject to Colliers International Valuation & Advisory Services, LLC's ("CIVAS") Assumptions and Limiting Conditions that are incorporated into each appraisal, and any Extraordinary Assumptions and Hypothetical Conditions that may be incorporated into each appraisal.
- 2) Any capitalized, non-defined words shall have the same meaning as defined in the Agreement to which these T&Cs are attached.
- 3) Client is defined as the party signing the Agreement and shall be responsible for payment of the fees stipulated in the Agreement. Payment of the fee for the Appraisal is not contingent on the appraised value(s) or the outcome of the report(s). Additional fees will be charged on an hourly basis for any work that may exceed the scope of this proposal, including performing additional valuation scenarios, additional research, and conference calls, meetings, deposition preparation, deposition, trial testimony or travel that may exceed the time allotted by CIVAS for an assignment of this nature. If CIVAS is requested to cease working on the Appraisal for any reason prior to the completion of the appraisal(s), CIVAS will be entitled to bill the Client for the time spent to date at CIVAS' hourly rates for the personnel involved. The Client will be billed a minimum \$500 or at a rate of \$250 per hour for associate time, \$300 per hour for valuation services director, \$400 per hour for managing director, and \$450 per hour for executive managing director. If the Client delays completion of the assignment beyond ninety (90) days, the fee may be renegotiated. This may result in the total fee exceeding the original agreed fee agreed upon cost.
- 4) Client agrees to pay all fees and expenses, including attorney's fees, incurred by CIVAS in connection with the collection or attempted collection of the fees and expenses. In the event Client fails to make payments when due and payable, the amount due shall bear interest at 1.5% per month or the maximum rate permitted in the state in which the CIVAS office executing the Agreement is located, whichever is lesser.
- 5) The fee is due upon delivery of the final report or within thirty (30) days of your receipt of the draft report, whichever is sooner. If a draft is requested, the fee is considered earned upon delivery of our draft report.
- 6) In the event that either party commences any legal action relating to the provisions of the Agreement, including collection, the prevailing party shall be entitled to its actual attorneys' fees and costs. The Agreement shall be governed by and construed in accordance with the laws of the state where the CIVAS office executing the Agreement is located. The venue of any action arising out of the Agreement shall be the county where the CIVAS office executing the Agreement is located. Client will have up to thirty (30) days from receipt of the Draft Appraisal to review and communicate its review to CIVAS. CIVAS reserves the right to bill Client for additional appraisal efforts that may arise from the Client not responding within this time period.
- 7) CIVAS does not make any representation or warranty, express or implied, as to the accuracy or completeness of the information or the state of affairs of the Property furnished to CIVAS by Client. In the event that any such information is inaccurate, misleading or incomplete, CIVAS shall have no responsibility or liability for any matters relating thereto (whether to the Client or to any third party).
- 8) CIVAS shall have no responsibility for legal matters, questions of survey or title, soil or subsoil conditions, engineering, or other similar technical matters. The Appraisal will not constitute a survey of the Property analyzed.
- 9) Client shall provide CIVAS with such materials with respect to the Appraisal as requested by CIVAS and which are in the possession or under the control of Client. Client shall provide CIVAS with sufficient access to the Property to be analyzed and hereby grants permission for entry, unless discussed in advance to the contrary.
- 10) The data gathered in the course of the Appraisal (except data furnished by Client) and the Appraisal prepared pursuant to the Agreement are, and will remain, the property of CIVAS. With respect to data provided by Client, such data shall be confidential, and CIVAS shall not disclose any information identified as confidential furnished to CIVAS. Notwithstanding the foregoing, CIVAS is authorized by Client to disclose all or any portion of the Appraisal and the related data to appropriate representatives of the Appraisal Institute if such disclosure is required to enable CIVAS to comply with the Bylaws and Regulations of such Institute as now or hereafter in effect.
- 11) Unless specifically noted, CIVAS does not assume any duty to analyze or examine the Property or adjacent property for the possible presence of toxic and/or hazardous substances or materials (including but not exclusive to asbestos, PCB transformers, or other toxic, hazardous, or contaminated substances and/or underground storage tanks (hazardous material), or the cost of encapsulation or removal thereof) and accepts no liability regarding the issue. If such materials exist, CIVAS defers to the expertise of professionals specifically trained in analyzing the cost to remediate, which will not be a part of the appraisal fee proposal. The Appraisal will contain a comprehensive disclaimer to this effect.
- 12) CIVAS understands that there is no major or significant deferred maintenance in the Property which would require the expertise of a professional cost estimator or contractor. If such repairs are needed, the estimates are to be prepared by others, and are not a part of the fee contemplated in the Agreement.
- 13) Client acknowledges that CIVAS is being retained hereunder as an independent contractor to perform the services described herein and nothing in the Agreement shall be deemed to create any other relationship between Client and CIVAS. The Agreement shall be deemed concluded and the services hereunder completed upon delivery to Client of the Appraisal discussed herein.
- 14) Client agrees that its only remedy for losses or damages relating to the Agreement shall be limited to the amount of the appraisal fee paid by the Client and in no circumstances shall CIVAS be liable for any losses or damages in excess of this amount. Should the Client, or any other entitled party, make a claim against CIVAS, its directors, officers, employees and other affiliates and shareholders, relating to this engagement or the appraisal(s), the maximum damages recoverable from CIVAS, its directors, officers, employees and other affiliates and shareholders, shall be the amount of funds actually collected by CIVAS under the Agreement, and no claim shall be made for any consequential or punitive damages.
- 15) If CIVAS or any of its employees receives a subpoena or other judicial notification to produce documents or provide testimony involving the Appraisal in connection with a lawsuit or related proceeding, CIVAS will notify the Client of receipt of the subpoena or

PROFESSIONAL SERVICE AGREEMENT

CONTINUED

notification. However, if CIVAS is not part of the lawsuit or proceedings, Client agrees to compensate CIVAS for the professional time required and to reimburse CIVAS for the expenses incurred in responding to any such subpoena or judicial notification, including any attorneys' fees, as they are incurred. CIVAS is to be compensated at the prevailing hourly rates of the personnel responding to the subpoena or command for testimony.

- 16) If expert witness testimony is required in connection with the Appraisal, the following hourly rates will apply. The Client will be billed at the rate of \$250 per hour for associate time, \$350 per hour for valuation services director, \$400 per hour for managing director, and \$450 per hour for executive managing director. The hourly billings pertain to court preparation, waiting and travel time, document review and preparation (excludes appraisal report) and all meetings related to court testimony.
- 17) Client shall indemnify and hold CIVAS, its parent, subsidiaries, affiliates, its officers, directors, employees and agents ("CIVAS Indemnities"), fully harmless against all losses, damages, claims, and expenses of any kind whatsoever (including costs and reasonable attorneys' fees), sustained or incurred by a third party as a result of the negligence or intentional acts or omissions of Client (including any failure to perform any duty imposed by law), any misrepresentation, distortion or if Client fails to provide complete and accurate information to CIVAS, for which recovery is sought against the CIVAS Indemnities; however, such obligation to defend and indemnify shall not apply to the extent caused by the negligent act or willful misconduct of CIVAS. Client shall indemnify and hold CIVAS Indemnities harmless from any claims, expenses, judgments or other items or costs arising as a result of the Client's failure or the failure of any of the Client's agents to provide a complete copy of the Appraisal to any third party. LIMITATION OF LIABILITY. EXCEPT FOR THE INDEMNIFICATION PROVISION ABOVE, ANYTHING IN THE AGREEMENT TO THE CONTRARY NOTWITHSTANDING, UNDER NO CIRCUMSTANCES WHATSOEVER SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES OF ANY KIND WHATSOEVER.
- 18) The Appraisal and the name Colliers International Valuation & Advisory Services may not be used in any marketing or investment material or offering memoranda without CIVAS' prior written consent. CIVAS, its employees and appraisers have no liability to any recipients of any prepared material, and disclaim all liability to any party other than the Client.
- 19) Unless CIVAS consents in writing, the Appraisal cannot be used by any party or for any purpose other than the Client for the purposes specified in the Agreement. Should the Client provide a copy of this Appraisal to any person or entity not authorized by CIVAS in writing, Client hereby agrees to hold CIVAS, its directors, officers, employees and other affiliates and shareholders, harmless from all damages, expenses, claims and costs, including any attorney's fees. The Client acknowledges that any opinions and conclusions expressed by the professionals of CIVAS pursuant to the Agreement are made as employees and not as individuals. CIVAS' responsibility is limited to the Client, and the use of the Appraisal or related product by third parties shall be solely at the risk of the Client and/or third parties.
- 20) The use of this appraisal shall be used only for the purpose as set forth in the Intended Use section of the Agreement. In the event that the client wishes to use this report or portions of this report for any other purpose such as, to become part of or be referenced in, any offering or other material intended for the review of others, or to be submitted to others, will be at the Client's sole and absolute discretion and, if given, will be on condition that CIVAS will be provided with an Indemnification Agreement and/or Non-Reliance letter, in a form and content satisfactory to CIVAS and the Client, by a party satisfactory to CIVAS and the Client. CIVAS does consent to Client submission of the complete Appraisal to rating agencies, loan participants or your accountants/auditors without the need to provide us with an Indemnification Agreement and/or Non-Reliance letter.

Valuation & Advisory Services

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 Fax: +1 206 682 7938
 colliers.com

601 Union Street
 Suite 4800
 Seattle, WA 98101
 United States

Valuation Glossary



Unless specified otherwise, these definitions were extracted from the following sources or publications:

The Dictionary of Real Estate Appraisal, Sixth Edition, Appraisal Institute, Chicago, Illinois, 2015 (Dictionary).

Uniform Standards of Professional Appraisal Practice, 2020-2022 Edition (USPAP).

The Appraisal of Real Estate, Fifteenth Edition, Appraisal Institute, Chicago, Illinois, 2020 (15th Edition).

Absolute Net Lease

A lease in which the tenant pays all expenses including structural maintenance, building reserves, and management; often a long-term lease to a credit tenant. (Dictionary)

Ad Valorem Tax

A real estate tax based on the assessed value of the property, which is not necessarily equivalent to its market value. (15th Edition)

Aggregate of Retail Values (ARV)

The sum of the separate and distinct market value opinions for each of the units in a condominium; subdivision development, or portfolio of properties, as of the date of valuation. The aggregate of retail values does not represent the value of all the units as sold together in a single transaction; it is simply the total of the individual market value conclusions. Also called *sum of the retail values*. (Dictionary)

Arm's-length Transaction

A transaction between unrelated parties who are each acting in his or her own best interest. (Dictionary)

As-Is Market Value

The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date. (Dictionary)

Assessed Value

The value of a property according to the tax rolls in ad valorem taxation; may be higher or lower than market value, or based on an assessment ratio that is a percentage of market value. (Dictionary)

Average Daily Room Rate (ADR)

In the lodging industry, the net rooms revenue derived from the sale of guest rooms divided by the number of paid occupied rooms. (Dictionary)

Band of Investment

A technique in which the capitalization rates attributable to components of an investment are weighted and combined to derive a weighted-average rate attributable to the total investment. (Dictionary)

Cash-Equivalent Price

The price of a property with nonmarket financing expressed as the price that would have been paid in an all-cash sale. (Dictionary)

Common Area

The total area within a property that is not designed for sale or rental but is available for common use by all owners, tenants, or their invitees, e.g., parking and its appurtenances, malls, sidewalks, landscaped areas, recreation areas, public toilets, truck and service facilities. (Dictionary)

Contract Rent

The actual rental income specified in a lease. (15th Edition)

Cost Approach

A set of procedures through which a value indication is derived for the fee simple interest in a property by estimating the current cost to construct a reproduction of (or replacement for) the existing structure, including an entrepreneurial incentive; deducting depreciation from the total cost; and adding the estimated land value. Adjustments may then be made to the indicated fee simple value of the subject property to reflect the value of the property interest being appraised. (Dictionary)

Curable Functional Obsolescence

An element of depreciation; a curable defect caused by a flaw in the structure, materials, or design, which can be practically and economically corrected. (Dictionary)

Debt Coverage Ratio (DCR)

The ratio of net operating income to annual debt service, which measures the relative ability of a property to meet its debt service out of net operating income; also called debt service coverage ratio (DSCR). (Dictionary)



Deferred Maintenance

Items of wear and tear on a property that should be fixed now to protect the value or income-producing ability of a property. *(Dictionary)*

Depreciation

In appraisal, a loss in property value from any cause; the difference between the cost of an improvement on the effective date of the appraisal and the market value of the improvement on the same date. *(Dictionary)*

Direct Costs

Expenditures for the labor and materials used in the construction of improvements; also called hard costs. *(Dictionary)*

Discounted Cash Flow (DCF) Analysis

The procedure in which a discount rate is applied to a set of projected income streams and a reversion. The analyst specifies the quantity, variability, timing, and duration of the income streams and the quantity and timing of the reversion, and discounts each to its present value at a specified yield rate. *(Dictionary)*

Discount Rate

A rate of return on capital used to convert future payments or receipts into present value; usually considered to be a synonym for yield rate. *(Dictionary)*

Disposition Value

The most probable price that a specified interest in property should bring under the following conditions:

1. Consummation of a sale within a specified time, which is shorter than the typical exposure time for such a property in that market.
2. The property is subjected to market conditions prevailing as of the date of valuation.
3. Both the buyer and seller are acting prudently and knowledgeably.
4. The seller is under compulsion to sell.
5. The buyer is typically motivated.
6. Both parties are acting in what they consider their best interests.
7. An adequate marketing effort will be made during the exposure time.
8. Payment will be made in cash in U.S. dollars (or the local currency) or in terms of financial arrangements comparable thereto.
9. The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

This definition can also be modified to provide for valuation with specified financing terms. *(Dictionary)*

Easement

The right to use another's land for a stated purpose. Access or right-of-way easements may be acquired by private parties or public utilities. Governments may be the beneficiaries of easements placed on privately owned land that is dedicated to conservation, open space, or preservation. *(15th Edition)*

Economic Life

The period over which improvements to real property contribute to property value. *(Dictionary)*

Effective Age

The age of property that is based on the amount of observed deterioration and obsolescence it has sustained, which may be different from its chronological age. *(Dictionary)*

Effective Date

The date on which the appraisal or review opinion applies *(SVP) (Dictionary)*

Effective Gross Income (EGI)

The anticipated income from all operations of the real estate after an allowance is made for vacancy and collection losses and an addition is made for any other income. *(Dictionary)*

Effective Gross Income Multiplier (EGIM)

The ratio between the sale price (or value) of a property and its effective gross income. *(Dictionary)*

Effective Rent

The total base rent, or minimum rent stipulated in a lease, over the specified lease term minus rent concessions - e.g. free rent, excessive tenant improvements, moving allowances, lease buyouts, cash allowances, and other lease incentives. *(15th Edition)*

Eminent Domain

The right of government to take private property for public use upon the payment of just compensation. The Fifth Amendment of the U.S. Constitution, also known as the takings clause, guarantees payment of just compensation upon appropriation of private property. *(Dictionary)*

Entrepreneurial Incentive

The amount an entrepreneur expects to receive for his or her contribution to a project. Entrepreneurial incentive may be distinguished from entrepreneurial profit (often called developer's profit) in that it is the expectation of future profit as opposed to the profit actually earned on a development or improvement. *(Dictionary)*

Entrepreneurial Profit

A market-derived figure that represents the amount an entrepreneur receives for his or her contribution to a project and risk; the difference between the total cost of a property (cost of development) and its market value (property value after completion), which represents the entrepreneur's compensation for the risk and expertise associated with



development. An entrepreneur is motivated by the prospect of future value enhancement (i.e., the entrepreneurial incentive). An entrepreneur who successfully creates value through new development, expansion, renovation, or an innovative change of use is rewarded by entrepreneurial profit. Entrepreneurs may also fail and suffer losses. *(Dictionary)*

Excess Land

Land that is not needed to serve or support the existing improvement. The highest and best use of the excess land may or may not be the same as the highest and best use of the improved parcel. Excess land has the potential to be sold separately and is valued separately. *(Dictionary)*

Excess Rent

The amount by which contract rent exceeds market rent at the time of the appraisal; created by a lease favorable to the lessor and may reflect superior management, a lease execution in an earlier, stronger rental market, or an agreement of the parties. Due to the higher risk inherent in the receipt of excess rent, it may be calculated separately and capitalized or discounted at a higher rate in the income capitalization approach. *(15th Edition)*

Expense Stop

A clause in a lease that limits the landlord's expense obligation, which results in the lessee paying any operating expenses above a stated level or amount. *(Dictionary)*

Exposure Time

An opinion, based on supporting market data, of the length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. *(USPAP)*

Extraordinary Assumption

An assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions. Uncertain information might include physical, legal, or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends; or the integrity of data used in an analysis. An extraordinary assumption may be used in an assignment only if:

- It is required to properly develop credible opinions and conclusions;
- The appraiser has a reasonable basis for the extraordinary assumption;
- Use of the extraordinary assumption results in a credible analysis; and
- The appraiser complies with the disclosure requirements set forth in USPAP for extraordinary assumptions. *(USPAP)*

External Obsolescence

A type of depreciation; a diminution in value caused by negative external influences and generally incurable on the part of the owner, landlord, or tenant. The external influence may be temporary or permanent. *(Dictionary)*

Fair Market Value

In nontechnical usage, a term that is equivalent to the contemporary usage of market value.

As used in condemnation, litigation, income tax, and property tax situations, a term that is similar in concept to market value but may be defined explicitly by the relevant agency. *(Dictionary)*

Feasibility Analysis

A study of the cost-benefit relationship of an economic endeavor. *(USPAP)*

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat. *(Dictionary)*

Floor Area Ratio (FAR)

The relationship between the above-ground floor area of a building, as described by the zoning or building code, and the area of the plot on which it stands; in planning and zoning, often expressed as a decimal, e.g., a ratio of 2.0 indicates that the permissible floor area of a building is twice the total land area. *(Dictionary)*

Functional Obsolescence

The impairment of functional capacity of improvements according to market tastes and standards. *(Dictionary)*

Functional Utility

The ability of a property or building to be useful and to perform the function for which it is intended according to current market tastes and standards; the efficiency of a building's use in terms of architectural style, design and layout, traffic patterns, and the size and type of rooms. *(Dictionary)*

Furniture, Fixtures, and Equipment (FF&E)

Business trade fixtures and personal property, exclusive of inventory. *(Dictionary)*

Going-concern

An established and operating business having an indefinite future life. *(Dictionary)*



Going-concern Value

An outdated label for the market value of all the tangible and intangible assets of an established and operating business with an indefinite life, as if sold in aggregate; more accurately termed the market value of the going concern or market value of the total assets of the business. *(Dictionary)*

Gross Building Area (GBA)

Total floor area of a building, excluding unenclosed areas, measured from the exterior of the walls of the above-grade area. This includes mezzanines and basements if and when typically included in the market area of the type of property involved. *(Dictionary)*

Gross Leasable Area (GLA) - Commercial

Total floor area designed for the occupancy and exclusive use of tenants, including basements and mezzanines; measured from the center of joint partitioning to the outside wall surfaces. *(Dictionary)*

Gross Living Area (GLA) - Residential

Total area of finished, above-grade residential area; calculated by measuring the outside perimeter of the structure and includes only finished, habitable, above-grade living space. (Finished basements and attic areas are not generally included in total gross living area. Local practices, however, may differ.) *(Dictionary)*

Highest & Best Use

The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. The use of an asset that maximizes its potential and that is possible, legally permissible, and financially feasible. The highest and best use may be for continuation of an asset's existing use or for some alternative use. This is determined by the use that a market participant would have in mind for that asset when formulating the price that it would be willing to bid (IVS). *(Dictionary)*

Hypothetical Condition

A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis. Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. *(USPAP)*

Income Capitalization Approach

In the income capitalization approach, an appraiser analyzes a property's capacity to generate future benefits and capitalizes the income into an indication of present value. The principle of anticipation is fundamental to this approach. Techniques and procedures from this approach are used to analyze comparable sales data and to measure obsolescence in the cost approach. *(15th Edition)*

Incurable Functional Obsolescence

An element of depreciation; a defect caused by a deficiency or superadequacy in the structure, materials, or design that cannot be practically or economically corrected as of the effective date of the appraisal. *(Dictionary)*

Indirect Costs

Expenditures or allowances for items other than labor and materials that are necessary for construction, but are not typically part of the construction contract. Indirect costs may include administrative costs, professional fees, financing costs and the interest paid on construction loans, taxes and the builder's or developer's all-risk insurance during construction, and marketing, sales, and lease-up costs incurred to achieve occupancy or sale. Also called soft costs. *(Dictionary)*

Insurable Replacement Cost

The cost estimate, at current prices as of the effective date of valuation, of a substitute for the building being valued, using modern materials and current standards, design and layout for insurance coverage purposes guaranteeing that damaged property is replaced with a new property (i.e., depreciation is not deducted). *(Dictionary)*

Interim Use

The temporary use to which a site or improved property is put until a different use becomes maximally productive. *(Dictionary)*

Investment Value

The value of a property to a particular investor or class of investors based on the investor's specific requirements. Investment value may be different from market value because it depends on a set of investment criteria that are not necessarily typical of the market. *(Dictionary)*

Leased Fee Interest

The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversion right when the lease expires. *(Dictionary)*

Leasehold Interest

The right held by the lessee to use and occupy real estate for a stated term and under the conditions specified in the lease. *(Dictionary)*



Legally Nonconforming Use

A use that was lawfully established and maintained, but no longer conforms to the use regulations of its current zoning; also known as a grandfathered use. *(Dictionary)*

Liquidation Value

The most probable price that a specified interest in real property should bring under the following conditions:

1. Consummation of a sale within a short time period.
2. The property is subjected to market conditions prevailing as of the date of valuation.
3. Both the buyer and seller are acting prudently and knowledgeably.
4. The seller is under extreme compulsion to sell.
5. The buyer is typically motivated.
6. Both parties are acting in what they consider to be their best interests.
7. A normal marketing effort is not possible due to the brief exposure time.
8. Payment will be made in cash in U.S. dollars (or the local currency) or in terms of financial arrangements comparable thereto.
9. The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

This definition can also be modified to provide for valuation with specified financing terms. *(Dictionary)*

Market Area

The geographic region from which a majority of demand comes and in which the majority of competition is located. Depending on the market, a market area may be further subdivided into components such as primary, secondary, and tertiary market areas. *(Dictionary)*

Market Rent

The most probable rent that a property should bring in a competitive and open market reflecting the conditions and restrictions of a specific lease agreement, including the rental adjustment and revaluation, permitted uses, use restrictions, expense obligations, term, concessions, renewal and purchase options, and tenant improvements (TIs). *(Dictionary)*

Market Study

An analysis of the market conditions of supply, demand, and pricing for a specific property type in a specific area. *(Dictionary)*

Market Value (Most Common Non-FRT)

The most probable price, as of a specific date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue distress. *(Dictionary)*

Market Value (Interagency Guidelines)

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised, and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. *(Interagency Appraisal and Evaluation Guidelines, December 10, 2010, Federal Register, Volume 75 Number 237, Page 77472)*

Marketability Analysis

The study of how a specific property is expected to perform in a specific market. A marketability analysis expands on a market analysis by addressing a specific property. *(Dictionary)*

Neighborhood Analysis

The objective analysis of observable or quantifiable data indicating discernible patterns of urban growth, structure, and change that may detract from or enhance property values; focuses on four sets of considerations that influence value: social, economic, governmental, and environmental factors. *(Dictionary)*



Net Operating Income (NOI)

The actual or anticipated net income that remains after all operating expenses are deducted from effective gross income but before mortgage debt service and book depreciation are deducted. Note: This definition mirrors the convention used in corporate finance and business valuation for EBITDA (earnings before interest, taxes, depreciation, and amortization). *(15th Edition)*

Obsolescence

One cause of depreciation; an impairment of desirability and usefulness caused by new inventions, changes in design, improved processes for production, or external factors that make a property less desirable and valuable for a continued use; may be either functional or external. *(Dictionary)*

Off-site Costs

Costs incurred in the development of a project, excluding on-site costs such as grading and construction of the building and other improvements; also called common costs or off-site improvement costs. *(Dictionary)*

On-site Costs

Costs incurred for the actual construction of buildings and improvements on a particular site. *(Dictionary)*

Overage Rent

The percentage rent paid over and above the guaranteed minimum rent or base rent; calculated as a percentage of sales in excess of a specified breakeven sales volume. *(15th Edition)*

Overall Capitalization Rate (OAR)

The relationship between a single year's net operating income expectancy and the total property price or value. *(Dictionary)*

Parking Ratio

The ratio of parking area or parking spaces to an economic or physical unit of comparison. Minimum required parking ratios for various land uses are often stated in zoning ordinances. *(Dictionary)*

Potential Gross Income (PGI)

The total income attributable to property at full occupancy before vacancy and operating expenses are deducted. *(Dictionary)*

Potential Gross Income Multiplier (PGIM)

The ratio between the sale price (or value) of a property and its annual potential gross income. *(Dictionary)*

Present Value (PV)

The value of a future payment or series of future payments discounted to the current date or to time period zero. *(Dictionary)*

Prospective Opinion of Value

A value opinion effective as of a specified future date. The term does not define a type of value. Instead, it identifies a value opinion as effective at some specific future date. An opinion of value as of a prospective date is frequently sought in connection with projects that are proposed, under construction, or under conversion to a new use, or those that have not achieved sellout or a stabilized level of long-term occupancy. *(Dictionary)*

Qualitative Adjustment

An indication that one property is superior, inferior, or the same as another property. Note that the common usage of the term is a misnomer in that an adjustment to the sale price of a comparable property is not made. Rather, the indication of a property's superiority or inferiority to another is used in relative comparison analysis, bracketing, and other forms of qualitative analysis. *(Dictionary)*

Quantitative Adjustment

A numerical (dollar or percentage) adjustment to the indicated value of the comparable property to account for the effect of a difference between two properties on value. *(Dictionary)*

Rentable Area

The amount of space on which the rent is based; calculated according to local practice. *(Dictionary)*

Replacement Cost

The estimated cost to construct, at current prices as of a specific date, a substitute for a building or other improvements, using modern materials and current standards, design, and layout. *(Dictionary)*

Reproduction Cost

The estimated cost to construct, at current prices as of the effective date of the appraisal, an exact duplicate or replica of the building being appraised, using the same materials, construction standards, design, layout, and quality of workmanship and embodying all the deficiencies, superadequacies, and obsolescence of the subject building. *(Dictionary)*

Retrospective Value Opinion

A value opinion effective as of a specified historical date. The term retrospective does not define a type of value. Instead, it identifies a value opinion as being effective at some specific prior date. Value as of a historical date is frequently sought in connection with property tax appeals, damage models, lease renegotiation, deficiency judgments, estate tax, and condemnation. Inclusion of the type of value with this term is appropriate, e.g., "retrospective market value opinion." *(Dictionary)*



Sales Comparison Approach

The process of deriving a value indication for the subject property by comparing sales of similar properties to the property being appraised, identifying appropriate units of comparison, and making adjustments to the sale prices (or unit prices, as appropriate) of the comparable properties based on relevant, market-derived elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered vacant when an adequate supply of comparable sales is available. *(Dictionary)*

Scope of Work

The type and extent of research and analysis in an appraisal or appraisal review assignment. Scope of work includes, but is not limited to:

The extent to which the property is identified;

The extent to which tangible property is inspected;

The type and extent of data researched; and

The type and extent of analysis applied to arrive at opinions or conclusions. *(USPAP)*

Shopping Center Types

Neighborhood Shopping Center: The smallest type of shopping center, generally with a gross leasable area of between 30,000 and 100,000 square feet. Typical anchors include supermarkets. Neighborhood shopping centers offer convenience goods and personal services and usually depend on a market population support of 3,000 to 40,000 people.

Community Shopping Center: A shopping center of 100,000 to 400,000 square feet that usually contains one junior department store, a variety store, discount or department store. A community shopping center generally has between 20 and 70 retail tenants and a market population support of 40,000 to 150,000 people.

Regional Shopping Center: A shopping center of 300,000 to 900,000 square feet that is built around one or two full-line department stores of approximately 200,000 square feet each plus small tenant spaces. This type of center is typically supported by a minimum population of 150,000 people.

Super-Regional Center: A large center of 600,000 to 2.0 million square feet anchored by three or more full-line department stores. This type of center is typically supported by a population area of 300,000 people. *(15th Edition)*

Superadequacy

An excess in the capacity or quality of a structure or structural component; determined by market standards. *(Dictionary)*

Surplus Land

Land that is not currently needed to support the existing use but cannot be separated from the property and sold off for another use. Surplus land does not have an independent highest and best use and may or may not contribute value to the improved parcel. *(Dictionary)*

Tenant Improvements (TIs)

1. Fixed improvements to the land or structures installed for use by a lessee.
2. The original installation of finished tenant space in a construction project; subject to periodic change for succeeding tenants. *(Dictionary)*

Triple Net Lease

An alternative term for a type of net lease. In some markets, a net net net lease is defined as a lease in which the tenant assumes all expenses (fixed and variable) of operating a property except that the landlord is responsible for structural maintenance, building reserves, and management. Also called NNN, triple net lease, or fully net lease. *(Dictionary)*

Usable Area

The area that is actually used by the tenants measured from the inside of the exterior walls to the inside of walls separating the space from hallways and common areas. *(Dictionary)*

Useful Life

The period of time over which a structure or a component of a property may reasonably be expected to perform the function for which it was designed. *(Dictionary)*

Vacancy and Collection Loss

A deduction from potential gross income (PGI) made to reflect income deductions due to vacancies, tenant turnover, and non-payment of rent; also called vacancy and credit loss or vacancy and contingency loss. *(Dictionary)*

Yield Capitalization

A method used to convert future benefits into present value by 1) discounting each future benefit at an appropriate yield rate, or 2) developing an overall rate that explicitly reflects the investment's income pattern, holding period, value change, and yield rate. *(Dictionary)*



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Heidi Meidenbauer, MAI

Area of Expertise

Heidi Meidenbauer is the Senior Valuation Services Director for Colliers International Valuation & Advisory Services. She began her career in 1992 in Las Vegas as an intern for Gary H. Kent, Inc. and was Owner/President between 2007-2011.

Mrs. Meidenbauer has expertise in a variety of assignments providing appraisals on commercial and complex properties, existing and proposed, including but not limited to multifamily, self-storages, retail, neighborhood, power and community shopping centers, industrial, office, land, condemnation, deed restriction modifications, hospitality, casinos, golf courses, convenience stores and gas stations, ground leases, fair market rental rates, and IRS valuations.

Affiliations or Memberships

CREW - 2019

Member: Appraisal Institute – MAI
Designation

Las Vegas Chapter Appraisal Institute:

- 2000-2003 Education Chair
- 2001-2003 Regional Representative
- 2005 President: Appraisal Institute – Las Vegas Chapter

Professional Background

Managing Director
Valbridge Property Advisors (2013-2019)

Managing Director
Lubawy & Associates (2011-2013)

President/Owner
Gary H. Kent, Inc. dba Kent Appraisal Services (2007-2011)

MAI, Certified General Appraiser and Internship

Gary H. Kent, Inc. (1996-2011) – Certified General Appraiser, Received MAI designation in 2004

Gary H. Kent, Inc (1992-1996) - Internship

Education or Qualifications

Bachelor of Science Business
Administration University of
Nevada, Las Vegas

State Certifications

California
Nevada

APPRAISER CERTIFICATE

STATE OF NEVADA DEPARTMENT OF BUSINESS AND INDUSTRY

NOT TRANSFERABLE

REAL ESTATE DIVISION

NOT TRANSFERABLE

This is to Certify That : HEIDI H MEIDENBAUER

Certificate Number: A.0002459-CG

Is duly authorized to act as a CERTIFIED GENERAL APPRAISER from the issue date to the expiration date at the business address stated here in, unless the certificate is sooner revoked, cancelled, withdrawn, or invalidated.

Issue Date: October 6, 2020

Expire Date: October 31, 2022

In witness whereof, THE DEPARTMENT OF BUSINESS AND INDUSTRY, REAL ESTATE DIVISION, by virtue of the authority vested in Chapter 645C of the Nevada Revised Statutes, has caused this Certificate to be issued with its Seal printed thereon. This certificate must be conspicuously displayed in place of business.

FOR: COLLIERS INTERNATIONAL
VALUATION & ADVISORY SERVICES
3690 HOWARD HUGHES PKWY STE 150
LAS VEGAS, NV 89169

REAL ESTATE DIVISION

SHARATH CHANDRA
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B.S. Portland State University

State Certifications

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Hawaii

New Mexico

Nevada

Oregon

Utah

Evan Ranes, MAI, ASA, R/W-AC

Area of Expertise

Evan Ranes is the Managing Director of the Las Vegas Office for Colliers International Valuation & Advisory Services. He began his appraisal career in 1992 in Las Vegas and has performed valuations and consulting services on a wide variety of property types and property rights.

Mr. Ranes has valuation expertise in a variety of assignments including: mortgage lending, condemnation (right-of-way), easements, conservation easements, land leases, agricultural land (row crops, hay, and permanent), minority and fractional ownership interest, and going concerns.

Multifamily valuation experience includes: apartment, age restricted, rent restricted, student housing, SRO, LIHTC, for HUD, FNMA/FHLMC, and REIT clients.

Healthcare experience includes: medical office building (hospital), ambulatory surgery center, independent living, assisted living, memory care, skilled nursing facility, and fair market value rent studies for Stark & Anti-Kickback Laws.

Retail experience includes: c-store/gas, tavern, net lease, quick service restaurant, casual dining, single-tenant, gentlemen's club, brothel, multi-tenant, big box, neighborhood center, regional mall including ASC 805 separation of value.

Hospitality experience includes: motel, hotel, hotel/casino, golf course, and waterpark.

Office experience includes: office condo, single and multi-tenant, mid-rise, and high-rise.

Industrial experience includes: warehouse, flex, R&D, and business parks.

Litigation experience includes: tax appeal, condemnation, right-of-way, landlord tenant disputes, divorce, estate valuation, and bankruptcy.

Colliers

Mr. Ranes has testified as an Expert Witness in the following jurisdictions: Clark County District Court, San Diego County District Court, Utah District Court, Nevada District Court, Los Angeles Superior Court, Orange County Superior Court, Mohave County Superior Court, U.S. Bankruptcy Court, and Arbitration Los Angeles – JAMS.

Affiliations or Memberships

MAI, Designated Member of the Appraisal Institute

ASA, Accredited Senior Appraiser,
American Society of Appraisers

R/W-AC, International Right of Way
Association

ASFMRA, Associate Member

Appraisal Institute – Public Relations
Chairman 1999 to 2000 Las Vegas
Chapter

Professional Background

Managing Director | Las Vegas,
Colliers International Valuation & Advisory
Services 2018 to present

First Vice President | Las Vegas,
Newmark Knight Frank Valuation &
Advisory Services, 2017 to 2018

Managing Director | Western U.S.,
Healthcare Practice Leader,
Newmark Knight Frank Valuation &
Advisory Services, 2014 to 2017

Managing Director | Las Vegas,
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Senior Appraiser,
Grubb & Ellis/Landauer, 2011 to 2012

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Lubawy & Associates, 1995 to 2011

Appraiser Intern,
George A. Smith & Associates, 1992 to
1995

Accelerating success.

APPRAISER CERTIFICATE

STATE OF NEVADA DEPARTMENT OF BUSINESS AND INDUSTRY

NOT TRANSFERABLE REAL ESTATE DIVISION NOT TRANSFERABLE

This is to Certify That : EVAN A RANES

Certificate Number: A.0001497-CG

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Issue Date: March 5, 2020

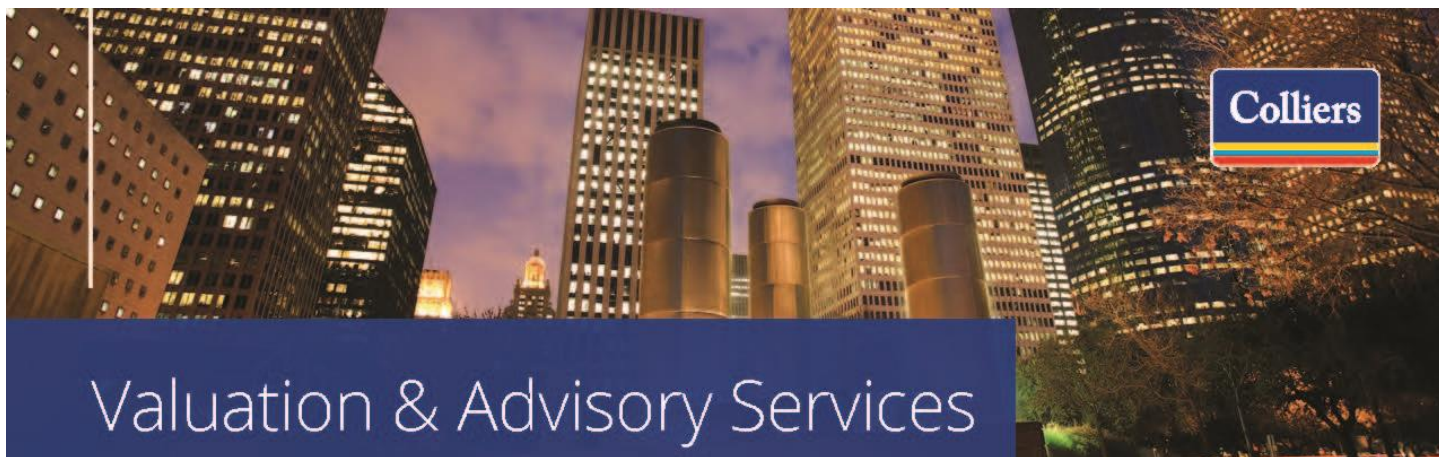
Expire Date: March 31, 2022

In witness whereof, THE DEPARTMENT OF BUSINESS AND INDUSTRY, REAL ESTATE DIVISION, by virtue of the authority vested in Chapter 645C of the Nevada Revised Statutes, has caused this Certificate to be issued with its Seal printed thereon. This certificate must be conspicuously displayed in place of business.

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REAL ESTATE DIVISION
SHARATH CHANDRA
Administrator





Valuation & Advisory Services

Services Offered

Single Asset Valuation
 Portfolio Valuation
 Institutional Asset Valuation
 Loan Pool Valuation
 Appraisal Review
 Appraisal Management
 Lease and Cost Analysis
 Insurance Valuation
 Arbitration & Consulting
 Feasibility Studies
 Investment Analysis
 Highest and Best Use Studies
 Tax Appeals
 Litigation Support
 Segregated-Cost Analysis

Experience That Counts

Office
 Industrial
 Retail
 Multifamily
 Mixed-Use Properties
 Senior Housing
 Land
 Self-Storage
 Manufactured Housing
 Agriculture
 Net Lease
 Hospitality
 Health Care
 Subdivisions
 Embassies & Consulates
 GSA Properties
 Special Use Properties
 Telecommunications

Real estate valuations play a pivotal role in today's business climate. An accurate and well supported opinion of property value can mean the difference between reaching a critical goal—securing a loan, closing a sale, reporting to investors, choosing the best asset—or failing to achieve it altogether.

Colliers Valuation & Advisory Services' reports are designed to deliver insight into a property's fundamentals, its competition and the overall market dynamics affecting value. A solid valuation report can be a strategic asset for investors, lenders and owners, provided that it addresses both a property's unique characteristics and the most current market conditions.

Commitment to high-end client service, coupled with Colliers' unparalleled market intelligence and resources, differentiates us as the firm of choice in the real estate industry.

Professionals

Our professionals share a commitment to deliver the highest level of service and consistent results. We go the extra mile for our clients, whether this means meeting a tight deadline or working with a complex and challenging property.

Technology

Our unmatched report creation technology speeds appraisals through the pipeline. This secure, centralized production system generates a wide range of reports and high volume portfolio orders without delays.

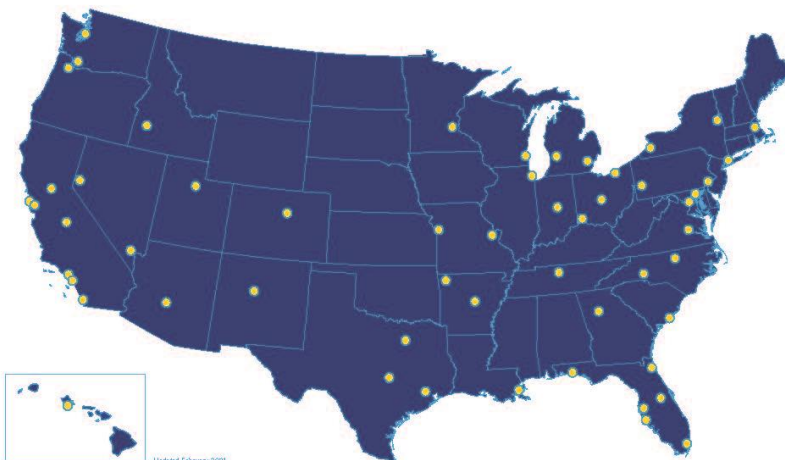
Information

Today's business climate places valuation in a more pivotal position than ever before. All our appraisals are evaluated and approved by an experienced review team to ensure our clients receive concise and timely appraisals. With clear, prompt reporting and a comprehensive, big picture approach, Colliers International's Valuation and Advisory reports give our clients the information they need to make better business decisions.

Accelerating success.

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Updated February 2021

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AGENDA ITEM
City Council Meeting
Meeting Date: September 14, 2021
Submitted by: Tracy Beck
Submitting Department: City Clerk

Administrative

Consideration for approval of the Virgin Valley Schools FY21-22 Proposals.

- Public Comment
 - Discussion and Possible Action
-

PETITIONER: Wes Boger, Council member and Virgin Valley CEAB

DEPARTMENT: City Clerk

RECOMMENDATION:

Approve the Virgin Valley Schools FY21-22 Proposals.

Background:

Fiscal Impact: More than 50% of the proposals will be taken care of with CARES act and income from Deep Roots.

Budgeted Item: No

Attachments:

- [Funding CEAB Proposals 21-22.pdf](#)
- [CHMS & VVHS Joint Proposal 21-22.pdf](#)
- [VVES Proposal 21-22.pdf](#)
- [JLBES Proposa 21-22.pdf](#)

FISCAL YEAR 21-22**CEAB PROPOSALS**

Total BEFORE CARES and Deep Roots for all four schools	\$	75,952.50
CARES funds still available	\$	41,200.00
Deep Roots Income	\$	3,303.10
	\$	44,503.10

Hughes Middle School	\$	13,200.00	The Middle School and High School combined their proposals for Teacher reimbursements for supplies and additional manipulatives for individual student use.
Virgin Valley High School	\$	15,200.00	
Sub Total	\$	28,400.00	This will be all CARES funding

CARES funds still available	\$	41,200.00	
CHS and VVHS	\$	28,400.00	
Sub Total	\$	12,800.00	Cares Funding still available

Virgin Valley Elementary	\$	28,675.00	
CARES funds	\$	12,800.00	24 Elmo document Cameras
Sub Total	\$	15,875.00	Teachers Aides and 11 Elmo Cameras

JL Bowler Elementary	\$	18,877.50	Teachers Aides and Late Activity Transportation Costs.
Deep Roots Income	\$	(3,303.10)	
Sub Total	\$	15,574.40	

Totals for schools AFTER CARES and Deep Roots Income	<u>\$</u>	<u>31,449.40</u>
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City of Mesquite Education Funding Request for Virgin Valley Schools Teacher Classroom Supply Grant

Background

According to the Economic Policy Institute, the average Nevada public school teacher spends \$543 out of pocket on school supplies for their classrooms. It is likely that teachers in the Virgin Valley area spend even more than that, although no official study has been conducted with the teachers solely in our community. Beginning in 2016, teachers in Nevada had access to a state reimbursement program to purchase many needed classroom supplies that directly impact student instruction and learning up to \$200. Because of the unique needs of every classroom, teachers were allowed flexibility in purchasing items that will directly benefit students in each of their individual classrooms. Oversight was given by administrative approval and adherence to CCSD purchasing guidelines and parameters. These expenditures were audited annually by CCSD, and were included in any official school audits conducted locally to ensure that funds were used appropriately.

On June 12, 2019, Governor Sisolak signed Senate Bill 324 authorizing the "Teachers' School Supplies Reimbursement" account. This was an extension of similar bills previously passed in 2015 and 2017 under then Governor Sandoval. During a special legislative session in 2020, the \$4.5 million allocation for this program was cut entirely as one of many measures to help close the massive state budget shortfall due to the coronavirus pandemic.

Funding Request

This funding request is to allocate \$400 for each licensed teacher at Virgin Valley High School and Hughes Middle School. Rationale for these funds include the following:

- As a "new normal" takes shape inside school classrooms, teachers have had to adjust accordingly. Some teachers have needed additional technology supplies. Some have purchased additional manipulatives for individual student use.
- School operational and supply budgets have been reduced several years in a row to help cover district shortfalls.

Hughes Middle School

33 teachers x \$400 = \$13,200

Virgin Valley High School

38 teachers x \$400 = \$15,200

Total - 71 teachers x \$400 = \$28,400

This is a tremendous opportunity for the City of Mesquite and Virgin Valley High School and Hughes Middle School to collaborate and allocate money that will directly impact students.

Oversight and Reporting

The individual principals at each school will be responsible to provide oversight on these grant funds. They will follow previous methods of overseeing the teacher reimbursement supply accounts provided by CCSD and the State of Nevada. Specifically, all funds must be expended on classroom supplies that will directly benefit students. School administrators must approve all expenditures. The grant accounts will be included in school district internal audits. Furthermore, a reconciliation report will be provided to the Virgin Valley CEAB and Mesquite City Council no later than May 1, 2021 itemizing and detailing all expenditures within the grant accounts.

CEAB GRANT PROPOSAL FORM

Applicant:

Virgin Valley ES

Number of students benefiting from Grant:

2 School (Neighborhood) Aides (507 students)
35 Elmo Document Cameras

Amount of Funding Requested:

\$28,675.00

Goal of Funding Request:

*Two school aides will work with students in all grade levels focusing on non-proficient readers. The school aide assistance time will be used to support progress monitoring and remediation of students in a small group setting to work on specific skills like letter and sound identification, phonics development, sight word practice, vocabulary development, etc. The classroom teachers will identify which students would work with the school aides and which specific skills will be taught. ELL (English Language Learners), FRL (low income) and all other students performing below grade level expectancy will be targeted for assistance.

The two aides will work with students 4 days a week for 4 hours each day. They will be employed for 30 weeks. The cost for School Aides is \$11.12 an hour and each aide will work approximately 480 hours during the school year.

*After the events over the last year due to the COVID 19 pandemic, the need to provide each teacher with the right tools to effectively present data and information in their classrooms and online has become paramount. One of the most important tools in the teacher's arsenal is a document camera. Document cameras are a modern-day replacement for transparency projectors. Teachers used to have to create plastic or acetate transparencies to project a document in class, but a document camera allows them to project documents—and anything else—digitally. These cameras are a specially constructed web camera for projecting images of documents and objects crisply and clearly to a display, touchscreen panel, or another device. Document cameras allow teachers to project books and physical objects in the educational process, giving the students the ability to see an object or text clearly from anywhere in the classroom or online at home, which is important for comprehension and understanding. Also, document cameras replace the need for costly handouts and help to save paper. Even in today's high-tech classroom, teachers and students still rely on textbooks, handouts, and other printed materials. Document cameras allow teachers to follow along in the textbook or novel when students are reading out loud, to display a handout, or to inspect a chart, map, or graph as a whole class activity. For younger students, document cameras can make storytime come alive and ensure all students can see the pictures. Science classes benefit the most from having a classroom document camera. With a document camera, a dissection of petals on a flower or an up close discussion on the striations on a rock are easily seen. And in math, teachers love math manipulatives! These amazing educational tools teach students math basics such as counting, arithmetic, and pattern recognition while also honing their fine motor skills. Document cameras, allow teachers to

interactively display and model the task for their students before they try it for themselves. The possibilities are endless.

The end goal of utilizing the school aide services, along with the new document cameras, will be to increase the amount of students who are proficient at reading on grade level by providing face to face instruction in small groups and a powerful tool for presenting, dissecting, and visualizing information that is key to the learning process.

Is the project sustainable after initial funding?

The school aides could not be sustained from year to year without securing a funding source for personnel. The document cameras will be sustainable, providing a valuable learning tool for teachers and students for years to come.

Area of emphasis-targeted population:

The two school aides will work with students in all grade levels focusing on non-proficient readers by progress monitoring and providing intervention for students in a small group setting to work on specific skills like letter and sound identification, phonics development, sight word practice, vocabulary development, etc. The school aides will work 4 days a week for 4 hours a day to provide intervention activities for the identified students in need.

The document cameras would be distributed into each classroom, positively impacting the learning of 100% of students at Virgin Valley Elementary School.

Describe the strategy to accomplish the goal and expected outcome of the grant:

The subgroups receiving the additional support would be for English Language Learners, students with IEPs, students from low socio-economic groups and any other students falling below expected reading proficiency levels. The contracted general education teachers at the site would identify the students needing assistance and utilize the additional instruction personnel to provide the support. Additionally, all students would benefit from the acquisition of the document cameras every day in every classroom to enhance the learning process. Again, our goal is to increase the amount of students proficient in reading at their grade level and provide all teachers with needed tools for learning.

Overview of how the impact and effectiveness of the project will be measured.

All Virgin Valley students are given benchmark assessments to establish proficiency levels. Students who are identified as exhibiting skills below established proficiency levels are then monitored with weekly progress monitoring assessment tools. A variety of assessment tools are used in order to ensure validity of the results. Students will be monitored with the same assessment tools on a monthly basis to ensure that they are making positive progress on the targeted skills.

Use of Funds/Cost Breakdown:

Two School (Neighborhood) Aides for 30 Weeks
480 hrs. x \$11.12/hr. = \$5,337.60 x 2 = \$10,675.20

35 Elmo Document Cameras
\$514.28/camera x 35 = \$17,999.00

Total of Grant Request = \$28,675.00

Person responsible for oversight of the funding and reporting the progress/barriers of the project:

W- 702-346-5761 Fax- 702-346-5049
Matthew Bennett, Principal (Ex. 4101) and Bernice Morris, Office Manager (Ex. 4100)

CEAB GRANT PROPOSAL FORM

Applicant: Joseph L Bowler Sr. Elementary

Date: 5/26/2021

Number of students benefitting from Grant: Many students benefit directly
(approximately 120 students will receive direct support) Many more (all the students)
benefit as this assistance enables the classroom teacher to provide individualized attention.

Amount of Funding Requested: \$18,877.50

Goal of Funding Request:

The use of 2 Temporary Tutors (Neighborhood Mom) will support teachers in their efforts at remediation for students identified as at risk or demonstrating non proficiency on Nevada State Academic Content Standards. The aide assistance time will be used to provide progress monitoring and remediation of specific skills identified through assessments. Many of the skills would include but not be limited to; letter and letter sound identification, phonemic awareness, sight word attainment, vocabulary development, word decoding skills, comprehension and writing skills, number identification and correspondence, math fact development, re-teaching of math concepts students may have not gained yet, etc. The classroom teachers would determine which students to have the aides work with and the skills which will be developed. One temporary tutor will be specified to work closely with our ELL (English Language Learners) students and their parents.

The end goal of utilizing the Temporary Tutors will be to improve overall student academic proficiency levels and growth.

Many of our students who are struggling are unable to take advantage of after school hour opportunities. Parents are often unable to provide transportation. We are requesting funding to provide a Late activity services bus.

Is the project sustainable after initial funding?

This is an addition to the current project. Without these funds we would be unable to reach the additional children. These two TT's will join with a CTT funded through other grants and the schools strategic budget.

Person Responsible for oversight of funding and reporting progress/barriers of the project.

Christopher A. Jenkins, Principal

W- 702-346-1900

jenkica@nv.ccsd.net

Susan Anderson, Learning Strategist JLB

Area of emphasis-targeted population:

Reading and math are the 2 primary areas of academic focus. Temporary Tutors will be used for non-proficient students in Kindergarten through third grades and will be done on the school campus during the school day.

Describe the strategy to accomplish the goal and expected outcome of the grant:

The Temporary Tutors will be utilized daily for up to 3.9 hours each day. It is anticipated that with this grant and additional funding we will be able to provide this resource for 30 of our 36 weeks of instruction. The Temporary Tutors will work with small groups on specific, targeted skills to improve proficiency. The subgroups receiving the additional support would be from English Language Learners, students with IEPs, students from low socio-economic groups and any other students falling below expected academic proficiency levels.

The contracted general education teachers in collaboration with the Learning Strategist and Temporary Tutors will identify the students needing assistance and what means of instruction and materials will be used to provide the support.

Students identified will be able to access late transportation Monday – Thursday.

Overview of how the impact and effectiveness of the project will be measured.

All students are progress monitored using a variety of assessment tools. The multiple data sources will be used to identify the students receiving academic support. The students will be monitored with the same assessment tools on a monthly basis to ensure that they are making positive progress with their skills.

Use of Funds/Cost Breakdown:

2 TT x \$10.75 hr x 3.9 hours x 5 days a week x 30 weeks= \$12,577.50

Late Activity Transportation cost - \$6,300.00

Total of Grant Request

\$18,877.50

Research justifying grant usage

Double Jeopardy-The Annie E. Casey Foundation

- 1 in 6 children who are not reading proficiently in 3rd grade fail to graduate from high school
- Among proficient readers only 4% fail to graduate
- Among non-proficient readers the number jumps to 16%
- Children who have lived in poverty and are not reading proficiently in 3rd grade are 3 times more likely to dropout or fail to graduate
- Living in high-poverty neighborhoods exacerbates the ill effect of poor reading and poverty
- Black and Hispanic children who are not reading proficiently in 3rd grade are about 2 times as likely as similar white children not to graduate from High School

Early Warning Confirmed-The Annie E. Casey Foundation

- Early Warning study found a link between failure to read proficiently by the end of third grade with ongoing academic difficulty in school and failure to graduate from high school on time
- Early-grade reading proficiency in the United States continues to be unacceptably low for students from low-income families and children of color
- The gap between struggling and fluent readers does not diminish over time without intervention

Reading on Grade Level in Third Grade

- K-3rd grade students are **learning to Read**... Fourth graders and beyond, students are **Reading to Learn**
- Reading serves as the major foundational skill for school-based learning, and is strongly related to future opportunities for academic and vocational success
- When students have difficulty learning to read their love of learning and motivation diminishes rapidly
- There is correlational evidence that students who were at and above grade level in third grade graduate and attend college at higher rates than their peers who were below grade level
- Early intervention can make a big difference for struggling readers

Reading by third grade is critical

- In third grade children are learning for meaning and to learn. If students are struggling to decode the words, they don't get much meaning from the text and don't learn what they need to know
- Nationally, 85 % of children from low-income families failed to reach proficiency levels by fourth grade on 2011 National Assessment of Educational Progress

Math skills are essential

- Mathematics skills are essential for every student to learn. They are fundamental to the success of a student through their education and into their professional careers. Unfortunately, students are not meeting the academic targets put in place by the Common Core or National Council of Teachers of Mathematics (Stickney, Sharp, & Kenyon, 2012).
- According to Woodward (2006), decades of research show that academically low achieving students, as well as those with learning disabilities, exhibit considerable difficulty in developing automaticity.
- **Learning math is good for your brain.** Research conducted by Dr. Tanya Evans of Stanford University indicates that children who know math are able to recruit certain brain regions more reliably, and have greater gray matter volume in those regions, than those who perform more poorly in math. The brain regions involved in higher math skills in high-performing children were associated with various cognitive tasks involving visual attention and decision-making. While correlation may not imply causation, this study indicates that the same brain regions that help you do math are recruited in decision-making and attentional processes.
- **Math helps us have better problem-solving skills.** Math helps us think analytically and have better reasoning abilities. Analytical thinking refers to the ability to think critically about the world around us. Reasoning is our ability to think logically about a situation. Analytical and reasoning skills are important because they help us solve problems and look for solutions. While it may seem farfetched to think that solving the train problem above can help you solve a problem in your life, the skills that you use in framing the problem, identifying the knowns and unknowns, and taking steps to solve the problem can be a very important strategy that can be applied to other problems in life.
- According to the research presented, automaticity in basic math facts is important for mathematics students. It is not just important at the elementary age, but it is of most

importance at that age. When automaticity is achieved at the desired developmental stage in a child's life, they are more likely to have continued success in mathematics.



AGENDA ITEM
City Council Meeting
Meeting Date: September 14, 2021
Submitted by: Martine Green
Submitting Department: City Manager

Administrative

Consideration for approval of a month to month contract, not to exceed three months, for Citywide Consulting.

- Public Comment
 - Discussion and Possible Action
-

PETITIONER: Andy Barton, City Manager **DEPARTMENT:** City Manager

RECOMMENDATION:

Approve a month to month contract, not to exceed three months, for Citywide Consulting.

Background:

Fiscal Impact:

Budgeted Item: Yes

Attachments:

-



AGENDA ITEM
City Council Meeting
Meeting Date: September 14, 2021
Submitted by: Tracy Beck
Submitting Department: City Clerk

Public Comments

Public Comment

PETITIONER: Tracy E. Beck, City Clerk **DEPARTMENT:** City Clerk

RECOMMENDATION:

Background:

Fiscal Impact: None

Budgeted Item: No

Attachments:

-



AGENDA ITEM
City Council Meeting
Meeting Date: September 14, 2021
Submitted by: Tracy Beck
Submitting Department: City Clerk

Adjournment

Adjournment

PETITIONER: Tracy E. Beck, City Clerk **DEPARTMENT:** City Clerk

RECOMMENDATION:

Background:

Fiscal Impact: None

Budgeted Item: No

Attachments:

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