



Mesquite City Council

Regular City Council Meeting

City Hall

Council Chambers

TUESDAY, OCTOBER 11, 2016 - 5:00 PM

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

Ceremonial Matters

- INVOCATION - Chaplin Dave Neufeld, Mesquite Fire Department
- PLEDGE OF ALLEGIANCE

Public Comments

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

1. Public Comments

Consent Agenda

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

2. Consideration of Approval of the October 11, 2016 Regular City Council

Meeting Agenda and the September 13, 2016 Regular City Council Meeting minutes.

- Public Comments
- Discussion and Possible Action

[Cover Sheet](#)

[m09-13-16.doc](#)

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

- Public Comment
- Discussion and Possible Action

[Cover Sheet](#)

[Check Register - City Council Agenda 09.08.16 to 09.26.16.pdf](#)

[2 - August 2016 Financial Statement.pdf](#)

[Combined Budget Trsfrs & POs for Council.pdf](#)

Resolutions & Proclamations

4. Proclamation - October is Arts Month

- Discussion and Possible Action

[Cover Sheet](#)

[PROCLAMATION - October is Arts Month.docx](#)

Department Reports

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

Zoning Items

7. Consideration of Abandonment Case No. AB-16-001 (Craig Nielsen BLA) to abandon an existing public utility easement along the existing rear property lines of the lots at 1157 and 1169 Pebble View Lane and create a new public utility easements along the new rear property line created by the Boundary Line Adjustment Cases No. BLA-16-004 and BLA-16-005.

- Public Comment
- Discussion and Possible Action

[Cover Sheet Page One](#)

[Cover Sheet Page Two](#)

[AB-16-001 StaffMemo.docx](#)

[AB-16-001 App&Plans2.pdf](#)

8. Introduction of Bill No. 502 (Medical Marijuana Separation Requirements) An ordinance amending Mesquite Municipal Code Section 9-8-8 Separation Requirements by making the method of measuring the required distance separation of liquor and medical marijuana establishments the same.

- Discussion and Possible Action

[Cover Sheet](#)

[Bill No. 502 Revised.docx](#)

[Bill502 StaffMemo.docx](#)

Administrative Items

9. Consideration of Approval of a FBO (Fixed Base Operator) Independent Contractor agreement with Larry LeMieux at the Mesquite Airport.

- Public Comments
- Discussion and Possible Action

[Cover Sheet Page One](#)

[Cover Sheet Page Two](#)

[Original&PreviousAgreements.pdf](#)

[Agreement 17-19.pdf](#)

[SupportLetters.pdf](#)

10. Introduction of Bill # 503, an Ordinance amending Title 2 of the Mesquite Municipal Code entitled “Business License Regulations” by amending Mesquite Municipal Code Title 2 Chapter 1, Section 2-1-11 entitled, “Semiannual Gross Sales;” Section 2-1-12 Entitled “Gross Sales; Schedule of Fees;” Section 2-1-13 entitled “Specific Fees and Regulations Enumerated;” and Title 2 Chapter 2, Section 3A-17 entitled “Unsuitable Locations;” and Title 2 by adding a new Chapter 15, entitled, “Public Utilities;” and other matters properly related thereto. I

- Discussion and Possible Action

[Cover Sheet](#)

[Appendix A Title 2 Chapter 1.pdf](#)

[Appendix B Title 2 Chapter 3 Article A.pdf](#)

[Appendix C Chapter 15 Public Utilities.pdf](#)

[Bill 503 Business Impact Statement.pdf](#)

[Bill503 LicenseCodeUpdate StaffMemo.pdf](#)

[Licensing comments.pdf](#)

[Licensing in other jurisdictions.pdf](#)

[Bill 503 Business Licensing Code Update.pdf](#)

11. Introduction of Bill 506 as Ordinance 506 amending Mesquite Municipal Code TITLE 6: MOTOR VEHICLES AND TRAFFIC; Chapter 6 Electric Low Speed Vehicles section 6-6-8: ENFORCEMENT; Chapter 7 Off Highway Vehicle Use Operation section 6-7-2 DEFINITIONS; section 6-7-3 OPERATOR REQUIREMENTS; section 6-7-5: GENERAL RULES AND REGULATION; section 6-7-6: DESIGNATED ROUTES AND TRAILS; and the creation of Chapter 8 Golf Cart Use and Operation sections 1 through 7.

- Discussion and Possible Action

[Cover Sheet](#)

[MMC Chapter 6 - Electric Low Speed Vehicles](#)

[MMC Chapter 7 -Off Highway Vehicle Use and Operation](#)

[NEW - Chapter 8 Golf Cart Use and Operation](#)

[Federal Standard LSV 571.500.pdf](#)

[NRS CHAPTER 482.398 Permits for Golf Carts.pdf](#)

[NRS CHAPTER 484B.637 Low-speed vehicle defined.pdf](#)

[NRS 482.205-482.210 Vehicle Registration.pdf](#)

[NV DMV guide-Low Speed Vehicles & Golf Carts.pdf](#)

[Non OHV roads update Current.pdf](#)

Public Comments

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

12. Public Comments

Adjournment

13. Adjournment

Note: Please be advised that the Standing Rules of the City Council are attached for your information. The Standing Rules govern the conduct of City Council Meetings. These Standing Rules may be acted upon and utilized by the Mayor and City Council at any City Council Meeting.

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

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

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

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

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

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

RULES OF PROCEDURE

1. Authority

1.1 NRS 266.240 provides that the Council may determine its own rules of procedure for meetings. The following set of rules shall be in effect upon their adoption by the Council and until such time as they are amended or new rules are adopted in the manner provided by these rules.

2. General Rules

2.1. *Public Meetings:* All meetings of the Council shall be open to the public, except those provided in NRS 241 and 288. The agenda and backup material shall be open to public inspection in the City Clerk's Office.

2.2 *Quorum:* A majority of the members of the Council shall constitute a quorum and be necessary for the transaction of business. If a quorum is not present, those in attendance will be named and they shall adjourn to a later time.

2.3 *Compelling Attendance:* The Council may adjourn from day to day to compel attendance of absent members.

2.4 *Minutes:* A written account of all proceedings of the Council shall be kept by the City Clerk and shall be entered into the official records of the Council.

2.5 *Right to Floor:* Any member desiring to speak shall be recognized by the chair, and shall confine his remarks to the item under consideration.

2.6 *City Manager:* The City Manager or his designee shall attend all meetings of the Council. The City Manager may make recommendations to the Council and shall have the right to take part in all discussions of the Council, but shall have no vote.

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

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

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

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

3. Types of Meetings

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

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

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

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

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

4. Duties of Presiding Officer

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

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

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

5. Order of Business and Agenda

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

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

6. Creation of Committees, Boards and Commissions

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

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

board or commission shall have powers other than advisory to the Council or to the City Manager, except as otherwise provided by law.

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

7. Voting

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

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

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

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

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

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

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

8. Citizens' Rights

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

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

8.3 *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.

8.4 *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.

8.5 *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.

9. **Suspension and Amendment of These Rules**

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

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



City Council Agenda Item Report

Submitted by: Tracy Beck
Submitting Department: City Manager
Meeting Date: October 11, 2016

Subject:

Public Comments

Recommendation:

Petitioner:

Andy Barton

Is this a budgeted item?

No

Fiscal Impact:

None

Background:

None

Contract Bid Expires On:

Attachments:

-



City Council Agenda Item Report

Submitted by: Tracy Beck
Submitting Department: City Clerk
Meeting Date: October 11, 2016

Subject:

Consideration of Approval of the October 11, 2016 Regular City Council Meeting Agenda and the September 13, 2016 Regular City Council Meeting minutes.

- Public Comments
- Discussion and Possible Action

Recommendation:

Approve the October 11, 2016 Regular City Council Meeting Agenda and the September 13, 2016 Regular City Council Meeting minutes.

Petitioner:

Tracy Beck

Is this a budgeted item?

No

Fiscal Impact:

None

Background:

None

Contract Bid Expires On:

Attachments:

- [Cover Sheet](#)
- [m09-13-16.doc](#)



City Council Agenda Item Report

Submitted by: Tracy Beck
Submitting Department: City Clerk
Meeting Date: October 11, 2016

Subject:

Consideration of Approval of the October 11, 2016 Regular City Council Meeting Agenda and the September 13, 2016 Regular City Council Meeting minutes.

- Public Comments
- Discussion and Possible Action

Recommendation:

Approve the October 11, 2016 Regular City Council Meeting Agenda and the September 13, 2016 Regular City Council Meeting minutes.

Petitioner:

Tracy Beck

Is this a budgeted item?

No

Fiscal Impact:

None

Background:

None

Contract Bid Expires On:**Attachments:**

- [m09-13-16.doc](#)



Mesquite City Council

Regular Meeting

Mesquite City Hall

10 E. Mesquite Blvd.

Tuesday, September 13, 2016

Minutes of a scheduled meeting of the City Council held on Tuesday, September 13, 2016, at 5:00 P.M. at City Hall. In attendance were Mayor Allan S. Litman, Council members, Kraig Hafen, George Rapson and Cynthia "Cindi" Delaney; W. Geno Withelder and Rich Green. Also, in attendance were; Finance Director David Empey, Development Services Director Richard Secrist, Public Works Director Bill Tanner, Nick Montoya, Athletics and Leisure Services Director, City Attorney Robert Sweetin, City Clerk Tracy Beck, other city staff and approximately 60 citizens.

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

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

Ceremonial Matters

- Invocation: Pastor Bill Montgomery, First Baptist Church
- Pledge of Allegiance

Public Comments

1. Public Comment

[Minutes:]

Mayor Litman opened up the meeting to Public Comments.

[Minutes:]

Mike Benham: Last night we had a great class at Station 3 given by the Police Department, Sergeant Roley, excellent class on weapons of mass destruction and terror. We learned a lot last night. The volunteer PD was there as well. I just want to thank them for their time and effort last night, because we learned a lot, and God forbid it should ever happen here, at least we are educated enough to back up the fire and police in the City on what to do. So that was excellent.

The other thing I would like to bring up tonight is I will once again have the Parade of Lights. It will be on Thursday, December 8th. Our committee is formed now thanks to Tracy and Nick. They did a great job. They've done a lot work on this, and I just want to thank them. And hopefully it is as successful this year as it was last year. Our goal is 2000 pounds of food for the food banks. Thank you.

[Minutes:]

Adam Leveranz: As you've heard me mention before, I understand that each of you up there swore an oath to protect and defend the Constitutions of the United States and Nevada, and bear true faith and allegiance to any ordinance, resolution or law. I've witnessed, in the case of Mayor Litman, some of you in this room taking that oath and beforehand even specifically stated that special attention should be paid to the wording and requirements of the oath. Your oath not only gives the authority to act on instances of City malfeasances, it obligates you to do so, if keeping your word is important to you. If keeping your word isn't important to you, your fiduciary responsibility to the taxpayer should be. An oath is much like a promise, except in your case in the oath you took you invoked the name of God, and swore to abide by the oath under "the pains and penalties of perjury". In laypersons terms, not abiding by the oath would mean that you disrespect God and you don't keep your word. I find it unbelievable that out of as large of a group of people as yourselves, no one wants to address the issues of City malfeasance that I have provided you ample evidence of. Is this really your version of what civil service in Mesquite should be?

Some of you had claimed that you have no authority. Yet in the not too distant past, a previous Mayor asked a previous City Attorney to investigate a City Council person who submitted a falsified expense report in the amount of \$94. Some of the malfeasance and violations of law by the City I provided you ample evidence of, resulted in the City unnecessarily spending at least \$1,470. The billing party also over billed the City for their time. They told me their "always appointed in Mesquite," so who knows how much money years of inaction have allowed to be flushed down that toilet. The steps taken by City personnel that led to that billing party invoicing the City violated Nevada Revised Statutes, so the bill should have never existed in the first place. How often does this happen? Don't any of you have any concern about that? And why do you folks think you're restricted from acting on instances of city malfeasance in amounts of greater than \$94? If you say it's because so much time has elapsed, you have to understand that the reason so much time has elapsed is because the City's done nothing for so long. To paraphrase a quote, it's never the wrong time to do the right thing. The question is here is, it ever the right time to abide by your oath? Thank you.

[Minutes:]

George Gault, Mesquite Regional Business: I wanted to share with you a little bit about my day today. I met with Giff Akins, who is the Project Manager for the Rev Group, with the CSN Workforce and Economic Development Staff in Vegas. We started identifying the positions that they would hire and the timeline and programs that we could match that CSN currently has operating. So I was pretty encouraged about that. It looks like that's going to be a good relationship, and they'll be putting together a proposal for the Rev Group. We've got the process started now. They're still shooting for groundbreaking in November. I suggested that it was time to get moving, and Giff is trying to work this through his bureaucracy and up his chain of command.

The second thing I did was go over to the Workforce Connections Office and talk with them about my feelings and perceptions about the RFP process which doesn't allow new organizations like Mesquite Works to get through the evaluation process, and they acknowledged that. Hopefully they'll change that in the future. They also awarded the grant that we applied for to Salvation Army and so the Salvation Army will be providing those workforce services. The good news is there will be a \$360,000 grant to Salvation Army for adult and youth services for workforce development. We'll be meeting next week with the Salvation Army folks and Mesquite Works to figure out how to make that partnership work. Thank you.

Consent Agenda

[Minutes:]

Mayor Litman asked for a motion on Items 2-6;

2) Consideration for Approval of the September 13, 2016 Regular City Council Meeting Agenda; the August 9, 2016 Regular City Council Meeting minutes and the August 16, 2016 Technical Review Meeting minutes.

- Public Comment
- Discussion and Possible Action

3) Consideration of approval of:

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

- Public Comment
- Discussion and Possible Action

- 4) Consideration of approval of Liquor License "Key Employee" status for James T. Provenzano for Dollar General #14258, located at 342 W. Mesquite Blvd.
 - Public Comment
 - Discussion and Possible Action
- 5) Consideration of Approval for Resolution No. 908 - an Inter-local Agreement between the City of Mesquite (Mesquite), and Beaver Dam/Littlefield Fire District (Beaver Dam) to provide for Emergency Medical and Fire Dispatch Services.
 - Public Comment
 - Discussion and Possible Action
- 6) Consideration of approval for the renewal of a Memorandum for Understanding regarding the Long Term Parking Lot Lease Between the City of Mesquite and CSN entered into on January 28, 2005.
 - Public Comment
 - Discussion and Possible Action

Council Member Hafen, to approve Items 2-6 of the Consent Agenda. Council member Withelder seconded the motion.

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

Resolutions & Proclamations

7) Proclamation to designate the City of Mesquite as a Purple Heart City

The Military Order of the Purple Heart (MOPH) is a Congressionally Chartered (Title 36 USC Chapter 1405) United States war veteran's organization. Headquartered just outside Washington, D.C., it has a membership of approximately 45,300 veterans. It is unique in that its members are exclusively men and women who have received the Purple Heart award while service as a member of the U.S. Military.

- Discussion and Possible Action

[Minutes:]

Mayor Litman read the Proclamation:

WHEREAS, the citizens of Mesquite, Nevada have a great admiration and the utmost gratitude for all the men and women who selflessly served our country and this

community in the Armed Forces, paying the high price of freedom by leaving their families and communities and placing themselves in harm's way for the good of all; and

WHEREAS, the contribution and sacrifices of the men and women who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

WHEREAS, the Purple Heart is the oldest military decoration in the world in present use and was created as the Badge of Military Merit by General George Washington on August 7, 1782; and

WHEREAS, the Purple Heart Medal is specifically a combat decoration awarded to members of the Armed Forces of the United States who are wounded by an instrument in the hands of the enemy and posthumously to the family in the name of those who are killed in action, died of wounds received in action or died as prisoners of war (POW) while in captivity; and

WHEREAS, the Military Order of the Purple Heart is the only Congressionally Chartered Veterans Service Organization comprised strictly of combat wounded veterans; and

WHEREAS, the City of Mesquite has residents who have made the ultimate sacrifice in armed combat since 1918 and residents who have been awarded the Purple Heart Medal for wounds received in combat;

NOW THEREFORE, We, the Mayor and City Council of the City of Mesquite, ask all citizens to join us in honoring our Purple Heart Veterans and proudly proclaim the City of Mesquite be designated as "A PURPLE HEART CITY"

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City of Mesquite to be affixed this 13th day of September, 2016.

[Minutes:]

Mayor Litman: I am going to step down to present these.

Council Member Rapson moved to approve the Proclamation to designate the City of Mesquite as a Purple Heart City. Council member Green seconded the motion.

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

[Minutes:]

Mayor Litman: Before we do this, I do want to mention that one of our recipients is not here this evening. He is recovering from surgery, and that is Mr. Tony Hardway, United States Air Force, Retired, who received his Purple Heart in 1951, I believe. Am I correct? This is the proclamation I would like to present.

[Minutes:]

Len Yelinek, Commander: Thank you, Mayor. We have something to give to the City. We have several things. First of all, we have a plaque, and if I can read this: The Military Order of the Purple Heart Special Recognition Award is bestowed with pride to the City of Mesquite, Nevada, for your dedication and support honoring America's combat wounded veterans by becoming a Purple Heart City presented by the patriotic members of Las Vegas, Chapter 711, Military Order of the Purple Heart. Please accept this with our gratitude.

Mayor Litman: Thank you so much.

Mr. Yelinek: We also have something we would like to ask you to fly on August 7th, which is Purple Heart Day and any other military -- this is a Purple Heart Flag, and we're presenting this to you likewise and ask that you fly this or place it in the lobby, but fly it especially on Purple Heart Day, August the 7th and any patriotic holidays, Veteran's Day and so forth.

Mayor Litman: It is our honor.

[Minutes:]

Len Yelinek: John Brady has something to present to the City for you to put in your parking lot.

John Brady: We have disabled parking, but one thing we don't have is recognition of the Purple Heart. So what we would like to do is to present this to the Mayor and the City Council, and have you put this in your parking lot for recipients of the Purple Heart special parking.

[Minutes:]

Len Yelinek: We have a gentleman, from Mesquite, who actually belongs to the St. George Chapter of the Military Order of the Purple Heart. He says you don't drink, but he's going to present you with a bottle of Purple Heart wine.

[Minutes:]

(Unknown Gentleman): This wine is made in Napa, California, by two Vietnam Veterans, and it is dedicated to all combat wounded veterans, and the wine is rated real high, my girlfriend tells me. She says it is a good wine.

[Minutes:]

Mayor Litman: While I have everybody here, let me introduce our Purple Heart Recipients to you that live in Mesquite, Beryl Straley, Keith Blair, Brad Polter. Again, Mr. Hardway couldn't join us tonight, but he said he's watching.

8) Consideration of Resolution 909 finding that the sale of approximately 0.50 acres of city-owned land in Leavitt Estates (255 Jody Court) is in the best interest of the City of Mesquite, selecting a preferred sales method for that property and other matters properly related thereto.

- Public Comment
- Discussion and Possible Action

[Minutes:]

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

[Minutes:]

Mr. Baker: You have before you, an unsolicited offer for a half acre in Leavitt Estates. The City owns three lots in there. This is the first of three steps, unfortunately, if the City desires to go the public auction route in selling this property. There are two ways, as you are familiar, with selling it. One is a public auction. The other is a direct sale for economic development purposes. Staff is recommending that you choose the public auction process for this, because it would be kind of difficult to make arguments for economic development purposes that you are generating jobs or providing employment for people as a result of this, so...

[Minutes:]

Council member Rapson: We have been on this horse before, obviously, with Exit 118, but would you like to just give a brief description of the process if we decide to do the auction?

[Minutes:]

Mr. Baker: Sure. Since we haven't done an auction in a couple of years so at this meeting you passed a resolution saying that you find it's in the best interest of the City of Mesquite to sell this property. Between this meeting and next, the interested party that came forward, they were provided a check for the appraisal and for the noticing costs that are associated with it. At the next meeting – well, excuse me, we also get an appraisal, pardon me. Now, you can make a decision here. I was opting to save the potential buyers some money. In a sense, you can get two appraisals and not hold a public hearing and start the auction at the higher of the two prices, or you can get one appraisal and hold a public hearing to determine the price and go from there, but that would be at our next meeting. And then you would approve a resolution describing the terms of the sale, the actual property, the price, the date, and any other sales or conditions that you would have associated with that. And then at a final meeting, you would open any seal bids that we have received. You'd accept oral bids. And then at that point, you can accept a specific bid or rejects all bids. If a bid is accepted, there would need to be a resolution passed recognizing that and authorizing the Mayor to sign the closing documents. And then after that meeting, we'd go through the process of closing. So a public auction process is a little bit more involved process, but provides all interested parties an opportunity to participate.

Council member Withelder: Have appraisals been scheduled, and do we know indeed who the appraisers will be?

[Minutes:]

Mr. Baker: The City has a list of appraisers who have responded and said we are interested in providing appraisal service for the City of Mesquite. The appraisals have not been ordered because the City Council has not determined which method you would like to use and if you would like to get one or two appraisals. My recommendation would be go to public auction route and get one appraisal, and at the next meeting you would hold a public hearing in addition to determine value. I don't imagine. This is a pretty cut and dry transaction, so I think that public hearing rather than getting two and then going from the higher of those two would probably be the most cost effective route and you'd still be able to get a fair price.

[Minutes:]

Council member Rapson: Actually living in that neighborhood it's a pretty simple process. There have only been about 10 lots sold recently, probably less than that on the half acre parcels. They all sold about the same price. I think that's pretty no brainer where the appraisal is going to come in. So I think one appraisal is sufficient. No sense in making the applicant pay for something that would probably not create a different answer. That's my thoughts on that one.

[Minutes:]

Mr. Baker: I know the interested party is present. I don't know if they want to say anything or not, but I know they are present.

Council Member Rapson moved to Approve Resolution 909 and select the public auction process as the sales method. Council member Withelder seconded the motion.

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

Department Reports

9) Mayor's Comments

[Minutes:]

Mayor Litman: I have nothing.

10) City Council and Staff Reports

[Minutes:]

Council member Hafen: Just when you get to those items, I think it's 11 through 14, I have ownership in both LLC's, so I'm going to recuse myself.

[Minutes:]

Mr. Barton: We are holding the next City Manager forum on Thursday, September 29, 2016, 8:00 a.m., at the Eureka Casino. Unfortunately, I don't have the room. We will post it on our website, but we are looking forward to seeing you there. Bring your questions and bring your appetite.

Zoning Items

11) Consideration of Tentative Map Case No. TM-16-002 (River View Commercial Subdivision) to create one commercial lot on 11.17 acres at 121 South Falcon Ridge Parkway in the Hotel Tourist (HT) zone.

- Public Hearing
- Discussion and Possible Action

[Minutes:]

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

[Minutes:]

Mr. Secrist: The site which is the subject to this property is shown on the location map here on the screen. It is 11 acres south of I-15 and west of South Falcon Ridge Parkway. The proposal is to create a 1-lot commercial subdivision on this 11.07 acre parcel. Initially, there's just going to be one commercial use on the property, occupying approximately 1 ½ acres. The site will be improved in a way that will allow further division into commercial lots or pads as perspective tenants are identified. The site takes its principal access from Falcon Ridge Parkway there on the right side of the parcel. There's an existing commercial driveway there at that location. This site is currently zoned Hotel Tourist Commercial. The minimum lot size is 2 acres, and it allows service stations as a conditional use. The Pulsifer Wash runs through the southeast corner of this site, so the shaded area there is the 100-year flood plain. A portion of the site is in the flood plain, but it shouldn't interfere with the initial 1 ½ acres, in fact more than that, but a part of the site is in the flood plain. Staff finds that the application meets the approval criteria for a tentative map and all the submission requirements have been satisfied. We recommend that you open the public hearing for comment and improve tentative map case 1602, subject to all departmental comments.

[Minutes:]

Mayor Litman opens up this item to Public Hearing.

[Minutes:]

Having no speakers for Public Hearing, Mayor Litman closed Public Hearing.

[Minutes:]

Council member Rapson: When is this construction going to start?

[Minutes:]

Mr. Secrist: If they get approval tonight for the tentative map conditional use, Architectural Site Plan Review, then they still got a final map that needs to be approved. They are in the process for that. It's being reviewed concurrently. Once that's completed and they have submitted their improvements plans, you know, they can start work.

[Minutes:]

Council member Rapson: The sooner the better. If there are no other comments, I'll make a motion.

Council Member Rapson moved to approve Tentative Map Case No. TM-16-002. Council member Delaney seconded the motion.

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

12) [Consideration of Conditional Use Permit Case No. CUP-16-004 \(Riverview Convenience Store\) to approve a 5,400 square foot convenience store / service station, at 121 South Falcon Ridge Parkway in the Hotel Tourist \(HT\) Zone.](#)

- [Public Hearing](#)
- [Discussion and Possible Action](#)

[Minutes:]

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

[Minutes:]

Mr. Secrist: The applicant, Riverview, LLC, is proposing to put a standard convenience store and gas station on this site. They will have 4 pump islands under canopy with 8 pumps, so a total of 16 fuel stations, a 5400 square foot convenience store and 22 parking spaces. So this is the proposed site plan for the convenience store. The store itself faces away from I-15 with the side up against Falcon Ridge Parkway. You can see the parking and the pump islands out front, access from Falcon Ridge Parkway. It has good circulation with two driveways, one on the south, one on the west. It's well out of the flood plain, as you can see on this slide. There are also some outdoor picnic tables and pergolas on the east side of the building, which you can't see at this scale on this particular plan, but we'll see them later on.

Staff is of the opinion of this application for conditional use permit meets the criteria for conditional use permit. The only question coming into this hearing had to do with the traffic study, which wasn't complete. We received that yesterday, and you got a copy of it. That study concluded that once this facility is built, all surrounding intersections and road segments will still operate at a level of a service B, which means that the delays and congestion are above acceptable limits for the City. The City sets a standard of a

level of service C for all intersections and roadway segments, so it's not going to be congested. The traffic flow works. It will be handled safely. As I noted in my email to you on the Traffic Study, it doesn't have any crash statistics. That wasn't made available at the time this study was written, but again given the light traffic loads on the system, I don't expect that to be significant. They're going to submit a separate memorandum once they received the crash statistics from the police department.

With that, again, we recommend opening the public hearing and approving the Conditional Use Permit.

[Minutes:]

Mayor Litman opens the item up to Public Hearing.

[Minutes:]

Adam Leveranz: I am not intimately familiar with your design review process or whatever is required, but looking at your site map there, I just note to consider perhaps landscape berming and such in the event that there is a fuel spill being that close to a wash which leads to the river, could lead to major headaches and fines for somebody. Thank you.

[Minutes:]

Art Perieda: Mayor Candidate for the City of Mesquite. I was just looking at the intersection, and I know the traffic levels are very low, but I think you should consider, if you haven't as of yet, having the developer provide a signal light when traffic does meet a certain level, instead of the City providing the signal light. Because this is a development that is being -- we're not creating a problem, but we need to consider the true effect of traffic as it starts coming in, because you have some major truck off ramps there to get over to Best Buy, to other places, so I think you should consider as making a condition of the developer, to provide a signal light so this way this does not come from City expenses. Thank you.

[Minutes:]

Seeing no further speakers, Mayor Litman closed the Public Hearing.

[Minutes:]

Council member Withelder: Mr. Secrist, will truck parking be permitted on that site? Truck parking as in a semi, as in truck stop parking?

[Minutes:]

Mr. Secrist: It's not a truck stop, no. The only trucks that are going to be there are probably the ones bringing in fuel for the station. If I could, Mayor, could I just to address the last comment about having the applicant pay for the traffic signal? The traffic study did address the issue of whether or not traffic signals are warranted at this time, and they're not, none of the intersections that they evaluated. As a matter of course, what happens in the City when commercial or residential development takes

place, is we require applicants to pay impact fees. And those impact fees are collected by the City and held in accounts to be used later on when the traffic warrants are satisfied and signals are warranted. So they will be participating in those costs, but not at this time, because they're not needed.

[Minutes:]

Council member Rapson: Yeah, to that point, also, I think we have talked about or Mr. Perieda has talked about precedence. Be careful of precedence. The first time you start attaching conditions of future traffic expenditures in the hundreds of thousands of dollars, you won't get development. You'll stop it. And why this one and not the last C store that was opened or why not the restaurant that opened? Where do you draw the line to where traffic and how far down the road do you say well this could be something in 5 years or 10 years. I want you to pay for a light if it ever happens there. I think that is bad precedence, and I think as Mr. Secrist said, they pay their impact fees, and frankly the traffic that they are projecting here is like less than one a minute in either direction and that's at peak. So we're not talking anything here that's outside of the norm. And we have intersections that have no traffic lights now that have far more existing traffic and probably future traffic than we'll ever have at that intersection.

Council Member Rapson, moved to approve Conditional Use Permit Case No. CUP-16-004. (If the Traffic Impact Analysis is not complete in time for the meeting, staff will recommend continuing this item to the next meeting). Council member Green seconded the motion.

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

13) Consideration of Architectural and Site Plan Review Case No. ASR-16-006 (Riverview Convenience Store) to approve a 5,400 square foot convenience store / service station, at 121 South Falcon Ridge Parkway in the Hotel Tourist (HT) Zone.

- Public Comments
- Discussion and Possible Action

[Minutes:]

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

[Minutes:]

Mr. Secrist: The requirements of the code are that this site go through Architectural and Site Plan Review as well as the conditional use permit, so we will be looking at the building itself, the design, the layout of the site. If we can put up the building elevations, we'll talk about that first. This is the architect's rendering of how the building may look. It's obviously a Sinclair Dino Mart convenience store. It appears to be built with concrete masonry block and kind of a stucco finish with a stone veneer kind of waistcoat on it. Beige in color with brown major trim and green accent color. It's a flat roof

building, but the parapets kind of step up to the high point there where the sign is, and there's a rounded canopy over the storefront entrance. It gives it some articulation and shadow lines that kind of break up what would ordinarily be without that kind of a fairly plain rectangular building.

You can see on the right side of this building elevation one of the pergolas; I mentioned the picnic tables and pergolas on the east side of the building, for outside enjoyment, I suppose. Let's go to the floor plan. Inside, again, it's a 5400 square foot building, and you've got roughly 2650 square feet of retail space, 585 square feet of restrooms. You got men and women restrooms, family/ADA restroom, and then back of store kinds of things, the freezer, refrigerator, the beer cave, all of the things you'd expect to find in a convenience store. The sales area is in that horseshoe shaped counter, kind of in the center of the building, with clear vision out the front so they can see what's going on at the pump islands in case there was an accident or fire or anything like that. That is a requirement of the fire code.

Staff is of the opinion that this is a good location for a convenience store, and that it will fill a need for I-15 travelers as well as providing convenience goods for residents on the south side. Again, we recommend approval of the Architectural and Site Plan Review for this site.

[Minutes:]

Mayor Litman opened this item to Public Hearing.

[Minutes:]

Seeing no speakers, Mayor Litman closed Public Hearing.

Council Member Withelder moved to Approve Architectural and Site Plan Review Case No. ASR-16-006. (If the traffic Impact Analysis is not complete prior to the meeting, staff will recommend continuing this item to the next meeting). Council member Rapson seconded the motion.

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

14) Consideration of Street Name Change Case No. SNC-16-001 (S. Falcon Ridge Parkway) to change the name of that segment of Falcon Ridge Parkway south of Mesquite Boulevard to South Falcon Ridge Parkway.

- Public Hearing
- Discussion and Possible Action

[Minutes:]

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

[Minutes:]

Mr. Secrist: When Exit 120 of I-15 was reconstructed and the roundabouts were put in, the City obtained the necessary right of way to extend Falcon Ridge Parkway from Mesquite Boulevard to Leavitt Lane. The street improvements were subsequently made in that section of the road. Up until that time, Falcon Ridge Parkway only existed as a dedicated street north of Mesquite Boulevard. Mesquite Boulevard is a dividing line between north and south addresses. This action brought about the need for a street name change in order to distinguish between the addresses south of Mesquite Boulevard from those on the north. So now with this development taking place, they will receive a new address that has to be assigned to it consistent with the City's street naming and addressing policy, and therefore it's proposed to rename that segment of Falcon Ridge Parkway between the roundabout and Leavitt Lane as South Falcon Ridge Parkway.

[Minutes:]

Mayor Litman opened this item to Public Hearing.

[Minutes:]

Seeing no speakers, Mayor Litman closed the Public Hearing.

Council Member Withelder moved to approve SNC-16-001. Council member Delaney seconded the motion.

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

15) Consideration of Street Name Change Case No. SNC-16-002 (Turtleback Road) to change the name of Turtle Back Road (as shown on several recorded subdivision maps) to Turtleback Road (as shown in the City's Address Data Base and Street Signs).

- Public Hearing
- Discussion and Possible Action

[Minutes:]

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

[Minutes:]

Mr. Secrist: This is kind of a similar request, but it came about in kind of a roundabout way. At the County Assessor's office, their GIS people were going through their parcel map data looking for errors and inconsistencies. They noted that one of our streets is used in two different ways, that is, Turtleback as a single word or Turtle Back two words. Anyway, their staff called us and asked which it is. We said it's a single word. It's always been just Turtleback one word in our data base, in our billing. That's what it's supposed to be. And they said, well, yeah, but the City's approved a bunch of

subdivisions that use it or call it out as two separate words, so we asked them what they want us to do to rectify it and clear it up. They said we could either do one of two things. We can do what's called a Certificate of Amendment for each of the 9 subdivisions involved, or we can bring an action for the street change name to Council to change it from two words to one. We chose the latter, and that's why we're here for this hearing. We sent out notices to all property owners abutting Turtleback Road. We only received one comment back, a written comment from a Bill and Kris Davis at 518 Turtleback Road. They support the change, recommend you approve it.

[Minutes:]

Mayor Litman opened up this item to Public Hearing.

[Minutes:]

Seeing no speakers, Mayor Litman closed the Public Hearing.

[Minutes:]

Council member Delaney: How does the Post Office list it, and is it most commonly written as – I know a lot of people that live up there, and they do write it as one, but is it going to cause confusion within the Post Office anyway?

[Minutes:]

Mr. Secrist: It won't cause any confusion to the Post Office. They use our street naming and addressing database, so they should be using it as one word. There may be individual property owners who are calling it out as two separate words, and that's why we are having the hearing. That's why we sent the notices. I think most of them – the lion's share of the properties actually don't, you know, the residences don't front on Turtleback, they kind of back onto it. I think it's not going to be an issue for most people. That's why we have a hearing just in case.

Council Member Withelder moved to approve SNC-16-002. Council member Rapson seconded the motion.

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

Administrative Items

16) Consideration of Approval for an Inter-local Agreement between the City of Mesquite on behalf of its Police Department (MPD), the Board of Regents of the Nevada System of Higher Education (NSHE) on behalf of the College of Southern Nevada Police Department (CSNPD).

- Public Comment
- Discussion and Possible Action

[Minutes:]

Mayor Litman read this item by its title deferred to Mr. Nick Montoya.

[Minutes:]

Mr. Montoya: I have worked closely with Troy and Scott on this and with College of Southern Nevada's Police Department. It's just an Interlocal Agreement that we've had in the past. They wanted to change some language up in it. I approved it with Troy. It's gone through the City Attorney. All we are asking is for approval on this. They just wanted to change some language up on the contract, on the agreement.

[Minutes:]

Council member Rapson: Specifically, what was the language change?

[Minutes:]

Mr. Montoya: Just on some jurisdictional stuff through the Mesquite Police Department and CSNPD, some mutual assistance and also the scope of aid, just some minor language changes that they wanted to update.

[Minutes:]

Council member Rapson: How does it impact that language change? How could it possibly impact the City financially?

[Minutes:]

Mr. Montoya: There's no financial impact here at all.

[Minutes:]

Council member Rapson: Okay. If I maybe ask on something like this where there's a change, we usually get it striked out, you know, and added that's in color or something. The next time, just so we can see specifically what language is in here.

[Minutes:]

Mr. Montoya: No problem.

Council Member Rapson, moved to approve the Inter-local Agreement between the City of Mesquite on behalf of its Police Department (MPD), the Board of Regents of the Nevada System of Higher Education (NSHE) on behalf of the College of Southern Nevada Police Department (CSNPD). Council member Green seconded the motion.

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

17) Consideration of approval of an agreement with Greater Mesquite Arts Foundation for lighting improvements to the Mesquite Community Theatre and other matters properly related thereto.

- Public Comment
- Discussion and Possible Action

[Minutes:]

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

[Minutes:]

Mr. Baker: This is an agreement formalizing a budget approval you made back in May for \$60,000 for lighting improvements with GMAF. We worked out a formal agreement that sets out some of the terms of that agreement. GMAF has had a chance to review it, and they have approved it. We did make some last minute clarifications to Section IV. I emailed that to you, but just so it's on the record because it is different than the one that's in the packet. Section IV is originally entitled The Title 2 Improvements, now it's entitled Title 2 Project Improvements, and the clarification basically says, it tries to state more clearly, than any improvements that GMAF pays for, GMAF retains ownership of. So they are looking at spending money on things that are removable, and the \$60,000 of the City expense towards things that are permanent are the City's, and we did ask and clarify there in the second paragraph as well as at the close of the project, GMAF shall submit to the City a list of fixtures and equipment installed or updated as part of this project that GMAF owns and of which shall retain ownership. The parties shall mutually agree upon this list and retain copies for their records.

So I tried to build something in that says, okay, GMAF you retain ownership, that's fine for the things you paid for, but we're going to agree upon a list as well so it's in writing so there's no confusion down the road with that as well. So with that, I'm happy to answer any questions. I know representatives from GMAF are here as well. So if the public's really interested in a good read, I printed off some additional copies with those clarifications in it. I think it's a great read.

Council Member Rapson moved to approve the agreement with Greater Mesquite Arts Foundation Council member Withelder seconded the motion.

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

18) Continuation of the discussion of adopting a City Charter and possible appointment of charter committee.

- Public Comment
- Discussion and Possible Action

[Minutes:]

Mayor Litman read this item and deferred to City Attorney, Robert Sweetin.

[Minutes:]

Mr. Sweetin: Tonight, I have for your assessment three different options. You certainly don't have to use any of these three. You can create your own if you would like on how to move forward in this process. So we have submitted a bill draft request to the State Legislature. That's just a place holder that will allow us to take this issue up at the

legislature this coming session. But what we need is a – well, the way did it last time was a committee that essentially worked together to present something to the City Council before it would have gone to the State Legislature.

I've done some research and looked around. The three ways that I've submitted that we can do this is the first way, which is kind of worked into the chart or most charters have adopted in doing their charter commission, which is each Council member would appoint a person. The mayor would get two appointments. The Mayor Protem would get two appointments, and then to make it an odd number, the City Manager would get an appointment. So that would create a nine-person board.

Another method is just open applications. So we'd say, hey, submit an application if you're interested in serving on the charter committee. We'll consider how many we get. At that time we'll say how many we want on the board.

Number 3 is a hybrid of 1 and 2, which is you appoint your numbers, but you do that based on the applications that come in or folks can apply directly to you as Council people or say, hey, I'd really like you to appoint me for this, and you can go about it that way.

The final method is tonight the Council could just say, hey, we have already heard. Folks have expressed interest to me. I'm sure you've got folks signed up for public comment, so there may be people who are expressing interest tonight, is that you appoint a small group of 3 to 5 citizens as a Council, and then you allow them to add up to 4 or 5 or 6 or however many it would take to make an odd number, extra folks, but then they'd be able to start work quicker.

Obviously, the advantage of either doing appointments tonight or creating a small committee tonight is that business can start sooner than if it's a general application process. We are on a deadline with this, since we will have to have a final bill draft in sometime during the month of November. It looks like about mid-November, so from tonight we have about 2 months to get a workable charter in place. I think that's possible. There are enough cities that have workable charters. Our charter is not going to radically change NRS266, and if it's a problem and they can't come to an agreement, the Council can certainly consider that or make its own decision or we can say, hey, we're going to hold this off for another two years. That's what I have. If you have any questions, I'll answer them. Otherwise, turn it back to the Mayor.

[Minutes:]

Council member Withelder: In the event that we do approve this charter, this will absolutely in no way affect the current operation of the City and the licenses and businesses and absolutely everything that's been happening up until this point or such time that this thing is approved?

[Minutes:]

Mr. Sweetin: No. It won't and I spoke with Brenda Erdos who is Legislative Council. She is the head of the Legislative Council Bureau. Basically, the way it would work is that the day that this is passed at the legislature, there would be a simultaneous law dissolving the City in its current form, reconstituting it under the charter, and there would be a law, like a rider on that law that would essentially make it so that the City's contracts, departments, everything stays absolutely in place.

[Minutes:]

Council member Withelder: And the reason I ask this is I have had several businesses ask me, especially businesses with liquor licenses. They are concerned if there will be any change in licensing procedures or agreements or fees or whatever, because you know obviously a big concern of basically the operation of the City.

[Minutes:]

Mr. Sweetin: Yeah, absolutely not. It will be -- I mean, literally the only people that will notice a change are the ones here in the room for the most part. Most citizens aren't even going to see a difference. This is more a long-term fix so we're not doing patchwork to fix problems.

[Minutes:]

Council member Rapson: With respect to the options that you have given us, the Council appointment, I'd probably have to dig around to find somebody that's interested or hopefully they would come to me, but that's going to be a cumbersome process and take time. Applications, I like that. At least you get people who are actively interested in participating. You know who they are, you get their qualifications and so forth, but again that's a cumbersome and time consuming process. The combination is similar. I'm hopeful. I don't know how many people are signed up for public comment tonight. I was hoping there would be more people that would show interest in participating tonight so we could maybe form a core group as Mr. Sweetin said and then reach out to other interested people or accept applications and get something started immediately.

[Minutes:]

Mr. Sweetin: And I note, Councilmember Rapson, there's a lot of folks here so if people are here that are interested and they want to come up for public comment, I don't know I mean we can submit it to the Mayor, but I think they would certainly be welcome to do that. This has been agendized. It is in a public forum. So if that's your inclination and the other Council members feel similar, this might be a really good opportunity if someone wants to get on that committee to jump on it tonight.

[Minutes:]

Council member Rapson: That would be my preference. If we could get three or four core people tonight, and if not, then I think in my opinion, I think an application process, they're all going to be cumbersome at that point, but an application process that we can

each select somebody off the list and proceed. Your combination would be more appropriate, I think. But I'd like to see what we get tonight in public comment.

[Minutes:]

Council member Green: I like to hear any public comment on this matter, and then I would go for the application process and then let us chose as appropriate to get those nine members. But I think that should be done in the frame of between now and the next Council meeting.

[Minutes:]

Dave Ballweg: I am a Council candidate. I am also a member of the Chamber of Commerce executive board and also the chair of the government affairs committee for the Chamber. We've already had at a last chamber meeting this was brought up, and we had a discussion. And I think part of the people that should participate would be at least the Chamber and MRB and some of the interested non-profit people that are part of this. As part of the Chamber, I said I was going to put my name out to be part of that Charter Committee, so I'll do that formally right now to put my name in the mix.

And I think that one of the things that I'm concerned about is, and again I don't disagree with probably the best avenue is to get applications or some applications to maybe round out the board, but I think it's really important that we get that committee started right away, because we don't have much time, and if you take applications, it's going to be a fight or a challenge to get enough applications even for the next meeting. To get them in, get them reviewed and get them voted on, so you're talking about maybe as much as a month away before a realistic amount of time to get the applications. Not that they aren't accepted, but if I could suggest that we pick somebody like myself, and I don't want to volunteer George Gault again, but you know MRB is an important part of this charter stuff, and if there's anybody else that can be, if we can work out a core and then add to it from what the Council wants to, I would strongly suggest that so we can get started on it.

[Minutes:]

Council member Rapson: That was why my light was on for to clarify that you were volunteering Mr. Gault. I would love to see Mr. Ballweg on there, and I would love to see Mr. Gault, if he is willing to do it, and he's nodding yes, so we have two.

Mayor Litman: Okay, do we have any other out there that would be happy to step up for this?

[Minutes:]

Art Perieda, Mayor Candidate: This is just open comments correct, sir?

Mayor Litman: Well, we're actually looking for volunteers, but open comment is just fine.

Art Perieda: Mr. Rapson, as you mentioned, I know you're considering – the City is growing and developing and you mentioned that we had three other scenarios where maybe a light should have been provided, and while we didn't do it, and the precedent had been set, but to some extent three wrongs don't make a right. But what I'm saying here, this intersection has four intersections for developers. So you don't put the whole bill on the first developer, but they're going to share the cost of the lights.

Mayor Litman: Can we save that for regular public comment?

Art Perieda: Oh, that's fine.

Mayor Litman: This is comment on this particular item.

[Minutes:]

Karen Beardsley: I am a resident of Mesquite. I've been here almost 19 years. I watched the town grow and fall apart and then grow again, so I'd like to volunteer.

Mayor Litman: Thank you. Sign her up.

[Minutes:]

Mike Benham: I would be more than happy to go on the board, as long as it's not a conflict of interest with what I do with CERT and running for City Council. So I just want to make that clear.

Mayor Litman: No, I don't believe it would be a conflict.

Council member Delaney: As long as they're done before the election, Bob? Is that what it would be?

Mr. Sweetin: Any of the Council members can volunteer to be on it. Anyone can be on it. Even if he is elected to Council and appointed, he wouldn't have to necessarily give up his seat on the charter committee.

Mike Benham: Then I would volunteer.

[Minutes:]

Council member Rapson: Would it be appropriate, Mr. Sweetin, to move to approve the four that have volunteered as the core group to select five from an application process?

Mr. Sweetin: Yes, that's what I was going to recommend. So there would be a motion for that, and then at the same time, I mean, you can certainly do it however you wanted, but we probably want a staff liaison to the charter committee. I'm certainly willing to do that. I've been involved in it. You can make it someone else if you want to, but that would essentially create the charter, the inner workings of the charter committee.

Council Member Rapson moved to approve the four individuals, one applicant and have a City Liaison to the Charter Committee. Aaron Baker was appointed as the City Liaison. Council member Delaney seconded the motion.

Passed For: 4; Against: 0; Abstain: 0; Absent: 0 (Withhelder)

Public Comments

19) Public Comment

[Minutes:]

Art Perieda: Please, I am not doing this because I am running for Mayor. I do have a concern here. In reference to the lights, Mr. Rapson, you mentioned there were three other scenarios that were not done, and I look at it from a perspective that were missed to condition the developer to provide those appliances. In this particular case, we have four intersections. One, we have a developer now. We had three other intersections. We have potential developers. They need to share the cost, and if you have three other scenarios where you didn't do it, it was like I said, three wrongs don't make a right. And as we start growing, we need to start getting the developers used to paying for those things that they are creating demands upon the City. We should not be paying for those things, but the developer needs to be paying for them. And as you start growing, you start getting a bigger development, they get used to it. Believe me, you're not going to scare them away. That's a fact. Thank you very much.

[Minutes:]

Bob Nelson: I have three subjects to cover. First, with respect to the agreement with GMAF, I'm a board member on GMAF, and I'd like to say that I did work closely with Aaron on the agreement that you all have approved already. Part of that agreement is a requirement for GMAF to spend \$10,000 of its own money before any of the City money is touched. I'm happy to report that we've already spent that \$10,000 towards this project. We bought some lights and a very expensive LED controller. So we've already spent more than \$10,000, so we're ready to spend the City money now.

Second thing I would like to mention, the first play that's going to happen in the theater this year is Blithe Spirit, written by Noel Coward. You've certainly heard of him as a playwright. It's a hilariously funny play. It was written almost 60 years ago, but it is really funny. I encourage everybody to come and see it.

The last subject that I would like to cover quickly is I was a member of both of the previous charter commissions, a long time ago. I'd be happy to appear before the committee as perhaps a historical consultant to let everybody know what happened before. I'm not sure I want to be an official member of the committee, but I'd be happy to participate if I can be of some help.

Mayor Litman: Any role is appreciated.

[Minutes:]

William Spack: Mayor, Aldermen, Police and Fire, and Public Works Director and Department Heads. My name is William Spack. We moved here from Rockford, Illinois, on June 1st. I'm a long-term employee, retired, from the City of Rockford, a city of 150,000. I have over 24 years with the City of Rockford in the Department of Public Works as a Senior Maintenance man. We think your City is moving along nicely. It took us two years to make the decision to move here. I have a friend that lives here. He's been here for 11 years. I asked him a lot of questions, but I did a lot on the internet. The years that I've had with the City of Rockford, I was involved with QC Circle, Quality Circle, which is an offshoot of quality control which industry uses. I was a circle leader for 15 of those years. We had three committees set up, made up of employees from the Street Traffic Division and Central Garage, the Water Division, and City Hall Administration. Over those 15 years, we did a lot of brainstorming, coming up with new ideas to help the City of Rockford. We saved the City of Rockford over 15 years several millions of dollars with new ideas, new approaches to doing work differently. And I want you to know that I volunteer my time to all of you here. I'm available. If you need me, I hope to meet with all your department heads, to get to know them and the Aldermen and your City Manager. I'll be talking with all of you sometime in the next month and a half. Let's see if we can get this City really, really moving on.

[Minutes:]

Charles Navarro, Deputy District Director for Congressman Crescent Hardy: I am here tonight on behalf of Congressman Hardy to thank the Mayor and the City Council members in taking the initiative and becoming recognized as a Purple Heart City. In case you all don't know, you are the last City now in Clark County, so therefore Clark County has now formally be recognized essentially as a Purple Heart County. Tonight, I do want to read to you the remarks that Congressman made on the House floor, and to present to you Mayor on behalf of the Congressman. They read:

MESQUITE, NEVADA, A PURPLE HEART CITY

(Mr. HARDY asked and was given permission to address the House for one minute and to revise and extend his remarks.)

Mr. HARDY: Mr. Speaker, the Purple Heart is our Nation's oldest military decoration. It is a unifying symbol that binds together men and women who have bled for the freedom.

When these brave warriors return to our communities, we cannot forget them and their sacrifice. That is why I am proud to recognize my hometown of Mesquite, Nevada, for its decision to become a Purple Heart City.

The decision, which will be formally announced next week, (tonight), will signal to all veterans throughout southern Nevada and around the country that Mesquite welcomes them and is proud to honor their service. I would like to thank Chapter 711 of the Military Order of the Purple Heart for working with the City of Mesquite to make this day possible.

It is my hope that more communities take this step to honor the sacrifices of these heroes by becoming Purple Heart communities.

I can't wait to see that Purple Heart flag proudly flying over Mesquite.

Adjournment

20) [Adjournment](#)

[Minutes:]

Mayor Litman adjourned the meeting at 6:17 PM

Allan S. Litman, Mayor

Tracy E. Beck, City Clerk



City Council Agenda Item Report

Submitted by: Dodie Melendez
Submitting Department: Finance
Meeting Date: October 11, 2016

Subject:

Consideration of approval of:

- a) Notification of Budget Transfers
- b) Notification of Budget Amendments
- c) Notification of Bills Paid
- d) Purchase Orders
- e) August 2016 Financial Statements

- Public Comment
- Discussion and Possible Action

Recommendation:

Approval of Budget Transfers, Budget Amendments, Bills Paid, Purchase Orders and August 2016 Financial Statement.

Petitioner:

David Empey – Financial Director/City Treasurer

Is this a budgeted item?

No

Fiscal Impact:

See Attached

Background:

See Attached

Contract Bid Expires On:

Attachments:

- [Cover Sheet](#)
- [Check Register - City Council Agenda 09.08.16 to 09.26.16.pdf](#)
- [2 - August 2016 Financial Statement.pdf](#)
- [Combined Budget Trsfrs & POs for Council.pdf](#)



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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
09/16	09/14/2016	166884	15465	JENNIFER FISO	070516	1	17-80-610	.00	70.00-	70.00- V
Total 166884:								.00	70.00-	
09/16	09/12/2016	167395	15510	ELAINE COSTA	160720-11	1	90-26129	.00	220.00	220.00
Total 167395:								.00	220.00	
09/16	09/15/2016	167396	12399	MARIA TRUJILLO	091916	1	10-61-230	.00	183.00	183.00
Total 167396:								.00	183.00	
09/16	09/15/2016	167397	4200	OVERTON POWER	2400	1	10-54-281	.00	5,857.54	5,857.54
09/16	09/15/2016	167397	4200	OVERTON POWER	2400	2	10-55-281	.00	3,003.03	3,003.03
09/16	09/15/2016	167397	4200	OVERTON POWER	2400	3	10-57-281	.00	2,692.04	2,692.04
09/16	09/15/2016	167397	4200	OVERTON POWER	2400	4	10-49-280	.00	3,217.07	3,217.07
09/16	09/15/2016	167397	4200	OVERTON POWER	2400	5	10-63-281	.00	50.21	50.21
09/16	09/15/2016	167397	4200	OVERTON POWER	2400	6	10-65-281	.00	1,263.90	1,263.90
09/16	09/15/2016	167397	4200	OVERTON POWER	2400	7	10-66-281	.00	731.74	731.74
09/16	09/15/2016	167397	4200	OVERTON POWER	2400	8	10-70-281	.00	719.62	719.62
09/16	09/15/2016	167397	4200	OVERTON POWER	2400	9	10-76-281	.00	6,363.40	6,363.40
09/16	09/15/2016	167397	4200	OVERTON POWER	2400	10	10-81-281	.00	20,403.58	20,403.58
09/16	09/15/2016	167397	4200	OVERTON POWER	2400	11	10-82-281	.00	287.64	287.64
09/16	09/15/2016	167397	4200	OVERTON POWER	2400	12	12-87-281	.00	1,759.40	1,759.40
09/16	09/15/2016	167397	4200	OVERTON POWER	2400	13	16-71-281	.00	2,760.38	2,760.38
09/16	09/15/2016	167397	4200	OVERTON POWER	2400	14	10-49-280	.00	275.07	275.07
09/16	09/15/2016	167397	4200	OVERTON POWER	2400	15	52-40-280	.00	25,103.89	25,103.89
09/16	09/15/2016	167397	4200	OVERTON POWER	2400	16	10-49-281	.00	550.24	550.24
09/16	09/15/2016	167397	4200	OVERTON POWER	2400	17	10-65-280	.00	19,913.20	19,913.20
09/16	09/15/2016	167397	4200	OVERTON POWER	2400	18	10-38-701	.00	161.46	161.46
09/16	09/15/2016	167397	4200	OVERTON POWER	2400	19	10-38-701	.00	1,306.34	1,306.34
Total 167397:								.00	96,419.75	
09/16	09/20/2016	167398	15115	A PLUS FITNESS SERVICE LLC	376	1	10-57-250	.00	400.00	400.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 167398:								.00		400.00
09/16	09/20/2016	167399	14945	ADVANCED HEARING & BALAN	42882-2	1	10-54-320	.00	60.00	60.00
Total 167399:								.00		60.00
09/16	09/20/2016	167400	3655	AIRGAS USA LLC	9054776918	1	10-57-615	.00	255.47	255.47
09/16	09/20/2016	167400	3655	AIRGAS USA LLC	9938154608	1	10-57-615	.00	203.98	203.98
09/16	09/20/2016	167400	3655	AIRGAS USA LLC	9938893056	1	10-57-615	.00	202.29	202.29
09/16	09/20/2016	167400	3655	AIRGAS USA LLC	9938893722	1	10-57-615	.00	203.98	203.98
Total 167400:								.00		865.72
09/16	09/20/2016	167401	8756	ALSCO	LSTG709725	1	10-66-610	.00	46.20	46.20
09/16	09/20/2016	167401	8756	ALSCO	LSTG710797	1	10-66-610	.00	41.62	41.62
09/16	09/20/2016	167401	8756	ALSCO	LSTG711917	1	16-71-480	.00	74.77	74.77
09/16	09/20/2016	167401	8756	ALSCO	LSTG711921	1	10-60-310	.00	87.42	87.42
09/16	09/20/2016	167401	8756	ALSCO	LSTG711925	1	10-66-610	.00	46.20	46.20
09/16	09/20/2016	167401	8756	ALSCO	LSTG712030	1	10-76-610	.00	838.25	838.25
Total 167401:								.00		1,134.46
09/16	09/20/2016	167402	14353	AMERICAN TIRE DISTRIBUTOR	S079590007	1	10-66-245	.00	108.90	108.90
09/16	09/20/2016	167402	14353	AMERICAN TIRE DISTRIBUTOR	S079854898	1	10-66-245	.00	76.04	76.04
09/16	09/20/2016	167402	14353	AMERICAN TIRE DISTRIBUTOR	S079915402	1	10-66-245	.00	76.04	76.04
09/16	09/20/2016	167402	14353	AMERICAN TIRE DISTRIBUTOR	S079979606	1	10-66-245	.00	111.53	111.53
09/16	09/20/2016	167402	14353	AMERICAN TIRE DISTRIBUTOR	S080394169	1	10-66-245	.00	134.18	134.18
Total 167402:								.00		506.69
09/16	09/20/2016	167403	1017	AMERIGAS - ST GEORGE	3055500881	1	17-80-610	.00	4.00	4.00
09/16	09/20/2016	167403	1017	AMERIGAS - ST GEORGE	3055500886	1	52-40-610	.00	1.00	1.00
Total 167403:								.00		5.00
09/16	09/20/2016	167404	9764	AMY GALE	090116	1	10-51-610	.00	47.00	47.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 167404:								.00		47.00
09/16	09/20/2016	167405	9268	AUTOMOTIVE CERTIFIED TECH	78038	1	10-66-250	.00	175.00	175.00
Total 167405:								.00		175.00
09/16	09/20/2016	167406	15518	AUTOMOTIVE REBUILT EXCHA	259358-P	1	10-66-250	.00	225.00	225.00
Total 167406:								.00		225.00
09/16	09/20/2016	167407	14425	BG SOUTHERN NEVADA	PI0016818	1	10-66-250	.00	207.32	207.32
Total 167407:								.00		207.32
09/16	09/20/2016	167408	10956	BRETT J GRIFFITHS	820199	1	10-66-250	.00	125.00	125.00
Total 167408:								.00		125.00
09/16	09/20/2016	167409	9529	CARQUEST AUTO PARTS	AUGUST 16	1	10-66-250	.00	1,271.06	1,271.06
09/16	09/20/2016	167409	9529	CARQUEST AUTO PARTS	AUGUST 16	2	10-66-480	.00	610.03	610.03
09/16	09/20/2016	167409	9529	CARQUEST AUTO PARTS	AUGUST 16	3	10-76-610	.00	117.64	117.64
Total 167409:								.00		1,998.73
09/16	09/20/2016	167410	4755	CASELLE INC.	75149	1	52-40-310	.00	35.00	35.00
09/16	09/20/2016	167410	4755	CASELLE INC.	75149	2	10-46-310	.00	293.07	293.07
09/16	09/20/2016	167410	4755	CASELLE INC.	75149	3	83-81-610	.00	177.93	177.93
09/16	09/20/2016	167410	4755	CASELLE INC.	75149	4	83-82-610	.00	177.93	177.93
09/16	09/20/2016	167410	4755	CASELLE INC.	75149	5	52-40-310	.00	397.74	397.74
Total 167410:								.00		1,081.67
09/16	09/20/2016	167411	14492	CENTURYLINK	Q090101285	1	10-47-310	.00	3,880.50	3,880.50
Total 167411:								.00		3,880.50
09/16	09/20/2016	167412	12193	CHRISTOPHER ROWLEY	081416	1	23-85-330	.00	276.00	276.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 167412:								.00		276.00
09/16	09/20/2016	167413	12005	COYOTE CARPET CLEANING	03507	1	10-81-250	.00	250.00	250.00
09/16	09/20/2016	167413	12005	COYOTE CARPET CLEANING	03508	1	10-81-250	.00	250.00	250.00
09/16	09/20/2016	167413	12005	COYOTE CARPET CLEANING	03509	1	10-81-250	.00	50.00	50.00
09/16	09/20/2016	167413	12005	COYOTE CARPET CLEANING	03510	1	10-81-250	.00	550.00	550.00
09/16	09/20/2016	167413	12005	COYOTE CARPET CLEANING	03511	1	10-81-250	.00	500.00	500.00
09/16	09/20/2016	167413	12005	COYOTE CARPET CLEANING	03512	1	10-81-250	.00	410.00	410.00
09/16	09/20/2016	167413	12005	COYOTE CARPET CLEANING	03513	1	10-81-250	.00	575.00	575.00
09/16	09/20/2016	167413	12005	COYOTE CARPET CLEANING	03514	1	10-81-250	.00	250.00	250.00
09/16	09/20/2016	167413	12005	COYOTE CARPET CLEANING	03515	1	10-81-250	.00	150.00	150.00
Total 167413:								.00		2,985.00
09/16	09/20/2016	167414	11717	CRAIG EMPEY	091216	1	23-85-330	.00	38.00	38.00
09/16	09/20/2016	167414	11717	CRAIG EMPEY	091916	1	23-85-330	.00	89.50	89.50
Total 167414:								.00		127.50
09/16	09/20/2016	167415	10709	DARIN WILKINS	091616	1	10-54-230	.00	38.00	38.00
Total 167415:								.00		38.00
09/16	09/20/2016	167416	15487	DONALD JOHNSON, PH.D., LTD	091216	1	10-54-320	.00	250.00	250.00
Total 167416:								.00		250.00
09/16	09/20/2016	167417	12705	ECMS, INC	INV49441	1	10-57-250	.00	807.00	807.00
Total 167417:								.00		807.00
09/16	09/20/2016	167418	9583	EDWARD CURTO	091416	1	22-65-230	.00	798.22	798.22
Total 167418:								.00		798.22
09/16	09/20/2016	167419	15516	ELBA MENDOZA	090616	1	17-34-400	.00	50.00	50.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 167419:								.00		50.00
09/16	09/20/2016	167420	14672	ELECTRICAL WHOLESale SUP	911763276	1	10-63-610	1.78	177.72	175.94
09/16	09/20/2016	167420	14672	ELECTRICAL WHOLESale SUP	911763276	2	10-63-610	.27	27.11	26.84
Total 167420:								2.05		202.78
09/16	09/20/2016	167421	14956	ERICKSON, THORPE & SWAINS	955629	1	10-50-310	.00	924.00	924.00
Total 167421:								.00		924.00
09/16	09/20/2016	167422	2150	FEDEX CORP.	5-533-57547	1	45-40-100	.00	55.11	55.11
09/16	09/20/2016	167422	2150	FEDEX CORP.	5-533-57547	2	12-87-740	.00	56.86	56.86
Total 167422:								.00		111.97
09/16	09/20/2016	167423	15517	FELIX FAVATELLA	091316	1	10-23200	.00	240.00	240.00
Total 167423:								.00		240.00
09/16	09/20/2016	167424	10723	FORSGREN ASSOCIATES INC.	10918	1	10-73-310	.00	120.00	120.00
09/16	09/20/2016	167424	10723	FORSGREN ASSOCIATES INC.	10920	1	12-87-740	.00	3,409.63	3,409.63
Total 167424:								.00		3,529.63
09/16	09/20/2016	167425	10489	FREHNER BEARING SUPPLY IN	67252	1	10-66-250	.00	31.98	31.98
Total 167425:								.00		31.98
09/16	09/20/2016	167426	14274	FRESHIRE/AIREMASTER	69897	1	10-81-610	.00	70.00	70.00
09/16	09/20/2016	167426	14274	FRESHIRE/AIREMASTER	69912	1	10-63-610	.00	10.50	10.50
Total 167426:								.00		80.50
09/16	09/20/2016	167427	12077	FRIENDS OF LVMPD POLICE F	090716	1	10-54-230	.00	500.00	500.00
Total 167427:								.00		500.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
09/16	09/20/2016	167428	15511	FRIENDS OF MESQUITE ANIMA	090816	1	90-26111	.00	112.00	112.00
Total 167428:								.00		112.00
09/16	09/20/2016	167429	10499	FRITO LAY INC.	93192487	1	90-26113	.00	338.72	338.72
Total 167429:								.00		338.72
09/16	09/20/2016	167430	2180	FRONTIER RADIO, INC.	16682	1	10-66-250	.00	184.17	184.17
Total 167430:								.00		184.17
09/16	09/20/2016	167431	13054	GENO WITHELDER	092016	1	10-41-290	.00	40.00	40.00
Total 167431:								.00		40.00
09/16	09/20/2016	167432	2245	GRAINGER, INC.	9208573700	1	10-65-250	.00	22.07	22.07
Total 167432:								.00		22.07
09/16	09/20/2016	167433	4900	H & E EQUIPMENT SERVICES,	92840519	1	10-66-250	.00	1,270.92	1,270.92
Total 167433:								.00		1,270.92
09/16	09/20/2016	167434	11934	HARRIS & ASSOCIATES, INC	32325	1	83-82-010	.00	37.50	37.50
Total 167434:								.00		37.50
09/16	09/20/2016	167435	9347	HARTWELL FAMILY PRACTICE	090616	1	10-54-320	.00	450.00	450.00
09/16	09/20/2016	167435	9347	HARTWELL FAMILY PRACTICE	090816	1	10-54-320	.00	450.00	450.00
09/16	09/20/2016	167435	9347	HARTWELL FAMILY PRACTICE	09082016	1	10-54-320	.00	450.00	450.00
Total 167435:								.00		1,350.00
09/16	09/20/2016	167436	2427	HELENA CHEMICAL COMPANY	63744130	1	10-76-610	.00	8,400.00	8,400.00
Total 167436:								.00		8,400.00
09/16	09/20/2016	167437	2452	HIGH DESERT SUPPLY	IN00166922	1	10-66-250	.00	173.95	173.95

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
09/16	09/20/2016	167437	2452	HIGH DESERT SUPPLY	IN00167017	1	10-66-250	.00	254.25	254.25
09/16	09/20/2016	167437	2452	HIGH DESERT SUPPLY	IN00167163	1	10-66-250	.00	75.69	75.69
Total 167437:								.00		503.89
09/16	09/20/2016	167438	12431	HILDA REYNOSO	091216	1	17-34-405	.00	50.00	50.00
Total 167438:								.00		50.00
09/16	09/20/2016	167439	8119	HINTON BURDICK CPAS & ADVI	153384	1	10-46-210	.00	19,500.00	19,500.00
Total 167439:								.00		19,500.00
09/16	09/20/2016	167440	12669	HOME DEPOT	2020694	1	13-40-450	.00	153.11	153.11
Total 167440:								.00		153.11
09/16	09/20/2016	167441	2500	HUGHES OIL	13900	1	10-66-255	.00	564.00	564.00
09/16	09/20/2016	167441	2500	HUGHES OIL	13938	1	52-40-250	.00	97.00	97.00
09/16	09/20/2016	167441	2500	HUGHES OIL	13948	1	52-40-250	.00	682.40	682.40
Total 167441:								.00		1,343.40
09/16	09/20/2016	167442	13262	I WRITE TRANSCRIPTION, INC	6176	1	10-54-310	.00	442.50	442.50
Total 167442:								.00		442.50
09/16	09/20/2016	167443	9642	IAEM	091916	1	10-56-230	.00	185.00	185.00
Total 167443:								.00		185.00
09/16	09/20/2016	167444	2435	IMAGE PRO PRINTING INC.	83722	1	10-54-240	.00	330.26	330.26
Total 167444:								.00		330.26
09/16	09/20/2016	167445	2657	INTERSTATE BATTERY SO. UT	490078592	1	10-66-250	.00	131.85	131.85
09/16	09/20/2016	167445	2657	INTERSTATE BATTERY SO. UT	490078725	1	10-66-250	.00	430.23	430.23

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 167445:								.00		562.08
09/16	09/20/2016	167446	15509	INTERSTATE DISTRIBUTOR CO	090716	1	10-32-100	.00	1,050.00	1,050.00
Total 167446:								.00		1,050.00
09/16	09/20/2016	167447	15504	ITSAVVY LLC	00898582	1	10-47-260	.00	1,266.52	1,266.52
Total 167447:								.00		1,266.52
09/16	09/20/2016	167448	13293	JAMES E. GUESMAN	081216	1	10-51-310	.00	175.00	175.00
Total 167448:								.00		175.00
09/16	09/20/2016	167449	15515	JASMIN RUVALCABA	090616	1	17-34-405	.00	50.00	50.00
Total 167449:								.00		50.00
09/16	09/20/2016	167450	15465	JENNIFER FISO	070516	1	17-80-610	.00	70.00	70.00
Total 167450:								.00		70.00
09/16	09/20/2016	167451	8848	JOHN WOODS	081416	1	10-54-230	.00	276.00	276.00
Total 167451:								.00		276.00
09/16	09/20/2016	167452	2860	JONES PAINT & GLASS INC.	SGGI100075	1	10-63-610	.00	422.42	422.42
Total 167452:								.00		422.42
09/16	09/20/2016	167453	14201	JORDAN BUNDY	090816	1	10-54-230	.00	249.92	249.92
Total 167453:								.00		249.92
09/16	09/20/2016	167454	15512	JOSE ARREOLA	091216	1	17-34-405	.00	50.00	50.00
Total 167454:								.00		50.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
09/16	09/20/2016	167455	12505	JOY EASTWOOD	092016	1	10-43-290	.00	40.00	40.00
Total 167455:								.00		40.00
09/16	09/20/2016	167456	12255	JUSTIN GOODSSELL	091616	1	10-54-230	.00	38.00	38.00
Total 167456:								.00		38.00
09/16	09/20/2016	167457	15460	KAERCHER CAMPBELL & ASSO	417014	1	10-22250	.00	76,455.00	76,455.00
09/16	09/20/2016	167457	15460	KAERCHER CAMPBELL & ASSO	417014	2	10-14000	.00	68,943.00	68,943.00
09/16	09/20/2016	167457	15460	KAERCHER CAMPBELL & ASSO	417014	3	52-14000	.00	37,454.00	37,454.00
Total 167457:								.00		182,852.00
09/16	09/20/2016	167458	10984	KOKOPELLI LANDSCAPING	83553	1	52-40-610	.00	480.00	480.00
Total 167458:								.00		480.00
09/16	09/20/2016	167459	3050	L V REVIEW-JOURNAL	I0000857044	1	10-61-220	.00	200.12	200.12
Total 167459:								.00		200.12
09/16	09/20/2016	167460	15053	LAMPPOST ELECTRIC LLC	CITY 16-011	1	10-81-250	.00	2,120.00	2,120.00
Total 167460:								.00		2,120.00
09/16	09/20/2016	167461	9979	LARRY LEMIEUX	091816	1	12-87-310	.00	2,896.06	2,896.06
09/16	09/20/2016	167461	9979	LARRY LEMIEUX	091816	2	12-87-695	.00	220.29-	220.29-
09/16	09/20/2016	167461	9979	LARRY LEMIEUX	091816	3	12-87-610	.00	28.00-	28.00-
09/16	09/20/2016	167461	9979	LARRY LEMIEUX	091816 WC	1	12-87-610	.00	50.92-	50.92-
Total 167461:								.00		2,596.85
09/16	09/20/2016	167462	10158	LAS VEGAS METRO POLICE DE	90202976	1	10-54-310	.00	423.75	423.75
Total 167462:								.00		423.75
09/16	09/20/2016	167463	9733	LEXISNEXIS RISK SOLUTIONS	6691073-201	1	15-51-630	.00	50.00	50.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 167463:								.00		50.00
09/16	09/20/2016	167464	9516	LIFE ASSIST INC.	764208	1	10-57-615	.00	324.00	324.00
09/16	09/20/2016	167464	9516	LIFE ASSIST INC.	765234	1	10-57-615	.00	767.33	767.33
Total 167464:								.00		1,091.33
09/16	09/20/2016	167465	747	LINCOLN CO. POWER DISTRIC	139701 AUG	1	10-54-281	.00	20.85	20.85
Total 167465:								.00		20.85
09/16	09/20/2016	167466	14062	M2COMSYS	T8832	1	10-44-310	.00	369.60	369.60
Total 167466:								.00		369.60
09/16	09/20/2016	167467	15513	MARTIN LARA	090616	1	17-34-405	.00	50.00	50.00
Total 167467:								.00		50.00
09/16	09/20/2016	167468	13504	MASTER CRAFTSMEN	200	1	10-66-250	.00	1,865.20	1,865.20
Total 167468:								.00		1,865.20
09/16	09/20/2016	167469	3276	CENTRAL MONITORING STATI	268303	1	10-49-610	.00	21.95	21.95
09/16	09/20/2016	167469	3276	CENTRAL MONITORING STATI	268303	2	10-55-610	.00	21.95	21.95
09/16	09/20/2016	167469	3276	CENTRAL MONITORING STATI	268303	3	10-57-310	.00	38.90	38.90
09/16	09/20/2016	167469	3276	CENTRAL MONITORING STATI	268303	4	10-63-310	.00	37.90	37.90
09/16	09/20/2016	167469	3276	CENTRAL MONITORING STATI	268303	5	10-66-610	.00	16.95	16.95
09/16	09/20/2016	167469	3276	CENTRAL MONITORING STATI	268303	6	10-66-610	.00	21.95	21.95
09/16	09/20/2016	167469	3276	CENTRAL MONITORING STATI	268303	7	10-70-610	.00	18.95	18.95
09/16	09/20/2016	167469	3276	CENTRAL MONITORING STATI	268303	8	10-76-310	.00	18.95	18.95
09/16	09/20/2016	167469	3276	CENTRAL MONITORING STATI	268303	9	10-81-310	.00	59.85	59.85
09/16	09/20/2016	167469	3276	CENTRAL MONITORING STATI	268303	10	10-82-620	.00	21.95	21.95
09/16	09/20/2016	167469	3276	CENTRAL MONITORING STATI	268303	11	16-71-280	.00	38.90	38.90
09/16	09/20/2016	167469	3276	CENTRAL MONITORING STATI	268303	12	52-40-310	.00	16.95	16.95
09/16	09/20/2016	167469	3276	CENTRAL MONITORING STATI	268303	13	10-38-701	.00	21.95	21.95

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 167469:								.00		357.10
09/16	09/20/2016	167470	11236	MEADOW GOLD DAIRIES	59606040	1	16-71-480	.00	230.67	230.67
09/16	09/20/2016	167470	11236	MEADOW GOLD DAIRIES	59606106	1	16-71-480	.00	192.96	192.96
Total 167470:								.00		423.63
09/16	09/20/2016	167471	9980	MEGA-PRO INTERNATIONAL	22121	1	10-61-240	.00	195.00	195.00
09/16	09/20/2016	167471	9980	MEGA-PRO INTERNATIONAL	22228	1	10-81-480	.00	549.00	549.00
Total 167471:								.00		744.00
09/16	09/20/2016	167472	3344	MESQUITE CHAMBER OF COM	E1840	1	10-41-620	.00	18.00	18.00
09/16	09/20/2016	167472	3344	MESQUITE CHAMBER OF COM	E2015	1	10-41-620	.00	61.00	61.00
Total 167472:								.00		79.00
09/16	09/20/2016	167473	11650	MESQUITE FORD	152189/1	1	10-66-250	.00	591.89	591.89
09/16	09/20/2016	167473	11650	MESQUITE FORD	152477/1	1	10-66-250	.00	242.00	242.00
09/16	09/20/2016	167473	11650	MESQUITE FORD	381203	1	10-66-250	.00	53.86	53.86
Total 167473:								.00		887.75
09/16	09/20/2016	167474	3500	MESQUITE LUMBER & SUPPLY	AUG 16	1	10-70-610	.00	358.14	358.14
09/16	09/20/2016	167474	3500	MESQUITE LUMBER & SUPPLY	AUG 16	2	52-40-610	.00	532.32	532.32
09/16	09/20/2016	167474	3500	MESQUITE LUMBER & SUPPLY	AUG 16	3	10-63-610	.00	833.73	833.73
09/16	09/20/2016	167474	3500	MESQUITE LUMBER & SUPPLY	AUG 16	4	17-80-610	.00	8.94	8.94
09/16	09/20/2016	167474	3500	MESQUITE LUMBER & SUPPLY	AUG 16	5	10-65-610	.00	164.36	164.36
09/16	09/20/2016	167474	3500	MESQUITE LUMBER & SUPPLY	AUG 16	6	10-65-480	.00	26.97	26.97
09/16	09/20/2016	167474	3500	MESQUITE LUMBER & SUPPLY	AUG 16	7	10-81-250	.00	280.55	280.55
09/16	09/20/2016	167474	3500	MESQUITE LUMBER & SUPPLY	AUG 16	8	10-76-610	.00	553.20	553.20
09/16	09/20/2016	167474	3500	MESQUITE LUMBER & SUPPLY	AUG 16	9	10-66-250	.00	4.50	4.50
09/16	09/20/2016	167474	3500	MESQUITE LUMBER & SUPPLY	AUG 16	10	10-81-610	.00	115.87	115.87
09/16	09/20/2016	167474	3500	MESQUITE LUMBER & SUPPLY	AUG 16	11	10-47-240	.00	50.28	50.28
09/16	09/20/2016	167474	3500	MESQUITE LUMBER & SUPPLY	AUG 16	12	10-38-900	.00	90.00-	90.00-
Total 167474:								.00		2,838.86

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
09/16	09/20/2016	167475	3450	MESQUITE POSTMASTER	091916	1	52-40-240	.00	3,000.00	3,000.00
Total 167475:								.00		3,000.00
09/16	09/20/2016	167476	3457	MESQUITE VETERINARY CLINI	130233	1	10-70-310	.00	708.15	708.15
Total 167476:								.00		708.15
09/16	09/20/2016	167477	15514	MICHAEL BENHAM	091316	1	10-57-250	.00	151.00	151.00
Total 167477:								.00		151.00
09/16	09/20/2016	167478	3580	MORCON INDUSTRIAL SPECIA	0014021-IN	1	10-63-610	.00	58.50	58.50
09/16	09/20/2016	167478	3580	MORCON INDUSTRIAL SPECIA	0014118-IN	1	10-63-610	.00	1,877.90	1,877.90
09/16	09/20/2016	167478	3580	MORCON INDUSTRIAL SPECIA	14066-IN	1	10-81-250	.00	23.48	23.48
Total 167478:								.00		1,959.88
09/16	09/20/2016	167479	3653	MOUNT OLYMPUS WATERS, IN	10216681 09	1	10-51-610	.00	35.85	35.85
09/16	09/20/2016	167479	3653	MOUNT OLYMPUS WATERS, IN	10217943 09	1	10-55-240	.00	54.43	54.43
09/16	09/20/2016	167479	3653	MOUNT OLYMPUS WATERS, IN	10219318 09	1	10-54-240	.00	88.00	88.00
Total 167479:								.00		178.28
09/16	09/20/2016	167480	4066	NEUTRON INDUSTRIES	97930276	1	10-55-610	.00	429.51	429.51
Total 167480:								.00		429.51
09/16	09/20/2016	167481	11527	NITC	00238499	1	10-61-230	.00	82.00	82.00
Total 167481:								.00		82.00
09/16	09/20/2016	167482	15266	NORMAN NIELSEN	091516	1	10-57-230	.00	50.00	50.00
Total 167482:								.00		50.00
09/16	09/20/2016	167483	9253	NV. STATE BOARD OF PHARMA	091916	1	10-70-210	.00	80.00	80.00
09/16	09/20/2016	167483	9253	NV. STATE BOARD OF PHARMA	91916	1	10-70-210	.00	80.00	80.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 167483:								.00		160.00
09/16	09/20/2016	167484	4126	OFFICE DEPOT	8612575510	1	10-51-240	.00	33.31	33.31
09/16	09/20/2016	167484	4126	OFFICE DEPOT	8612577500	1	10-51-240	.00	84.41	84.41
Total 167484:								.00		117.72
09/16	09/20/2016	167485	11404	OLIVER PRODUCTS CO.	867650	1	16-71-480	.00	1,968.00	1,968.00
Total 167485:								.00		1,968.00
09/16	09/20/2016	167486	15217	OPT-FIT INTERNATIONAL	16-514	1	10-81-650	.00	3,940.00	3,940.00
Total 167486:								.00		3,940.00
09/16	09/20/2016	167487	14894	OUT-FIT	17982	1	10-81-650	.00	2,290.00	2,290.00
Total 167487:								.00		2,290.00
09/16	09/20/2016	167488	10243	PRECISION AGGREGATE PRO	40688	1	52-40-610	.00	210.00	210.00
Total 167488:								.00		210.00
09/16	09/20/2016	167489	14527	RIO VIRGIN TELEPHONE COMP	84450702FA	1	10-47-310	.00	956.64	956.64
Total 167489:								.00		956.64
09/16	09/20/2016	167490	8598	RMT EQUIPMENT	T43952	1	10-76-610	.00	455.64	455.64
09/16	09/20/2016	167490	8598	RMT EQUIPMENT	T44082	1	10-66-250	.00	83.30	83.30
Total 167490:								.00		538.94
09/16	09/20/2016	167491	14198	SAPTA	091416	1	10-54-610	.00	100.00	100.00
Total 167491:								.00		100.00
09/16	09/20/2016	167492	15430	SATELLITE TRACKING OF PEO	STPINV0002	1	15-51-500	.00	57.00	57.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 167492:								.00		57.00
09/16	09/20/2016	167493	4750	SCHOLZEN PRODUCTS CO., IN	6153597-00	1	52-40-610	.00	920.00	920.00
Total 167493:								.00		920.00
09/16	09/20/2016	167494	12609	SEARS COMMERCIAL ONE	1000	1	10-63-610	.00	75.00	75.00
Total 167494:								.00		75.00
09/16	09/20/2016	167495	12196	SHERWIN- WILLIAMS STORE 85	3369-1	1	10-76-610	.00	197.25	197.25
09/16	09/20/2016	167495	12196	SHERWIN- WILLIAMS STORE 85	3403-8	1	10-63-610	.00	66.89	66.89
09/16	09/20/2016	167495	12196	SHERWIN- WILLIAMS STORE 85	3414-5	1	10-81-250	.00	207.16	207.16
09/16	09/20/2016	167495	12196	SHERWIN- WILLIAMS STORE 85	3415-2	1	10-81-250	.00	204.91	204.91
Total 167495:								.00		676.21
09/16	09/20/2016	167496	15456	SHIELDS, HARPER & CO	3004189	1	10-66-310	.00	10,004.43	10,004.43
Total 167496:								.00		10,004.43
09/16	09/20/2016	167497	13011	SILVERSTATE ANALYTICAL LA	LV201040	1	52-40-310	.00	453.00	453.00
09/16	09/20/2016	167497	13011	SILVERSTATE ANALYTICAL LA	LV201186	1	52-40-310	.00	453.00	453.00
Total 167497:								.00		906.00
09/16	09/20/2016	167498	14502	SIMPLIFILE	160174305	1	10-44-310	.00	20.00	20.00
Total 167498:								.00		20.00
09/16	09/20/2016	167499	8282	SMITH CUSTOMER CHGS	418771 SEP	1	16-71-480	.00	390.31	390.31
09/16	09/20/2016	167499	8282	SMITH CUSTOMER CHGS	418771 SEP	2	17-80-610	.00	49.98	49.98
09/16	09/20/2016	167499	8282	SMITH CUSTOMER CHGS	421081 SEP	1	10-55-620	.00	169.87	169.87
09/16	09/20/2016	167499	8282	SMITH CUSTOMER CHGS	421081 SEP	2	10-55-610	.00	450.69	450.69
09/16	09/20/2016	167499	8282	SMITH CUSTOMER CHGS	421081 SEP	3	90-26113	.00	196.20	196.20
09/16	09/20/2016	167499	8282	SMITH CUSTOMER CHGS	421084 SEP	1	10-54-610	.00	31.32	31.32
09/16	09/20/2016	167499	8282	SMITH CUSTOMER CHGS	421084 SEP	2	10-41-620	.00	65.18	65.18

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 167499:								.00		1,353.55
09/16	09/20/2016	167500	10593	SNAP-ON INDUSTRIAL	ARV/299041	1	10-66-610	.00	156.48	156.48
Total 167500:								.00		156.48
09/16	09/20/2016	167501	11387	SOUTHERN NEVADA HEALTH D	0017480	1	10-57-310	.00	75.00	75.00
Total 167501:								.00		75.00
09/16	09/20/2016	167502	13068	SOUTHWEST PLUMBING SUPP	S2709110.00	1	10-66-250	.00	8.72	8.72
09/16	09/20/2016	167502	13068	SOUTHWEST PLUMBING SUPP	S2710436.00	1	10-66-250	.00	7.81	7.81
Total 167502:								.00		16.53
09/16	09/20/2016	167503	10591	SPRINKLER SUPPLY-ST. GEOR	K83597	1	10-76-610	.00	515.50	515.50
09/16	09/20/2016	167503	10591	SPRINKLER SUPPLY-ST. GEOR	K83598	1	10-76-610	.00	74.25	74.25
09/16	09/20/2016	167503	10591	SPRINKLER SUPPLY-ST. GEOR	K84401	1	10-76-610	.00	1,238.48	1,238.48
09/16	09/20/2016	167503	10591	SPRINKLER SUPPLY-ST. GEOR	K86294	1	10-76-610	.00	538.51	538.51
Total 167503:								.00		2,366.74
09/16	09/20/2016	167504	10558	ST. OF NV. PUBLIC EMP. BENE	SEP 16	1	10-49-130	.00	836.63	836.63
Total 167504:								.00		836.63
09/16	09/20/2016	167505	8989	STAPLES ADVANTAGE	3312553551	1	10-81-240	.00	159.00	159.00
09/16	09/20/2016	167505	8989	STAPLES ADVANTAGE	3313123923	1	10-81-240	.00	122.63	122.63
09/16	09/20/2016	167505	8989	STAPLES ADVANTAGE	3313626889	1	10-49-240	.00	65.11	65.11
09/16	09/20/2016	167505	8989	STAPLES ADVANTAGE	3313626890	1	10-49-240	.00	17.29	17.29
09/16	09/20/2016	167505	8989	STAPLES ADVANTAGE	3314088695	1	10-81-240	.00	4.40	4.40
Total 167505:								.00		359.63
09/16	09/20/2016	167506	3922	STATE OF NEVADA	41030	1	10-61-610	.00	153.00	153.00
09/16	09/20/2016	167506	3922	STATE OF NEVADA	41030	2	10-48-310	.00	114.75	114.75
09/16	09/20/2016	167506	3922	STATE OF NEVADA	41030	3	90-26129	.00	306.00	306.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 167506:								.00		573.75
09/16	09/20/2016	167507	14851	STATEWIDE TRAFFIC SAFETY	11003673	1	10-65-250	.00	104.69	104.69
Total 167507:								.00		104.69
09/16	09/20/2016	167508	5140	STERLING CODIFIERS, INC.	18204	1	10-44-310	.00	470.00	470.00
Total 167508:								.00		470.00
09/16	09/20/2016	167509	5224	SUNRISE ENVIRONMENTAL	66655	1	10-70-610	.00	243.55	243.55
09/16	09/20/2016	167509	5224	SUNRISE ENVIRONMENTAL	66785	1	10-70-610	.00	331.55	331.55
Total 167509:								.00		575.10
09/16	09/20/2016	167510	15170	SYNCB/AMAZON	2769451379	1	10-54-240	.00	73.04	73.04
Total 167510:								.00		73.04
09/16	09/20/2016	167511	13211	SYSCO LAS VEGAS, INC	614429234	1	16-71-480	.00	1,102.13	1,102.13
09/16	09/20/2016	167511	13211	SYSCO LAS VEGAS, INC	614514498	1	16-71-480	.00	1,248.00	1,248.00
Total 167511:								.00		2,350.13
09/16	09/20/2016	167512	14632	TERRY L HUTCHINSON LTD	091216	1	10-51-310	.00	350.00	350.00
09/16	09/20/2016	167512	14632	TERRY L HUTCHINSON LTD	91216	1	10-51-310	.00	400.00	400.00
Total 167512:								.00		750.00
09/16	09/20/2016	167513	15393	TESTNOTICE	0000678	1	15-51-310	.00	35.00	35.00
Total 167513:								.00		35.00
09/16	09/20/2016	167514	5290	THATCHER COMPANY	5022605	1	10-81-610	.00	160.00-	160.00-
09/16	09/20/2016	167514	5290	THATCHER COMPANY	5023162	1	10-81-610	.00	543.00	543.00
09/16	09/20/2016	167514	5290	THATCHER COMPANY	5023330	1	10-81-610	.00	543.00	543.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 167514:								.00		926.00
09/16	09/20/2016	167515	5301	THE SPECTRUM	082316	1	10-81-480	.00	59.00	59.00
Total 167515:								.00		59.00
09/16	09/20/2016	167516	11278	THOMAS PETROLEUM	M235510-IN	1	10-66-255	.00	6,315.01	6,315.01
09/16	09/20/2016	167516	11278	THOMAS PETROLEUM	P235510-IN	1	10-66-255	.00	12,411.63	12,411.63
Total 167516:								.00		18,726.64
09/16	09/20/2016	167517	15484	THYSSENKRUPP ELEVATOR C	3002724194	1	10-63-310	.00	3,152.26	3,152.26
Total 167517:								.00		3,152.26
09/16	09/20/2016	167518	15287	TINK'S SUPERIOR AUTO PART	171345	1	10-66-250	.00	23.88	23.88
Total 167518:								.00		23.88
09/16	09/20/2016	167519	8770	U.S. FOODSERVICE - L.V. DIV.	3204917	1	10-55-620	.00	485.27	485.27
09/16	09/20/2016	167519	8770	U.S. FOODSERVICE - L.V. DIV.	3227116	1	16-71-480	.00	1,318.95	1,318.95
09/16	09/20/2016	167519	8770	U.S. FOODSERVICE - L.V. DIV.	3331992	1	10-55-620	.00	466.69	466.69
09/16	09/20/2016	167519	8770	U.S. FOODSERVICE - L.V. DIV.	3357917	1	16-71-480	.00	1,421.58	1,421.58
09/16	09/20/2016	167519	8770	U.S. FOODSERVICE - L.V. DIV.	3464951	1	10-55-620	.00	348.56	348.56
09/16	09/20/2016	167519	8770	U.S. FOODSERVICE - L.V. DIV.	5320085 CR	1	10-55-610	.00	21.21-	21.21-
09/16	09/20/2016	167519	8770	U.S. FOODSERVICE - L.V. DIV.	5979805	1	10-55-620	.00	114.95-	114.95-
Total 167519:								.00		3,904.89
09/16	09/20/2016	167520	5616	UNITED PARCEL SERVICE	00009E1629	1	10-49-240	.00	62.50	62.50
09/16	09/20/2016	167520	5616	UNITED PARCEL SERVICE	00009E1629	2	10-81-240	.00	4.02	4.02
09/16	09/20/2016	167520	5616	UNITED PARCEL SERVICE	00009E1629	3	10-82-240	.00	30.58	30.58
09/16	09/20/2016	167520	5616	UNITED PARCEL SERVICE	00009E1629	4	10-54-240	.00	20.22	20.22
09/16	09/20/2016	167520	5616	UNITED PARCEL SERVICE	1Z9E162968	1	10-81-240	.00	38.71	38.71
Total 167520:								.00		156.03
09/16	09/20/2016	167521	14694	UTAH CLEANING	7510	1	10-81-250	.00	1,750.00	1,750.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 167521:								.00		1,750.00
09/16	09/20/2016	167522	14455	VERNA CARNESECCA	091016	1	10-54-310	.00	100.00	100.00
Total 167522:								.00		100.00
09/16	09/20/2016	167523	12230	VIEW ON MESQUITE, LLC	4882	1	25-85-620	.00	250.00	250.00
Total 167523:								.00		250.00
09/16	09/20/2016	167524	9788	WATERTECH, INC	W054553	1	52-40-480	.00	3,582.00	3,582.00
Total 167524:								.00		3,582.00
09/16	09/20/2016	167525	8841	WEST PAYMENT CENTER	834619910	1	10-50-210	.00	502.63	502.63
Total 167525:								.00		502.63
09/16	09/20/2016	167526	9901	XEROX CORPORATION	086044707	1	10-49-250	.00	349.12	349.12
09/16	09/20/2016	167526	9901	XEROX CORPORATION	086044707	2	10-49-250	.00	74.92	74.92
09/16	09/20/2016	167526	9901	XEROX CORPORATION	086044708	1	10-49-250	.00	326.83	326.83
09/16	09/20/2016	167526	9901	XEROX CORPORATION	086044708	2	10-49-250	.00	39.70	39.70
Total 167526:								.00		790.57
09/16	09/20/2016	167527	14058	MTM CLEANING SERVICE	227	1	10-63-310	.00	1,200.00	1,200.00
Total 167527:								.00		1,200.00
09/16	09/20/2016	167528	14450	ROBERT SWEETIN	092716	1	10-50-230	.00	530.12	530.12
Total 167528:								.00		530.12
Grand Totals:								2.05		429,629.99

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:
Report type: GL detail

CITY OF MESQUITE
COMBINED CASH INVESTMENT
AUGUST 31, 2016

COMBINED CASH ACCOUNTS

01-11120	CASH - WELLS FARGO CHECKING	2,568,532.26
01-11210	XPRESS DEPOSIT ACCOUNT	31,779.54
01-11310	CASH - PETTY CASH	1,810.00
01-11560	WELLS FARGO INVEST A/C	22,609,403.49

	TOTAL COMBINED CASH	25,211,525.29
01-11900	TOTAL ALLOCATION TO OTHER FUND	(25,211,525.29)

TOTAL UNALLOCATED CASH .00

CASH ALLOCATION RECONCILIATION

10	ALLOCATION TO GENERAL FUND	6,080,775.27
11	ALLOCATION TO STREET MAINT. SPE	2,784,212.90
12	ALLOCATION TO AIRPORT SPECIAL R	(55,249.25)
13	ALLOCATION TO CAP. PROJ. MAINT/R	704,087.60
14	ALLOCATION TO POLICE FORFEITURE	130,907.17
15	ALLOCATION TO COURT ADMINISTRA	64,532.73
16	ALLOCATION TO SR. NUTRITION PRO	107,777.22
17	ALLOCATION TO RECREATION PROGR	206,602.30
19	ALLOCATION TO FORENSIC SERVICES	2,752.66
20	ALLOCATION TO RESID. CONSTR. TAX	1,115,985.65
21	ALLOCATION TO ENVIR. PLANNING SP	529,376.83
22	ALLOCATION TO TRANSPORTATION I	2,143,452.02
23	ALLOCATION TO MORE COPS SRF	(155,258.99)
25	ALLOCATION TO REDEVELOPMENT DI	5,401,548.31
43	ALLOCATION TO CITY MARKETING SR	(34,999.98)
45	ALLOCATION TO CAPITAL PROJECT F	1,441,294.53
52	ALLOCATION TO SEWER FUND	2,216,111.38
81	ALLOCATION TO CANYON CREST SID	103,340.08
82	ALLOCATION TO ANTHEM AT MESQUI	(622,435.07)
83	ALLOCATION TO SID ADMINISTRATIO	351,798.01
85	ALLOCATION TO G.O. BOND SERIES 20	1,761,792.64
90	ALLOCATION TO TRUST & AGENCY F	326,506.19
97	ALLOCATION TO CITY SERVICES RESE	49,333.34
98	ALLOCATION TO TECHNOLOGY RES/R	23,191.94
99	ALLOCATION TO VEHICLE/EQUIP REP	534,089.81

	TOTAL ALLOCATIONS TO OTHER FUN	25,211,525.29
	ALLOCATION FROM COMBINED CASH	(25,211,525.29)

ZERO PROOF IF ALLOCATIONS BALAN .00

CITY OF MESQUITE
BALANCE SHEET
AUGUST 31, 2016

GENERAL FUND

ASSETS

10-11900	CASH - COMBINED FUND	6,080,775.27	
10-13100	DUE FROM STATE	1,253,692.58	
10-13106	ROOM TAXES A/R	51,400.03	
10-13107	OTHER RECEIVABLES	81,221.65	
10-14000	PREPAID EXPENSE	186,466.70	
	TOTAL ASSETS		7,653,556.23

LIABILITIES AND EQUITY

LIABILITIES

10-21310	ACCOUNTS PAYABLE	143,949.70	
10-21311	BANK SERVICE CHARGES PAYABLE	5,041.08	
10-21450	MISCELLANEOUS DEPOSITS	23.00	
10-21500	WAGES PAYABLE	291,018.44	
10-22210	FICA PAYABLE	13,174.04	
10-22220	WITHHELD INCOME TAXES	35,101.69	
10-22250	WORKERS COMP PAYABLE	11,028.84	
10-22300	ACCRUED STATE RETIREMENT	319,987.82	
10-22500	HEALTH INSURANCE PAYABLE	64,009.95	
10-22505	ACCRUED HEALTH INS BONUS	129,300.00	
10-22520	FLEX SPEND INSURANCE W/H	4,897.32	
10-22600	DEFERRED COMP - NATIONWIDE	6,699.80	
10-22610	DEFERRED COMP - VOYA / ING	1,835.00	
10-23110	RM TXS COLL. FOR CONV AUTH 5/8	71,542.81	
10-23120	RM TAXES COLL. FOR STATE 3/8	6,707.14	
10-23130	TRANSIENT LODGING TRANSPORT.	17,885.70	
10-23140	ROOM TAXES FOR SCHOOLS	29,064.23	
10-23145	3% ROOM TAX (SCHOOLS 7/1/09)	53,657.11	
10-23200	COURT FUNDS HELD	49,370.00	
10-23240	COUNTY-TRANSPORT. DEVEL. FEES	15,400.00	
	TOTAL LIABILITIES		1,269,693.67

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
10-29800	BALANCE - BEGINNING OF YEAR	4,974,739.40	
10-29810	RESERVE - RESOLUTION #777	2,150,185.00	
10-29825	RESERVE - REC FEE INCREMENT	619.82	
	REVENUE OVER EXPENDITURES - YTD	(741,681.66)	
	BALANCE - CURRENT DATE	6,383,862.56	
	TOTAL FUND EQUITY		6,383,862.56
	TOTAL LIABILITIES AND EQUITY		7,653,556.23

CITY OF MESQUITE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2016

GENERAL FUND

	PER. ACTUAL	ACTUAL YTD	ENCUMB.	TOTAL	BUDGET	VARIANCE	%
<u>TAXES</u>							
10-31-100 PROPERTY TAXES	125,170.66	125,170.66	.00	125,170.66	3,225,000.00	3,099,829.34	3.9
10-31-110 ROAD RTC ROOM TAX	17,885.70	32,885.70	.00	32,885.70	220,000.00	187,114.30	15.0
10-31-200 ROOM TAXES	35,771.41	65,771.41	.00	65,771.41	440,000.00	374,228.59	15.0
TOTAL TAXES	178,827.77	223,827.77	.00	223,827.77	3,885,000.00	3,661,172.23	5.8
<u>LICENSES AND PERMITS</u>							
10-32-100 BUSINESS LICENSES	53,229.85	109,348.80	.00	109,348.80	540,000.00	430,651.20	20.3
10-32-102 MASSAGE PERMITS	.00	700.00	.00	700.00	2,000.00	1,300.00	35.0
10-32-105 MEDICAL MARIJUANA LICENSE FEES (	25,680.13)	.00	.00	.00	224,000.00	224,000.00	.0
10-32-110 LIQUOR LICENSES	28,700.00	72,950.00	.00	72,950.00	150,000.00	77,050.00	48.6
10-32-120 GAMING LICENSES	.00	165,700.00	.00	165,700.00	350,000.00	184,300.00	47.3
10-32-160 VACATION RENTAL LICENSE	1,200.00	1,300.00	.00	1,300.00	4,500.00	3,200.00	28.9
10-32-200 BUILDING PERMITS	53,517.60	110,361.14	.00	110,361.14	600,000.00	489,638.86	18.4
10-32-300 ANIMAL CONTROL FEES	918.00	2,538.00	.00	2,538.00	13,000.00	10,462.00	19.5
10-32-500 ZONE VARIANCE FEES	3,305.00	3,380.00	.00	3,380.00	8,000.00	4,620.00	42.3
10-32-505 PLAN REVIEW FEES	3,400.00	6,400.00	.00	6,400.00	11,000.00	4,600.00	58.2
10-32-605 FRANCHISE FEES - TELEPHONE SVC	242.50	242.50	.00	242.50	77,500.00	77,257.50	.3
10-32-615 FRANCHISE FEES - CABLE SVCS	.00	.00	.00	.00	72,500.00	72,500.00	.0
TOTAL LICENSES AND PERMITS	118,832.82	472,920.44	.00	472,920.44	2,052,500.00	1,579,579.56	23.0
<u>INTERGOVERNMENTAL REVENUE</u>							
10-33-140 LVCVA - ROOM & GAMING TAXES	.00	.00	.00	.00	860,800.00	860,800.00	.0
10-33-232 EMPG GRANT (FIRE)	.00	.00	.00	.00	28,000.00	28,000.00	.0
10-33-235 CCSD - SRO & ATHLETIC EVENTS	.00	.00	.00	.00	62,000.00	62,000.00	.0
10-33-240 TASK FORCE JAG GRANTS	.00	.00	.00	.00	15,000.00	15,000.00	.0
10-33-242 JOINING FORCES TRAFFIC GRANT	.00	.00	.00	.00	55,000.00	55,000.00	.0
10-33-250 COUNTY GAMING LICENSES	.00	.00	.00	.00	415,000.00	415,000.00	.0
10-33-338 OTHER GRANTS (PD)	.00	.00	.00	.00	26,000.00	26,000.00	.0
10-33-460 STATE CONSOLIDATED TAX	650,000.00	1,250,000.00	.00	1,250,000.00	7,800,000.00	6,550,000.00	16.0
10-33-520 SILVER RIDER FUEL / R&M REIMB.	4,409.10	4,409.10	.00	4,409.10	104,000.00	99,590.90	4.2
10-33-550 SPECIAL AD VALOREM TRANS. TAX	.00	.00	.00	.00	72,500.00	72,500.00	.0
10-33-590 NDOT REIMB-WELCOME CENTER	700.00	700.00	.00	700.00	8,400.00	7,700.00	8.3
10-33-600 REGIONAL FLOOD CONTROL, CL.CO.	.00	.00	.00	.00	627,700.00	627,700.00	.0
TOTAL INTERGOVERNMENTAL REVE	655,109.10	1,255,109.10	.00	1,255,109.10	10,074,400.00	8,819,290.90	12.5

CITY OF MESQUITE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2016

GENERAL FUND

	PER. ACTUAL	ACTUAL YTD	ENCUMB.	TOTAL	BUDGET	VARIANCE	%
<u>CHARGES FOR SERVICES</u>							
10-34-100 CEMETERY CHARGE AND SALES	5,470.00	11,645.00	.00	11,645.00	15,000.00	3,355.00	77.6
10-34-200 PD - OTHER SERVICE FEES	245.00	509.00	.00	509.00	.00	(509.00)	.0
10-34-205 BEAVER DAM DISPATCH SVC MOU	.00	.00	.00	.00	47,300.00	47,300.00	.0
10-34-300 PD - JAIL SERVICES	.00	.00	.00	.00	10,500.00	10,500.00	.0
10-34-305 PD - COURT BAILIFF SERVICES	.00	5,000.00	.00	5,000.00	.00	(5,000.00)	.0
10-34-310 PD: INMATE HOUSING (NEW FY16)	12,607.00	12,909.00	.00	12,909.00	65,000.00	52,091.00	19.9
10-34-400 RECREATION CHARGES	14,941.50	33,795.50	.00	33,795.50	215,000.00	181,204.50	15.7
10-34-405 REC CENTER FEE INCREMENT "	2,069.00	5,184.00	.00	5,184.00	28,000.00	22,816.00	18.5
10-34-500 AMBULANCE FEES	58,632.75	109,854.40	.00	109,854.40	1,120,000.00	1,010,145.60	9.8
10-34-510 FIRE DEPT. FEES	.00	300.00	.00	300.00	13,000.00	12,700.00	2.3
10-34-610 RESID. GARBAGE SERVICE CHGS.	305.45	258,868.38	.00	258,868.38	1,031,200.00	772,331.62	25.1
10-34-611 SANITATION SVC FUEL SURCHARGE	2.40	2,190.20	.00	2,190.20	15,000.00	12,809.80	14.6
10-34-612 GARBAGE CAN RENTAL FEES	96.00	28,283.75	.00	28,283.75	112,000.00	83,716.25	25.3
10-34-620 GARBAGE DUMP FEE	30,094.46	30,094.46	.00	30,094.46	379,700.00	349,605.54	7.9
10-34-640 PW INSPECTIONS & FEES	2,506.29	910.00	.00	910.00	1,500.00	590.00	60.7
10-34-660 SPECIAL EVENT FEES	.00	35.00	.00	35.00	1,200.00	1,165.00	2.9
10-34-700 MUSEUM MISC. FEES	355.90	860.75	.00	860.75	5,000.00	4,139.25	17.2
TOTAL CHARGES FOR SERVICES	127,325.75	500,439.44	.00	500,439.44	3,059,400.00	2,558,960.56	16.4
<u>FINES AND FORFEITURES</u>							
10-35-200 FINES AND FORFEITURES	36,069.00	50,082.00	.00	50,082.00	325,000.00	274,918.00	15.4
10-35-300 MISC COURT FEES	375.00	445.50	.00	445.50	2,500.00	2,054.50	17.8
TOTAL FINES AND FORFEITURES	36,444.00	50,527.50	.00	50,527.50	327,500.00	276,972.50	15.4
<u>MISCELLANEOUS REVENUE</u>							
10-36-120 SALES OF ASSETS	200.00	200.00	.00	200.00	.00	(200.00)	.0
10-36-510 SPORTS MARKETING REVENUE	.00	.00	.00	.00	30,000.00	30,000.00	.0
10-36-635 CC LIBRARY DISTRICT-WATER FEES	1,154.00	1,154.00	.00	1,154.00	6,300.00	5,146.00	18.3
TOTAL MISCELLANEOUS REVENUE	1,354.00	1,354.00	.00	1,354.00	36,300.00	34,946.00	3.7
<u>OTHER REVENUE</u>							
10-38-100 INTEREST EARNINGS	11,186.36	41,475.64	.00	41,475.64	72,500.00	31,024.36	57.2
10-38-200 SIGN RENTAL	817.92	1,635.84	.00	1,635.84	9,700.00	8,064.16	16.9
10-38-230 FIRE / AMB COMMUNITY TRAINING	.00	855.00	.00	855.00	1,500.00	645.00	57.0
10-38-700 CITY FACILITIES RENTAL FEES	1,880.00	2,820.00	.00	2,820.00	11,280.00	8,460.00	25.0
10-38-701 CITY RENTAL EXPENSES	(1,637.25)	(2,491.19)	.00	(2,491.19)	(34,000.00)	(31,508.81)	(7.3)
10-38-710 COURT FACILITY RENTAL	3,082.03	8,956.19	.00	8,956.19	36,300.00	27,343.81	24.7
10-38-720 LEASEHOLD REVENUE	12,328.65	18,588.79	.00	18,588.79	96,000.00	77,411.21	19.4
10-38-900 MISCELLANEOUS REVENUE	115.00	145.00	.00	145.00	10,000.00	9,855.00	1.5
TOTAL OTHER REVENUE	27,772.71	71,985.27	.00	71,985.27	203,280.00	131,294.73	35.4

CITY OF MESQUITE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2016

GENERAL FUND

		PER. ACTUAL	ACTUAL YTD	ENCUMB.	TOTAL	BUDGET	VARIANCE	%
	CONTRIBUTIONS AND TRANSFERS							
10-39-915	TRSFR FROM SRF#15 - COURT ADM	833.33	1,666.66	.00	1,666.66	10,000.00	8,333.34	16.7
10-39-919	TRSFR FROM #19 FORENSIC SVCS	291.67	583.34	.00	583.34	3,500.00	2,916.66	16.7
10-39-923	TRSFR FROM MORE COPS FUND 23	4,166.67	8,333.34	.00	8,333.34	50,000.00	41,666.66	16.7
10-39-925	TRSFR FROM #25 REDEVELOPMENT	84,705.50	169,411.00	.00	169,411.00	1,016,466.00	847,055.00	16.7
10-39-962	TRSFR FROM TECHNOLOGY FUND	3,223.33	6,446.66	.00	6,446.66	38,680.00	32,233.34	16.7
	TOTAL CONTRIBUTIONS AND TRANSF	93,220.50	186,441.00	.00	186,441.00	1,118,646.00	932,205.00	16.7
	TOTAL FUND REVENUE	1,238,886.65	2,762,604.52	.00	2,762,604.52	20,757,026.00	17,994,421.48	13.3

CITY OF MESQUITE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2016

GENERAL FUND

	PER. ACTUAL	YTD ACTUAL	EMCUMB.	TOTAL	BUDGET	VARIANCE	%
<u>MAYOR & COUNCIL</u>							
10-41-110 SALARIES	7,226.74	15,207.12	.00	15,207.12	93,728.00	78,520.88	16.2
10-41-112 VAC/SICK BUYOUT	.00	258.60	.00	258.60	.00	(258.60)	.0
10-41-113 LONGEVITY PAY	.00	.00	.00	.00	200.00	200.00	.0
10-41-120 OVERTIME	63.03	63.03	.00	63.03	125.00	61.97	50.4
10-41-130 EMPLOYEE BENEFITS	8,130.16	16,358.86	.00	16,358.86	101,711.00	85,352.14	16.1
10-41-210 BOOKS, SUBSCRIPTIONS & MEMBERS	8,521.28	10,473.25	.00	10,473.25	17,900.00	7,426.75	58.5
10-41-230 TRAVEL & TRAINING	16.73	620.08	.00	620.08	8,500.00	7,879.92	7.3
10-41-240 OFFICE EXPENSE & SUPPLIES	6.85	8.00	.00	8.00	1,000.00	992.00	.8
10-41-290 TELEPHONE	254.40	508.80	.00	508.80	3,550.00	3,041.20	14.3
10-41-310 PROFESSIONAL & TECHNICAL SVCS	.00	5,000.00	.00	5,000.00	30,000.00	25,000.00	16.7
10-41-610 MISCELLANEOUS SUPPLIES	109.97	109.97	.00	109.97	4,500.00	4,390.03	2.4
10-41-620 MISCELLANEOUS SERVICE	54.00	1,054.00	.00	1,054.00	3,200.00	2,146.00	32.9
TOTAL MAYOR & COUNCIL	24,383.16	49,661.71	.00	49,661.71	264,414.00	214,752.29	18.8
<u>CITY MANAGER</u>							
10-43-110 SALARIES	11,003.89	23,303.41	.00	23,303.41	141,475.00	118,171.59	16.5
10-43-112 VAC/SICK BUYOUT	.00	784.63	.00	784.63	7,904.00	7,119.37	9.9
10-43-113 LONGEVITY PAY	.00	.00	.00	.00	873.00	873.00	.0
10-43-120 OVERTIME	63.03	63.03	.00	63.03	125.00	61.97	50.4
10-43-130 EMPLOYEE BENEFITS	4,850.14	10,090.76	.00	10,090.76	60,843.00	50,752.24	16.6
10-43-210 BOOKS, SUBSCRIPTIONS & MEMBERS	975.00	975.00	.00	975.00	1,600.00	625.00	60.9
10-43-230 TRAVEL & TRAINING	.00	.00	.00	.00	5,200.00	5,200.00	.0
10-43-240 OFFICE EXPENSE & SUPPLIES	.00	5.33	.00	5.33	500.00	494.67	1.1
10-43-290 TELEPHONE	101.10	202.20	.00	202.20	1,230.00	1,027.80	16.4
10-43-610 MISCELLANEOUS SUPPLIES	57.12	57.12	.00	57.12	1,500.00	1,442.88	3.8
TOTAL CITY MANAGER	17,050.28	35,481.48	.00	35,481.48	221,250.00	185,768.52	16.0
<u>CITY CLERK</u>							
10-44-110 SALARIES	4,807.70	10,120.20	.00	10,120.20	62,504.00	52,383.80	16.2
10-44-130 EMPLOYEE BENEFITS	2,353.92	4,756.51	.00	4,756.51	32,064.00	27,307.49	14.8
10-44-210 BOOKS, SUBSCRIPTIONS & MEMBERS	.00	.00	.00	.00	500.00	500.00	.0
10-44-220 PUBLIC NOTICES	288.00	885.40	.00	885.40	4,000.00	3,114.60	22.1
10-44-230 TRAVEL AND TRAINING	(47.36)	(47.36)	.00	(47.36)	.00	47.36	.0
10-44-240 OFFICE EXPENSE & SUPPLIES	6.00	58.93	.00	58.93	700.00	641.07	8.4
10-44-310 PROFESSIONAL & TECHNICAL SVCS	228.27	228.27	.00	228.27	7,850.00	7,621.73	2.9
TOTAL CITY CLERK	7,636.53	16,001.95	.00	16,001.95	107,618.00	91,616.05	14.9

CITY OF MESQUITE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2016

GENERAL FUND

	PER. ACTUAL	YTD ACTUAL	EMCUMB.	TOTAL	BUDGET	VARIANCE	%
<u>FINANCE</u>							
10-46-110 SALARIES	10,196.18	21,468.02	.00	21,468.02	132,546.00	111,077.98	16.2
10-46-112 VAC/SICK BUYOUT	.00	.00	.00	.00	9,325.00	9,325.00	.0
10-46-113 LONGEVITY PAY	.00	.00	.00	.00	930.00	930.00	.0
10-46-130 EMPLOYEE BENEFITS	4,807.47	9,916.83	.00	9,916.83	61,332.00	51,415.17	16.2
10-46-210 BOOKS, SUBSCRIPTIONS & MEMBERS	4,850.00	4,850.00	.00	4,850.00	300.00	(4,550.00)	1616.7
10-46-230 TRAVEL & TRAINING	.00	850.00	.00	850.00	4,000.00	3,150.00	21.3
10-46-240 OFFICE EXPENSE & SUPPLIES	.00	.00	.00	.00	1,100.00	1,100.00	.0
10-46-310 PROFESSIONAL & TECHNICAL SVCS	461.07	1,215.21	.00	1,215.21	53,650.00	52,434.79	2.3
TOTAL FINANCE	20,314.72	38,300.06	.00	38,300.06	263,183.00	224,882.94	14.6
<u>INFORMATION TECHNOLOGY</u>							
10-47-110 SALARIES	19,168.42	40,332.05	.00	40,332.05	249,526.00	209,193.95	16.2
10-47-112 VAC/SICK BUYOUT	.00	.00	.00	.00	12,380.00	12,380.00	.0
10-47-113 LONGEVITY PAY	.00	.00	.00	.00	4,850.00	4,850.00	.0
10-47-130 EMPLOYEE BENEFITS	10,180.85	20,947.19	.00	20,947.19	131,929.00	110,981.81	15.9
10-47-230 TRAVEL & TRAINING	39.00	1,793.00	.00	1,793.00	2,000.00	207.00	89.7
10-47-240 OFFICE EXPENSE & SUPPLIES	764.84	1,119.52	.00	1,119.52	10,150.00	9,030.48	11.0
10-47-260 EQUIPMENT (NON CAPITALIZED)	19,881.52	8,381.52	.00	8,381.52	82,000.00	73,618.48	10.2
10-47-290 TELEPHONE	183.30	406.69	.00	406.69	2,500.00	2,093.31	16.3
10-47-310 PROFESSIONAL & TECHNICAL SVCS	50,101.88	227,471.72	.00	227,471.72	381,300.00	153,828.28	59.7
TOTAL INFORMATION TECHNOLOGY	100,319.81	300,451.69	.00	300,451.69	876,635.00	576,183.31	34.3
<u>PERSONNEL</u>							
10-48-110 SALARIES	5,041.62	10,587.41	.00	10,587.41	65,541.00	54,953.59	16.2
10-48-112 VAC/SICK BUYOUT	.00	.00	.00	.00	5,883.00	5,883.00	.0
10-48-113 LONGEVITY PAY	.00	.00	.00	.00	1,750.00	1,750.00	.0
10-48-130 EMPLOYEE BENEFITS	2,603.77	5,369.36	.00	5,369.36	33,491.00	28,121.64	16.0
10-48-210 BOOKS, SUBSCRIPTIONS & MEMBERS	.00	1,168.75	.00	1,168.75	1,400.00	231.25	83.5
10-48-220 PUBLIC NOTICES	60.00	120.00	.00	120.00	1,000.00	880.00	12.0
10-48-240 OFFICE EXPENSE & SUPPLIES	.00	43.20	.00	43.20	1,000.00	956.80	4.3
10-48-290 TELEPHONE	51.10	102.20	.00	102.20	650.00	547.80	15.7
10-48-310 PROFESSIONAL & TECHNICAL SVCS	.00	.00	.00	.00	1,000.00	1,000.00	.0
10-48-620 PERSONNEL COSTS	30.00	60.00	.00	60.00	1,010.00	950.00	5.9
TOTAL PERSONNEL	7,786.49	17,450.92	.00	17,450.92	112,725.00	95,274.08	15.5

CITY OF MESQUITE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2016

GENERAL FUND

	PER. ACTUAL	YTD ACTUAL	EMCUMB.	TOTAL	BUDGET	VARIANCE	%
<u>NON-DEPARTMENTAL</u>							
10-49-130 BENEFITS ADJUSTMENT	.00	1,673.26	.00	1,673.26	12,000.00	10,326.74	13.9
10-49-240 OFFICE EXPENSE & SUPPLIES	(208.07)	1,957.18	.00	1,957.18	8,250.00	6,292.82	23.7
10-49-250 EQUIPMENT SUPPLIES & MAINT NC	1,390.47	7,986.19	.00	7,986.19	47,000.00	39,013.81	17.0
10-49-270 UTILITIES (CITY SANITATION)	.00	1,227.72	.00	1,227.72	5,000.00	3,772.28	24.6
10-49-281 UTILITIES - ELECTRICITY	3,872.24	3,872.24	.00	3,872.24	49,000.00	45,127.76	7.9
10-49-282 UTILITIES - WATER	1,510.50	3,111.50	.00	3,111.50	19,000.00	15,888.50	16.4
10-49-290 TELEPHONE	1,025.49	3,149.38	.00	3,149.38	18,000.00	14,850.62	17.5
10-49-510 INSURANCE	23,406.67	47,698.34	.00	47,698.34	330,000.00	282,301.66	14.5
10-49-691 DISTR EXP: FACILITIES MAINT	3,650.00	7,300.00	.00	7,300.00	43,800.00	36,500.00	16.7
10-49-692 DIST EXP: SOLID WASTE	91.67	183.34	.00	183.34	1,100.00	916.66	16.7
10-49-693 DIST EXP: VEHICLE MAINT	800.00	1,600.00	.00	1,600.00	9,600.00	8,000.00	16.7
10-49-695 BANK/ CREDIT CARD CHARGES	.00	1,466.75	.00	1,466.75	14,500.00	13,033.25	10.1
TOTAL NON-DEPARTMENTAL	35,538.97	81,225.90	.00	81,225.90	557,250.00	476,024.10	14.6

CITY ATTORNEY

10-50-110 SALARIES	14,134.80	29,168.28	.00	29,168.28	174,508.00	145,339.72	16.7
10-50-112 VAC/SICK BUYOUT	.00	.00	.00	.00	870.00	870.00	.0
10-50-113 LONGEVITY PAY	.00	.00	.00	.00	2,425.00	2,425.00	.0
10-50-130 EMPLOYEE BENEFITS	6,296.49	15,107.72	.00	15,107.72	84,931.00	69,823.28	17.8
10-50-210 BOOKS, SUBSCRIPTIONS & MEMBERS	491.26	502.26	.00	502.26	9,030.00	8,527.74	5.6
10-50-230 TRAVEL & TRAINING	121.47	121.47	.00	121.47	6,000.00	5,878.53	2.0
10-50-240 OFFICE EXPENSE & SUPPLIES	59.33	76.71	.00	76.71	900.00	823.29	8.5
10-50-290 TELEPHONE	61.10	122.20	.00	122.20	950.00	827.80	12.9
10-50-310 PROFESSIONAL & TECHNICAL SVCS	6,964.48	6,964.48	.00	6,964.48	52,950.00	45,985.52	13.2
TOTAL CITY ATTORNEY	28,128.93	52,063.12	.00	52,063.12	332,564.00	280,500.88	15.7

JUDICIAL / MUNICIPAL COURT

10-51-110 SALARIES	12,832.65	26,916.14	.00	26,916.14	168,097.00	141,180.86	16.0
10-51-112 VAC/SICK BUYOUT	.00	.00	.00	.00	8,067.00	8,067.00	.0
10-51-113 LONGEVITY PAY	.00	.00	.00	.00	6,050.00	6,050.00	.0
10-51-120 OVERTIME	93.69	203.00	.00	203.00	1,200.00	997.00	16.9
10-51-130 EMPLOYEE BENEFITS	7,108.59	14,584.37	.00	14,584.37	90,952.00	76,367.63	16.0
10-51-210 BOOKS, SUBSCRIPTIONS & MEMBERS	.00	.00	.00	.00	100.00	100.00	.0
10-51-240 OFFICE EXPENSE & SUPPLIES	566.85	586.05	.00	586.05	2,800.00	2,213.95	20.9
10-51-290 TELEPHONE	31.47	62.97	.00	62.97	400.00	337.03	15.7
10-51-310 PROFESSIONAL & TECHNICAL SVCS	3,255.00	11,649.00	.00	11,649.00	43,000.00	31,351.00	27.1
10-51-610 MISCELLANEOUS SUPPLIES	17.49	17.49	.00	17.49	750.00	732.51	2.3
10-51-691 DISTR EXP: FACILITIES MAINT	225.00	450.00	.00	450.00	2,700.00	2,250.00	16.7
10-51-695 BANK / CREDIT CARD CHARGES	575.23	575.23	.00	575.23	5,000.00	4,424.77	11.5
TOTAL JUDICIAL / MUNICIPAL COURT	24,705.97	55,044.25	.00	55,044.25	329,116.00	274,071.75	16.7

CITY OF MESQUITE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2016

GENERAL FUND

	PER. ACTUAL	YTD ACTUAL	EMCUMB.	TOTAL	BUDGET	VARIANCE	%
<u>POLICE</u>							
10-54-110 SALARIES	129,073.84	278,189.84	.00	278,189.84	1,813,046.00	1,534,856.16	15.3
10-54-112 VAC/SICK BUYOUT	.00	.00	.00	.00	74,255.00	74,255.00	.0
10-54-113 LONGEVITY PAY	2,275.00	3,775.00	.00	3,775.00	32,825.00	29,050.00	11.5
10-54-115 UNIFORM ALLOWANCE	.00	.00	.00	.00	42,000.00	42,000.00	.0
10-54-116 EDUCATION ASSISTANCE PAY	1,050.00	2,625.00	.00	2,625.00	13,650.00	11,025.00	19.2
10-54-120 OVERTIME	7,836.85	14,166.17	.00	14,166.17	57,000.00	42,833.83	24.9
10-54-130 EMPLOYEE BENEFITS	89,054.93	193,777.36	.00	193,777.36	1,173,672.00	979,894.64	16.5
10-54-210 BOOKS, SUBSCRIPTIONS & MEMBERS	.00	250.00	.00	250.00	1,500.00	1,250.00	16.7
10-54-230 TRAVEL & TRAINING	6,104.82	10,965.09	.00	10,965.09	37,000.00	26,034.91	29.6
10-54-240 OFFICE EXPENSES & SUPPLIES	(66.74)	1,525.40	.00	1,525.40	10,200.00	8,674.60	15.0
10-54-250 EQUIPMENT SUPPLIES & MAIN NC	913.46	913.46	.00	913.46	30,800.00	29,886.54	3.0
10-54-260 EQUIPMENT (NON-CAPITALIZED)	.00	.00	.00	.00	11,750.00	11,750.00	.0
10-54-281 UTILITIES - ELECTRICITY	5,868.16	5,868.16	.00	5,868.16	69,600.00	63,731.84	8.4
10-54-282 UTILITIES - WATER	563.00	921.00	.00	921.00	7,100.00	6,179.00	13.0
10-54-283 UTILITIES - SANITATION SVC	.00	1,107.80	.00	1,107.80	4,450.00	3,342.20	24.9
10-54-284 UTILITIES - CABLE SVC	51.30	104.14	.00	104.14	600.00	495.86	17.4
10-54-290 TELEPHONE	2,464.41	7,553.48	.00	7,553.48	30,300.00	22,746.52	24.9
10-54-310 PROFESSIONAL & TECHNICAL SVCS	4,793.65	6,638.56	.00	6,638.56	38,900.00	32,261.44	17.1
10-54-320 GENERAL HEALTH SERVICES	1,150.00	1,150.00	.00	1,150.00	16,175.00	15,025.00	7.1
10-54-610 MISCELLANEOUS SUPPLIES	949.97	4,535.19	.00	4,535.19	39,470.00	34,934.81	11.5
10-54-620 MISC SERVICES	.00	.00	.00	.00	1,450.00	1,450.00	.0
10-54-691 DISTR EXP: FACILITIES MAINT	1,508.33	3,016.66	.00	3,016.66	18,100.00	15,083.34	16.7
10-54-692 DIST EXP: SOLID WASTE	116.67	233.34	.00	233.34	1,400.00	1,166.66	16.7
10-54-693 DIST EXP: VEHICLE MAINT	9,500.00	19,000.00	.00	19,000.00	114,000.00	95,000.00	16.7
10-54-700 ARRA / CLV JAG EXPENDITURES	7,500.00	7,500.00	.00	7,500.00	.00	(7,500.00)	.0
10-54-740 CAPITAL OUTLAY	17,993.00	17,993.00	25,102.00	43,095.00	43,100.00	5.00	100.0
TOTAL POLICE	288,700.65	581,808.65	25,102.00	606,910.65	3,682,343.00	3,075,432.35	16.5
<u>PD - CORRECTIONS DIVISION</u>							
10-55-110 SALARIES	31,903.42	69,480.52	.00	69,480.52	452,128.00	382,647.48	15.4
10-55-112 VAC/SICK BUYOUT	.00	.00	.00	.00	16,376.00	16,376.00	.0
10-55-113 LONGEVITY PAY	.00	.00	.00	.00	8,550.00	8,550.00	.0
10-55-115 UNIFORM ALLOWANCE	.00	.00	.00	.00	14,000.00	14,000.00	.0
10-55-116 EDUCATION ASSISTANCE PAY	250.00	625.00	.00	625.00	3,250.00	2,625.00	19.2
10-55-120 OVERTIME	2,001.04	3,518.33	.00	3,518.33	15,000.00	11,481.67	23.5
10-55-130 EMPLOYEE BENEFITS	24,358.92	50,559.10	.00	50,559.10	322,292.00	271,732.90	15.7
10-55-230 TRAVEL & TRAINING	.00	.00	.00	.00	1,500.00	1,500.00	.0
10-55-240 OFFICE EXPENSE & SUPPLIES	30.47	30.47	.00	30.47	500.00	469.53	6.1
10-55-281 UTILITIES - ELECTRICITY	2,879.20	2,879.20	.00	2,879.20	29,800.00	26,920.80	9.7
10-55-282 UTILITIES - WATER	2,227.00	4,716.50	.00	4,716.50	14,700.00	9,983.50	32.1
10-55-283 UTILITIES - SANITATION SVC	.00	412.19	.00	412.19	1,650.00	1,237.81	25.0
10-55-310 PROFESSIONAL & TECHNICAL SVCS	1,877.00	1,877.00	.00	1,877.00	11,350.00	9,473.00	16.5
10-55-320 GENERAL HEALTH SERVICES	.00	121.00	.00	121.00	4,075.00	3,954.00	3.0
10-55-610 MISC SUPP - C & C PRISONERS	716.79	1,217.11	.00	1,217.11	16,100.00	14,882.89	7.6
10-55-620 MISC SVCS - C & C OF PRISONERS	5,785.09	10,019.49	.00	10,019.49	70,400.00	60,380.51	14.2
10-55-691 DISTR EXP: FACILITIES MAINT	245.83	491.66	.00	491.66	2,950.00	2,458.34	16.7
10-55-692 DIST EXP: SOLID WASTE	62.50	125.00	.00	125.00	750.00	625.00	16.7
TOTAL PD - CORRECTIONS DIVISION	72,337.26	146,072.57	.00	146,072.57	985,371.00	839,298.43	14.8

CITY OF MESQUITE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2016

GENERAL FUND

	PER. ACTUAL	YTD ACTUAL	EMCUMB.	TOTAL	BUDGET	VARIANCE	%
<u>PD - DISPATCH DIVISION</u>							
10-56-110 SALARIES	25,900.60	57,221.26	.00	57,221.26	406,153.00	348,931.74	14.1
10-56-112 VAC/SICK BUYOUT	.00	.00	.00	.00	6,619.00	6,619.00	.0
10-56-113 LONGEVITY PAY	.00	.00	.00	.00	10,700.00	10,700.00	.0
10-56-120 OVERTIME	2,959.62	6,171.49	.00	6,171.49	52,000.00	45,828.51	11.9
10-56-130 EMPLOYEE BENEFITS	16,151.51	33,202.17	.00	33,202.17	245,242.00	212,039.83	13.5
10-56-230 TRAVEL & TRAINING	.00	.00	.00	.00	3,400.00	3,400.00	.0
10-56-610 MISCELLANOUS SUPPLIES	940.50	940.50	.00	940.50	4,000.00	3,059.50	23.5
TOTAL PD - DISPATCH DIVISION	45,952.23	97,535.42	.00	97,535.42	728,114.00	630,578.58	13.4
<u>FIRE / RESCUE</u>							
10-57-110 SALARIES	124,613.74	264,088.42	.00	264,088.42	1,797,181.00	1,533,092.58	14.7
10-57-112 VAC/SICK BUYOUT	.00	.00	.00	.00	35,463.00	35,463.00	.0
10-57-113 LONGEVITY PAY	3,750.00	6,625.00	.00	6,625.00	24,550.00	17,925.00	27.0
10-57-115 UNIFORM ALLOWANCE	.00	3,630.00	.00	3,630.00	3,630.00	.00	100.0
10-57-120 OVERTIME	15,323.34	28,645.78	.00	28,645.78	198,006.00	169,360.22	14.5
10-57-130 EMPLOYEE BENEFITS	92,633.63	190,767.68	.00	190,767.68	1,241,664.00	1,050,896.32	15.4
10-57-210 BOOKS, SUBSCRIPTIONS & MEMBERS	335.00	790.00	.00	790.00	6,000.00	5,210.00	13.2
10-57-230 TRAVEL & TRAINING	1,334.92	1,878.92	.00	1,878.92	17,500.00	15,621.08	10.7
10-57-240 OFFICE EXPENSE & SUPPLIES	100.26	127.49	.00	127.49	3,500.00	3,372.51	3.6
10-57-250 EQUIPMENT SUPPLIES & MAINT NC	1,577.41	5,043.78	.00	5,043.78	88,100.00	83,056.22	5.7
10-57-281 UTILITIES - ELECTRICITY	2,744.67	2,744.67	.00	2,744.67	27,100.00	24,355.33	10.1
10-57-282 UTILITIES - WATER	734.00	1,481.50	.00	1,481.50	8,850.00	7,368.50	16.7
10-57-283 UTILITIES - SANITATION SVC	.00	707.46	.00	707.46	2,900.00	2,192.54	24.4
10-57-290 TELEPHONE	815.15	1,356.90	.00	1,356.90	14,600.00	13,243.10	9.3
10-57-310 PROFESSIONAL & TECHNICAL SVCS	4,093.36	4,171.16	.00	4,171.16	80,770.00	76,598.84	5.2
10-57-320 GENERAL HEALTH SERVICES	611.00	723.25	.00	723.25	11,000.00	10,276.75	6.6
10-57-610 MISCELLANOUS SUPPLIES	1,042.94	2,024.36	.00	2,024.36	31,000.00	28,975.64	6.5
10-57-615 EMS SUPPLIES	4,797.40	13,164.59	.00	13,164.59	66,500.00	53,335.41	19.8
10-57-620 MISC SERVICES	.00	.00	.00	.00	250.00	250.00	.0
10-57-691 DISTR EXP: FACILITIES MAINT	1,208.35	2,416.70	.00	2,416.70	14,500.00	12,083.30	16.7
10-57-692 DIST EXP: SOLID WASTE	195.82	391.64	.00	391.64	2,350.00	1,958.36	16.7
10-57-693 DIST EXP: VEHICLE MAINT	4,500.00	9,000.00	.00	9,000.00	54,000.00	45,000.00	16.7
10-57-695 BANK/ CREDIT CARD CHARGES	.00	510.88	.00	510.88	5,400.00	4,889.12	9.5
10-57-703 EMPG GRANT EXPENDITURES	.00	.00	.00	.00	28,000.00	28,000.00	.0
TOTAL FIRE / RESCUE	260,410.99	540,290.18	.00	540,290.18	3,762,814.00	3,222,523.82	14.4

CITY OF MESQUITE
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GENERAL FUND

	PER. ACTUAL	YTD ACTUAL	EMCUMB.	TOTAL	BUDGET	VARIANCE	%
<u>PUBLIC WORKS</u>							
10-60-110 SALARIES	4,893.08	10,428.37	.00	10,428.37	63,606.00	53,177.63	16.4
10-60-112 VAC/SICK BUYOUT	.00	.00	.00	.00	4,518.00	4,518.00	.0
10-60-113 LONGEVITY PAY	.00	.00	.00	.00	1,260.00	1,260.00	.0
10-60-115 UNIFORM ALLOWANCE	.00	37.50	.00	37.50	31.00	(6.50)	121.0
10-60-120 OVERTIME	.00	12.46	.00	12.46	1,000.00	987.54	1.3
10-60-130 EMPLOYEE BENEFITS	2,353.72	4,896.87	.00	4,896.87	30,135.00	25,238.13	16.3
10-60-230 TRAVEL & TRAINING	.00	.00	.00	.00	200.00	200.00	.0
10-60-260 EQUIPMENT	.00	.00	.00	.00	1,000.00	1,000.00	.0
10-60-290 TELEPHONE	150.75	301.67	.00	301.67	1,875.00	1,573.33	16.1
10-60-310 PROFESSIONAL & TECHNICAL SVCS	364.86	578.71	.00	578.71	2,800.00	2,221.29	20.7
10-60-320 GRNERAL HEALTH SERVICES	.00	.00	.00	.00	500.00	500.00	.0
10-60-610 MISCELLANOUS SUPPLIES	224.80	269.85	.00	269.85	1,600.00	1,330.15	16.9
TOTAL PUBLIC WORKS	7,987.21	16,525.43	.00	16,525.43	108,525.00	91,999.57	15.2
<u>DEVELOPMENT SERVICES</u>							
10-61-110 SALARIES	25,243.69	53,904.96	.00	53,904.96	338,171.00	284,266.04	15.9
10-61-112 VAC/SICK BUYOUT	.00	.00	.00	.00	19,182.00	19,182.00	.0
10-61-113 LONGEVITY PAY	.00	.00	.00	.00	8,600.00	8,600.00	.0
10-61-120 OVERTIME	.00	.00	.00	.00	2,000.00	2,000.00	.0
10-61-130 EMPLOYEE BENEFITS	12,942.73	26,624.73	.00	26,624.73	168,108.00	141,483.27	15.8
10-61-210 BOOKS, SUBSCRIPTIONS & MEMBERS	.00	285.00	.00	285.00	1,990.00	1,705.00	14.3
10-61-220 PUBLIC NOTICES	135.60	249.32	.00	249.32	1,000.00	750.68	24.9
10-61-230 TRAVEL & TRAINING	1,077.00	1,077.00	.00	1,077.00	2,500.00	1,423.00	43.1
10-61-240 OFFICE EXPENSE & SUPPLIES	185.45	857.06	.00	857.06	3,355.00	2,497.94	25.6
10-61-290 TELEPHONE	102.20	404.39	.00	404.39	1,400.00	995.61	28.9
10-61-310 PROFESSIONAL & TECHNICAL SVCS	.00	.00	.00	.00	3,400.00	3,400.00	.0
10-61-610 MISCELLANEOUS SUPPLIES	.00	.00	.00	.00	20,250.00	20,250.00	.0
TOTAL DEVELOPMENT SERVICES	39,686.67	83,402.46	.00	83,402.46	569,956.00	486,553.54	14.6
<u>FACILITY MAINTENANCE</u>							
10-63-110 SALARIES	12,644.65	27,202.82	.00	27,202.82	174,991.00	147,788.18	15.6
10-63-112 VAC/SICK BUYOUT	.00	.00	.00	.00	5,671.00	5,671.00	.0
10-63-113 LONGEVITY PAY	.00	.00	.00	.00	7,725.00	7,725.00	.0
10-63-115 UNIFORM ALLOWANCE	.00	1,200.00	.00	1,200.00	1,600.00	400.00	75.0
10-63-120 OVERTIME	816.40	1,918.49	.00	1,918.49	2,800.00	881.51	68.5
10-63-130 EMPLOYEE BENEFITS	7,355.28	15,141.86	.00	15,141.86	94,672.00	79,530.14	16.0
10-63-230 TRAVEL & TRAINING	.00	.00	.00	.00	800.00	800.00	.0
10-63-250 EQUIPMENT SUPPLIES & MAINT NC	3,440.06	3,593.42	.00	3,593.42	30,500.00	26,906.58	11.8
10-63-280 UTILITIES	.00	.00	.00	.00	20,500.00	20,500.00	.0
10-63-281 UTILITIES - ELECTRICITY	37.07	37.07	.00	37.07	1,650.00	1,612.93	2.3
10-63-290 TELEPHONE	112.20	224.40	.00	224.40	1,350.00	1,125.60	16.6
10-63-310 PROFESSIONAL & TECHNICAL SVCS	2,527.90	11,518.70	8,694.26	20,212.96	76,280.00	56,067.04	26.5
10-63-610 MISCELLANEOUS SUPPLIES	5,107.63	9,672.62	.00	9,672.62	84,000.00	74,327.38	11.5
10-63-690 EXP DISTRIBUTION TO OTHER DEPT	(15,516.67)	(31,033.34)	.00	(31,033.34)	(186,200.00)	(155,166.66)	(16.7)
10-63-691 DISTR EXP: FACILITIES MAINT	558.33	1,116.66	.00	1,116.66	6,700.00	5,583.34	16.7
10-63-693 DIST EXP: VEHICLE MAINT	400.00	800.00	.00	800.00	4,800.00	4,000.00	16.7
TOTAL FACILITY MAINTENANCE	17,482.85	41,392.70	8,694.26	50,086.96	327,839.00	277,752.04	15.3

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	PER. ACTUAL	YTD ACTUAL	EMCUMB.	TOTAL	BUDGET	VARIANCE	%
<u>STREETS & DRAINAGE</u>							
10-65-110 SALARIES	22,482.12	49,706.83	.00	49,706.83	248,275.00	198,568.17	20.0
10-65-112 VAC/SICK BUYOUT	.00	.00	.00	.00	5,585.00	5,585.00	.0
10-65-113 LONGEVITY PAY	.00	.00	.00	.00	8,525.00	8,525.00	.0
10-65-115 UNIFORM ALLOWANCE	.00	2,400.00	.00	2,400.00	2,000.00	(400.00)	120.0
10-65-120 OVERTIME	108.96	144.99	.00	144.99	2,500.00	2,355.01	5.8
10-65-130 EMPLOYEE BENEFITS	11,103.81	23,095.48	.00	23,095.48	135,998.00	112,902.52	17.0
10-65-230 TRAVEL & TRAINING	.00	.00	.00	.00	1,500.00	1,500.00	.0
10-65-250 EQUIPMENT SUPPLIES & MAINT NC	4,634.53	8,580.82	2,134.40	10,715.22	35,000.00	24,284.78	30.6
10-65-280 ELECTRICITY - STREET LIGHTS	17,266.90	17,266.90	.00	17,266.90	267,000.00	249,733.10	6.5
10-65-281 UTILITIES - ELECTRICITY	1,119.46	1,119.46	.00	1,119.46	10,600.00	9,480.54	10.6
10-65-282 UTILITIES - WATER	237.50	422.50	.00	422.50	2,350.00	1,927.50	18.0
10-65-283 UTILITIES - SANITATION SVC	.00	143.29	.00	143.29	600.00	456.71	23.9
10-65-290 TELEPHONE	102.20	204.40	.00	204.40	1,200.00	995.60	17.0
10-65-480 DRAINAGE MAINTENANCE	64,573.00	454,043.00	36,443.75	490,486.75	609,700.00	119,213.25	80.5
10-65-610 MISCELLANEOUS SUPPLIES	627.53	618.46	3,000.00	3,618.46	23,300.00	19,681.54	15.5
10-65-615 LOCAL DRAINAGE MAINTENANCE	.00	.00	.00	.00	22,500.00	22,500.00	.0
10-65-691 DISTR EXP: FACILITIES MAINT	420.83	841.66	.00	841.66	5,050.00	4,208.34	16.7
10-65-692 DIST EXP: SOLID WASTE	216.67	433.34	.00	433.34	2,600.00	2,166.66	16.7
10-65-693 DIST EXP: VEHICLE MAINT	3,083.33	6,166.66	.00	6,166.66	37,000.00	30,833.34	16.7
10-65-740 CAPITAL OUTLAY	.00	.00	.00	.00	35,750.00	35,750.00	.0
TOTAL STREETS & DRAINAGE	125,976.84	565,187.79	41,578.15	606,765.94	1,457,033.00	850,267.06	41.6
<u>VEHICLE MAINTENANCE</u>							
10-66-110 SALARIES	8,046.68	17,259.92	.00	17,259.92	114,019.00	96,759.08	15.1
10-66-112 VAC/SICK BUYOUT	.00	.00	.00	.00	1,020.00	1,020.00	.0
10-66-113 LONGEVITY PAY	.00	.00	.00	.00	1,900.00	1,900.00	.0
10-66-115 UNIFORM ALLOWANCE	.00	300.00	.00	300.00	300.00	.00	100.0
10-66-120 OVERTIME	.00	386.57	.00	386.57	1,000.00	613.43	38.7
10-66-130 EMPLOYEE BENEFITS	5,741.19	11,655.30	.00	11,655.30	74,485.00	62,829.70	15.7
10-66-230 TRAVEL & TRAINING	.00	.00	.00	.00	1,000.00	1,000.00	.0
10-66-240 OFFICE EXPENSES & SUPPLIES	90.28	90.28	.00	90.28	700.00	609.72	12.9
10-66-245 TIRES & WHEELS	2,868.12	4,376.36	.00	4,376.36	41,000.00	36,623.64	10.7
10-66-250 VEHICLE MAINTENANCE	8,349.90	19,735.37	.00	19,735.37	106,500.00	86,764.63	18.5
10-66-255 FUEL	5,036.39	15,058.79	.00	15,058.79	160,000.00	144,941.21	9.4
10-66-260 EQUIPMENT	.00	.00	.00	.00	1,000.00	1,000.00	.0
10-66-281 UTILITIES - ELECTRICITY	675.18	675.18	.00	675.18	11,600.00	10,924.82	5.8
10-66-282 UTILITIES - WATER	192.00	379.00	.00	379.00	2,250.00	1,871.00	16.8
10-66-283 UTILITIES - SANITATION SVC	.00	283.58	.00	283.58	1,150.00	866.42	24.7
10-66-310 PROFESSIONAL & TECHNICAL SVCS	.00	3,312.50	13,504.43	16,816.93	18,000.00	1,183.07	93.4
10-66-480 VEH MAINT & FUEL-SILVER RIDER	6,803.54	13,082.77	.00	13,082.77	98,000.00	84,917.23	13.4
10-66-610 SERVICES AND SUPPLIES	375.42	1,006.88	.00	1,006.88	12,000.00	10,993.12	8.4
10-66-690 EXP DISTRIBUTION TO OTHER DEPT	(23,116.67)	(46,233.34)	.00	(46,233.34)	(277,400.00)	(231,166.66)	(16.7)
10-66-691 DISTR EXP: FACILITIES MAINT	100.00	200.00	.00	200.00	1,200.00	1,000.00	16.7
10-66-692 DIST EXP: SOLID WASTE	58.33	116.66	.00	116.66	700.00	583.34	16.7
10-66-693 DIST EXP: VEHICLE MAINT	433.33	866.66	.00	866.66	5,200.00	4,333.34	16.7
TOTAL VEHICLE MAINTENANCE	15,653.69	42,552.48	13,504.43	56,056.91	375,624.00	319,567.09	14.9

CITY OF MESQUITE
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GENERAL FUND

	PER. ACTUAL	YTD ACTUAL	EMCUMB.	TOTAL	BUDGET	VARIANCE	%
<u>ANIMAL CONTROL</u>							
10-70-110 SALARIES	8,879.18	18,534.81	.00	18,534.81	125,350.00	106,815.19	14.8
10-70-112 VAC/SICK BUYOUT	.00	.00	.00	.00	8,408.00	8,408.00	.0
10-70-113 LONGEVITY PAY	.00	.00	.00	.00	2,300.00	2,300.00	.0
10-70-115 UNIFORM ALLOWANCE	.00	2,000.00	.00	2,000.00	2,000.00	.00	100.0
10-70-120 OVERTIME	.00	563.10	.00	563.10	4,000.00	3,436.90	14.1
10-70-130 EMPLOYEE BENEFITS	4,696.40	9,681.74	.00	9,681.74	62,492.00	52,810.26	15.5
10-70-210 BOOKS, SUBSCRIPTIONS & MEMBERS	.00	.00	.00	.00	650.00	650.00	.0
10-70-230 TRAVEL & TRAINING	.00	.00	.00	.00	1,375.00	1,375.00	.0
10-70-281 UTILITIES - ELECTRICITY	727.70	727.70	.00	727.70	7,600.00	6,872.30	9.6
10-70-282 UTILITIES - WATER	.00	328.00	.00	328.00	.00	(328.00)	.0
10-70-283 UTILITIES - SANITATION SVC	.00	100.43	.00	100.43	425.00	324.57	23.6
10-70-290 TELEPHONE	107.86	215.88	.00	215.88	1,300.00	1,084.12	16.6
10-70-310 PROFESSIONAL & TECHNICAL SVCS	1,206.29	1,206.29	.00	1,206.29	13,000.00	11,793.71	9.3
10-70-610 SERVICES AND SUPPLIES	41.93	896.41	.00	896.41	17,830.00	16,933.59	5.0
10-70-691 DISTR EXP: FACILITIES MAINT	491.67	983.34	.00	983.34	5,900.00	4,916.66	16.7
10-70-692 DIST EXP: SOLID WASTE	66.67	133.34	.00	133.34	800.00	666.66	16.7
10-70-693 DIST EXP: VEHICLE MAINT	625.00	1,250.00	.00	1,250.00	7,500.00	6,250.00	16.7
TOTAL ANIMAL CONTROL	16,842.70	36,621.04	.00	36,621.04	260,930.00	224,308.96	14.0
<u>LANDFILL/SOLID WASTE</u>							
10-73-250 EQUIPMENT SUPPLIES & MAINT NC	.00	.00	.00	.00	2,000.00	2,000.00	.0
10-73-260 SOLID WASTE COLLECTION EXPENSE	.00	.00	.00	.00	820,000.00	820,000.00	.0
10-73-310 PROFESSIONAL & TECHNICAL SVCS	4,436.02	6,668.86	11,822.00	18,490.86	69,400.00	50,909.14	26.6
10-73-610 MISCELLANEOUS SUPPLIES	22.11	22.11	.00	22.11	28,500.00	28,477.89	.1
10-73-690 EXP DISTRIBUTION TO OTHER DEPT	(3,458.33)	(6,916.66)	.00	(6,916.66)	(41,500.00)	(34,583.34)	(16.7)
TOTAL LANDFILL/SOLID WASTE	999.80	(225.69)	11,822.00	11,596.31	878,400.00	866,803.69	1.3

CITY OF MESQUITE
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GENERAL FUND

	PER. ACTUAL	YTD ACTUAL	EMCUMB.	TOTAL	BUDGET	VARIANCE	%
<u>PARKS/GROUNDS MAINT.</u>							
10-76-110 SALARIES	30,274.37	63,880.66	.00	63,880.66	401,129.00	337,248.34	15.9
10-76-112 VAC/SICK BUYOUT	.00	.00	.00	.00	12,828.00	12,828.00	.0
10-76-113 LONGEVITY PAY	.00	.00	.00	.00	9,850.00	9,850.00	.0
10-76-115 UNIFORM ALLOWANCE	.00	3,600.00	.00	3,600.00	3,600.00	.00	100.0
10-76-120 OVERTIME	335.08	407.97	.00	407.97	10,000.00	9,592.03	4.1
10-76-130 EMPLOYEE BENEFITS	17,942.42	36,478.28	.00	36,478.28	235,973.00	199,494.72	15.5
10-76-230 TRAVEL & TRAINING	.00	.00	.00	.00	1,000.00	1,000.00	.0
10-76-250 EQUIPMENT SUPPLIES MAINT NC	2,865.00	2,865.00	.00	2,865.00	12,000.00	9,135.00	23.9
10-76-281 UTILITIES - ELECTRICITY	5,112.40	5,112.40	.00	5,112.40	76,800.00	71,687.60	6.7
10-76-282 UTILITIES - WATER	60,627.00	126,823.00	.00	126,823.00	406,081.00	279,258.00	31.2
10-76-283 UTILITIES - SANITATION SVC	.00	1,570.38	.00	1,570.38	6,300.00	4,729.62	24.9
10-76-284 UTILITIES - CABLE SVC	51.30	104.14	.00	104.14	625.00	520.86	16.7
10-76-290 TELEPHONE	1,025.02	2,048.28	.00	2,048.28	12,400.00	10,351.72	16.5
10-76-310 PROFESSIONAL & TECHNICAL SVCS	3,113.95	6,246.85	.00	6,246.85	75,000.00	68,753.15	8.3
10-76-610 MISCELLANEOUS SUPPLIES	19,110.49	24,901.12	51,112.50	76,013.62	175,000.00	98,986.38	43.4
10-76-691 DISTR EXP: FACILITIES MAINT	1,479.17	2,958.34	.00	2,958.34	17,750.00	14,791.66	16.7
10-76-692 DIST EXP: SOLID WASTE	2,250.00	4,500.00	.00	4,500.00	27,000.00	22,500.00	16.7
10-76-693 DIST EXP: VEHICLE MAINT	2,166.68	4,333.36	.00	4,333.36	26,000.00	21,666.64	16.7
10-76-740 CAPITAL OUTLAY	.00	.00	.00	.00	40,000.00	40,000.00	.0
TOTAL PARKS/GROUNDS MAINT.	146,352.88	285,829.78	51,112.50	336,942.28	1,549,336.00	1,212,393.72	21.8
<u>LEISURE SERVICES</u>							
10-81-110 SALARIES	33,876.47	73,670.82	.00	73,670.82	404,120.00	330,449.18	18.2
10-81-112 VAC/SICK BUYOUT	.00	.00	.00	.00	13,089.00	13,089.00	.0
10-81-113 LONGEVITY PAY	.00	.00	.00	.00	8,775.00	8,775.00	.0
10-81-120 OVERTIME	.00	120.76	.00	120.76	5,000.00	4,879.24	2.4
10-81-130 EMPLOYEE BENEFITS	13,130.51	30,347.06	.00	30,347.06	173,751.00	143,403.94	17.5
10-81-210 BOOKS, SUBSCRIPTIONS & MEMBERS	.00	.00	.00	.00	600.00	600.00	.0
10-81-230 TRAVEL & TRAINING	54.00	54.00	.00	54.00	5,500.00	5,446.00	1.0
10-81-240 OFFICE EXPENSE & SUPPLIES	380.16	896.23	.00	896.23	6,000.00	5,103.77	14.9
10-81-250 EQUIPMENT SUPPLIES & MAINT NC	8,202.18	9,089.68	.00	9,089.68	35,000.00	25,910.32	26.0
10-81-281 UTILITIES - ELECTRICITY	18,139.26	18,139.26	.00	18,139.26	202,000.00	183,860.74	9.0
10-81-282 UTILITIES - WATER	3,069.50	6,755.50	.00	6,755.50	32,500.00	25,744.50	20.8
10-81-283 UTILITIES - SANITATION SVC	.00	2,608.47	.00	2,608.47	10,500.00	7,891.53	24.8
10-81-284 UTILITIES - CABLE SVC	77.25	156.82	.00	156.82	1,000.00	843.18	15.7
10-81-290 TELEPHONE	102.20	204.40	.00	204.40	2,000.00	1,795.60	10.2
10-81-310 PROFESSIONAL & TECHNICAL SVCS	59.85	179.55	.00	179.55	1,000.00	820.45	18.0
10-81-480 ATHLETIC MARKETING	59.00	59.00	.00	59.00	40,000.00	39,941.00	.2
10-81-490 CITY SPONSORED EVENTS	.00	639.06	.00	639.06	12,500.00	11,860.94	5.1
10-81-610 MISCELLANEOUS SUPPLIES	4,803.50	10,640.95	.00	10,640.95	30,000.00	19,359.05	35.5
10-81-620 MISCELLANEOUS SERVICE	.00	.00	.00	.00	3,000.00	3,000.00	.0
10-81-691 DISTR EXP: FACILITIES MAINT	4,383.33	8,766.66	.00	8,766.66	52,600.00	43,833.34	16.7
10-81-692 DIST EXP: SOLID WASTE	191.67	383.34	.00	383.34	2,300.00	1,916.66	16.7
10-81-693 DIST EXP: VEHICLE MAINT	458.33	916.66	.00	916.66	5,500.00	4,583.34	16.7
TOTAL LEISURE SERVICES	86,987.21	163,628.22	.00	163,628.22	1,046,735.00	883,106.78	15.6

CITY OF MESQUITE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2016

GENERAL FUND

	PER. ACTUAL	YTD ACTUAL	EMCUMB.	TOTAL	BUDGET	VARIANCE	%
<u>MUSEUM</u>							
10-82-110 SALARIES	2,499.86	5,333.87	.00	5,333.87	32,585.00	27,251.13	16.4
10-82-130 EMPLOYEE BENEFITS	1,480.62	2,946.93	.00	2,946.93	20,814.00	17,867.07	14.2
10-82-210 BOOKS, SUBSCRIPTIONS & MEMBER	.00	.00	.00	.00	150.00	150.00	.0
10-82-230 TRAVEL & TRAINING	.00	.00	.00	.00	600.00	600.00	.0
10-82-240 OFFICE EXPENSE AND SUPPLIES	.00	.00	.00	.00	300.00	300.00	.0
10-82-281 UTILITIES - ELECTRICITY	317.14	317.14	.00	317.14	2,550.00	2,232.86	12.4
10-82-282 UTILITIES - WATER	108.00	147.00	.00	147.00	500.00	353.00	29.4
10-82-283 UTILITIES - SANITATION SVC	.00	129.65	.00	129.65	525.00	395.35	24.7
10-82-290 TELEPHONE	30.37	60.77	.00	60.77	400.00	339.23	15.2
10-82-610 SERVICES AND SUPPLIES	284.52	324.20	.00	324.20	3,000.00	2,675.80	10.8
10-82-620 MISCELLANEOUS SERVICES	21.95	497.85	.00	497.85	1,200.00	702.15	41.5
10-82-691 DISTR EXP: FACILITIES MAINT	145.83	291.66	.00	291.66	1,750.00	1,458.34	16.7
10-82-692 DIST EXP: SOLID WASTE	12.50	25.00	.00	25.00	150.00	125.00	16.7
TOTAL MUSEUM	4,900.79	10,074.07	.00	10,074.07	64,524.00	54,449.93	15.6
<u>TRANSFERS</u>							
10-90-116 SR. NUTRITION S/R FUND	14,583.33	29,166.66	.00	29,166.66	175,000.00	145,833.34	16.7
10-90-185 G O BONDS 2002 SERIES	84,705.00	169,410.00	.00	169,410.00	1,016,466.00	847,056.00	16.7
10-90-187 WASTE DISPOSAL D/S FUND	.00	.00	.00	.00	240,000.00	240,000.00	.0
10-90-197 TRSFR TO CITY SVCS FUND	24,666.67	49,333.34	.00	49,333.34	296,000.00	246,666.66	16.7
TOTAL TRANSFERS	123,955.00	247,910.00	.00	247,910.00	1,727,466.00	1,479,556.00	14.4
TOTAL FUND EXPENDITURES	1,520,091.63	3,504,286.18	151,813.34	3,656,099.52	20,589,765.00	16,933,665.48	17.8
NET REVENUE OVER EXPENDITURES	(281,204.98)	(741,681.66)	(151,813.34)	(893,495.00)	167,261.00	1,060,756.00	(534.2)

CITY OF MESQUITE
BALANCE SHEET
AUGUST 31, 2016

STREET MAINT. SPEC. REV. FUND

<u>ASSETS</u>		
11-11900	CASH-COMBINED FUND	2,784,212.90
	TOTAL ASSETS	2,784,212.90
<u>LIABILITIES AND EQUITY</u>		
<u>LIABILITIES</u>		
11-21310	ACCOUNTS PAYABLE	4,916.50
	TOTAL LIABILITIES	4,916.50
<u>FUND EQUITY</u>		
UNAPPROPRIATED FUND BALANCE:		
11-29800	BALANCE - BEGINNING OF YEAR	2,798,189.36
	REVENUE OVER EXPENDITURES - YTD	(18,892.96)
	BALANCE - CURRENT DATE	2,779,296.40
	TOTAL FUND EQUITY	2,779,296.40
	TOTAL LIABILITIES AND EQUITY	2,784,212.90

CITY OF MESQUITE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2016

STREET MAINT. SPEC. REV. FUND

		PER. ACTUAL	ACTUAL YTD	ENCUMB.	TOTAL	BUDGET	VARIANCE	%
11-32-100	UTILITY R.O.W. FEES	.00	.00	.00	.00	370,000.00	370,000.00	.0
	TOTAL SOURCE 32	.00	.00	.00	.00	370,000.00	370,000.00	.0
	<u>STREETS INTERGOV'TL REVENUE</u>							
11-33-100	GAS TAX (COUNTY)	.00	.00	.00	.00	73,500.00	73,500.00	.0
11-33-120	REG'L TRANS COMM - COUNTY	.00	.00	.00	.00	1,660,000.00	1,660,000.00	.0
11-33-500	GAS TAX - STATE	.00	.00	.00	.00	230,750.00	230,750.00	.0
	TOTAL STREETS INTERGOV'TL REVE	.00	.00	.00	.00	1,964,250.00	1,964,250.00	.0
	<u>OTHER REVENUE</u>							
11-38-100	INTEREST INCOME	.00	.00	.00	.00	15,000.00	15,000.00	.0
	TOTAL OTHER REVENUE	.00	.00	.00	.00	15,000.00	15,000.00	.0
	TOTAL FUND REVENUE	.00	.00	.00	.00	2,349,250.00	2,349,250.00	.0

CITY OF MESQUITE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2016

STREET MAINT. SPEC. REV. FUND

		PER. ACTUAL	YTD ACTUAL	EMCUMB.	TOTAL	BUDGET	VARIANCE	%
	<u>STREETS & DRAINAGE</u>							
11-65-110	SALARIES	5,925.36	11,850.72	.00	11,850.72	88,049.00	76,198.28	13.5
11-65-130	EMPLOYEE BENEFITS	2,884.49	5,768.98	.00	5,768.98	37,398.00	31,629.02	15.4
11-65-700	STREET MAINTENANCE	898.38	1,273.26	84,460.00	85,733.26	295,000.00	209,266.74	29.1
11-65-740	CAPITAL OUTLAY	.00	.00	609,083.20	609,083.20	1,390,546.00	781,462.80	43.8
	TOTAL STREETS & DRAINAGE	9,708.23	18,892.96	693,543.20	712,436.16	1,810,993.00	1,098,556.84	39.3
	TOTAL FUND EXPENDITURES	9,708.23	18,892.96	693,543.20	712,436.16	1,810,993.00	1,098,556.84	39.3
	NET REVENUE OVER EXPENDITURES	(9,708.23)	(18,892.96)	(693,543.20)	(712,436.16)	538,257.00	1,250,693.16	(132.4)

CITY OF MESQUITE
BALANCE SHEET
AUGUST 31, 2016

AIRPORT SPECIAL REVENUE FUND

ASSETS

12-11900	CASH - COMBINED FUND	(55,249.25)	
12-13107	ACCOUNTS RECEIVABLE - AVFUEL	93,324.88	
12-13115	AVIATION FUEL INVENTORY	54,302.50	
	TOTAL ASSETS		92,378.13

LIABILITIES AND EQUITY

LIABILITIES

12-21310	ACCOUNTS PAYABLE	8,866.58	
	TOTAL LIABILITIES		8,866.58

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
12-29800	BALANCE - BEGINNING OF YEAR	159,826.87	
	REVENUE OVER EXPENDITURES - YTD	(76,315.32)	
	BALANCE - CURRENT DATE	83,511.55	
	TOTAL FUND EQUITY		83,511.55
	TOTAL LIABILITIES AND EQUITY		92,378.13

CITY OF MESQUITE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2016

AIRPORT SPECIAL REVENUE FUND

		PER. ACTUAL	ACTUAL YTD	ENCUMB.	TOTAL	BUDGET	VARIANCE	%
<u>AIRPORT INTERGOV'TL REVENUE</u>								
12-33-225	FEDERAL FAA GRANT	.00	.00	.00	.00	150,000.00	150,000.00	.0
12-33-250	FUEL TAX - JET FUEL	.00	.00	.00	.00	2,000.00	2,000.00	.0
	TOTAL AIRPORT INTERGOV'TL REVEN	.00	.00	.00	.00	152,000.00	152,000.00	.0
<u>CHARGES FOR SERVICES</u>								
12-34-600	AVIATION FUEL/OIL SALES	29,502.97	61,503.72	.00	61,503.72	385,000.00	323,496.28	16.0
12-34-605	AIRPORT LEASES	4,455.84	7,795.57	.00	7,795.57	82,600.00	74,804.43	9.4
12-34-610	OTHER LEASES	.00	.00	.00	.00	15,400.00	15,400.00	.0
	TOTAL CHARGES FOR SERVICES	33,958.81	69,299.29	.00	69,299.29	483,000.00	413,700.71	14.4
	TOTAL FUND REVENUE	33,958.81	69,299.29	.00	69,299.29	635,000.00	565,700.71	10.9

CITY OF MESQUITE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2016

AIRPORT SPECIAL REVENUE FUND

	PER. ACTUAL	YTD ACTUAL	EMCUMB.	TOTAL	BUDGET	VARIANCE	%
<u>AIRPORT</u>							
12-87-210 CONTRACTED SERVICES	.00	.00	.00	.00	540.00	540.00	.0
12-87-250 EQUIPMENT SUPPLIES & MAINT NC	.00	.00	.00	.00	2,700.00	2,700.00	.0
12-87-255 FUEL	14,783.56	14,783.56	.00	14,783.56	275,000.00	260,216.44	5.4
12-87-260 EQUIPMENT (NON CAPITALIZED)	.00	.00	.00	.00	1,200.00	1,200.00	.0
12-87-281 UTILITIES - ELECTRICITY	1,810.41	1,810.41	.00	1,810.41	17,200.00	15,389.59	10.5
12-87-282 UTILITIES - WATER	488.00	787.00	.00	787.00	3,900.00	3,113.00	20.2
12-87-283 UTILITIES - SANITATION SVC	.00	.00	.00	.00	2,200.00	2,200.00	.0
12-87-290 TELEPHONE	117.44	234.98	.00	234.98	1,750.00	1,515.02	13.4
12-87-310 PROFESSIONAL & TECHNICAL SVCS	6,746.37	15,884.58	3,400.00	19,284.58	90,100.00	70,815.42	21.4
12-87-480 RUNWAY MISCELLANEOUS SUPPLIES	.00	.00	.00	.00	13,000.00	13,000.00	.0
12-87-510 INSURANCE	.00	.00	.00	.00	7,100.00	7,100.00	.0
12-87-610 MISCELLANEOUS SUPPLIES	76.82	351.98	.00	351.98	30,700.00	30,348.02	1.2
12-87-691 DISTR EXP: FACILITIES MAINT	37.50	75.00	.00	75.00	450.00	375.00	16.7
12-87-692 DIST EXP: SOLID WASTE	12.50	25.00	.00	25.00	150.00	125.00	16.7
12-87-693 DIST EXP: VEHICLE MAINT	341.67	683.34	.00	683.34	4,100.00	3,416.66	16.7
12-87-695 BANK/ CREDIT CARD CHARGES	238.17	366.00	.00	366.00	5,000.00	4,634.00	7.3
12-87-740 CAPITAL OUTLAY	110,612.76	110,612.76	100,738.12	211,350.88	160,000.00	(51,350.88)	132.1
TOTAL AIRPORT	135,265.20	145,614.61	104,138.12	249,752.73	615,090.00	365,337.27	40.6
TOTAL FUND EXPENDITURES	135,265.20	145,614.61	104,138.12	249,752.73	615,090.00	365,337.27	40.6
NET REVENUE OVER EXPENDITURES	(101,306.39)	(76,315.32)	(104,138.12)	(180,453.44)	19,910.00	200,363.44	(906.4)

CITY OF MESQUITE
BALANCE SHEET
AUGUST 31, 2016

CAP. PROJ. MAINT/REPAIRS FUND

<u>ASSETS</u>			
13-11900	CASH-COMBINED FUND	704,087.60	
	TOTAL ASSETS		704,087.60
<u>LIABILITIES AND EQUITY</u>			
<u>LIABILITIES</u>			
13-21310	ACCOUNTS PAYABLE	22,838.36	
	TOTAL LIABILITIES		22,838.36
<u>FUND EQUITY</u>			
UNAPPROPRIATED FUND BALANCE:			
13-29800	BALANCE - BEGINNING OF YEAR	684,184.60	
	REVENUE OVER EXPENDITURES - YTD	(2,935.36)	
	BALANCE - CURRENT DATE	681,249.24	
	TOTAL FUND EQUITY		681,249.24
	TOTAL LIABILITIES AND EQUITY		704,087.60

CITY OF MESQUITE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2016

CAP. PROJ. MAINT/REPAIRS FUND

		PER. ACTUAL	YTD ACTUAL	EMCUMB.	TOTAL	BUDGET	VARIANCE	%
	<u>MAINTENANCE/REPAIRS</u>							
13-40-210	CONTRACTED SERVICES	.00	.00	.00	.00	750.00	750.00	.0
13-40-450	MAINTENANCE/REPAIRS	.00	.00	.00	.00	82,900.00	82,900.00	.0
13-40-625	REPAIRS & REMODELS	2,935.36	2,935.36	18,434.43	21,369.79	74,000.00	52,630.21	28.9
	TOTAL MAINTENANCE/REPAIRS	2,935.36	2,935.36	18,434.43	21,369.79	157,650.00	136,280.21	13.6
	TOTAL FUND EXPENDITURES	2,935.36	2,935.36	18,434.43	21,369.79	157,650.00	136,280.21	13.6
	NET REVENUE OVER EXPENDITURES	(2,935.36)	(2,935.36)	(18,434.43)	(21,369.79)	(157,650.00)	(136,280.21)	(13.6)

CITY OF MESQUITE
BALANCE SHEET
AUGUST 31, 2016

POLICE FORFEITURE FUND

ASSETS

14-11900	CASH - COMBINED FUND	130,907.17	
	TOTAL ASSETS		130,907.17

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
14-29800	BALANCE - BEGINNING OF YEAR	128,142.12	
	REVENUE OVER EXPENDITURES - YTD	2,765.05	
	BALANCE - CURRENT DATE	130,907.17	
	TOTAL FUND EQUITY		130,907.17
	TOTAL LIABILITIES AND EQUITY		130,907.17

CITY OF MESQUITE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2016

POLICE FORFEITURE FUND

		PER. ACTUAL	ACTUAL YTD	ENCUMB.	TOTAL	BUDGET	VARIANCE	%
	<u>FINES AND FORFEITURES</u>							
14-35-200	FORFEITURES (STATE)	2,765.05	2,765.05	.00	2,765.05	.00	(2,765.05)	.0
	TOTAL FINES AND FORFEITURES	2,765.05	2,765.05	.00	2,765.05	.00	(2,765.05)	.0
	TOTAL FUND REVENUE	2,765.05	2,765.05	.00	2,765.05	.00	(2,765.05)	.0
	NET REVENUE OVER EXPENDITURES	2,765.05	2,765.05	.00	2,765.05	.00	(2,765.05)	.0

CITY OF MESQUITE
BALANCE SHEET
AUGUST 31, 2016

COURT ADMINISTRATIVE ASSESS.

<u>ASSETS</u>			
15-11900	CASH - COMBINED FUND	64,532.73	
	TOTAL ASSETS		64,532.73
<u>LIABILITIES AND EQUITY</u>			
<u>LIABILITIES</u>			
15-21310	ACCOUNTS PAYABLE	21,320.68	
	TOTAL LIABILITIES		21,320.68
<u>FUND EQUITY</u>			
UNAPPROPRIATED FUND BALANCE:			
15-29800	BALANCE - BEGINNING OF YEAR	38,842.34	
	REVENUE OVER EXPENDITURES - YTD	4,369.71	
	BALANCE - CURRENT DATE	43,212.05	
	TOTAL FUND EQUITY		43,212.05
	TOTAL LIABILITIES AND EQUITY		64,532.73

CITY OF MESQUITE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2016

COURT ADMINISTRATIVE ASSESS.

		PER. ACTUAL	ACTUAL YTD	ENCUMB.	TOTAL	BUDGET	VARIANCE	%
	<u>GRANT REVENUE</u>							
15-33-250	GRANT - HABITUAL OFFENDER	2,161.00	2,411.00	.00	2,411.00	.00	(2,411.00)	.0
	TOTAL GRANT REVENUE	2,161.00	2,411.00	.00	2,411.00	.00	(2,411.00)	.0
	<u>FINES AND FORFEITURES</u>							
15-35-100	ADMINISTRATIVE ASSESSMENTS	1,386.00	3,268.00	.00	3,268.00	25,000.00	21,732.00	13.1
15-35-300	DUI SPECIALTY COURT FEE	.00	100.00	.00	100.00	.00	(100.00)	.0
15-35-400	AA FEE - DNA	.00	36.00	.00	36.00	.00	(36.00)	.0
	TOTAL FINES AND FORFEITURES	1,386.00	3,404.00	.00	3,404.00	25,000.00	21,596.00	13.6
	<u>SOURCE 36</u>							
15-36-100	COURT COLLECTION FEES	2,080.00	2,559.50	.00	2,559.50	5,000.00	2,440.50	51.2
	TOTAL SOURCE 36	2,080.00	2,559.50	.00	2,559.50	5,000.00	2,440.50	51.2
	TOTAL FUND REVENUE	5,627.00	8,374.50	.00	8,374.50	30,000.00	21,625.50	27.9

CITY OF MESQUITE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2016

COURT ADMINISTRATIVE ASSESS.

	PER. ACTUAL	YTD ACTUAL	EMCUMB.	TOTAL	BUDGET	VARIANCE	%
<u>COURT ADMIN COSTS</u>							
15-51-110 SALARIES	90.00	201.30	.00	201.30	.00 (	201.30)	.0
15-51-130 EMPLOYEE BENEFITS	6.89	15.40	.00	15.40	.00 (	15.40)	.0
15-51-230 TRAVEL & TRAINING	.00 (	25.81)	.00 (	25.81)	3,000.00	3,025.81 (	.9)
15-51-310 PROFESSIONAL & TECHNICAL SVCS	29.27	58.54	.00	58.54	3,000.00	2,941.46	2.0
15-51-500 GRANT EXPENDITURES	940.04	1,784.08	.00	1,784.08	.00 (	1,784.08)	.0
15-51-610 SERVICE AND SUPPLIES	240.00	240.00	.00	240.00	.00 (	240.00)	.0
15-51-620 SUPPLIES & EQUIPMENT	14.62	14.62	.00	14.62	2,000.00	1,985.38	.7
15-51-630 COURT COLLECTION COSTS	50.00	50.00	.00	50.00	3,000.00	2,950.00	1.7
TOTAL COURT ADMIN COSTS	1,370.82	2,338.13	.00	2,338.13	11,000.00	8,661.87	21.3
<u>DEPARTMENT 90</u>							
15-90-109 TRANSFER TO GEN. FUND	833.33	1,666.66	.00	1,666.66	10,000.00	8,333.34	16.7
TOTAL DEPARTMENT 90	833.33	1,666.66	.00	1,666.66	10,000.00	8,333.34	16.7
TOTAL FUND EXPENDITURES	2,204.15	4,004.79	.00	4,004.79	21,000.00	16,995.21	19.1
NET REVENUE OVER EXPENDITURES	3,422.85	4,369.71	.00	4,369.71	9,000.00	4,630.29	48.6

CITY OF MESQUITE
BALANCE SHEET
AUGUST 31, 2016

SR. NUTRITION PROGRAM

<u>ASSETS</u>			
16-11900	CASH - COMBINED FUND	107,777.22	
TOTAL ASSETS			107,777.22
<u>LIABILITIES AND EQUITY</u>			
<u>LIABILITIES</u>			
16-21310	ACCOUNTS PAYABLE	13,206.67	
TOTAL LIABILITIES			13,206.67
<u>FUND EQUITY</u>			
UNAPPROPRIATED FUND BALANCE:			
16-29800	BALANCE - BEGINNING OF YEAR	95,146.54	
	REVENUE OVER EXPENDITURES - YTD	(575.99)	
BALANCE - CURRENT DATE		94,570.55	
TOTAL FUND EQUITY			94,570.55
TOTAL LIABILITIES AND EQUITY			107,777.22

CITY OF MESQUITE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2016

SR. NUTRITION PROGRAM

		PER. ACTUAL	ACTUAL YTD	ENCUMB.	TOTAL	BUDGET	VARIANCE	%
<u>INTERGOVERNMENTAL REVENUE</u>								
16-33-220	TITLE III, C-1, CONGR. MEALS	6,257.00	12,514.00	.00	12,514.00	78,000.00	65,486.00	16.0
16-33-230	TITLE III, C-2, HOME MEALS	10,929.00	21,858.00	.00	21,858.00	136,500.00	114,642.00	16.0
16-33-245	EQUIPMENT GRANT	.00	.00	.00	.00	6,000.00	6,000.00	.0
16-33-265	OTHER GRANTS - NSIP	.00	10,926.00	.00	10,926.00	25,000.00	14,074.00	43.7
16-33-270	GRANT - CLARK COUNTY OAG	.00	.00	.00	.00	35,000.00	35,000.00	.0
TOTAL INTERGOVERNMENTAL REVE		17,186.00	45,298.00	.00	45,298.00	280,500.00	235,202.00	16.2
<u>CHARGES FOR SERVICES</u>								
16-34-400	PATRON DONATIONS	3,573.34	7,581.34	.00	7,581.34	56,000.00	48,418.66	13.5
16-34-410	OTHER INCOME	275.00	550.76	.00	550.76	2,000.00	1,449.24	27.5
16-34-415	INMATE MEALS	2,018.50	3,891.50	.00	3,891.50	24,000.00	20,108.50	16.2
TOTAL CHARGES FOR SERVICES		5,866.84	12,023.60	.00	12,023.60	82,000.00	69,976.40	14.7
<u>OTHER REVENUE</u>								
16-38-120	DONATIONS	.00	.00	.00	.00	4,000.00	4,000.00	.0
16-38-150	FACILITIES / SPACE RENTAL	255.00	255.00	.00	255.00	500.00	245.00	51.0
TOTAL OTHER REVENUE		255.00	255.00	.00	255.00	4,500.00	4,245.00	5.7
<u>TRANSFERS</u>								
16-39-960	TRANSFER FROM G/F	14,583.33	29,166.66	.00	29,166.66	175,000.00	145,833.34	16.7
TOTAL TRANSFERS		14,583.33	29,166.66	.00	29,166.66	175,000.00	145,833.34	16.7
TOTAL FUND REVENUE		37,891.17	86,743.26	.00	86,743.26	542,000.00	455,256.74	16.0

CITY OF MESQUITE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2016

SR. NUTRITION PROGRAM

	PER. ACTUAL	YTD ACTUAL	EMCUMB.	TOTAL	BUDGET	VARIANCE	%
<u>SR. NUTRITION EXPENSES</u>							
16-71-110 SALARIES	13,853.30	29,132.27	.00	29,132.27	185,188.00	156,055.73	15.7
16-71-112 VAC/SICK BUYOUT	.00	.00	.00	.00	6,801.00	6,801.00	.0
16-71-113 LONGEVITY PAY	.00	.00	.00	.00	5,650.00	5,650.00	.0
16-71-120 OVERTIME	.00	.00	.00	.00	1,200.00	1,200.00	.0
16-71-130 EMPLOYEE BENEFITS	8,563.08	17,488.73	.00	17,488.73	108,384.00	90,895.27	16.1
16-71-210 CONTRACTED SERVICES	.00	.00	.00	.00	500.00	500.00	.0
16-71-230 TRAVEL & TRAINING	55.00	55.00	.00	55.00	1,000.00	945.00	5.5
16-71-240 OFFICE EXPENSE & SUPPLIES	292.17	212.90	.00	212.90	1,400.00	1,187.10	15.2
16-71-250 EQUIPMENT SUPPLIES & MAINT NC	95.00	95.00	.00	95.00	2,000.00	1,905.00	4.8
16-71-280 UTILITIES	38.90	116.70	.00	116.70	.00	(116.70)	.0
16-71-281 UTILITIES - ELECTRICITY	2,677.86	2,677.86	.00	2,677.86	27,100.00	24,422.14	9.9
16-71-282 UTILITIES - WATER	330.50	330.50	.00	330.50	4,000.00	3,669.50	8.3
16-71-283 UTILITIES - SANITATION SVC	.00	1,239.52	.00	1,239.52	5,000.00	3,760.48	24.8
16-71-290 TELEPHONE	.00	.00	.00	.00	1,150.00	1,150.00	.0
16-71-310 PROFESSIONAL & TECHNICAL SVCS	.00	.00	.00	.00	1,500.00	1,500.00	.0
16-71-480 FOOD/COMMODITY SUPPLIES	17,133.09	30,101.79	.00	30,101.79	174,000.00	143,898.21	17.3
16-71-610 MISCELLANEOUS SUPPLIES	174.71	1,377.31	.00	1,377.31	6,500.00	5,122.69	21.2
16-71-620 MISCELLANEOUS SERVICES	229.35	383.35	.00	383.35	6,500.00	6,116.65	5.9
16-71-691 DISTR EXP: FACILITIES MAINT	1,062.50	2,125.00	.00	2,125.00	12,750.00	10,625.00	16.7
16-71-692 DIST EXP: SOLID WASTE	183.33	366.66	.00	366.66	2,200.00	1,833.34	16.7
16-71-693 DIST EXP: VEHICLE MAINT	808.33	1,616.66	.00	1,616.66	9,700.00	8,083.34	16.7
16-71-740 CAPITAL OUTLAY	.00	.00	.00	.00	11,000.00	11,000.00	.0
TOTAL SR. NUTRITION EXPENSES	45,497.12	87,319.25	.00	87,319.25	573,523.00	486,203.75	15.2
TOTAL FUND EXPENDITURES	45,497.12	87,319.25	.00	87,319.25	573,523.00	486,203.75	15.2
NET REVENUE OVER EXPENDITURES	(7,605.95)	(575.99)	.00	(575.99)	(31,523.00)	(30,947.01)	(1.8)

CITY OF MESQUITE
BALANCE SHEET
AUGUST 31, 2016

RECREATION PROGRAMS

<u>ASSETS</u>		
17-11900	CASH - COMBINED FUND	206,602.30
	TOTAL ASSETS	206,602.30
<u>LIABILITIES AND EQUITY</u>		
<u>LIABILITIES</u>		
17-21310	ACCOUNTS PAYABLE	16,647.11
	TOTAL LIABILITIES	16,647.11
<u>FUND EQUITY</u>		
UNAPPROPRIATED FUND BALANCE:		
17-29800	BALANCE - BEGINNING OF YEAR	213,269.88
	REVENUE OVER EXPENDITURES - YTD	(23,314.69)
	BALANCE - CURRENT DATE	189,955.19
	TOTAL FUND EQUITY	189,955.19
	TOTAL LIABILITIES AND EQUITY	206,602.30

CITY OF MESQUITE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2016

RECREATION PROGRAMS

		PER. ACTUAL	ACTUAL YTD	ENCUMB.	TOTAL	BUDGET	VARIANCE	%
17-33-270	GRANT - CLARK COUNTY OAG	.00	.00	.00	.00	35,000.00	35,000.00	.0
	TOTAL SOURCE 33	.00	.00	.00	.00	35,000.00	35,000.00	.0
	<u>CHARGES FOR SERVICES</u>							
17-34-400	RECREATION CHARGES	10,087.35	21,957.73	.00	21,957.73	170,000.00	148,042.27	12.9
17-34-405	FIELD RENTAL	2,660.00	4,415.00	.00	4,415.00	60,000.00	55,585.00	7.4
17-34-415	DONATIONS	.00	.00	.00	.00	2,580.00	2,580.00	.0
	TOTAL CHARGES FOR SERVICES	12,747.35	26,372.73	.00	26,372.73	232,580.00	206,207.27	11.3
	TOTAL FUND REVENUE	12,747.35	26,372.73	.00	26,372.73	267,580.00	241,207.27	9.9

CITY OF MESQUITE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2016

RECREATION PROGRAMS

	PER. ACTUAL	YTD ACTUAL	EMCUMB.	TOTAL	BUDGET	VARIANCE	%
<u>RECREATION PROGRAM COSTS</u>							
17-80-110 SALARIES	11,494.45	24,239.25	.00	24,239.25	206,320.00	182,080.75	11.8
17-80-112 VAC/SICK BUYOUT	.00	.00	.00	.00	1,928.00	1,928.00	.0
17-80-113 LONGEVITY PAY	.00	.00	.00	.00	700.00	700.00	.0
17-80-115 UNIFORM ALLOWANCE	.00	400.00	.00	400.00	800.00	400.00	50.0
17-80-130 EMPLOYEE BENEFITS	3,496.11	7,128.26	.00	7,128.26	58,705.00	51,576.74	12.1
17-80-210 CONTRACTED SERVICES	.00	3,162.40	.00	3,162.40	.00	(3,162.40)	.0
17-80-310 PROFESSIONAL & TECHNICAL SVCS	1,063.70	4,064.30	.00	4,064.30	66,000.00	61,935.70	6.2
17-80-485 PRE-SCHOOL COSTS	2,951.57	3,368.06	.00	3,368.06	6,000.00	2,631.94	56.1
17-80-610 MISCELLANEOUS SUPPLIES	4,030.56	6,554.72	.00	6,554.72	39,000.00	32,445.28	16.8
17-80-695 BANK/ CREDIT CARD CHARGES	770.43	770.43	.00	770.43	6,000.00	5,229.57	12.8
17-80-740 CAPITAL OUTLAY	.00	.00	.00	.00	20,000.00	20,000.00	.0
TOTAL RECREATION PROGRAM COST	23,806.82	49,687.42	.00	49,687.42	405,453.00	355,765.58	12.3
TOTAL FUND EXPENDITURES	23,806.82	49,687.42	.00	49,687.42	405,453.00	355,765.58	12.3
NET REVENUE OVER EXPENDITURES	(11,059.47)	(23,314.69)	.00	(23,314.69)	(137,873.00)	(114,558.31)	(16.9)

CITY OF MESQUITE
BALANCE SHEET
AUGUST 31, 2016

FORENSIC SERVICES

ASSETS

19-11900	CASH - COMBINED FUND	2,752.66	
	TOTAL ASSETS		2,752.66

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
19-29800	BALANCE - BEGINNING OF YEAR	2,916.00	
	REVENUE OVER EXPENDITURES - YTD	(163.34)	
	BALANCE - CURRENT DATE	2,752.66	
	TOTAL FUND EQUITY		2,752.66
	TOTAL LIABILITIES AND EQUITY		2,752.66

CITY OF MESQUITE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2016

FORENSIC SERVICES

		PER. ACTUAL	ACTUAL YTD	ENCUMB.	TOTAL	BUDGET	VARIANCE	%
	<u>FINES AND FORFEITURES</u>							
19-35-200	ANALYSIS FEE, DUI NRS484.3798	60.00	420.00	.00	420.00	500.00	80.00	84.0
19-35-300	ANALYSIS FEE, DRUGS NRS453.575	.00	.00	.00	.00	2,500.00	2,500.00	.0
	TOTAL FINES AND FORFEITURES	60.00	420.00	.00	420.00	3,000.00	2,580.00	14.0
	TOTAL FUND REVENUE	60.00	420.00	.00	420.00	3,000.00	2,580.00	14.0

CITY OF MESQUITE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2016

FORENSIC SERVICES

		PER. ACTUAL	YTD ACTUAL	EMCUMB.	TOTAL	BUDGET	VARIANCE	%
	<u>TRANSFERS</u>							
19-90-109	TRANSFER TO GEN. FUND	291.67	583.34	.00	583.34	3,500.00	2,916.66	16.7
	TOTAL TRANSFERS	291.67	583.34	.00	583.34	3,500.00	2,916.66	16.7
	TOTAL FUND EXPENDITURES	291.67	583.34	.00	583.34	3,500.00	2,916.66	16.7
	NET REVENUE OVER EXPENDITURES	(231.67)	(163.34)	.00	(163.34)	(500.00)	(336.66)	(32.7)

CITY OF MESQUITE
BALANCE SHEET
AUGUST 31, 2016

RESID. CONSTR. TAX PARK FUND

ASSETS

20-11900	CASH - COMBINED FUND	1,115,985.65	
	TOTAL ASSETS		1,115,985.65

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:

20-29900	PARK AREA A	156,994.54	
20-29905	PARK AREA B	303,891.42	
20-29910	PARK AREA C	189,805.93	
20-29915	PARK AREA D	374,258.94	
20-29920	PARK AREA E	44,034.82	
	REVENUE OVER EXPENDITURES - YTD	47,000.00	
	BALANCE - CURRENT DATE	1,115,985.65	
	TOTAL FUND EQUITY		1,115,985.65
	TOTAL LIABILITIES AND EQUITY		1,115,985.65

CITY OF MESQUITE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2016

RESID. CONSTR. TAX PARK FUND

		PER. ACTUAL	ACTUAL YTD	ENCUMB.	TOTAL	BUDGET	VARIANCE	%
	<u>LICENSES AND PERMITS</u>							
20-32-210	BUILDING PARK FEES	.00	.00	.00	.00	175,000.00	175,000.00	.0
20-32-215	PARK AREA - A	.00	1,000.00	.00	1,000.00	10,000.00	9,000.00	10.0
20-32-220	PARK AREA - B	1,000.00	4,000.00	.00	4,000.00	10,000.00	6,000.00	40.0
20-32-225	PARK AREA - C	.00	1,000.00	.00	1,000.00	5,000.00	4,000.00	20.0
20-32-230	PARK AREA - D	14,000.00	28,000.00	.00	28,000.00	.00	(28,000.00)	.0
20-32-235	PARK AREA - E	7,000.00	13,000.00	.00	13,000.00	.00	(13,000.00)	.0
	TOTAL LICENSES AND PERMITS	22,000.00	47,000.00	.00	47,000.00	200,000.00	153,000.00	23.5
	<u>GRANT REVENUE</u>							
20-33-110	CDBG GRANT	.00	.00	.00	.00	200,000.00	200,000.00	.0
	TOTAL GRANT REVENUE	.00	.00	.00	.00	200,000.00	200,000.00	.0
	<u>OTHER REVENUE</u>							
20-38-100	INTEREST EARNINGS	.00	.00	.00	.00	5,000.00	5,000.00	.0
	TOTAL OTHER REVENUE	.00	.00	.00	.00	5,000.00	5,000.00	.0
	TOTAL FUND REVENUE	22,000.00	47,000.00	.00	47,000.00	405,000.00	358,000.00	11.6

CITY OF MESQUITE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2016

RESID. CONSTR. TAX PARK FUND

	PER. ACTUAL	YTD ACTUAL	EMCUMB.	TOTAL	BUDGET	VARIANCE	%
<u>PARKS/GROUNDS MAINT.</u>							
20-76-751 PARK REPAIRS/IMPROVEMENTS	.00	.00	.00	.00	100,000.00	100,000.00	.0
20-76-805 PICKLEBALL COURTS (4)	.00	.00	.00	.00	180,000.00	180,000.00	.0
20-76-806 HAFEN PARK-RUBBERIZED SURFACE	.00	.00	.00	.00	75,000.00	75,000.00	.0
TOTAL PARKS/GROUNDS MAINT.	.00	.00	.00	.00	355,000.00	355,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	.00	.00	355,000.00	355,000.00	.0
NET REVENUE OVER EXPENDITURES	22,000.00	47,000.00	.00	47,000.00	50,000.00	3,000.00	94.0

CITY OF MESQUITE
BALANCE SHEET
AUGUST 31, 2016

ENVIR. PLANNING SPEC.REV. FUND

ASSETS

21-11900	CASH - COMBINED FUND	529,376.83	
	TOTAL ASSETS		529,376.83

LIABILITIES AND EQUITY

LIABILITIES

21-23215	VRHCP IMPACT FEES COLLECTIONS	477,670.23	
21-25501	DEFERRED INC - TOWN WASH MITIG	47,575.50	
21-25502	DEFERRED INC - PULTE	872.51	
	TOTAL LIABILITIES		526,118.24

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
21-29800	BALANCE - BEGINNING OF YEAR	3,258.59	
	REVENUE OVER EXPENDITURES - YTD		
	BALANCE - CURRENT DATE	3,258.59	
	TOTAL FUND EQUITY		3,258.59
	TOTAL LIABILITIES AND EQUITY		529,376.83

CITY OF MESQUITE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2016

ENVIR. PLANNING SPEC.REV. FUND

		PER. ACTUAL	ACTUAL YTD	ENCUMB.	TOTAL	BUDGET	VARIANCE	%
	<u>MISC. & OTHER REVENUE</u>							
21-38-050	OTHER INCOME - DEVELOPERS	.00	.00	.00	.00	100,000.00	100,000.00	.0
	TOTAL MISC. & OTHER REVENUE	.00	.00	.00	.00	100,000.00	100,000.00	.0
	TOTAL FUND REVENUE	.00	.00	.00	.00	100,000.00	100,000.00	.0

CITY OF MESQUITE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2016

ENVIR. PLANNING SPEC.REV. FUND

		PER. ACTUAL	YTD ACTUAL	EMCUMB.	TOTAL	BUDGET	VARIANCE	%
	<u>EXPENDITURES</u>							
21-85-216	EXIT 118 MITIGATION	.00	.00	31,395.00	31,395.00	31,400.00	5.00	100.0
21-85-220	PUBLIC NOTICES	.00	.00	.00	.00	2,000.00	2,000.00	.0
21-85-310	PROFESSIONAL & TECHNICAL SVCS	.00	.00	.00	.00	100,000.00	100,000.00	.0
	TOTAL EXPENDITURES	.00	.00	31,395.00	31,395.00	133,400.00	102,005.00	23.5
	TOTAL FUND EXPENDITURES	.00	.00	31,395.00	31,395.00	133,400.00	102,005.00	23.5
	NET REVENUE OVER EXPENDITURES	.00	.00	(31,395.00)	(31,395.00)	(33,400.00)	(2,005.00)	(94.0)

CITY OF MESQUITE
BALANCE SHEET
AUGUST 31, 2016

TRANSPORTATION IMPACT FEE FUND

<u>ASSETS</u>			
22-11900	CASH-COMBINED FUND	2,143,452.02	
	TOTAL ASSETS		2,143,452.02
<u>LIABILITIES AND EQUITY</u>			
<u>LIABILITIES</u>			
22-21310	ACCOUNTS PAYABLE	11,479.95	
	TOTAL LIABILITIES		11,479.95
<u>FUND EQUITY</u>			
UNAPPROPRIATED FUND BALANCE:			
22-29800	BALANCE - BEGINNING OF YEAR	2,130,733.82	
	REVENUE OVER EXPENDITURES - YTD	1,238.25	
	BALANCE - CURRENT DATE	2,131,972.07	
	TOTAL FUND EQUITY		2,131,972.07
	TOTAL LIABILITIES AND EQUITY		2,143,452.02

CITY OF MESQUITE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2016

TRANSPORTATION IMPACT FEE FUND

		PER. ACTUAL	ACTUAL YTD	ENCUMB.	TOTAL	BUDGET	VARIANCE	%
	<u>LICENSES AND PERMITS</u>							
22-32-210	TRANSPORT. IMPACT FEES	1,113.20	2,378.20	.00	2,378.20	.00	(2,378.20)	.0
	TOTAL LICENSES AND PERMITS	1,113.20	2,378.20	.00	2,378.20	.00	(2,378.20)	.0
	<u>OTHER REVENUE</u>							
22-38-100	INTEREST REVENUE	.00	.00	.00	.00	12,000.00	12,000.00	.0
	TOTAL OTHER REVENUE	.00	.00	.00	.00	12,000.00	12,000.00	.0
	TOTAL FUND REVENUE	1,113.20	2,378.20	.00	2,378.20	12,000.00	9,621.80	19.8

CITY OF MESQUITE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2016

TRANSPORTATION IMPACT FEE FUND

		PER. ACTUAL	YTD ACTUAL	EMCUMB.	TOTAL	BUDGET	VARIANCE	%
	<u>STREETS & DRAINAGE</u>							
22-65-230	STAFF TRAINING	446.97	1,131.97	.00	1,131.97	.00	(1,131.97)	.0
22-65-605	ADMINISTRATIVE EXPENSES	.00	.00	.00	.00	60,000.00	60,000.00	.0
22-65-746	TRAFFIC SIGNAL COORD - FIBER	349.99	7.98	.00	7.98	.00	(7.98)	.0
	TOTAL STREETS & DRAINAGE	796.96	1,139.95	.00	1,139.95	60,000.00	58,860.05	1.9
	TOTAL FUND EXPENDITURES	796.96	1,139.95	.00	1,139.95	60,000.00	58,860.05	1.9
	NET REVENUE OVER EXPENDITURES	316.24	1,238.25	.00	1,238.25	(48,000.00)	(49,238.25)	2.6

CITY OF MESQUITE
BALANCE SHEET
AUGUST 31, 2016

MORE COPS SRF

ASSETS

23-11900	CASH COMBINED FUND	(155,258.99)	
23-13107	OTHER RECEIVABLES	251,171.75	
TOTAL ASSETS			95,912.76

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
23-29800	BALANCE BEGINNING YEAR	84,540.45	
	REVENUE OVER EXPENDITURES - YTD	11,372.31	
BALANCE - CURRENT DATE		95,912.76	
TOTAL FUND EQUITY			95,912.76
TOTAL LIABILITIES AND EQUITY			95,912.76

CITY OF MESQUITE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2016

MORE COPS SRF

		PER. ACTUAL	ACTUAL YTD	ENCUMB.	TOTAL	BUDGET	VARIANCE	%
	<u>INTERGOVERNMENTAL REVENUES</u>							
23-33-255	MORE COPS GRANT-1/4% SALES TAX	90,038.46	160,000.00	.00	160,000.00	1,014,000.00	854,000.00	15.8
23-33-265	OTHER GRANTS	.00	.00	.00	.00	15,000.00	15,000.00	.0
	TOTAL INTERGOVERNMENTAL REVE	90,038.46	160,000.00	.00	160,000.00	1,029,000.00	869,000.00	15.6
	<u>OTHER REVENUE</u>							
23-38-100	INTEREST INCOME	(38.46)	.00	.00	.00	100.00	100.00	.0
	TOTAL OTHER REVENUE	(38.46)	.00	.00	.00	100.00	100.00	.0
	TOTAL FUND REVENUE	90,000.00	160,000.00	.00	160,000.00	1,029,100.00	869,100.00	15.6

CITY OF MESQUITE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2016

MORE COPS SRF

	PER. ACTUAL	YTD ACTUAL	EMCUMB.	TOTAL	BUDGET	VARIANCE	%
<u>EXPENDITURES</u>							
23-85-110 SALARIES	33,808.86	72,678.81	.00	72,678.81	490,021.00	417,342.19	14.8
23-85-112 VAC/SICK BUYOUT	.00	.00	.00	.00	22,517.00	22,517.00	.0
23-85-113 LONGEVITY PAY	1,800.00	3,050.00	.00	3,050.00	6,075.00	3,025.00	50.2
23-85-115 UNIFORM ALLOWANCE	.00	.00	.00	.00	14,000.00	14,000.00	.0
23-85-116 EDUCATION ASSISTANCE PAY	650.00	1,625.00	.00	1,625.00	5,200.00	3,575.00	31.3
23-85-120 OVERTIME	1,744.76	4,437.78	.00	4,437.78	25,000.00	20,562.22	17.8
23-85-130 EMPLOYEE BENEFITS	24,981.09	53,116.52	.00	53,116.52	337,549.00	284,432.48	15.7
23-85-250 EQUIPMENT SUPPLIES & MAINT NC	3,972.83	5,386.24	.00	5,386.24	40,000.00	34,613.76	13.5
TOTAL EXPENDITURES	66,957.54	140,294.35	.00	140,294.35	940,362.00	800,067.65	14.9
<u>DEPARTMENT 90</u>							
23-90-110 TRSFR TO GENERAL FUND	4,166.67	8,333.34	.00	8,333.34	50,000.00	41,666.66	16.7
TOTAL DEPARTMENT 90	4,166.67	8,333.34	.00	8,333.34	50,000.00	41,666.66	16.7
TOTAL FUND EXPENDITURES	71,124.21	148,627.69	.00	148,627.69	990,362.00	841,734.31	15.0
NET REVENUE OVER EXPENDITURES	18,875.79	11,372.31	.00	11,372.31	38,738.00	27,365.69	29.4

CITY OF MESQUITE
BALANCE SHEET
AUGUST 31, 2016

REDEVELOPMENT DISTRICT

ASSETS

25-11900	CASH - COMBINED FUND	5,401,548.31	
25-12100	CASH - NEVADA ST BANK(BOND \$\$)	623,728.88	
25-13110	NOTE RECEIVABLE	25.00	
	TOTAL ASSETS		6,025,302.19

LIABILITIES AND EQUITY

LIABILITIES

25-21310	ACCOUNTS PAYABLE	1,210.30	
	TOTAL LIABILITIES		1,210.30

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
25-29800	BALANCE - BEGINNING OF YEAR	6,594,550.16	
	REVENUE OVER EXPENDITURES - YTD	(570,458.27)	
	BALANCE - CURRENT DATE	6,024,091.89	
	TOTAL FUND EQUITY		6,024,091.89
	TOTAL LIABILITIES AND EQUITY		6,025,302.19

CITY OF MESQUITE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2016

REDEVELOPMENT DISTRICT

		PER. ACTUAL	ACTUAL YTD	ENCUMB.	TOTAL	BUDGET	VARIANCE	%
	<u>TAXES</u>							
25-31-100	PROPERTY TAXES	38,747.08	38,747.08	.00	38,747.08	2,000,000.00	1,961,252.92	1.9
	TOTAL TAXES	38,747.08	38,747.08	.00	38,747.08	2,000,000.00	1,961,252.92	1.9
	<u>INTERGOVERNMENTAL REVENUE</u>							
25-33-230	NDOT GRANTS-ROADS/HIGHWAYS	.00	.00	.00	.00	80,000.00	80,000.00	.0
	TOTAL INTERGOVERNMENTAL REVE	.00	.00	.00	.00	80,000.00	80,000.00	.0
	<u>OTHER REVENUE</u>							
25-38-100	INTEREST REVENUE	80.61	159.84	.00	159.84	20,000.00	19,840.16	.8
25-38-110	LEASE REV-COMMUNITY SIGNS	710.00	1,420.00	.00	1,420.00	9,000.00	7,580.00	15.8
25-38-115	MISC REVENUE	.00	.00	.00	.00	3,000.00	3,000.00	.0
	TOTAL OTHER REVENUE	790.61	1,579.84	.00	1,579.84	32,000.00	30,420.16	4.9
	TOTAL FUND REVENUE	39,537.69	40,326.92	.00	40,326.92	2,112,000.00	2,071,673.08	1.9

CITY OF MESQUITE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2016

REDEVELOPMENT DISTRICT

	PER. ACTUAL	YTD ACTUAL	EMCUMB.	TOTAL	BUDGET	VARIANCE	%
<u>SPECIAL APPROPRIATIONS</u>							
25-85-110 SALARIES	7,597.31	15,806.04	.00	15,806.04	94,652.00	78,845.96	16.7
25-85-112 VAC/SICK BUYOUT	.00	2,095.29	.00	2,095.29	5,407.00	3,311.71	38.8
25-85-113 LONGEVITY PAY	.00	.00	.00	.00	1,378.00	1,378.00	.0
25-85-120 OVERTIME	126.08	126.08	.00	126.08	250.00	123.92	50.4
25-85-130 EMPLOYEE BENEFITS	3,783.25	7,771.09	.00	7,771.09	47,922.00	40,150.91	16.2
25-85-210 BOOKS, SUBSCRIPTIONS & MEMBERS	632.00	1,007.00	.00	1,007.00	1,000.00	(7.00)	100.7
25-85-230 TRAVEL & TRAINING	236.50	236.50	.00	236.50	4,000.00	3,763.50	5.9
25-85-240 OFFICE EXPENSE & SUPPLIES	45.88	46.35	.00	46.35	100.00	53.65	46.4
25-85-620 MISCELLANEOUS SERVICES	(1,750.00)	2,000.00	500.00	2,500.00	50,000.00	47,500.00	5.0
25-85-653 DISTRICT SUPPORT SERVICES	.00	.00	.00	.00	150,000.00	150,000.00	.0
25-85-700 LAND PURCHASES	.00	.00	.00	.00	200,000.00	200,000.00	.0
25-85-740 C/P-STREETSCAPES	.00	.00	.00	.00	400,000.00	400,000.00	.0
25-85-754 COMMUNITY SIGNS	.00	.00	.00	.00	3,000.00	3,000.00	.0
25-85-756 TOWN SQUARE MEMORIAL PARK	.00	.00	.00	.00	600,000.00	600,000.00	.0
25-85-757 HISTORIC BUILDING RESTORATION	.00	.00	12,383.60	12,383.60	200,000.00	187,616.40	6.2
25-85-768 MESQ CAMPUS THEATER UPGRADE	.00	.00	.00	.00	60,000.00	60,000.00	.0
TOTAL SPECIAL APPROPRIATIONS	10,671.02	29,088.35	12,883.60	41,971.95	1,817,709.00	1,775,737.05	2.3
<u>TRANSFERS</u>							
25-90-101 TRSFR - DEBT SVC FUND #85	206,142.92	412,285.84	.00	412,285.84	2,473,715.00	2,061,429.16	16.7
25-90-109 TRANSFER TO GEN. FUND	84,705.50	169,411.00	.00	169,411.00	1,016,466.00	847,055.00	16.7
TOTAL TRANSFERS	290,848.42	581,696.84	.00	581,696.84	3,490,181.00	2,908,484.16	16.7
TOTAL FUND EXPENDITURES	301,519.44	610,785.19	12,883.60	623,668.79	5,307,890.00	4,684,221.21	11.8
NET REVENUE OVER EXPENDITURES	(261,981.75)	(570,458.27)	(12,883.60)	(583,341.87)	(3,195,890.00)	(2,612,548.13)	(18.3)

CITY OF MESQUITE
BALANCE SHEET
AUGUST 31, 2016

CITY MARKETING SRF

ASSETS

43-11900	CASH - COMBINED FUND	(34,999.98)	
	TOTAL ASSETS		(34,999.98)

LIABILITIES AND EQUITY

LIABILITIES

43-23110	ACCOUNTS PAYABLE	(11,666.66)	
	TOTAL LIABILITIES		(11,666.66)

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:

REVENUE OVER EXPENDITURES - YTD (23,333.32)

BALANCE - CURRENT DATE (23,333.32)

TOTAL FUND EQUITY (23,333.32)

TOTAL LIABILITIES AND EQUITY (34,999.98)

CITY OF MESQUITE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2016

CITY MARKETING SRF

		PER. ACTUAL	ACTUAL YTD	ENCUMB.	TOTAL	BUDGET	VARIANCE	%
	<u>OTHER REVENUE</u>							
43-31-100	LAND SALES (75% ALLOCATION)	.00	.00	.00	.00	450,000.00	450,000.00	.0
	TOTAL OTHER REVENUE	.00	.00	.00	.00	450,000.00	450,000.00	.0
	TOTAL FUND REVENUE	.00	.00	.00	.00	450,000.00	450,000.00	.0

CITY OF MESQUITE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2016

CITY MARKETING SRF

		PER. ACTUAL	YTD ACTUAL	EMCUMB.	TOTAL	BUDGET	VARIANCE	%
	<u>EXPENDITURES</u>							
43-40-310	PROF & TECH SVCS	11,666.66	23,333.32	.00	23,333.32	170,000.00	146,666.68	13.7
	TOTAL EXPENDITURES	11,666.66	23,333.32	.00	23,333.32	170,000.00	146,666.68	13.7
	TOTAL FUND EXPENDITURES	11,666.66	23,333.32	.00	23,333.32	170,000.00	146,666.68	13.7
	NET REVENUE OVER EXPENDITURES	(11,666.66)	(23,333.32)	.00	(23,333.32)	280,000.00	303,333.32	(8.3)

CITY OF MESQUITE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2016

ECONOMIC DEVELOPMENT INCENTIVE

		PER. ACTUAL	ACTUAL YTD	ENCUMB.	TOTAL	BUDGET	VARIANCE	%
	<u>OTHER REVENUE</u>							
44-31-100	LAND SALES - 25% ALLOCATION	.00	.00	.00	.00	150,000.00	150,000.00	.0
	TOTAL OTHER REVENUE	.00	.00	.00	.00	150,000.00	150,000.00	.0
	TOTAL FUND REVENUE	.00	.00	.00	.00	150,000.00	150,000.00	.0
	NET REVENUE OVER EXPENDITURES	.00	.00	.00	.00	150,000.00	150,000.00	.0

CITY OF MESQUITE
BALANCE SHEET
AUGUST 31, 2016

CAPITAL PROJECT FUND

ASSETS

45-11900	CASH - COMBINED FUND	1,441,294.53	
	TOTAL ASSETS		1,441,294.53

LIABILITIES AND EQUITY

LIABILITIES

45-21310	ACCOUNTS PAYABLE	268,974.74	
45-25500	DEFERRED REVENUE	31,395.00	
	TOTAL LIABILITIES		300,369.74

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:

45-29800	BEGINNING OF YEAR	1,176,182.57	
	REVENUE OVER EXPENDITURES - YTD	(35,257.78)	
	BALANCE - CURRENT DATE	1,140,924.79	
	TOTAL FUND EQUITY		1,140,924.79
	TOTAL LIABILITIES AND EQUITY		1,441,294.53

CITY OF MESQUITE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2016

CAPITAL PROJECT FUND

		<u>PER. ACTUAL</u>	<u>ACTUAL YTD</u>	<u>ENCUMB.</u>	<u>TOTAL</u>	<u>BUDGET</u>	<u>VARIANCE</u>	<u>%</u>
<u>INTERGOVERNMENTAL REVENUE</u>								
45-33-255	CC - REGIONAL FLOOD CONTROL	.00	.00	.00	.00	730,600.00	730,600.00	.0
45-33-257	HIGHWAY GRANT - RTC (EXIT 118)	(214,127.50)	(2,835.00)	.00	(2,835.00)	.00	2,835.00	.0
	TOTAL INTERGOVERNMENTAL REVE	<u>(214,127.50)</u>	<u>(2,835.00)</u>	<u>.00</u>	<u>(2,835.00)</u>	<u>730,600.00</u>	<u>733,435.00</u>	<u>(.4)</u>
	TOTAL FUND REVENUE	<u>(214,127.50)</u>	<u>(2,835.00)</u>	<u>.00</u>	<u>(2,835.00)</u>	<u>730,600.00</u>	<u>733,435.00</u>	<u>(.4)</u>

CITY OF MESQUITE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2016

CAPITAL PROJECT FUND

	PER. ACTUAL	YTD ACTUAL	EMCUMB.	TOTAL	BUDGET	VARIANCE	%
<u>EXPENDITURES</u>							
45-40-100 COST OF LAND SALES	7,533.05	7,533.05	.00	7,533.05	.00	(7,533.05)	.0
45-40-210 CONTRACTED SERVICES	.00	.00	.00	.00	50,000.00	50,000.00	.0
45-40-800 CEMETERY	13,611.03	13,611.03	440,852.00	454,463.03	500,000.00	45,536.97	90.9
45-40-802 CITY FACILITY PARKINGLOT REHAB	.00	.00	.00	.00	65,000.00	65,000.00	.0
45-40-809 TOWN WASH, N. OF I-15 & MESA B	.00	.00	.00	.00	280,600.00	280,600.00	.0
45-40-811 VIRGIN RIVER/E. MESQUITE BLVD.	27,678.70	27,678.70	103,106.36	130,785.06	450,000.00	319,214.94	29.1
45-40-812 EXIT 118 - CONSTRUCTION	(16,400.00)	(16,400.00)	64,721.20	48,321.20	64,800.00	16,478.80	74.6
TOTAL EXPENDITURES	32,422.78	32,422.78	608,679.56	641,102.34	1,410,400.00	769,297.66	45.5
TOTAL FUND EXPENDITURES	32,422.78	32,422.78	608,679.56	641,102.34	1,410,400.00	769,297.66	45.5
NET REVENUE OVER EXPENDITURES	(246,550.28)	(35,257.78)	(608,679.56)	(643,937.34)	(679,800.00)	(35,862.66)	(94.7)

CITY OF MESQUITE
BALANCE SHEET
AUGUST 31, 2016

SEWER FUND

ASSETS

52-11800	CASH-BK OF NEVADA WASTE BONDS	148,386.02	
52-11900	CASH - COMBINED FUND	2,216,111.38	
52-13109	SALES TAXES REC'BLE	100,000.00	
52-13110	ACCOUNTS RECEIVABLE	18,812.61	
52-14000	PREPAID EXPENSE	16,856.66	
52-16300	LAND	174,756.00	
52-16310	SEWER SYSTEM	36,291,660.34	
52-16315	UTILITY LINES	32,274,115.98	
52-16350	LAND EASEMENTS	25,300.00	
52-16510	MACHINERY AND EQUIPMENT	791,903.72	
52-16610	AUTOMOBILE AND TRUCKS	508,262.88	
52-17500	ACCUMULATED DEPRECIATION	(18,307,132.05)	
52-18100	GASB 68 - DEFERRED OUTFLOWS	197,399.00	
TOTAL ASSETS			54,456,432.54

LIABILITIES AND EQUITY

LIABILITIES

52-21310	ACCOUNTS PAYABLE	111,359.29	
52-21315	ACCRUED INTEREST	73,540.00	
52-21325	ACCRUED VACATION	90,098.35	
52-21500	CURRENT PORTION - L/T DEBT	995,748.00	
52-25103	BONDS PAYABLE - NEVADA, 2.863%	14,664,311.47	
52-25200	GASB 68 - DEFERRED INFLOWS	331,210.00	
52-25210	GASB 68: NET PENSION LIABILITY	1,284,273.00	
TOTAL LIABILITIES			17,550,540.11

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
52-29800	BEGINNING OF YEAR	30,991,221.58	
52-29805	CONTRIBUTED CAPITAL, NET	5,670,837.00	
	REVENUE OVER EXPENDITURES - YTD	243,833.85	
BALANCE - CURRENT DATE		36,905,892.43	
TOTAL FUND EQUITY			36,905,892.43
TOTAL LIABILITIES AND EQUITY			54,456,432.54

CITY OF MESQUITE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2016

SEWER FUND

		PER. ACTUAL	ACTUAL YTD	ENCUMB.	TOTAL	BUDGET	VARIANCE	%
	<u>TAXES</u>							
52-31-102	SALES TAX (HALF .25%)	50,000.00	100,000.00	.00	100,000.00	586,000.00	486,000.00	17.1
	TOTAL TAXES	50,000.00	100,000.00	.00	100,000.00	586,000.00	486,000.00	17.1
	<u>OPERATING REVENUE</u>							
52-37-100	SEWER SERVICES	237.16	618,707.10	.00	618,707.10	2,485,000.00	1,866,292.90	24.9
52-37-200	CONNECTION FEES	42,560.00	91,865.00	.00	91,865.00	400,000.00	308,135.00	23.0
	TOTAL OPERATING REVENUE	42,797.16	710,572.10	.00	710,572.10	2,885,000.00	2,174,427.90	24.6
	<u>OTHER REVENUE</u>							
52-38-100	INTEREST EARNINGS	.00	.00	.00	.00	300.00	300.00	.0
52-38-900	MISCELLANEOUS	15,315.98	17,625.98	.00	17,625.98	156,200.00	138,574.02	11.3
	TOTAL OTHER REVENUE	15,315.98	17,625.98	.00	17,625.98	156,500.00	138,874.02	11.3
	TOTAL FUND REVENUE	108,113.14	828,198.08	.00	828,198.08	3,627,500.00	2,799,301.92	22.8

CITY OF MESQUITE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2016

SEWER FUND

	PER. ACTUAL	YTD ACTUAL	EMCUMB.	TOTAL	BUDGET	VARIANCE	%
<u>EXPENDITURES</u>							
52-40-110 SALARIES AND WAGES	44,695.35	93,350.15	.00	93,350.15	661,389.00	568,038.85	14.1
52-40-112 VAC/SICK BUYOUT	.00	.00	.00	.00	25,309.00	25,309.00	.0
52-40-113 LONGEVITY PAY	.00	.00	.00	.00	13,590.00	13,590.00	.0
52-40-115 UNIFORM ALLOWANCE	.00	2,112.50	.00	2,112.50	3,320.00	1,207.50	63.6
52-40-120 OVERTIME	1,151.33	2,302.00	.00	2,302.00	10,000.00	7,698.00	23.0
52-40-130 EMPLOYEE BENEFITS	24,653.91	50,371.05	.00	50,371.05	358,073.00	307,701.95	14.1
52-40-230 TRAVEL & TRAINING	.00	180.00	.00	180.00	3,500.00	3,320.00	5.1
52-40-240 OFFICE EXPENSE & SUPPLIES	215.87	476.37	.00	476.37	16,000.00	15,523.63	3.0
52-40-250 EQUIPMENT SUPPLIES & MAINT NC	1,351.72	1,848.92	.00	1,848.92	44,300.00	42,451.08	4.2
52-40-260 EQUIPMENT	.00	.00	.00	.00	5,500.00	5,500.00	.0
52-40-280 UTILITIES	26,312.22	26,312.22	.00	26,312.22	296,000.00	269,687.78	8.9
52-40-290 TELEPHONE	316.63	649.86	.00	649.86	4,300.00	3,650.14	15.1
52-40-310 PROFESSIONAL & TECHNICAL SVCS	6,083.00	10,749.61	25,573.46	36,323.07	132,500.00	96,176.93	27.4
52-40-480 CHEMICAL SUPPLIES	8,034.06	13,771.74	61,435.06	75,206.80	106,000.00	30,793.20	71.0
52-40-510 INSURANCE	13,364.17	25,843.34	.00	25,843.34	172,500.00	146,656.66	15.0
52-40-535 DEPRECIATION	133,000.00	266,000.00	.00	266,000.00	1,596,000.00	1,330,000.00	16.7
52-40-610 MISCELLANEOUS SUPPLIES	2,928.14	6,114.39	.00	6,114.39	65,900.00	59,785.61	9.3
52-40-620 MISCELLANOUES SERVICES	5,717.44	8,097.92	7,230.00	15,327.92	71,000.00	55,672.08	21.6
52-40-695 BANK/CREDIT CARD FEES	2,644.16	2,644.16	.00	2,644.16	13,500.00	10,855.84	19.6
52-40-740 SEWER CAPITAL OUTLAY	.00	.00	.00	.00	190,000.00	190,000.00	.0
52-40-750 LATERAL CONS.FEE REIM.	.00	.00	.00	.00	10,000.00	10,000.00	.0
52-40-820 DEBT SERVICE - INTEREST	36,770.00	73,540.00	.00	73,540.00	455,424.00	381,884.00	16.2
TOTAL EXPENDITURES	307,238.00	584,364.23	94,238.52	678,602.75	4,254,105.00	3,575,502.25	16.0
TOTAL FUND EXPENDITURES	307,238.00	584,364.23	94,238.52	678,602.75	4,254,105.00	3,575,502.25	16.0
NET REVENUE OVER EXPENDITURES	(199,124.86)	243,833.85	(94,238.52)	149,595.33	(626,605.00)	(776,200.33)	23.9

CITY OF MESQUITE
BALANCE SHEET
AUGUST 31, 2016

CANYON CREST SID DSF

ASSETS

81-11900	CASH - COMBINED FUND	103,340.08	
81-12100	LGIP (MESQSID) - CONSTR FUNDS	384,843.36	
81-12500	CASH - WF TRUST#18326100	5,597.62	
81-13120	ASSESSMTS REC'BLE-CANYON CREST	2,344,209.27	
81-13500	CASH - WF DSRF TRUST#18326101	389,908.44	
81-13550	WELLS FARGO-ACCT #804-5040295	287,947.19	
	TOTAL ASSETS		3,515,845.96

LIABILITIES AND EQUITY

LIABILITIES

81-21450	DEVELOPER DEPOSIT - TOUSA	196,649.07	
81-24100	CANYON CREST -CUST OVERPAYMEN	5,010.33	
81-24105	CANYON CREST - PREPAID PRIN	89,793.94	
81-25120	DEFERRED REVENUE-CANYON CREST	2,344,209.27	
	TOTAL LIABILITIES		2,635,662.61

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:

81-29800	BEGINNING OF YEAR	1,179,649.13	
	REVENUE OVER EXPENDITURES - YTD	(299,465.78)	
	BALANCE - CURRENT DATE	880,183.35	
	TOTAL FUND EQUITY		880,183.35
	TOTAL LIABILITIES AND EQUITY		3,515,845.96

CITY OF MESQUITE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2016

CANYON CREST SID DSF

	PER. ACTUAL	ACTUAL YTD	ENCUMB.	TOTAL	BUDGET	VARIANCE	%
<u>SID ASSESSMENT REVENUE</u>							
81-31-115 PRINCIPLE ASSESS-CANYON CREST	.00	182.12	.00	182.12	205,000.00	204,817.88	.1
81-31-215 INTEREST ASSESS - CANYON CREST	236.44	388.72	.00	388.72	155,000.00	154,611.28	.3
81-31-220 INTEREST INC - ASSESSMNT FNDS	.00	.00	.00	.00	6,500.00	6,500.00	.0
TOTAL SID ASSESSMENT REVENUE	236.44	570.84	.00	570.84	366,500.00	365,929.16	.2
<u>OTHER SID INCOME</u>							
81-38-100 INTEREST INCOME	202.87	374.78	.00	374.78	500.00	125.22	75.0
81-38-120 CANYON CREST - LATE FEES	.00	96.76	.00	96.76	4,000.00	3,903.24	2.4
81-38-125 CANYON CREST - OTHER INCOME	86.00	86.00	.00	86.00	3,000.00	2,914.00	2.9
TOTAL OTHER SID INCOME	288.87	557.54	.00	557.54	7,500.00	6,942.46	7.4
TOTAL FUND REVENUE	525.31	1,128.38	.00	1,128.38	374,000.00	372,871.62	.3

CITY OF MESQUITE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2016

CANYON CREST SID DSF

		PER. ACTUAL	YTD ACTUAL	EMCUMB.	TOTAL	BUDGET	VARIANCE	%
	<u>SID DEBT SVC EXPENDITURES</u>							
81-40-801	BOND PMT- PRIN: CANYON CREST	230,000.00	230,000.00	.00	230,000.00	195,000.00	(35,000.00)	118.0
81-40-803	BOND PMT-INT: CANYON CREST	65,927.50	65,927.50	.00	65,927.50	127,000.00	61,072.50	51.9
81-40-850	BNDHOLDER PREPAY PREM	.00	.00	.00	.00	4,000.00	4,000.00	.0
	TOTAL SID DEBT SVC EXPENDITURES	295,927.50	295,927.50	.00	295,927.50	326,000.00	30,072.50	90.8
	<u>TRANSFERS</u>							
81-90-083	TRSFR TO SID ADMIN SRF #83	2,333.33	4,666.66	.00	4,666.66	28,000.00	23,333.34	16.7
	TOTAL TRANSFERS	2,333.33	4,666.66	.00	4,666.66	28,000.00	23,333.34	16.7
	TOTAL FUND EXPENDITURES	298,260.83	300,594.16	.00	300,594.16	354,000.00	53,405.84	84.9
	NET REVENUE OVER EXPENDITURES	(297,735.52)	(299,465.78)	.00	(299,465.78)	20,000.00	319,465.78	(1497.

CITY OF MESQUITE
BALANCE SHEET
AUGUST 31, 2016

ANTHEM AT MESQUITE SID DSF

ASSETS

82-11900	TOTAL ALLOCATION TO OTHER FUND	(622,435.07)	
82-12000	LGIP (MESQAN) - ADMIN FUND	426,360.62	
82-12100	LGIP (MESQAN) - CONST FUNDS	266,128.36	
82-12200	CASH - WF BOND FUND #9300	2.20	
82-12300	CASH- WF DS RESERVE FUND #9301	1,041,228.45	
82-13100	SID ASSESSMENTS RECEIVABLE	10,460,434.82	
82-13550	WELLS FARGO-ACCT #804-5040295	594,640.21	
	TOTAL ASSETS		12,166,359.59

LIABILITIES AND EQUITY

LIABILITIES

82-24100	ANTHEM - CUSTOMER OVERPAYMEN	14,365.01	
82-24105	ANTHEM - PREPAID PRINCIPLE	229,203.15	
82-25100	DEFERRED REVENUE - ANTHEM SID	10,460,434.82	
	TOTAL LIABILITIES		10,704,002.98

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
82-29800	BALANCE - BEGINNING OF YEAR	2,285,517.93	
	REVENUE OVER EXPENDITURES - YTD	(823,161.32)	
	BALANCE - CURRENT DATE	1,462,356.61	
	TOTAL FUND EQUITY		1,462,356.61
	TOTAL LIABILITIES AND EQUITY		12,166,359.59

CITY OF MESQUITE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2016

ANTHEM AT MESQUITE SID DSF

		PER. ACTUAL	ACTUAL YTD	ENCUMB.	TOTAL	BUDGET	VARIANCE	%
	<u>SID ASSESSMENT REVENUE</u>							
82-31-115	PRINCIPLE ASSESS - ANTHEM	111.84	311.16	.00	311.16	230,500.00	230,188.84	.1
82-31-215	INTEREST ASSESS - ANTHEM	314.42	1,171.68	.00	1,171.68	758,500.00	757,328.32	.2
	TOTAL SID ASSESSMENT REVENUE	426.26	1,482.84	.00	1,482.84	989,000.00	987,517.16	.2
	<u>OTHER SID INCOME</u>							
82-38-100	INTEREST INCOME	368.37	677.71	.00	677.71	1,200.00	522.29	56.5
82-38-120	ANTHEM - LATE FEES	531.95	1,166.27	.00	1,166.27	5,000.00	3,833.73	23.3
82-38-125	ANTHEM - OTHER INCOME	.00	85.61	.00	85.61	15,000.00	14,914.39	.6
	TOTAL OTHER SID INCOME	900.32	1,929.59	.00	1,929.59	21,200.00	19,270.41	9.1
	TOTAL FUND REVENUE	1,326.58	3,412.43	.00	3,412.43	1,010,200.00	1,006,787.57	.3

CITY OF MESQUITE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2016

ANTHEM AT MESQUITE SID DSF

		PER. ACTUAL	YTD ACTUAL	EMCUMB.	TOTAL	BUDGET	VARIANCE	%
	<u>SID DEBT SVC EXPENDITURES</u>							
82-40-801	BOND PMT- PRIN: ANTHEM SID	480,000.00	480,000.00	.00	480,000.00	250,000.00	(230,000.00)	192.0
82-40-803	BOND PMT-INT: ANTHEM SID	325,023.75	325,023.75	.00	325,023.75	643,000.00	317,976.25	50.6
82-40-805	BNDHOLDER PREPAY PREMIUM	2,300.00	2,300.00	.00	2,300.00	10,000.00	7,700.00	23.0
	TOTAL SID DEBT SVC EXPENDITURES	807,323.75	807,323.75	.00	807,323.75	903,000.00	95,676.25	89.4
	<u>TRANSFERS</u>							
82-90-083	TRSFR TO SID ADMIN SRF #83	9,625.00	19,250.00	.00	19,250.00	115,500.00	96,250.00	16.7
	TOTAL TRANSFERS	9,625.00	19,250.00	.00	19,250.00	115,500.00	96,250.00	16.7
	TOTAL FUND EXPENDITURES	816,948.75	826,573.75	.00	826,573.75	1,018,500.00	191,926.25	81.2
	NET REVENUE OVER EXPENDITURES	(815,622.17)	(823,161.32)	.00	(823,161.32)	(8,300.00)	814,861.32	(9917.

CITY OF MESQUITE
BALANCE SHEET
AUGUST 31, 2016

SID ADMINISTRATION FUND

ASSETS

83-11900	TOTAL ALLOCATION TO OTHER FUND	351,798.01	
	TOTAL ASSETS		351,798.01

LIABILITIES AND EQUITY

LIABILITIES

83-21310	ACCOUNTS PAYABLE	3,760.18	
83-21311	BANK SERVICE CHARGES PAYABLE	(423.63)	
	TOTAL LIABILITIES		3,336.55

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
83-29800	BEGINNING OF YEAR	342,030.97	
	REVENUE OVER EXPENDITURES - YTD	6,430.49	
	BALANCE - CURRENT DATE	348,461.46	
	TOTAL FUND EQUITY		348,461.46
	TOTAL LIABILITIES AND EQUITY		351,798.01

CITY OF MESQUITE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2016

SID ADMINISTRATION FUND

		PER. ACTUAL	ACTUAL YTD	ENCUMB.	TOTAL	BUDGET	VARIANCE	%
	<u>TRSFR FROM CANYON CREST SID</u>							
83-30-115	TRSFR FROM CANYON CREST SID	2,333.33	4,666.66	.00	4,666.66	28,000.00	23,333.34	16.7
83-30-200	INT INCOME - CANYON CREST	.00	230.25	.00	230.25	3,000.00	2,769.75	7.7
	<u>TOTAL TRSFR FROM CANYON CREST</u>	<u>2,333.33</u>	<u>4,896.91</u>	<u>.00</u>	<u>4,896.91</u>	<u>31,000.00</u>	<u>26,103.09</u>	<u>15.8</u>
	<u>TRSFR FROM ANTHEM SID</u>							
83-32-115	TRSFR FROM ANTHEM SID	9,625.00	19,250.00	.00	19,250.00	115,500.00	96,250.00	16.7
83-32-200	INT INCOME - ANTHEM	.00	427.60	.00	427.60	4,000.00	3,572.40	10.7
	<u>TOTAL TRSFR FROM ANTHEM SID</u>	<u>9,625.00</u>	<u>19,677.60</u>	<u>.00</u>	<u>19,677.60</u>	<u>119,500.00</u>	<u>99,822.40</u>	<u>16.5</u>
	<u>TOTAL FUND REVENUE</u>	<u>11,958.33</u>	<u>24,574.51</u>	<u>.00</u>	<u>24,574.51</u>	<u>150,500.00</u>	<u>125,925.49</u>	<u>16.3</u>

CITY OF MESQUITE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2016

SID ADMINISTRATION FUND

	PER. ACTUAL	YTD ACTUAL	EMCUMB.	TOTAL	BUDGET	VARIANCE	%
<u>CANYON CREST ADMIN EXPENSES</u>							
83-81-010 CANYON CREST - PROF SVCS	3,007.23	3,824.18	.00	3,824.18	25,000.00	21,175.82	15.3
83-81-110 CANYON CREST - SALARIES	1,417.82	2,956.29	.00	2,956.29	19,000.00	16,043.71	15.6
83-81-112 VAC/SICK BUYOUT	.00	.00	.00	.00	1,300.00	1,300.00	.0
83-81-130 CANYON CREST - EMPLOYEE BENS	615.84	1,266.11	.00	1,266.11	8,300.00	7,033.89	15.3
83-81-610 SERVICE AND SUPPLIES	.79	529.89	.00	529.89	5,500.00	4,970.11	9.6
TOTAL CANYON CREST ADMIN EXPEN	5,041.68	8,576.47	.00	8,576.47	59,100.00	50,523.53	14.5
<u>ANTHEM SID ADMIN EXPENSES</u>							
83-82-010 ANTHEM - PROFESSION SVCS	1,856.18	3,224.28	.00	3,224.28	40,000.00	36,775.72	8.1
83-82-110 ANTHEM - SALARIES	1,799.84	3,720.32	.00	3,720.32	19,000.00	15,279.68	19.6
83-82-112 VAC/SICK BUYOUT	.00	.00	.00	.00	1,300.00	1,300.00	.0
83-82-130 ANTHEM - EMPLOYEE BENS	777.23	1,588.73	.00	1,588.73	8,300.00	6,711.27	19.1
83-82-610 ANTHEM - SERVICE & SUPPLIES	356.64	1,034.22	.00	1,034.22	7,500.00	6,465.78	13.8
TOTAL ANTHEM SID ADMIN EXPENSE	4,789.89	9,567.55	.00	9,567.55	76,100.00	66,532.45	12.6
TOTAL FUND EXPENDITURES	9,831.57	18,144.02	.00	18,144.02	135,200.00	117,055.98	13.4
NET REVENUE OVER EXPENDITURES	2,126.76	6,430.49	.00	6,430.49	15,300.00	8,869.51	42.0

CITY OF MESQUITE
BALANCE SHEET
AUGUST 31, 2016

G.O. BOND SERIES 2002

ASSETS

85-11900	CASH-COMBINED FUND	1,761,792.64	
	TOTAL ASSETS		1,761,792.64

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
85-29800	BALANCE - BEGINNING OF YEAR	1,180,096.80	
	REVENUE OVER EXPENDITURES - YTD	581,695.84	
	BALANCE - CURRENT DATE	1,761,792.64	
	TOTAL FUND EQUITY		1,761,792.64
	TOTAL LIABILITIES AND EQUITY		1,761,792.64

CITY OF MESQUITE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2016

G.O. BOND SERIES 2002

		PER. ACTUAL	ACTUAL YTD	ENCUMB.	TOTAL	BUDGET	VARIANCE	%
	<u>CONTRIBUTIONS AND TRANSFERS</u>							
85-39-960	TRANSFER FROM RE-DEV	206,142.92	412,285.84	.00	412,285.84	2,473,715.00	2,061,429.16	16.7
85-39-961	TRANSFER FROM G/F	84,705.00	169,410.00	.00	169,410.00	1,016,466.00	847,056.00	16.7
	TOTAL CONTRIBUTIONS AND TRANSF	290,847.92	581,695.84	.00	581,695.84	3,490,181.00	2,908,485.16	16.7
	TOTAL FUND REVENUE	290,847.92	581,695.84	.00	581,695.84	3,490,181.00	2,908,485.16	16.7

CITY OF MESQUITE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2016

G.O. BOND SERIES 2002

		PER. ACTUAL	YTD ACTUAL	EMCUMB.	TOTAL	BUDGET	VARIANCE	%
	<u>MAINTENANCE/REPAIRS</u>							
85-40-813	RDA SERIES 2012 DEBT SVC -PRIN	.00	.00	.00	.00	2,446,800.00	2,446,800.00	.0
85-40-814	RDA SERIES 2014 DEBT SVC-PRIN	.00	.00	.00	.00	824,000.00	824,000.00	.0
85-40-824	RDA SERIES 2012 - DEBT SVC INT	.00	.00	.00	.00	26,915.00	26,915.00	.0
85-40-825	RDA SERIES 2014 - DEBT SVC INT	.00	.00	.00	.00	192,466.00	192,466.00	.0
	TOTAL MAINTENANCE/REPAIRS	.00	.00	.00	.00	3,490,181.00	3,490,181.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	.00	.00	3,490,181.00	3,490,181.00	.0
	NET REVENUE OVER EXPENDITURES	290,847.92	581,695.84	.00	581,695.84	.00	(581,695.84)	.0

CITY OF MESQUITE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2016

WASTE DISPOSAL D/S FUND

		PER. ACTUAL	ACTUAL YTD	ENCUMB.	TOTAL	BUDGET	VARIANCE	%
	<u>CONTRIBUTIONS AND TRANSFERS</u>							
87-39-960	TRANSFER FROM G/F	.00	.00	.00	.00	240,000.00	240,000.00	.0
	TOTAL CONTRIBUTIONS AND TRANSF	.00	.00	.00	.00	240,000.00	240,000.00	.0
	TOTAL FUND REVENUE	.00	.00	.00	.00	240,000.00	240,000.00	.0

CITY OF MESQUITE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2016

WASTE DISPOSAL D/S FUND

		PER. ACTUAL	YTD ACTUAL	EMCUMB.	TOTAL	BUDGET	VARIANCE	%
	<u>EXPENDITURES</u>							
87-40-810	PRINCIPAL EXPENSE	.00	.00	.00	.00	312,145.00	312,145.00	.0
87-40-820	INTEREST EXPENSE	.00	.00	.00	.00	12,750.00	12,750.00	.0
	TOTAL EXPENDITURES	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>324,895.00</u>	<u>324,895.00</u>	<u>.0</u>
	TOTAL FUND EXPENDITURES	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>324,895.00</u>	<u>324,895.00</u>	<u>.0</u>
	NET REVENUE OVER EXPENDITURES	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>(84,895.00)</u>	<u>(84,895.00)</u>	<u>.0</u>

CITY OF MESQUITE
BALANCE SHEET
AUGUST 31, 2016

TRUST & AGENCY FUND

ASSETS

90-11310	PETTY CASH - JAIL COMMISSARY	100.00	
90-11320	BANK OF NEVADA	7,680.00	
90-11900	CASH AND COMBINED FUND	326,506.19	
	TOTAL ASSETS		334,286.19

LIABILITIES AND EQUITY

LIABILITIES

90-21310	ACCOUNTS PAYABLE	441.45	
90-26100	CONTRACTOR DEPOSIT	74,441.55	
90-26103	VETERANS MEMORIAL DEPOSITS	216.51	
90-26105	POLICE YOUTH PROGRAMS	805.10	
90-26109	MESQUITE NARCOTICS TASK FORCE	7,680.00	
90-26110	ASSET FORFEITURE TASK FORCE	168,735.06	
90-26111	ANIMAL SHELTER DONATIONS	4,812.00	
90-26113	INMATE COMMISSARY FUND	13,081.26	
90-26115	VETERANS DAY PARADE	66.50	
90-26117	POLICE - GRAD NITE OUT PARTY	7,794.70	
90-26118	POLICE - SHOP W/ A COP	28,176.71	
90-26119	POLICE - NAT'L NIGHT OUT	3,500.00	
90-26121	POLICE DEPT DONATIONS	663.09	
90-26122	MESQUITE ENERGY FAIR	785.59	
90-26124	COMMUNITY THEATRE - R&M	814.92	
90-26125	SCENIC COMM TOWER R&M FUND	12,000.00	
90-26128	LEASES - SECURITY DEPOSITS	5,100.00	
90-26129	POLICE - FINGER PRINTING FEES	5,171.75	
	TOTAL LIABILITIES		334,286.19
	TOTAL FUND EQUITY		.00
	TOTAL LIABILITIES AND EQUITY		334,286.19

CITY OF MESQUITE
BALANCE SHEET
AUGUST 31, 2016

GENERAL FIXED ASSETS

ASSETS

91-16110	LAND	12,876,471.69	
91-16210	BUILDINGS & IMPROVEMENTS	48,332,981.86	
91-16310	IMPROVE.OTHER THAN BUILDINGS	23,812,203.89	
91-16410	OFFICE FURNITURE AND EQUIPMENT	8,504,432.26	
91-16610	AUTOMOBILES AND TRUCKS	7,109,192.69	
91-16620	WORK IN PROGRESS	2,791,182.70	
91-16710	STORM DRAINS & INLETS	12,514,633.95	
91-16810	STREETS & SIDEWALKS	98,240,865.56	
	TOTAL ASSETS		214,181,964.60

LIABILITIES AND EQUITY

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
91-29800	BEGINNING OF YEAR	205,033,677.25	
91-29850	ADDITIONS - CURRENT YEAR	9,148,287.35	
	REVENUE OVER EXPENDITURES - YTD		
	BALANCE - CURRENT DATE	214,181,964.60	
	TOTAL FUND EQUITY		214,181,964.60
	TOTAL LIABILITIES AND EQUITY		214,181,964.60

CITY OF MESQUITE
BALANCE SHEET
AUGUST 31, 2016

CITY SERVICES RESERVE FUND

ASSETS

97-11900	CASH ALLOCATION	49,333.34	
TOTAL ASSETS			49,333.34

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
REVENUE OVER EXPENDITURES - YTD	49,333.34		
BALANCE - CURRENT DATE		49,333.34	
TOTAL FUND EQUITY			49,333.34
TOTAL LIABILITIES AND EQUITY			49,333.34

CITY OF MESQUITE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2016

CITY SERVICES RESERVE FUND

		PER. ACTUAL	ACTUAL YTD	ENCUMB.	TOTAL	BUDGET	VARIANCE	%
	<u>TRANSFERS</u>							
97-39-010	TRSFR FROM GENERAL FUND	24,666.67	49,333.34	.00	49,333.34	296,000.00	246,666.66	16.7
	TOTAL TRANSFERS	24,666.67	49,333.34	.00	49,333.34	296,000.00	246,666.66	16.7
	TOTAL FUND REVENUE	24,666.67	49,333.34	.00	49,333.34	296,000.00	246,666.66	16.7

CITY OF MESQUITE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2016

CITY SERVICES RESERVE FUND

		PER. ACTUAL	YTD ACTUAL	EMCUMB.	TOTAL	BUDGET	VARIANCE	%
	<u>DEPARTMENT 40</u>							
97-40-130	ACCRUED LEAVE PAYOUTS	.00	.00	.00	.00	20,500.00	20,500.00	.0
	TOTAL DEPARTMENT 40	.00	.00	.00	.00	20,500.00	20,500.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	.00	.00	20,500.00	20,500.00	.0
	NET REVENUE OVER EXPENDITURES	24,666.67	49,333.34	.00	49,333.34	275,500.00	226,166.66	17.9

CITY OF MESQUITE
BALANCE SHEET
AUGUST 31, 2016

TECHNOLOGY RES/REPLACMNT FUND

ASSETS

98-11900	CASH - COMBINED FUND	23,191.94	
	TOTAL ASSETS		23,191.94

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:

98-29800	BALANCE - BEGINNING OF YEAR	29,638.60	
	REVENUE OVER EXPENDITURES - YTD	(6,446.66)	
	BALANCE - CURRENT DATE	23,191.94	
	TOTAL FUND EQUITY		23,191.94
	TOTAL LIABILITIES AND EQUITY		23,191.94

CITY OF MESQUITE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2016

TECHNOLOGY RES/REPLACMNT FUND

		PER. ACTUAL	YTD ACTUAL	EMCUMB.	TOTAL	BUDGET	VARIANCE	%
	<u>DEPARTMENT 90</u>							
98-90-110	TRFR TO GEN FUND	3,223.33	6,446.66	.00	6,446.66	38,680.00	32,233.34	16.7
	TOTAL DEPARTMENT 90	3,223.33	6,446.66	.00	6,446.66	38,680.00	32,233.34	16.7
	TOTAL FUND EXPENDITURES	3,223.33	6,446.66	.00	6,446.66	38,680.00	32,233.34	16.7
	NET REVENUE OVER EXPENDITURES	(3,223.33)	(6,446.66)	.00	(6,446.66)	(38,680.00)	(32,233.34)	(16.7)

CITY OF MESQUITE
BALANCE SHEET
AUGUST 31, 2016

VEHICLE/EQUIP REPLACEMNT FUND

ASSETS

99-11900	CASH - COMBINED FUND	534,089.81	
	TOTAL ASSETS		534,089.81

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
99-29800	BALANCE - BEGINNING OF YEAR	534,089.81	
	REVENUE OVER EXPENDITURES - YTD		
	BALANCE - CURRENT DATE	534,089.81	
	TOTAL FUND EQUITY		534,089.81
	TOTAL LIABILITIES AND EQUITY		534,089.81

CITY OF MESQUITE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2016

VEHICLE/EQUIP REPLACEMNT FUND

		PER. ACTUAL	YTD ACTUAL	EMCUMB.	TOTAL	BUDGET	VARIANCE	%
	<u>CAPITAL EXPENDITURES</u>							
99-40-054	POLICE	.00	.00	.00	.00	100,000.00	100,000.00	.0
	TOTAL CAPITAL EXPENDITURES	.00	.00	.00	.00	100,000.00	100,000.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	.00	.00	100,000.00	100,000.00	.0
	NET REVENUE OVER EXPENDITURES	.00	.00	.00	.00	(100,000.00)	(100,000.00)	.0

CITY OF MESQUITE
PURCHASE ORDERS REQUIRING COUNCIL APPROVAL
DATE OF COUNCIL MEETING: October 11, 2016

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

							For Fiscal Year 2016-2017		
				G/L	Account	Po's to be		Current	Remaining
				Account #	Description	Approved	Original	Budget	Budget
Vendor	Description	Requested By:	Department				Budget	Balance	(Over)Under
Mickelson & Ray Inc.	8 Graden Cripts for New Cemetary	B Tanner	Capital Porjects	45-40-800	CP Fund - Cemetery	\$ 4,000	\$ 500,000	\$ 455,537	\$ 451,537

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

							For Fiscal Year 2016-2017		
Truck Works Holding LLC	Replace corroded water tank on unit #158	B Tanner	PW - Streets & Drainage	10-65-740	PW - Streets & Drainage Capital Outlay	\$ 33,346	\$ 35,750	\$ 35,750	\$ 2,404
Premier Columbaria	Granite products for New Cemetary	B Tanner	Capital Porjects	45-40-800	CP Fund - Cemetery	\$ 26,172	\$ 500,000	\$ 455,537	\$ 429,365
Trade West Contstruction*	Construct 2016 New Memetary	B Tanner	Capital Porjects	45-40-800	CP Fund - Cemetery	\$ 1,238,714	\$ 500,000	\$ 455,537	\$ (783,177)

* Will be use part of the fund balance from previous years.

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

NRS 354.5980005
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.
 (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 between funds or from the contingency account, if:
 (1) The governing body announces the transfer of appropriations of a regularly scheduled meeting and sets forth the each amount to be transferred and the accounts, functions, programs and funds affected;
 (2) The governing body sets forth its reasons for the transfer; and
 (3) The action is recorded in the official minutes of the meeting.

CITY OF MESQUITE
NOTIFICATION OF BUDGET AMENDMENTS AND BUDGET AUGMENTS
DATE OF COUNCIL MEETING: October 11, 2016

BUDGET AMENDMENTS FY2016-2017

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

BUDGET AUGMENTS FY2016-2017

[illegible]



City Council Agenda Item Report

Submitted by: Tracy Beck
Submitting Department: City Manager
Meeting Date: October 11, 2016

Subject:

Proclamation - October is Arts Month

- Discussion and Possible Action

Recommendation:

Accept the Proclamation

Petitioner:

Andy Barton

Is this a budgeted item?

No

Fiscal Impact:

None

Background:

None

Contract Bid Expires On:

Attachments:

- [Cover Sheet](#)
- [PROCLAMATION - October is Arts Month.docx](#)



City Council Agenda Item Report

Submitted by: Tracy Beck
Submitting Department: City Manager
Meeting Date: October 11, 2016

Subject:

Proclamation - October is Arts Month

- Discussion and Possible Action

Recommendation:

Accept the Proclamation

Petitioner:

Andy Barton

Is this a budgeted item?

No

Fiscal Impact:

None

Background:

None

Contract Bid Expires On:**Attachments:**

- [Cover Sheet](#)
- [PROCLAMATION - October is Arts Month.docx](#)



PROCLAMATION
"OCTOBER IS ARTS MONTH"

WHEREAS, the Arts and Humanities enhance and enrich the lives of all Americans by positively affecting every aspect of life in America; and

WHEREAS, the month of October has been designated as National Arts and Humanities month; and

WHEREAS, the Arts community of Mesquite has joined in the recognition of National Arts and Humanities month and has scheduled a full month of activities highlighting Arts and Culture within our community; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of Mesquite, do hereby declare October, 2015, as

"Arts Month in Mesquite"

and call upon the citizens of Mesquite to participate in and celebrate the artistic riches available in Mesquite.

IN WITNESS WHEREOF, I have hereunto set my hand to be affixed this 11th day of October, 2016.

THE CITY OF MESQUITE

Allan S. Litman, Mayor

ATTEST:

Tracy E. Beck, City Clerk



City Council Agenda Item Report

Submitted by: Tracy Beck
Submitting Department: City Manager
Meeting Date: October 11, 2016

Subject:

Mayor's Comments

Recommendation:

Petitioner:

Andy Barton

Is this a budgeted item?

No

Fiscal Impact:

None

Background:

None

Contract Bid Expires On:

Attachments:

-



City Council Agenda Item Report

Submitted by: Tracy Beck
Submitting Department: City Manager
Meeting Date: October 11, 2016

Subject:

City Council and Staff Reports

Recommendation:

Petitioner:

Andy Barton

Is this a budgeted item?

No

Fiscal Impact:

None

Background:

None

Contract Bid Expires On:

Attachments:

-



City Council Agenda Item Report

Submitted by: Tracy Beck

Submitting Department: Development Services

Meeting Date: October 11, 2016

Subject:

Consideration of Abandonment Case No. AB-16-001 (Craig Nielsen BLA) to abandon an existing public utility easement along the existing rear property lines of the lots at 1157 and 1169 Pebble View Lane and create a new public utility easements along the new rear property line created by the Boundary Line Adjustment Cases No. BLA-16-004 and BLA-16-005.

- Public Comment
- Discussion and Possible Action

Recommendation:

Approve Abandonment Case No. AB-16-001.

Petitioner:

Richard Secrist, Development Services Director

Is this a budgeted item?

No

Fiscal Impact:

None

Background:

The vacation and abandonment of the 5.00 foot Public Utility and Drainage Easements along the rear property lines of Lot 43 and Lot 44 as recorded on the Final Map of Spanish Bay Subdivision, will allow the owners of those lots to build swimming pools over the old property lines. New rear property lines were created as part of the Boundary Line Agreements recently approved for those lots. Lots 43 and 44 (1157 and 1169 Pebble View Lane) acquired additional land from a common area owned by the Canyon Crest Master Association. And new Public Utility and Drainage Easements will be dedicated along the new rear property lines.

Mesquite Municipal Code Sections 9-5-6(F)(1)(a)(b) set forth the following procedures for public notice:
F. Vacation Approval:

1. Public Hearing: The city council, upon receipt of the recommendation of the planning commission or the staff review committee, as appropriate, shall hold a public hearing on a vacation request, pursuant to section 9-4-7 of this title. Notice of the public hearing shall be given in accordance with the following requirements:

a. Notification shall be by certified mail pursuant to subsection 9-4-2B of this title to each owner of property abutting the street, right of way or easement proposed to be vacated;

b. Notice of the proposed vacation or abandonment shall be published pursuant to subsection 9-4-2A of this title not less than ten (10) days nor more than forty (40) days before the date of the hearing;

Mailed notice to property owners was sent September 26, 2016 and published notice appeared in the Review Journal September 27, 2016.

Contract Bid Expires On:

Attachments:

- [Cover Sheet Page One](#)
- [Cover Sheet Page Two](#)
- [AB-16-001_StaffMemo.docx](#)
- [AB-16-001_App&Plans2.pdf](#)



City Council Agenda Item Report

Submitted by: Tracy Beck

Submitting Department: Development Services

Meeting Date: October 11, 2016

Subject:

Consideration of Abandonment Case No. AB-16-001 (Craig Nielsen BLA) to abandon an existing public utility easement along the existing rear property lines of the lots at 1157 and 1169 Pebble View Lane and create a new public utility easements along the new rear property line created by the Boundary Line Adjustment Cases No. BLA-16-004 and BLA-16-005.

- Public Comment
- Discussion and Possible Action

Recommendation:

Approve Abandonment Case No. AB-16-001.

Petitioner:

Richard Secrist, Development Services Director

Is this a budgeted item?

No

Fiscal Impact:

None

Background:

The vacation and abandonment of the 5.00 foot Public Utility and Drainage Easements along the rear property lines of Lot 43 and Lot 44 as recorded on the Final Map of Spanish Bay Subdivision, will allow the owners of those lots to build swimming pools over the old property lines. New rear property lines were created as part of the Boundary Line Agreements recently approved for those lots. Lots 43 and 44 (1157 and 1169 Pebble View Lane) acquired additional land from a common area owned by the Canyon Crest Master Association. And new Public Utility and Drainage Easements will be dedicated along the new rear property lines.

Mesquite Municipal Code Sections 9-5-6(F)(1)(a)(b) set forth the following procedures for public notice:
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b. Notice of the proposed vacation or abandonment shall be published pursuant to subsection 9-4-2A of this title not less than ten (10) days nor more than forty (40) days before the date of the hearing;

Mailed notice to property owners was sent September 26, 2016 and published notice appeared in the Review Journal September 27, 2016.

Contract Bid Expires On:

Attachments:

- [Cover Sheet Page One](#)
- [Cover sheet Page Two](#)
- [AB-16-001_StaffMemo.docx](#)
- [AB-16-001_App&Plans2.pdf](#)



TO: Honorable Mayor and City Council

FROM: Richard Secrist, Development Services Director

DATE: September 23, 2016

SUBJECT: Consideration of Abandonment Case No. AB-16-001 (Craig Nielsen & Kim Anderton) to abandon an existing public utility easement along the existing rear property lines of the lots at 1157 and 1169 Pebble View Lane and create a new public utility easements along the new rear property line created by the Boundary Line Adjustment Case Nos. BLA-16-004 and BLA-16-005.

Recommendation

Approve Abandonment Case No. AB-16-001 subject to Staff recommendations and Standard Conditions.

Background

The vacation and abandonment of the 5.00 foot Public Utility and Drainage Easements along the rear property lines of Lot 43 and Lot 44 as recorded on the Final Map of Spanish Bay Subdivision, will allow the owners of those lots to build swimming pools over the old property lines. New rear property lines were created as part of the Boundary Line Agreements recently approved for those lots. Lots 43 and 44 (1157 and 1169 Pebble View Lane) acquired additional land from a common area owned by the Canyon Crest Master Association. And new Public Utility and Drainage Easements will be dedicated along the new rear property lines.

Key Facts

- The only property owners affected are the two requesting the vacation and abandonment.
- None of the affected public utilities object to this action.

Analysis

Mesquite Municipal Code Sections 9-5-6(F)(1)(a)(b) set forth the following procedures for public notice:

F. Vacation Approval:

1. Public Hearing: The city council, upon receipt of the recommendation of the planning commission or the staff review committee, as appropriate, shall hold a public hearing on a vacation request, pursuant to section [9-4-7](#) of this title. Notice of the public hearing shall be given in accordance with the following requirements:

a. Notification shall be by certified mail pursuant to subsection [9-4-2B](#) of this title to each owner of property abutting the street, right of way or easement proposed to be vacated;

b. Notice of the proposed vacation or abandonment shall be published pursuant to subsection [9-4-2A](#) of this title not less than ten (10) days nor more than forty (40) days before the date of the hearing;

Mailed notice to property owners was sent September 26, 2016 and published notice appeared in the Review Journal September 27, 2016.

Previous Council Action

On February 8, 2005 the City approved (5-0) a Final Map for Spanish Bay Subdivision containing 103 lots on 29.11 acres.

On October 12, 2004 the City Council approved (5-0) Bill #308 for a Development Agreement with Canyon Crest LLC, and granted Tentative Map Approval to Villages 1-8.



Abandonment

Project Information

Project Name Craig Nielsen, BLA, and Kim Anderton
Project Location 1157 Pebble View Lane and 1169 Pebble View Lane
Assessor's Parcel Number(s) 001-04-813-035, and 001-04-813-034
Existing Zoning SF/PUD Gross Acres _____
Please explain the intent of this request Owner would like to abandon existing easement and relocate to proposed rear lot line to accommodate pool

Applicant Signature [Signature]

Date 7-27-16

Applicant Information

Property Owner(s) Craig Nielsen
Mailing Address 888 E Ranch Circle, Draper, UT 84020
Phone No 801-573-8268 Email cnielsen96@gmail.com Fax No _____

Applicant (if different than Owner) SAME

Mailing Address _____

Phone No _____ Email _____ Fax No _____

Contact Person/Representative (if different than Owner) Victor R. Campbell

Mailing Address 750 W Pioneer Blvd, Mesquite, NV 89027

Phone No 702-346-5100 Email victor@bullochbrothers.com Fax No _____

Office Use Only

Case No AB-16-001 Application Fee \$ 600.00
Date Received 8/17/16 Noticing Fee \$ 0
Received By R.S. Planner R.S.

AB-1

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

02/11



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 1157 Pebble View Lane

Assessor's Parcel No(s) 001-04-813-035

Applicant Information

Property Owner(s) Canyon Crest Master Assn

Mailing Address c/o Colonial Property Management, 736 W Pioneer Blvd, Mesquite, NV 89027

Applicant (if different than Owner) Craig A. Nielsen

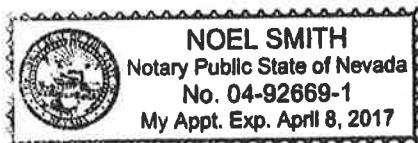
Mailing Address 888 E Ranch Circle, Draper, UT 84020

(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.

X David Ballweg FOR CANYON CREST HOA
Property Owner Signature Print Name DAVID BALLWEG
Applicant Signature Print Name

Notary Public

SUBSCRIBED AND SWORN TO BEFORE ME THIS 16 DAY OF Aug. 2016
BY David Ballweg AS THE OWNER/APPLICANT
NOTARY PUBLIC Noel Smith MY COMMISSION EXPIRES 4-8-17





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 1169 Pebble View Lane

Assessor's Parcel No(s) 001-04-813-034

Applicant Information

Property Owner(s) Kim Anderton

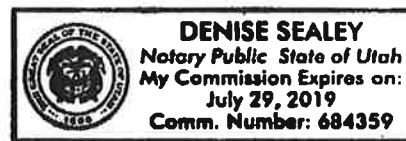
Mailing Address 6891 S, 825 E Midvale, UT 84047

Applicant (if different than Owner) SAME

Mailing Address _____

(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	<i>Kim Anderton</i>	Print Name	Kim Anderton
Applicant Signature	<i>Kim Anderton</i>	Print Name	Kim Anderton
State of Utah		County of Salt Lake	
Notary Public			
SUBSCRIBED AND SWORN TO BEFORE ME THIS		16 th	DAY OF August 2016
BY <i>Kim Anderton</i>		AS THE OWNER/APPLICANT	
NOTARY PUBLIC <i>Denise Sealey</i>		MY COMMISSION EXPIRES 7-29-2019	



LEGAL DESCRIPTIONS ADJUSTED AREA

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 13 SOUTH, RANGE 71 EAST, MOUNT DIABLO BASE AND MERIDIAN, WITHIN THE CITY OF MESQUITE, CLARK COUNTY, NEVADA AND BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 44 AS RECORDED ON THE FINAL MAP OF SPANISH BAY SUBDIVISION, A COMMON INTEREST COMMUNITY, AT CANYON CREST PLANNED UNIT DEVELOPMENT IN BOOK 126, PAGE 44 OF PLATS IN THE OFFICIAL RECORDS OF CLARK COUNTY, NEVADA AND RUNNING;

THENCE SOUTH 21°03'03"WEST 2.77 FEET ALONG THE WEST LINE OF SAID LOT 44;

THENCE SOUTH 33°46'37"WEST 39.91 FEET ALONG THE WEST LINE OF SAID LOT 44;

THENCE SOUTH 52°39'19"WEST 10.84 FEET ALONG THE WEST LINE OF SAID LOT 44;

THENCE NORTH 46°52'35"WEST 20.48 FEET TO THE EAST LINE OF A CONSERVATION EASEMENT WITHIN COMMON ELEMENT D AS RECORDED ON THE SAID FINAL MAP;

THENCE NORTH 30°40'35"EAST 45.41 FEET ALONG THE EAST LINE OF SAID CONSERVATION EASEMENT;

THENCE SOUTH 65°34'11"EAST 25.90 FEET TO THE POINT OF BEGINNING.

CONTAINS 1,214 SQUARE FEET, AS DESCRIBED

LEGAL DESCRIPTION ADJUSTED AREA

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 13 SOUTH, RANGE 71 EAST, MOUNT DIABLO BASE AND MERIDIAN, WITHIN THE CITY OF MESQUITE, CLARK COUNTY, NEVADA AND BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 43 AS RECORDED ON THE FINAL MAP OF SPANISH BAY SUBDIVISION, A COMMON INTEREST COMMUNITY, AT CANYON CREST PLANNED UNIT DEVELOPMENT IN BOOK 126, PAGE 44 OF PLATS IN THE OFFICIAL RECORDS OF CLARK COUNTY, NEVADA AND RUNNING;

THENCE SOUTH 21°03'03"WEST 58.82 FEET ALONG THE WEST LINE OF SAID LOT 43;

THENCE NORTH 65°34'11"WEST 25.90 FEET TO THE EAST LINE OF A CONSERVATION EASEMENT WITHIN COMMON ELEMENT D AS RECORDED ON THE SAID FINAL MAP;

THENCE NORTH 30°40'35"EAST 34.83 FEET ALONG THE EAST LINE OF SAID CONSERVATION EASEMENT;

THENCE NORTH 01°00'00"EAST 24.43 FEET ALONG THE EAST LINE OF SAID CONSERVATION EASEMENT;

THENCE SOUTH 68°56'57"EAST 28.41 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.504 SQUARE FEET AS DESCRIBED

OWNER'S CERTIFICATE

WE, CRAIG A. NIELSEN, A MARRIED MAN AS HIS SOLE AND PRIVATE PROPERTY AND DAVE BALLWEG AS THE SECRETARY/TREASURER OF CANYON CREST MASTER ASSOCIATION, A NEVADA NON-PROFIT CORPORATION, DOES HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PARCELS OF LAND AS SHOWN HEREIN AND HAVE CAUSED A BOUNDARY LINE ADJUSTMENT SURVEY TO BE PERFORMED AS INDICATED HEREIN. WE HAVE EXAMINED AND APPROVED THIS PLAT AND CONSENT TO AND AUTHORIZE THE RECORDATION OF THE SAME. FURTHER, WE AGREE TO PREPARE AND EXECUTE THE REQUIRED DOCUMENTS CREATING ANY AND ALL EASEMENTS AS SHOWN HEREIN AND TO EXECUTE ALL REQUIRED DOCUMENTATION ABANDONING ANY EXISTING EASEMENT AFFECTING THE LANDS SHOWN PURSUANT TO THE PROVISIONS OF NRS 278.010 THROUGH 278.030, INCLUSIVE. ALL TAXES ON THE LANDS SHOWN HEREIN, FOR THE CURRENT TAX YEAR, HAVE BEEN PAID.

CRAIG A. NIELSEN DATE

DAVE BALLWEG SECRETARY/TREASURER DATE

ACKNOWLEDGMENT

STATE OF NEVADA S.S.
COUNTY OF CLARK

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON _____ BY CRAIG A. NIELSEN.

NOTARY PUBLIC MY COMMISSION EXPIRES

ACKNOWLEDGMENT

STATE OF NEVADA S.S.
COUNTY OF CLARK

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON _____ BY DAVE BALLWEG AS THE SECRETARY/TREASURER OF CANYON CREST MASTER ASSOCIATION, A NEVADA NON-PROFIT CORPORATION.

NOTARY PUBLIC MY COMMISSION EXPIRES

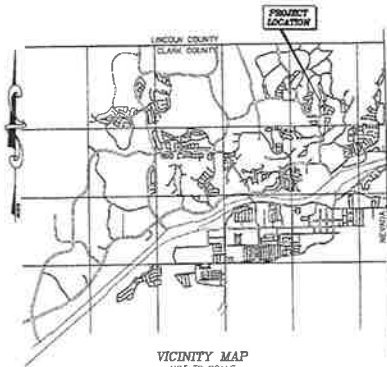
LEGAL DESCRIPTIONS ADJUSTED AREA

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 13 SOUTH, RANGE 71 EAST, MOUNT DIABLO BASE AND MERIDIAN, WITHIN THE CITY OF MESQUITE, CLARK COUNTY, NEVADA AND BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF PEBBLE VIEW LANE (A 41.00 FOOT PRIVATE STREET) THAT IS THE NORTHEAST CORNER OF LOT 44 AS RECORDED ON THE FINAL MAP OF SPANISH BAY SUBDIVISION, A COMMON INTEREST COMMUNITY, AT CANYON CREST PLANNED UNIT DEVELOPMENT IN BOOK 126, PAGE 44 OF PLATS IN THE OFFICIAL RECORDS OF CLARK COUNTY, NEVADA AND RUNNING:

THENCE 86.12 FEET ALONG THE ARC OF A 263.96 FOOT RADIUS CURVE TO THE RIGHT WITH A CENTRAL ANGLE OF 184°1'36" AND THE CENTER BEARS NORTH 65°34'11" WEST, ALONG THE EASTERLY LINE OF SAID PEBBLE VIEW LANE;
THENCE NORTH 46°52'35" WEST 123.13 FEET ALONG THE SOUTHERLY LINE OF SAID LOT 44 TO THE EASTERLY LINE OF A CONSERVATION EASEMENT WITHIN COMMON ELEMENT D AS RECORDED ON THE SAID FINAL MAP;
THENCE NORTH 30°40'35" EAST 45.41 FEET ALONG THE EASTERLY LINE OF SAID CONSERVATION EASEMENT;
THENCE SOUTH 65°34'11" EAST 125.62 TO AND ALONG THE NORTHERLY LINE OF SAID LOT 44 TO THE POINT OF BEGINNING.

CONTAINS 8,244 SQUARE FEET, AS DESCRIBED



REFERENCE DOCUMENTS

BOOK 126, PAGE 44 OF PLATS

COMMON ELEMENT D
BOOK 126, PAGE 44 OF PLATS
ORIGINAL AREA= 63,133 S.F.
ADJUSTED AREA= 1,214 S.F.
ADJUSTED AREA TOTAL= 61,919 S.F.
0.01-04-410-015
1170 IVEE LANE COURT



GRAPHIC SCALE
0 10 20
(IN FEET)
1 inch = 20ft.

APPROVAL BY THE CITY OF MESQUITE

THIS IS TO CERTIFY THAT THE PLANNING DIRECTOR OF MESQUITE, NEVADA, ON THIS DAY OF 2016 DID APPROVE FOR PURPOSES OF LAND DIVISION AND ACCEPT ON BEHALF OF THE PUBLIC, THIS MAP AND ANY PARCELS OF LAND OFFERED FOR DEDICATION FOR PUBLIC USE IN CONFORMITY WITH TERMS OF THE OFFER OF DEDICATION PER NRS 278.010 THROUGH 278.030.

RICHARD SCORST
PLANNING DIRECTOR

LEGEND

PROPERTY LINE	SET BAR AND CAP
LOT LINE	PLS 11424
ADJACENT PROP LINE	FOUND NAIL AND WASHER
CENTERLINE	PLS 13075 1.0' OFFSET ON LINE
PUBLIC UTILITY AND DRAINAGE EASEMENTS	ADJUSTED AREA
ORIGINAL LOT LINE	
FOUND ALUMINUM CAP	
PLS 13075	
RADIAL BEARING	(R)
NOT A PART	NAP
SQUARE FEET	S.F.

LINE TABLE		
NO.	BEARING	DISTANCE
1	S 11°13'35" W	12.07'
2	S 65°34'11" E	10.84'

SURVEYOR'S CERTIFICATE

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

- THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION AT THE INSTANCE OF CRAIG A. NIELSEN AND CANYON CREST MASTER ASSOCIATION.
- THE LANDS SURVEYED LIE WITHIN SECTION 4, TOWNSHIP 13 SOUTH, RANGE 71 EAST, MOUNT DIABLO BASE AND MERIDIAN, CITY OF MESQUITE, CLARK COUNTY, NEVADA AND THE SURVEY WAS COMPLETED ON JULY 8, 2016.
- THIS PLAT COMPLIES WITH THE APPLICABLE STATE STATUTES AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE GOVERNING BODY GAVE ITS FINAL APPROVAL.
- THE MONUMENTS DEPICTED ON THE PLAT ARE OF THE CHARACTER SHOWN AND OCCUPY THE POSITIONS INDICATED AND ARE OF SUFFICIENT NUMBER AND DURABILITY.

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

CITY ENGINEER'S CERTIFICATE

I, TRAVIS H. ANDERSON, P.E., CITY ENGINEER FOR THE CITY OF MESQUITE, NEVADA DO HEREBY CERTIFY THAT ON THIS DAY OF 2016, I DID EXAMINE THE RECORD OF SURVEY, BOUNDARY LINE ADJUSTMENT FOR CRAIG A. NIELSEN AND CANYON CREST MASTER ASSOCIATION, AND THAT THE MAP AS SHOWN HEREIN IS TECHNICALLY CORRECT.

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

LEGAL DESCRIPTIONS ADJUSTED AREA

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 13 SOUTH, RANGE 71 EAST, MOUNT DIABLO BASE AND MERIDIAN, WITHIN THE CITY OF MESQUITE, CLARK COUNTY, NEVADA AND BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 44 AS RECORDED ON THE FINAL MAP OF SPANISH BAY SUBDIVISION, A COMMON INTEREST COMMUNITY, AT CANYON CREST PLANNED UNIT DEVELOPMENT IN BOOK 126, PAGE 44 OF PLATS IN THE OFFICIAL RECORDS OF CLARK COUNTY, NEVADA AND RUNNING:

THENCE SOUTH 21°03'03" WEST 2.77 FEET ALONG THE WEST LINE OF SAID LOT 44;
THENCE SOUTH 33°46'37" WEST 39.91 FEET ALONG THE WEST LINE OF SAID LOT 44;
THENCE SOUTH 52°39'19" WEST 10.84 FEET ALONG THE WEST LINE OF SAID LOT 44;
THENCE NORTH 48°52'35" WEST 20.48 FEET TO THE EAST LINE OF A CONSERVATION EASEMENT WITHIN COMMON ELEMENT D AS RECORDED ON THE SAID FINAL MAP;
THENCE NORTH 30°40'35" EAST 45.41 FEET ALONG THE EAST LINE OF SAID CONSERVATION EASEMENT;
THENCE SOUTH 65°34'11" EAST 25.90 FEET TO THE POINT OF BEGINNING.

CONTAINS 1,214 SQUARE FEET, AS DESCRIBED

RECORDER'S STATEMENT

ANY SUBSEQUENT CHANGES TO THIS MAP SHOULD BE EXAMINED AND MAY BE DETERMINED BY REFERENCE TO THE COUNTY RECORDER'S CUMULATIVE MAP INDEX NRS 278.50-595

BASIS OF BEARING

THE BASIS OF BEARING IS THE MONUMENT LINE BETWEEN PC CENTERLINE MONUMENT AND A PCC CENTERLINE MONUMENT IN PEBBLE VIEW LANE AS RECORDED ON THE FINAL MAP OF SPANISH BAY SUBDIVISION, A COMMON INTEREST COMMUNITY, AT CANYON CREST PLANNED UNIT DEVELOPMENT IN BOOK 126, PAGE 44 OF PLATS IN THE OFFICIAL RECORDS OF CLARK COUNTY, NEVADA. S 40°13'57" W

RECORD OF SURVEY BOUNDARY LINE ADJUSTMENT				
FOR CRAIG A. NIELSEN CANYON CREST MASTER ASSOCIATION LOCATED IN SECTION 4, TOWNSHIP 13 SOUTH, RANGE 71 EAST, MOUNT DIABLO BASE AND MERIDIAN CITY OF MESQUITE, CLARK COUNTY, NEVADA				
 BEI BULLDOZ BROTHERS ENGINEERING, INC. CIVIL ENGINEERS-LAND SURVEYORS LAND PLANNERS 750 WEST PIONEER BOULEVARD MESQUITE, NV 89020 (702) 246-9100				
DATE: JULY 2016	FILE NO: 174405	SCALE: 1" = 20'	SHEET: 1744	SHEET: 1 OF 1
NO. FILED AT THE REQUEST OF BULLDOZ BROTHERS ENGINEERING DATE: _____ AT: _____ FILED: _____ PAGE: _____ OFFICIAL RECORDS BOOK: _____ CLARK COUNTY, NEVADA RECORDS DEBBIE COWLEY, RECORDER FEE \$: _____ DEPUTY: _____ FILE: _____ PAGE: _____				

OWNER'S CERTIFICATE

WE, KIM E. ANDERTON & DAN C. SCHAFER, AS DOMESTIC PARTNERS AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP AND DAVE BALLWEG AS THE SECRETARY/ TREASURER OF CANYON CREST MASTER ASSOCIATION, A NEVADA NON-PROFIT CORPORATION, DOES HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PARCELS OF LAND AS SHOWN HEREIN AND HAVE CAUSED A BOUNDARY LINE ADJUSTMENT SURVEY TO BE PERFORMED AS INDICATED HEREIN. WE HAVE EXAMINED AND APPROVED THIS PLAT AND CONSENT TO AND AUTHORIZE THE RECORDATION OF THE SAME. FURTHER, WE AGREE TO PREPARE AND EXECUTE THE REQUIRED DOCUMENTS OBTAINING ANY AND ALL EASEMENTS AS SHOWN HEREIN AND TO EXECUTE ALL REQUIRED DOCUMENTATION ABANDONING ANY EXISTING EASEMENT AFFECTING THE LANDS SHOWN PURSUANT TO THE PROVISIONS OF NRS 278.010 THROUGH 278.030, INCLUSIVE, ALL TAXES ON THE LANDS SHOWN HEREIN, FOR THE CURRENT TAX YEAR, HAVE BEEN PAID.

KIM E. ANDERTON _____ DATE _____

DAN C. SCHAFER _____ DATE _____

DAVE BALLWEG
SECRETARY/ TREASURER _____ DATE _____

ACKNOWLEDGMENT

STATE OF _____ / S.S.
COUNTY OF _____ / S.S.

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON _____ DAY OF _____, 2016, BY KIM E. ANDERTON & DAN C. SCHAFER, AS DOMESTIC PARTNERS AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP.

NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____

ACKNOWLEDGMENT

STATE OF NEVADA
COUNTY OF CLARK / S.S.

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON _____ DAY OF _____, 2016, BY DAVE BALLWEG AS THE SECRETARY/ TREASURER OF CANYON CREST MASTER ASSOCIATION, A NEVADA NON-PROFIT CORPORATION.

NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____

LEGAL DESCRIPTION ADJUSTED LOT 43

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 13 SOUTH, RANGE 71 EAST, MOUNT DIABLO BASE AND MERIDIAN, WITHIN THE CITY OF MESQUITE, CLARK COUNTY, NEVADA AND BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF PEBBLE VIEW LANE (A 41.00 FOOT PRIVATE STREET) THAT IS THE NORTHWEST CORNER OF LOT 43 AS RECORDED ON THE FINAL MAP OF SPANISH BAY SUBDIVISION, A COMMON INTEREST COMMUNITY, AT CANYON CREST PLANNED UNIT DEVELOPMENT IN BOOK 126, PAGE 44 OF PLATS IN THE OFFICIAL RECORDS OF CLARK COUNTY, NEVADA AND RUNNING:

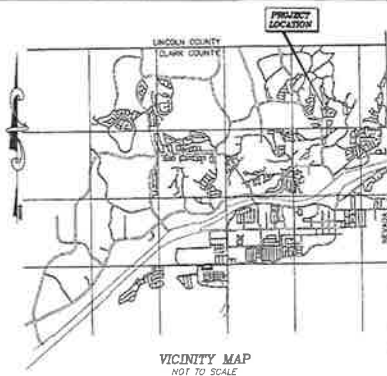
THENCE SOUTH 21°03'03"WEST 49.14 FEET ALONG THE WEST LINE OF SAID PEBBLE VIEW LANE;
THENCE 19.57 FEET ALONG THE ARC OF A 263.98 FOOT RADIUS CURVE TO THE RIGHT WITH A CENTRAL ANGLE OF 03°22'47" AND THE CENTER BEARS NORTH 68°56'57"WEST, ALONG THE EASTERLY LINE OF SAID PEBBLE VIEW LANE;
THENCE NORTH 62°34'11"WEST 125.62 FEET ALONG THE SOUTHERLY LINE OF SAID LOT 43 TO THE EASTERLY LINE OF A CONSERVATION EASEMENT WITHIN COMMON ELEMENT D AS RECORDED ON THE SAID FINAL MAP;
THENCE NORTH 30°40'35"EAST 34.83 FEET ALONG THE EASTERLY LINE OF SAID CONSERVATION EASEMENT;
THENCE NORTH 01°00'00"EAST 24.43 FEET ALONG THE EASTERLY LINE OF SAID CONSERVATION EASEMENT;
THENCE SOUTH 68°56'57"EAST 128.41 TO AND ALONG THE NORTHERLY LINE OF SAID LOT 43 TO THE POINT OF BEGINNING.

CONTAINS 7.539 SQUARE FEET, AS DESCRIBED

APPROVAL BY THE CITY OF MESQUITE

THIS IS TO CERTIFY THAT THE PLANNING DIRECTOR OF MESQUITE, NEVADA, ON THIS _____ DAY OF _____, 2015 DID APPROVE FOR PURPOSES OF LAND DIVISION AND ACCEPT ON BEHALF OF THE PUBLIC THIS MAP AND ANY PARCELS OF LAND OFFERED FOR DEDICATION FOR PUBLIC USE IN CONFORMITY WITH TERMS OF THE OFFER OF DEDICATION PER NRS 278.010 THROUGH 278.030.

RICHARD SECRET
PLANNING DIRECTOR



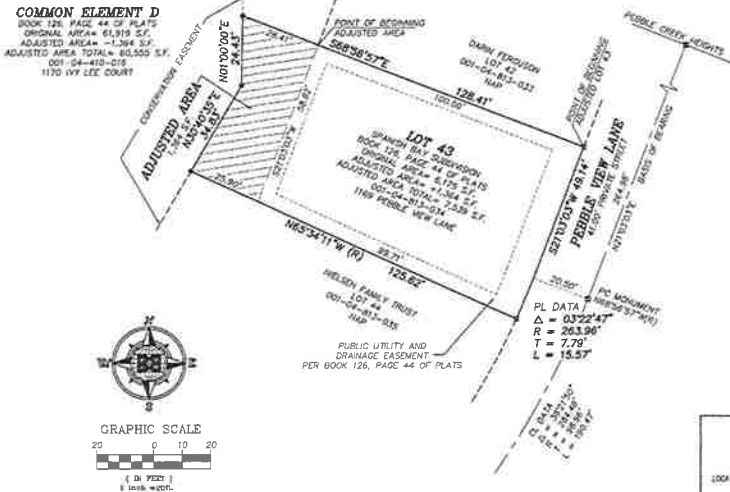
VICINITY MAP
NOT TO SCALE

LEGEND

PROPERTY LINE	SET BAR AND CAP
LOT LINE	PLS 11424
ADJACENT PROP. LINE	FOUND NAIL AND NAILER
CENTERLINE	PLS 13875 1.0' OFFSET ON LINE
PUBLIC UTILITY AND DRAINAGE EASEMENTS	ADJUSTED AREA
ORIGINAL LOT LINE	
FOUND ALUMINUM CAP	
PLS 13875	
RADIAL BEARING	(N)
NOT A PART	NAP
SQUARE FEET	S.F.

REFERENCE DOCUMENTS

BOOK 126, PAGE 44 OF PLATS



SURVEYOR'S CERTIFICATE

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

1. THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION AT THE INSTANCES OF KIM E. ANDERTON & DAN C. SCHAFER AND CANYON CREST MASTER ASSOCIATION.
2. THE LANDS SURVEYED LIE WITHIN SECTION 4, TOWNSHIP 13 SOUTH, RANGE 71 EAST, MOUNT DIABLO BASE AND MERIDIAN, CITY OF MESQUITE, CLARK COUNTY, NEVADA AND THE SURVEY WAS COMPLETED ON AUGUST 24, 2016.
3. THIS PLAT COMPLIES WITH THE APPLICABLE STATE STATUTES AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE GOVERNING BODY GAVE ITS FINAL APPROVAL.
4. THE MONUMENTS DEPICTED ON THE PLAT ARE OF THE CHARACTER SHOWN AND OCCUPY THE POSITIONS INDICATED AND ARE OF SUFFICIENT NUMBER AND DURABILITY.

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

CITY ENGINEER'S CERTIFICATE

I, TRAVIS H. ANDERSON, P.E., CITY ENGINEER FOR THE CITY OF MESQUITE, NEVADA DO HEREBY CERTIFY, THAT ON THIS _____ DAY OF _____, 2016, I DID EXAMINE THE RECORD OF SURVEY/ BOUNDARY LINE ADJUSTMENT FOR KIM E. ANDERTON & DAN C. SCHAFER AND CANYON CREST MASTER ASSOCIATION, AND THAT THE MAP AS SHOWN HEREIN IS TECHNICALLY CORRECT.

TRAVIS H. ANDERSON, P.E.
CITY ENGINEER
CITY OF MESQUITE
NEVADA LICENSE No. 18479
EXPIRATION DATE: DECEMBER 31, 2016

LEGAL DESCRIPTION ADJUSTED AREA

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 13 SOUTH, RANGE 71 EAST, MOUNT DIABLO BASE AND MERIDIAN, WITHIN THE CITY OF MESQUITE, CLARK COUNTY, NEVADA AND BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 43 AS RECORDED ON THE FINAL MAP OF SPANISH BAY SUBDIVISION, A COMMON INTEREST COMMUNITY, AT CANYON CREST PLANNED UNIT DEVELOPMENT IN BOOK 126, PAGE 44 OF PLATS IN THE OFFICIAL RECORDS OF CLARK COUNTY, NEVADA AND RUNNING:

THENCE SOUTH 21°03'03"WEST 58.82 FEET ALONG THE WEST LINE OF SAID LOT 43;
THENCE NORTH 83°34'11"WEST 25.90 FEET TO THE EAST LINE OF A CONSERVATION EASEMENT WITHIN COMMON ELEMENT D AS RECORDED ON THE SAID FINAL MAP;
THENCE NORTH 30°40'35"EAST 34.83 FEET ALONG THE EAST LINE OF SAID CONSERVATION EASEMENT;
THENCE NORTH 01°00'00"EAST 24.43 FEET ALONG THE EAST LINE OF SAID CONSERVATION EASEMENT;
THENCE SOUTH 68°56'57"EAST 28.41 FEET TO THE POINT OF BEGINNING.

CONTAINS 1.364 SQUARE FEET, AS DESCRIBED

RECORDER'S STATEMENT

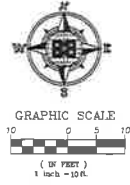
ANY SUBSEQUENT CHANGES TO THIS MAP SHOULD BE EXAMINED AND MAY BE DETERMINED BY REFERENCE TO THE COUNTY RECORDER'S CUMULATIVE MAP INDEX NRS 278.5635

BASIS OF BEARING

THE BASIS OF BEARING IS THE MONUMENT LINE BETWEEN A PC CENTERLINE MONUMENT AND THE CENTERLINE MONUMENT IN PEBBLE VIEW LANE AND PEBBLE CREEK HEIGHTS AS RECORDED ON THE FINAL MAP OF SPANISH BAY SUBDIVISION, A COMMON INTEREST COMMUNITY, AT CANYON CREST PLANNED UNIT DEVELOPMENT IN BOOK 126, PAGE 44 OF PLATS IN THE OFFICIAL RECORDS OF CLARK COUNTY, NEVADA. N21°03'03"E

RECORD OF SURVEY BOUNDARY LINE ADJUSTMENT KIM E. ANDERTON & DAN C. SCHAFER CANYON CREST MASTER ASSOCIATION LOCATED IN SECTION 4, TOWNSHIP 13 SOUTH, RANGE 71 EAST, MOUNT DIABLO BASE AND MERIDIAN CITY OF MESQUITE, CLARK COUNTY, NEVADA			
BULLDOZ BROTHERS ENGINEERING, INC. CIVIL ENGINEERS-LAND SURVEYORS- LAND PLANNERS 750 WEST PIONEER BOULEVARD MESQUITE, NV 89027 (702)344-5100			
DRAWN BY: C CHECKED BY: C	FILE NAME: 174803 SCALE: 1" = 20'	DATE: SEPTEMBER 2016 JOB NO: 1748	SHEET: 1 OF 1

FILED AT THE REQUEST OF BULLDOZ BROTHERS ENGINEERING DATE: _____ AT: _____ FILED: _____ PAGE: _____ OFFICIAL RECORDS BOOK CLARK COUNTY, NEVADA RECORDS JESSIE CONWAY, RECORDER FEE \$: _____ DEPUTY: _____ FILE _____ PAGE _____



COMMON ELEMENT D
BOOK 126, PAGE 44 OF PLATS
001-04-110-016
1170 TYP LEE COURT

CONSERVATION EASEMENT
EASEMENT RELOCATION

PUBLIC UTILITY AND
DRAINAGE EASEMENT
PER BOOK 126, PAGE 44 OF PLATS

PEBBLE VIEW LANE
4.150' PRIVATE STREET

PL DATA
 $\Delta = 18^{\circ}41'36''$
 $R = 263.96'$
 $T = 43.45'$
 $L = 86.12'$

PL DATA
 $\Delta = 03^{\circ}22'47''$
 $R = 263.96'$
 $T = 7.79'$
 $L = 15.57'$

LOT 44
SPRINGER HAY SUBDIVISION
BOOK 126, PAGE 44 OF PLATS
001-04-110-016
1157 PEBBLE VIEW LANE

PUBLIC UTILITY AND
DRAINAGE EASEMENT
PER BOOK 126, PAGE 44 OF PLATS

LOT 43
SPRINGER HAY SUBDIVISION
BOOK 126, PAGE 44 OF PLATS
001-04-110-016
1169 PEBBLE VIEW LANE

PUBLIC UTILITY AND
DRAINAGE EASEMENT
PER BOOK 126, PAGE 44 OF PLATS

DARRI FERGUSON
LOT 42
001-04-110-033
NAP

PROJECT NO	1744	SCALE	1" = 30'
DATE	JULY 2006	DRAWN BY	VRC
SHEET NO	1 OF 1	CHECKED BY	VRC

ABANDON AND RELOCATION EXHIBIT
PUBLIC UTILITY & DRAINAGE EASEMENT
FOR
CRAIG NIELSEN & KIM ANDERTON
1157 & 1169 PEBBLE VIEW LANE
MUSKOGEE, INDIANA



BULLOCH BROTHERS
ENGINEERING INC.
CITY ENGINEERS - LAND SURVEYORS - LAND PLANNERS
7500 N. STATE ROAD 100
MUSKOGEE, INDIANA 46747
(703) 346-5100

NO.	DESCRIPTION	BY	APPROVED	DATE



City Council Agenda Item Report

Submitted by: Tracy Beck

Submitting Department: Development Services

Meeting Date: October 11, 2016

Subject:

Introduction of Bill No. 502 (Medical Marijuana Separation Requirements) An ordinance amending Mesquite Municipal Code Section 9-8-8 Separation Requirements by making the method of measuring the required distance separation of liquor and medical marijuana establishments the same.

- Discussion and Possible Action

Recommendation:

Introduce Bill No. 502 as Ordinance No. 502 and set the public hearing date for October 25, 2016.

Petitioner:

Richard Secrist, Development Services Director

Is this a budgeted item?

No

Fiscal Impact:

None

Background:

Bill No. 502 was introduced at the August 9, 2016 meeting of the City Council, and it was continued until the first meeting in October. Originally, the draft Bill included two major provisions: the first was to create an exemption from the Medical Marijuana separation requirements for Community Facilities that voluntarily chose to locate closer, and the second provision was to change the method of measuring the distance for the required separation, to be consistent with the method used for alcoholic beverage facilities (Taverns and Full Off-Sale Liquor Stores).

This Bill has been revised to only include an amendment dealing with the measurement issue. The exemption for Community Facilities to locate closer has been dropped from the Bill.

Contract Bid Expires On:

Attachments:

- [Cover Sheet](#)

- [Bill No. 502 _ Revised.docx](#)
- [Bill502_StaffMemo.docx](#)



City Council Agenda Item Report

Submitted by: Tracy Beck

Submitting Department: Development Services

Meeting Date: October 11, 2016

Subject:

Introduction of Bill No. 502 (Medical Marijuana Separation Requirements) An ordinance amending Mesquite Municipal Code Section 9-8-8 Separation Requirements by making the method of measuring the required distance separation of liquor and medical marijuana establishments the same.

- Discussion and Possible Action

Recommendation:

Introduce Bill No. 502 as Ordinance No. 502 and set the public hearing date for October 25, 2016.

Petitioner:

Richard Secrist, Development Services Director

Is this a budgeted item?

No

Fiscal Impact:

None

Background:

Bill No. 502 was introduced at the August 9, 2016 meeting of the City Council, and it was continued until the first meeting in October. Originally, the draft Bill included two major provisions: the first was to create an exemption from the Medical Marijuana separation requirements for Community Facilities that voluntarily chose to locate closer, and the second provision was to change the method of measuring the distance for the required separation, to be consistent with the method used for alcoholic beverage facilities (Taverns and Full Off-Sale Liquor Stores).

This Bill has been revised to only include an amendment dealing with the measurement issue. The exemption for Community Facilities to locate closer has been dropped from the Bill.

Contract Bid Expires On:

Attachments:

- [Cover Sheet](#)



BILL NO. 502
ORDINANCE NO. 502

BILL NO. 502 (MEDICAL MARIJUANA SEPARATION REQUIREMENTS) AN ORDINANCE AMENDING MESQUITE MUNICIPAL CODE SECTION 9-8-8 SEPARATION REQUIREMENTS BY MAKING THE METHOD OF MEASURING THE REQUIRED DISTANCE SEPARATION OF LIQUOR AND MEDICAL MARIJUANA ESTABLISHMENTS THE SAME.

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

WHEREAS, the Nevada Legislature has granted to the governing body (City Council) authority to prepare and adopt business license regulations (NRS 268.095); and

WHEREAS, In November 2000, Nevada voters passed an initiative amending Article 4 of the Nevada Constitution to allow the use of marijuana for medical purposes; and

WHEREAS, Senate Bill 374, now codified in Nevada Revised Statutes 453A, which allows for the creation of medical marijuana establishments in Nevada was passed by the State Legislature during the 77th Legislative Session; and

WHEREAS, on August 5, 2014 the City Council adopted Ordinance 485 to provide access to medical marijuana to patients within the City of Mesquite consistent with the provisions of Nevada Revised Statutes 453A; and

WHEREAS, regulation and licensing of medical marijuana establishments is necessary to protect the safety and welfare of the patients and citizens of the city of Mesquite; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MESQUITE AS FOLLOWS:

SECTION 1: Section 9-8-8 is hereby amended by adding separation requirements for Medical Marijuana Establishments:

9-8-8-1: PURPOSE AND INTENT OF SEPARATION AND DISTANCE REQUIREMENTS:

- A. The city council declares that this liquor license and medical marijuana license distance requirements section is an exercise of the regulatory powers delegated to the council by the state of Nevada pursuant to Nevada Revised Statutes 268.090, and Nevada Revised Statutes 453A inter alia.
- B. The public health, safety, morals and welfare of the inhabitants of the city require the regulation and control of all persons engaged in the businesses of alcoholic liquor and medical marijuana sales. All such persons as defined in [Title 2, Chapter 4](#) and Chapter

14 of this code shall be licensed and controlled so as to protect the public health, safety, morals, good order and general welfare of the inhabitants of the city and to safeguard the public. (Ord. 402, 7-8-2008, eff. 7-31-2008)

9-8-8-2: SEPARATION OF LICENSEES:

- A. No tavern or full off-sale liquor license shall be issued in the city unless the entry door of the prospective business is located one thousand feet (1,000'), in a direct line, from the entry door of the nearest existing business holding a tavern license or full off-sale license. This distance limitation does not apply to a resort hotel as defined in Nevada Revised Statutes 463.01865 or as may be amended or renumbered from time to time, and a commercial business containing thirty thousand (30,000) square feet or more of floor space.
- B. No tavern liquor license or medical marijuana dispensary license shall be issued in the city unless the entry door of the prospective business is located one thousand feet (1,000'), in a direct line, from the entry door of the nearest existing business holding a sexually oriented business license. (Ord. 402, 7-8-2008, eff. 7-31-2008)

9-8-8-3: SEPARATION OF LIQUOR LICENSE BUILDINGS FROM PUBLIC FACILITIES:

- A. No tavern or full off-sale liquor license shall be issued in the city unless the entry door of the prospective liquor license building is located one thousand feet (1,000'), in a direct line, from the entry door of the nearest church or school. This liquor license distance limitation does not apply to a church that is located in a commercial or hotel/tourist zone.
- B. A liquor license business shall not be located in any zone classified residential. (Ord. 402, 7-8-2008, eff. 7-31-2008)

9-8-8-4: SEPARATION OF MEDICAL MARIJUANA ESTABLISHMENT LICENSE BUILDINGS FROM PUBLIC FACILITIES:

- A. No medical marijuana establishment license shall be issued in the city unless the entry door of the prospective medical marijuana license building is located one thousand feet (1,000'), in a direct line, from the entry door of the nearest church, school, or other community facility. This medical marijuana license distance limitation does not apply to any church, school or community facility whose owners / operators sign a disclosure statement acknowledging that they are moving to a location within 1,000 feet of an existing medical marijuana establishment.
- B. All medical marijuana dispensaries must be located at least three hundred (300) feet from the closest residential dwelling.

SECTION 3: If any section, paragraph, clause or provision of this ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall in no way affect remaining provisions of this ordinance.

SECTION 4: All ordinances, parts of ordinances or chapters, sections or paragraphs contained in the Mesquite Municipal Code in conflict herewith are hereby

repealed.

SECTION 5: The City Council finds that this ordinance is not likely to impose a direct and significant economic burden upon a business or directly restrict the formation, operation or expansion of a business, or is otherwise exempt from Nevada Revised Statutes Chapter 237.

SECTION 6: This ordinance shall become effective twenty (20) days after its publication once by title in a newspaper qualified pursuant to provisions of Chapter 238 of NRS, as amended from time to time.

SECTION 7: The City Clerk shall cause this ordinance to be published once immediately following its adoption, by title, in a newspaper qualified pursuant to provisions of Chapter 238 of NRS, as amended from time to time.

PASSED, ADOPTED, AND APPROVED this 9th day of August, 2016.

By: _____

Allan S. Litman, Mayor

ATTEST:

BY: _____

Tracy Beck, City Clerk

AYE:

NAY:

ABSTAIN:

PUBLICATION DATE:

EFFECTIVE DATE:

Approved as to Form

By: _____

Robert Sweetin, City Attorney



TO: Honorable Mayor and City Council

FROM: Richard Secrist, Development Services Director

DATE: September 23, 2016

SUBJECT: Bill No. 502 (Medical Marijuana Separation Requirements) An ordinance amending Mesquite Municipal Code Section 9-8-8 Separation Requirements by making the method of measuring the required distance separation of liquor and medical marijuana establishments the same.

Recommendation

Introduce Bill No. 502 as Ordinance No. 502, and set the public hearing date for October 25, 2016.

Background

Bill No. 502 was introduced at the August 9, 2016 meeting of the City Council, and it was continued until the first meeting in October. Originally, the draft Bill included two major provisions: the first was to create an exemption from the Medical Marijuana separation requirements for Community Facilities that voluntarily chose to locate closer, and the second provision was to change the method of measuring the distance for the required separation, to be consistent with the method used for alcoholic beverage facilities (Taverns and Full Off-Sale Liquor Stores).

This Bill has been revised to only include an amendment dealing with the measurement issue. The exemption for Community Facilities to locate closer has been dropped from the Bill.

Key Facts

- A. All medical marijuana establishments must be located a distance of at least 1,000 feet from any of the following land uses:
 1. Public or private schools (grades K-12)
 2. Community Facilities as defined in MMC 9-15-3.
 3. This distance limitation does not apply to a church or synagogue that is located in an industrial zone.
- B. All medical marijuana dispensaries must be located a distance of at least 300 feet from a Residential Zone Boundary Line. The foregoing distance requirement may be waived through the conditional use permit only if it can be shown by clear and convincing evidence by the applicant that a waiver of such distance requirements will not compromise the general intent of this code to protect the public health, safety, and general welfare of the citizens of the city.

COMMUNITY FACILITY: Any of the following: a facility that provides daycare to children, a public park, a playground, a public swimming pool, a center or facility which provides

recreational opportunities or services to children or adolescents, a church, synagogue, or other building, structure or place used for religious worship or other religious purposes.

Analysis

Method of Measurement for Distance Separation

Under the existing rule, the measurement is taken from the nearest point on the property lines of the land use parcels in question. This is a different method of measurement than that found in MMC 9-8-8-3 for liquor license establishments. There the measurement is taken from the entry door of the prospective liquor establishment to the entry door of the nearest church, school, or other community facility.

To avoid future confusion, staff believes the method of measurement should be the same for both types of separation requirements. Therefore, staff is suggesting MMC 9-15-8 and MMC 9-8-8-1 be amended.

Deleting the Exemption to Locate Closer to Medical Marijuana Facilities

It was evident from the meeting in August that both the public and City Council had reservations about creating an exemption in the code for community facilities to locate closer to medical marijuana facilities. And being the simple man that I am, doing nothing seemed like the simplest approach, at least as far as the City is concerned. So, that exemption has been deleted from the draft Bill. What will this mean in practice?

If someone wants to locate a community facilities closer than 1,000 feet to a medical marijuana facility one of the following three things will happen:

1. If what is being proposed is a Permitted Use staff would deny the building permit. The applicant could then appeal staff's administrative decision to City Council. The Council would hold a hearing to consider the appeal and determine if there were grounds to overturn the decision. (Must find that the decision was made in error)
2. The applicant could decide to ask for a variance up-front, rather than appeal. This too would require a hearing before the City Council to determine if the criteria for a variance have been satisfied. (Must find that there is a hardship or practical difficulty in meeting the requirement)
3. If what is being proposed is a Conditional Use there would automatically be a hearing before City Council to consider the use permit. The Council could consider a deviation from standard at that time. (Must find that the use is consistent with the zoning and not detrimental to the health, safety, and general welfare)

It should be noted that the approval criteria for these various applications are somewhat different. But assuming they could be approved by City Council, this would have the benefit of considering one property at a time instead of a blanket exemption.

This approach is simplest for the City, in that it doesn't have to amend its code or do anything unless a property owner requests it. However, it would make it more difficult for the property owner to get approval due to application costs, and time delays.

Previous Council Action

On August 9, 2016 the City Council continued the introduction of Bill No. 502 to give staff time to consider other options to the voluntary exemptions from the separation requirement.

On June 15, 2016 the City Council Approved (4-1 Hafen) Bill No. 500 by amending the business license hours of operation and security video storage requirements for Medical Marijuana Facilities.

On July 14, 2015 the City Council Approved (4-1 Hafen) Bill No. 493 by amending the business license fees for Medical Marijuana Facilities.

On November 25, 2015 the City Council Approved (3-1, Hafen) Conditional Use Permit Nos. 5, 6, & 7 for Deep Roots Medical Cultivation, Production, and Dispensary Facilities.

On August 5, 2014 the City Council Approved (4-1, Hafen) Bill Nos. 484 & 485 adopting Zoning and Business License regulations for Medical Marijuana Facilities.



City Council Agenda Item Report

Submitted by: Tracy Beck
Submitting Department: Public Works
Meeting Date: October 11, 2016

Subject:

Consideration of Approval of a FBO (Fixed Base Operator) Independent Contractor agreement with Larry LeMieux at the Mesquite Airport.

- Public Comments
- Discussion and Possible Action

Recommendation:

Recommendation to approve the Fixed Base Operator Independent Contractor Agreement with Larry LeMieux for a period of three years until January 1, 2020 with an option for two additional years.

Petitioner:

Bill Tanner, Public Works Director

Is this a budgeted item?

Yes

Fiscal Impact:

None.

Will not change over the current agreement with Mr. LeMieux. Revenues could increase or decrease depending on fuel sales and would be directly related to the amount of traffic at the Mesquite Airport concerning BLM fire suppression unit and the Air Methods service.

Background:

The current Fixed Base Operators contract with Larry LeMieux expires on December 31, 2016. Mr. LeMieux has been the FBO contractor at the Mesquite Airport since December 2001. Before 2001 there were many issues with the FBO operator and the Airport had many complaints consisting from: no fuel available, no one to fuel planes, the operator at that time was painting planes in the City hangar and housekeeping for that area was a mess. There were environmental concerns from the left over paint solvents being dumped next to the hangars.

In December 2001 Mr. LeMieux entered into a contractual agreement for the operations at the Mesquite Airport. Mr. LeMieux in accordance to his agreement constructed a pilots lounge, cleaned up the fueling 178

station areas, cleaned up and painted the City maintenance hangar, and has increased fuel sales over the past 15 years at the Mesquite Airport.

Currently the City is working on the Mesquite Airport Master Plan Update and once completed and approved by the FAA the City will start looking at relocating the residence living quarters to make additional room for Hangar Space, a new Pilots Lounge, FBO Operator Office Area, and new entry way and security fencing at the Mesquite Airport.

Included are a number of letters of support for Mr. LeMieux and his continued effort at the Mesquite Airport.

Contract Bid Expires On:

Attachments:

- [Cover Sheet Page One](#)
- [Cover Sheet Page Two](#)
- [Original&PreviousAgreements.pdf](#)
- [Agreement_17-19.pdf](#)
- [SupportLetters.pdf](#)



City Council Agenda Item Report

Submitted by: Tracy Beck
Submitting Department: Public Works
Meeting Date: October 11, 2016

Subject:

Consideration of Approval of a FBO (Fixed Base Operator) Independent Contractor agreement with Larry LeMieux at the Mesquite Airport.

- Public Comments
- Discussion and Possible Action

Recommendation:

Recommendation to approve the Fixed Base Operator Independent Contractor Agreement with Larry LeMieux for a period of three years until January 1, 2020 with an option for two additional years.

Petitioner:

Bill Tanner, Public Works Director

Is this a budgeted item?

Yes

Fiscal Impact:

None.

Will not change over the current agreement with Mr. LeMieux. Revenues could increase or decrease depending on fuel sales and would be directly related to the amount of traffic at the Mesquite Airport concerning BLM fire suppression unit and the Air Methods service.

Background:

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Included are a number of letters of support for Mr. LeMieux and his continued effort at the Mesquite Airport.

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Attachments:

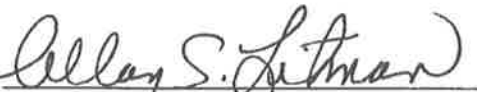
- [Cover Sheet Page One](#)
- [Cover Sheet Page Two](#)
- [Agreement_17-19.pdf](#)
- [Original&PreviousAgreements.pdf](#)
- [SupportLetters.pdf](#)

**AGREEMENT AMENDING THE INDEPENDENT CONTRACTOR AGREEMENT FOR
FIXED BASE OPERATOR SERVICES AT THE MESQUITE AIRPORT**

This AGREEMENT AMENDING the INDEPENDENT CONTRACTOR AGREEMENT dated December 13, 2011, by and between the City of Mesquite, a municipal corporation, and Larry LeMieux (hereinafter referred to as "Contractor") is for the sole purpose of extending the term for a period of two (2) years. The extended agreement will expire on December 31, 2016, and becomes legally effective when signed and dated by the Parties. All other provisions of the December 13, 2011 agreement will remain the same and be in full force and effect.

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

THE CITY OF MESQUITE, NEVADA:

By: 
Allan S. Litman, Mayor

Date: 12/21/14

USER:

By: 
Larry LeMieux, FBO Operator

Date: 12-4-14

ATTEST:

By: 
Cherry L. Lawson, City Clerk

Date: 12/21/14

APPROVED AS TO FORM:

By: 
Cheryl Truman Hunt, City Attorney

Date: 12/1/14

Mesquite City Council
Regular Meeting
Mesquite City Hall
10 E. Mesquite Blvd.
Tuesday, November 25, 2014 - 5:00 PM

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.

**Council member Hafen made a motion to approve the Consent Agenda.
Council member Rapson seconded the motion.**

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

2. [Consideration of approval of the November 25, 2014 Regular City Council Meeting Agenda and the October 28, 2014 Regular City Council Meeting Minutes. - Possible Action](#)
3. [Consideration of approval of:](#)
 - a) Notification of Budget Transfers
 - b) Notification of Budget Amendments
 - c) Notification of Bills Paid
 - d) Purchase Orders
 - e) October 2014 Financial Statement - Possible Action
4. [Consideration of approving the 2015 Technical Review and Regular City Council Meeting Schedule. - Possible Action](#)
5. [Consideration of Development Application Cycle Dates and Deadlines for 2014/2015. - Possible Action](#)
6. [Consideration of Approval and authorize a two-year extension of the Independent Contractor Agreement with Larry LeMieux, FBO \(Fixed Base Operator\) to continue providing services at the Mesquite Municipal Airport, located at 1200 Kitty Hawk Drive. - Possible Action](#)



November 25, 2014

Regular City Council Meeting

Agenda Item 6.

Subject:

Consideration of Approval and authorize a two-year extension of the Independent Contractor Agreement with Larry LeMieux, FBO (Fixed Base Operator) to continue providing services at the Mesquite Municipal Airport, located at 1200 Kitty Hawk Drive. - Possible Action

Petitioner:

Bill Tanner, Public Works Director

Staff Recommendation:

Approve the extension of the current Independent Contractor Agreement with Larry LeMieux, FBO through December 31, 2016.

Fiscal Impact:

None.

Will not change over current agreement with Mr. LeMieux. Revenues could increase or decrease depending on fuel sales.

Budgeted Item:

No

Background:

The current FBO contract with Larry LeMieux expires on December 13, 2014. Mr. LeMieux has been the FBO contractor at the Mesquite Airport since December 2001.

Attachments:

- Agreement

INDEPENDENT CONTRACTOR AGREEMENT
FOR FIXED BASE OPERATOR SERVICES
AT THE MESQUITE AIRPORT

This Independent Contractor Agreement ("the Agreement") is entered into between Larry LeMieux (hereinafter "Contractor"), and the City of Mesquite, Nevada, a political subdivision of the State of Nevada (hereinafter "the City") and is legally effective **December 13, 2011**.

WHEREAS, Contractor is prepared to provide certain services at the Mesquite Airport ("the Airport") as a Fixed Base Operator ("FBO") for the Airport ("the Services"); and

WHEREAS, Contractor agrees to provide the Services as specified herein and is competent to perform each and every one of the Services noted herein; and

WHEREAS, the City desires to retain the services of Contractor as an FBO at the Mesquite Airport to provide the Services as set forth herein; and

WHEREAS, Contractor desires to provide the Services to the City at the Mesquite Airport for the compensation, and on the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the compensation to be provided to Contractor by the City, and the Services to be rendered to the City by Contractor, the parties agree as follows:

1. Duties

- A. **The Services:** The Services to be provided by Contractor are set forth in the agreement and in Exhibit A to this agreement. The Services may be changed at any time by written agreement of the parties. The Services generally include the operation and maintenance of the Mesquite Airport located at 1200 Kitty Hawk Drive, Mesquite, Nevada in its entirety and assisting with the refueling of aircrafts at the Airport.
- B. **Time Requirements:** Contractor agrees to be responsible for operation, maintenance and fueling of aircrafts at the Airport twenty-four (24) hours per day, seven (7) days per week. If Contractor is absent from the Airport property, it is the responsibility of Contractor to provide a replacement at Contractor's sole expense to provide such operation, maintenance and fueling during such absence. Any person fulfilling duties on the

Airport property as a replacement for Contractor is required to have the certification, training, and/or approvals required of the Contractor for the particular tasks as set forth in this Agreement. Proof of certification, training and/or approvals shall be provided to the City upon request.

- C. **Certification and Training:** Contractor agrees to obtain training and/or certification in order to safely dispense aviation fuel and to perform all other duties required to be performed by Contractor pursuant to this Agreement in a safe and competent manner. Contractor agrees to be approved by Av Fuel to dispense aviation fuel including jet fuel, prior to commencing duties pursuant to this Agreement. Further, Contractor agrees to obtain any additional training or certification, or re-training or re-certification, at contractor's expense, that is necessary to safely and competently perform the duties required of him pursuant to this Agreement. Proof of certification, training, and/or approval shall be provided to the City upon request.

2. Compensation

In consideration of Contractor providing the Services to the City at the Airport, the City agrees to pay Contractor, in cash and/or in kind, as follows:

- A. Contractor will purchase aviation fuel and establish, with the City Public Works Director, fuel prices for each fuel type that will yield sufficient revenues to reimburse City for FBO Airport operating expenses. The Parties will meet and determine the mark up on aviation fuel to be added to the price for which the City is able to purchase the fuel. That price will be set by reviewing the retail market price of aviation fuel, including regional retail air fuel prices and the most current year to date operating statement for the Airport. Fuel markup will be adjusted each time the Airport receives fuel delivery. Each time aviation fuel is purchased, the Parties shall prepare a fuel price report documenting the mark up on aviation fuel added to the price for which the City is able to purchase the fuel. This report will include the cost of the aviation fuel to the City, regional retail air fuel prices, a copy of the most current year to date operating statement for the Airport, and the markup added to the purchased aviation fuel.

Contractor will receive 70% of the mark up in aviation fuel as part of Contractor's compensation under this Agreement. Provided, however, if Contractor is absent from the Airport and he has not provided a replacement as required by this Agreement, then, and in that event, the entire mark up in the fuel will go to the City and Contractor will pay a 10%

penalty to the City for the fuel dispensed by the City with the mark up included.

Contractor will provide aviation fuel sales reports/receipts to the City Public Works Department for fuel sales at the Airport on or before the 4th and 19th of each month.

Compensation to be paid by City to Contractor pursuant to this Agreement will be remitted by City to Contractor on the 5th and 20th of each month or the next business day after.

In addition to receiving 70% of the mark up on aviation fuel dispensed by Contractor at the Airport, if Contractor dispenses aviation fuel before 8:00 a.m. and after 5:00 p.m., or at any time on Saturday and Sunday, there will be an additional \$40.00 after-hours fueling surcharge, in addition to the fuel charge, which will be retained by Contractor. If Contractor is unavailable to dispense aviation fuel after hours and does not have someone available to dispense the aviation fuel on his behalf, then, and in that event, the City will keep the \$40.00 surcharge in addition to the mark up in fuel and the penalty noted herein.

- B. Contractor will have use and control of the hanger at the Airport that is identified as Hanger No. 1 in Exhibit B (hereinafter "Hanger Space"). Contractor may lease the Hanger Space to another person or business, subject to the written approval of the Public Works Director. The Public Works Director will obtain and provide copies of proposed lease agreements to the City Attorney for review, prior to granting written approval to Contractor to lease the Hanger. Any lease agreement entered into by Contractor with another person or business pursuant to this provision that such lease agreement terminates automatically upon termination of this agreement. It is agreed by the parties that the commercial fair market value of this lease space is approximately \$300.00 per month if it was rented by the City as hanger space pursuant to a private lease.
- C. Contractor must submit any plan or plans for construction or remodeling of any structure at the Airport (including, but not limited to the Pilots' Lounge) to the Public Works Director in advance for his/her approval and must obtain any required City building permits prior to any such construction or remodeling.

As additional in-kind compensation to Contractor, Contractor will be permitted to occupy that certain mobile home currently existing at the Airport (approximately 1,360 square feet in size) as Contractor's personal residence. Contractor may lease the mobile home existing at the Airport

to an employee working for Contractor or a sub-contractor working with Contractor, subject to the written approval of the Public Works Director. The Public Works Director will obtain and provide copies of proposed lease agreements to the City Attorney for review, prior to granting written approval to Contractor to lease the Mobile Home. Any lease agreement entered into by Contractor with an employee or sub-contractor pursuant to this provision shall include a provision that such lease agreement terminates automatically upon termination of this agreement. It is agreed by the parties that this mobile home would have a fair market value of approximately \$750.00 per month if rented to a tenant.

- D. As additional in-kind compensation to Contractor, City will pay utilities (electric, sewer, water and basic telephone costs) for FBO operations at the Airport during the term of this agreement. Contractor will be responsible for cable, internet and long distance phone charges related to the FBO operations at the Airport.

3. Term

- A. The term of this Agreement will be for a period of three (3) years commencing December 13, 2011. The agreement shall continue thereafter for that period, unless terminated earlier pursuant to other terms of this Agreement. Upon agreement of both parties, the term of the Agreement may be extended for additional terms of at least two (2) years each.
- B. The parties agree that this Agreement only applies to the Airport at its current location and that the relocation of the Airport would terminate this Agreement upon the date that the relocation occurs. However, the parties may enter into a new agreement regarding retaining the services of Contractor at the new Airport property.

4. Independent Contractor Status

The relationship between Contractor and the City is, and during the term of this Agreement shall be, that of an independent contractor. No party shall be deemed a legal representative or agent of the other party for any purpose and shall have no right or authority to assume or create in writing or otherwise, any obligation of any kind, express or implied, with respect to any commitments, in the name of the other party or on behalf of the other party, unless given with the express written authority of such party. Furthermore, the relationship between City and Contractor shall not constitute a joint venture, general partnership or similar arrangement.

5. Insurance, Social Security, Tax Information

- A. Since Contractor is not an employee of the City, the City will not withhold or make payment on behalf of Contractor any sums for income tax, unemployment insurance, social security or otherwise, and all such withholdings or taxes, if any is required, will be the sole responsibility of Contractor. Contractor shall also comply, at Contractor's expense with all applicable provisions of workers compensation laws, unemployment compensation laws, federal social security laws, the fair labor standards act and all other applicable federal, state and local laws and regulations relating to terms and conditions of employment required to be fulfilled by employers. Contractor shall provide City with proof of workers compensation insurance for Contractor and all sub-contractors providing FBO services at the Airport annually on the anniversary date of this contract and each year after during the term of this agreement. If proof of workers compensation is not provided annually on or before the anniversary of this agreement, then agreement shall be terminated.
- B. Contractor agrees to procure and maintain occurrence based insurance policy(ies) at Contractor's expense with commercial insurers admitted to write in the State of Nevada, with the premiums thereon fully paid on or before due date. Such insurance shall afford minimum protection of not less than One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) annual aggregate for all potential liability related to this Agreement, including, but not limited to, the activities of Contractor and subcontractors and/or employees working for Contractor. The CITY shall be listed as an additional insured on Contractor's Certificates of Insurance. Certificates of Insurance evidencing Contractor's compliance with this paragraph shall be provided to City prior to the effective date of this Agreement. Contractor shall obtain agreement of Contractor's insurers to notify the CITY that a policy is due to expire at least (10) days prior to such expiration. If the City's Airport liability insurance will add the Contractor FBO services to Mesquite's Airport policy as being additionally insured by the City, Contractor agrees to reimburse the City for any additional cost incurred by the City.
- C. At the end of each year, the City will provide to Contractor an Internal Revenue Service Form 1099 for all compensation provided to Contractor for that calendar year, in cash or in kind.

6. Termination

Either party may terminate this Agreement for any cause upon the prior written notice to the other of ninety (90) days. The City may terminate this agreement immediately and at its sole discretion, upon written notice to

Contractor, for gross or wanton negligence by Contractor, Contractor's employee's, or sub-contractors working for Contractor related to the performance of duties set forth in this Agreement, or upon Contractor's conviction of any illegal act concerning the performance of duties set forth in this Agreement or involving personal gain to Contractor.

7. Access to City Properties

Contractor will be provided access to all City property at the Airport in order to perform the duties placed upon him pursuant to this Agreement.

8. Liability Limitations

The parties do not waive and intend to assert all available liability limitations, including those contained in NRS Chapter 41. 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 result of omissions of the parties or their 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.

9. Miscellaneous

- A. This instrument contains the entire agreement of the parties relative to the content herein. It may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.
- B. 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.
- C. 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.
- D. 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.
- E. In the event of any dispute between the parties arising out of this

Agreement, the substantially prevailing party shall be allowed attorney's fees and costs incurred in any litigation or any appeal.

- F. Any notice required or permitted to be given under this Agreement shall be deemed to be effective when delivered or mailed by prepaid certified mail, return receipt requested to the addresses indicated herein.

FOR CONTRACTOR:

Attn: Larry LeMieux
1200 Kitty Hawk Drive
Mesquite, Nevada 89027

FOR CITY:

City of Mesquite
Attn: City Manager
10 East Mesquite Boulevard
Mesquite, Nevada 89027
Phone: (702) 346-5295
Fax: (702) 346-2908
E-mail: citymanager@mesquitenv.gov

With a copy to:

City of Mesquite
Attn: City Attorney
10 East Mesquite Boulevard
Mesquite, Nevada 89027
Phone: (702) 346-5295
Fax: (702) 346-2908
E-mail: citymanager@mesquitenv.gov

- G. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.
- H. 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.
- I. 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.

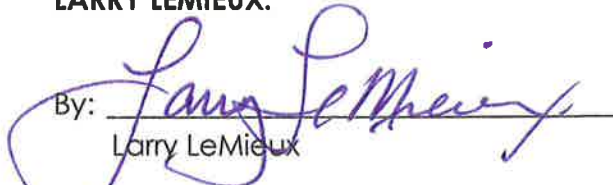
IN WITNESS WHEREOF, the parties hereto have caused their representatives to affix the appropriated signatures and seals and agree to be bound thereby, on the date when both parties have signed below.

THE CITY OF MESQUITE, NEVADA:

By: 
Mark Wier, Mayor

Date: 12/13/11

LARRY LEMIEUX:

By: 
Larry LeMieux

Date: 11-22-11

ATTEST:

By:  for
Cherry Lawson, City Clerk

Date: 12/13/11

APPROVED AS TO FORM:

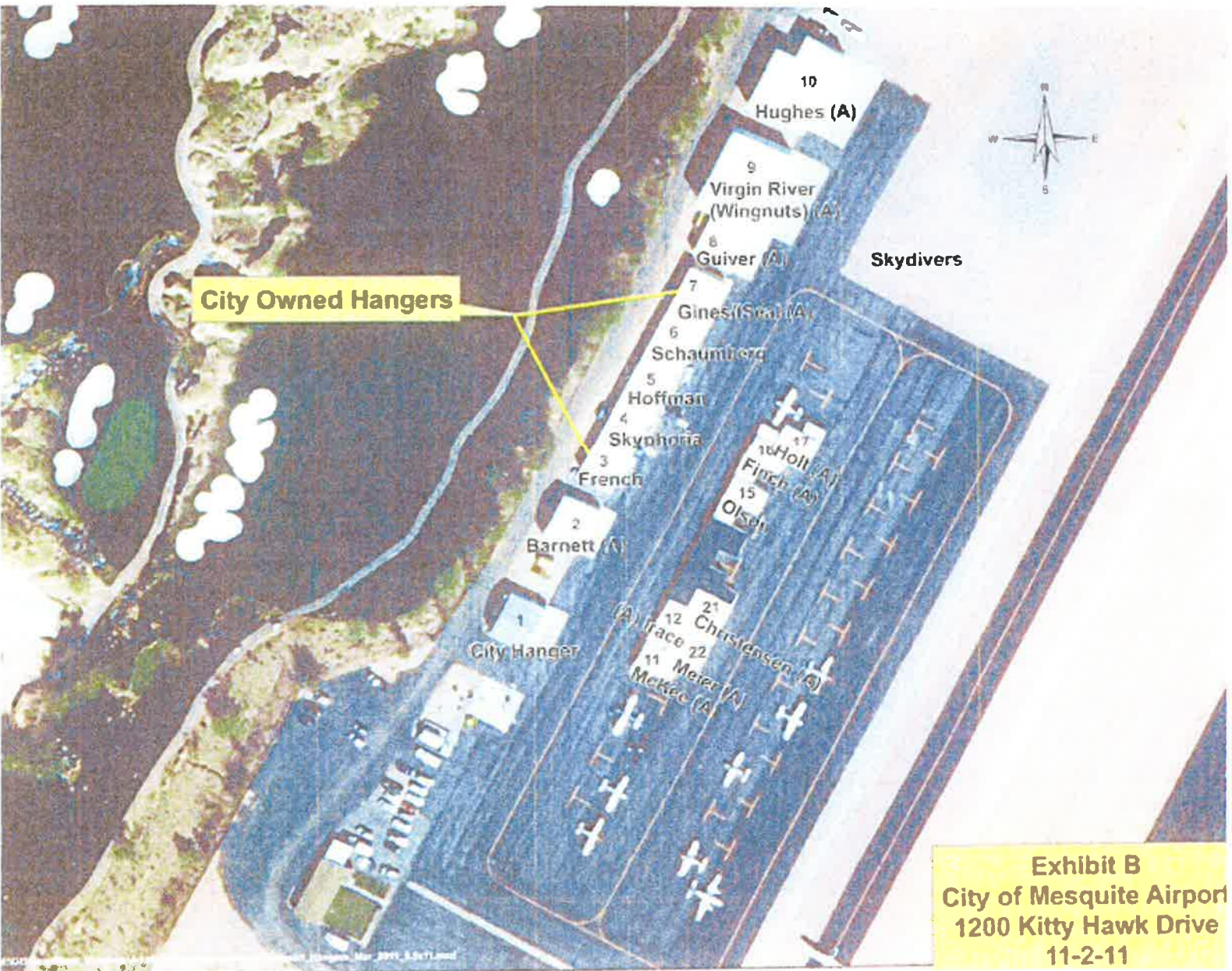
By: 
Cheryl Truman Hunt, City Attorney

Date: 12/13/11

INDEPENDENT CONTRACTORS AGREEMENT (EXHIBIT A)

1. Contractor will provide required monthly airport inspections and report to the City Public Works Department, or other person the City may designate any maintenance the airport may require and any other information regarding the airport and its facilities as deemed appropriate by contractor or as requested by the City. Contractor will work with the FAA and State Aeronautical authorities to ensure the airport and facilities comply with current airport regulations and will report to appropriate City personnel any deficiencies at the airport with regards to meeting these regulations.
2. Contractor will provide general cleaning of the pilot's lounge, office and housing facility. Contractor will assist with labor in whatever maintenance or repairs he is able to handle at his discretion and without charging the cost of this labor to the City. These items of maintenance or repair would include but not be limited to keeping debris cleaned up from airport premises, and other items of such nature. City will sweep taxiways, ramps and runways with their equipment on a regular basis.
3. Contractor will provide aircraft fueling services twenty four (24) hours a day seven (7) days per week through both self-serve and on-call full service. The City will provide functioning self-service 100 octane fueling equipment, a functioning Jet Fuel pump delivery truck and external fuel storage pump system. For fueling services outside of normal business hours, a service surcharge will be added which will be paid directly to Contractor or the City depending upon who provides such service.
4. Contractor will operate the Unicorn radio during normal business hours and will provide Unicorn Services to pilots. The City will provide a (VHF) handheld radio and temporary weather station in the Airport office to enhance Unicorn service.

INDEPENDENT CONTRACTORS AGREEMENT
(EXHIBIT B)



13. Consideration of Approval of an FBO (Fixed Base Operator) Independent Contractor Agreement with Larry Lemieux at the Mesquite Airport. - Possible Action

[8:08 P.M.] Minutes:

Mayor Wier read the item by short title and deferred to Public Works Director Bill Tanner.

[8:09 P.M.] Minutes:

Mr. Tanner explained the item and explained that Mr. Lemieux has been providing the FBO service at the airport for the last 10 years. He stated that this new agreement will be for three years with an option for two more. Mr. Tanner noted that he had made a change to the agreement concerning the liability insurance policy. Mr. Tanner also explained the revenue and expense summary for the airport that was provided in the agenda item backup.

[8:11 P.M.] Minutes:

Council member Rapson offered his positive views on the current conditions and policies at the airport due to Mr. Lemieux.

Council member Gustaveson made a motion to approve an FBO (Fixed Base Operator) Independent Contractor Agreement with Larry Lemieux at the Mesquite Airport for the period of three years, until December 13, 2014 with renewal option of two additional years. Council member Litman seconded the motion.

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



November 22, 2011

Mesquite City Council Meeting

Agenda Item 13.

Subject:

Consideration of Approval of an FBO (Fixed Base Operator) Independent Contractor Agreement with Larry LeMieux at the Mesquite Airport. - Possible Action

Petitioner:

Bill Tanner, Public Works Director

Staff Recommendation:

Recommendation is to approve the Fixed Base Operator Independent Contractor Agreement with Larry LeMieux for a period of three years until December 13, 2014 with a renewal option for two additional years.

Fiscal Impact:

Will not change over current agreement with Mr. LeMieux. Revenues could increase or decrease depending on fuel sales.

Background:

The current Fixed Base Operators contract with Larry LeMieux expires on December 13, 2011. Mr. LeMieux has been the FBO contractor at the Mesquite Airport since December 2001. Before 2001 there were many issues with the FBO operator and the Airport had many complaints including: no fuel available, no one to fuel planes, the operator at that time was painting planes in the City hanger and housekeeping for that area was a mess. There were environmental concerns from the left over paints and solvents being dumped next to the hangers.

In December 2001, Mr. Lemieux entered into a contractual agreement for the operations at the Mesquite Airport. Mr. LeMieux, in accordance with his

the agreement, constructed a Pilots' Lounge, cleaned up the fueling station areas, cleaned up and painted the City maintenance hangar, and has increased the fuel sales over the past 10 years at the Mesquite Airport.

Staff has included the past five years of revenue and expenditures as closely as can be determined for only the operations at the existing Mesquite Airport.

Attachments:

- Independent Contractor Agreement.
- Original Agreement (Approved December 2001), Previous Amendments to Agreement and Council Meeting Minutes.
- Mesquite Airport 5 Year Operations Revenues and Expense Summary.

**AGREEMENT AMENDING THE INDEPENDENT CONTRACTOR
AGREEMENT**

This AGREEMENT AMENDING the INDEPENDENT CONTRACTOR AGREEMENT dated December 13, 2001, by and between the City of Mesquite, a municipal corporation, and Larry LeMieux (hereinafter referred to as "the Parties") is for the sole purpose of extending the term for a period of three (3) years to December 13, 2011 and becomes legally effective when signed and dated by the Parties. All other provisions of the December 13, 2001 agreement will remain the same and be in full force and effect.

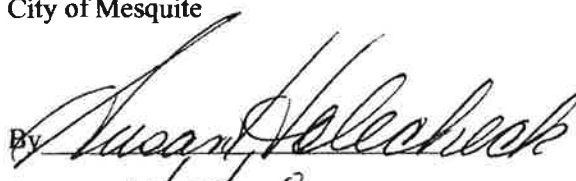
IN WITNESS WHEREOF, the Parties affixed their signatures and the date of the same below.

CITY:

USER:

City of Mesquite

Larry LeMieux

By: 
Date: 11/5/08

By: 
Date: 11-6-08

ATTEST:

APPROVED AS TO FORM:

By: 
Sherée Goessman, Interim City Clerk
Date: 11/5/08

By: 
Cheryl Truman Hunt, City Attorney
Date: 11/5/08

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

16. Consideration of approval of the FBO (Fixed Base Operator) services at the Mesquite Airport - Action

[7:41 PM]

Minutes: Allen Bell said this item renews the contract with the fixed base operator and has asked that his contract be extended for 3 more years with the same terms. Tim Hacker noted Mr. Lemieux has gone out of his way to enhance the airport and bring people to Mesquite.

Minutes: Councilmember Ence noted under compensation it talks about hangar space and asked about the pilots lounge. Allen Bell noted Mr. Lemieux has done the improvements to the pilots lounge.

Councilmember Bill Wells made a motion to approve the FBO services at the Mesquite Airport, seconded by Councilmember Randy Ence.

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

17. Consideration of approval of the Addendum to the Joint Development Agreement of 106 acres located in the Mesquite Technology and Commerce Center between the MTC, LLC and the City of Mesquite. – Action

[7:44 PM]

Minutes: Allen Bell said this amends the contract to extend the sole property to the Ely Whitney boundaries.

Minutes: Councilmember Wells asked if there's any adjustment on the acreage. Allen Bell said staff doesn't have the final alignment and won't have it until NDOT is finished with it, however original pricing and terms will be adhered to.

Councilmember Randy Ence made a motion to approve the addendum to the Joint Development Agreement of 106 acres located in the MTCC, seconded by Councilmember Karl Gustaveson.

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

Adjournment

Mayor Holecheck adjourned the meeting at 7:47 p.m.

[8:44 PM]

Minutes: Allen Bell advised the City received one proposal.

Councilmember Susan Holecheck made a motion to schedule a joint presentation with the Energy Task Force from Powered by Renewables and Chevron Energy Solutions (PBR-CES) at 3:00 pm November 14, 2006 prior to the Regular City Council meeting, seconded by Councilmember Donna Fairchild.

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

[8:46 PM]

Minutes: John Paul said he attended many of the Energy Committee meetings and found them to be dedicated to searching if there were any viable alternative sources out there. He commended Councilmember Holecheck for taking this idea and turning it into something.

22. Consideration of approval of the FBO (Fixed Base Operator) services at the Mesquite Airport - Action

[8:46 PM]

Minutes: Allen Bell requested to continue the services with the current FBO for another 2 years.

Councilmember Donna Fairchild made a motion to approve the FBO (Fixed Base Operator) services at the Mesquite Airport, seconded by Councilmember Susan Holecheck.

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

23. Consideration of Approval of a revision to the current City of Mesquite Logo. - Action

[8:47 PM]

Minutes: Tim Hacker advised the newly proposed logo is in the packets. He said they have taken away the pac-man appearance and taken "City of" off. Councilmember Holecheck asked if there's a way to copyright this logo. Christi Kindel said there are ways to trademark or copyright the logo. She said it can be pursued through a patent attorney.

Councilmember Donna Fairchild made a motion to approve the revision to the current City of Mesquite Logo and directed staff to pursue copyright, seconded by Councilmember Bill Wells.



**MESQUITE CITY COUNCIL MEETING
MESQUITE CITY HALL
10 E. MESQUITE BLVD.**

TUESDAY, DECEMBER 14, 2004

REGULAR MEETING 4:00 P.M.

Minutes of a scheduled meeting of the City Council held December 14, 2004 at 4:00 p.m. at City Hall. In attendance were Mayor Bill Nicholes, Councilmembers Marco Ruelas, Robert "Bubba" Smith, David Bennett, Donna Fairchild, and Scott Fisher. Also in attendance were City Manager Bryan Montgomery, City Attorney Terry Marren, Director of Planning and Redevelopment Don Matson, City Engineer Allen Bell, other City staff and approximately 60 citizens.

Mayor Nicholes called the meeting to order at 4:00 p.m. (NOTE: This meeting has been tape-recorded and will remain on file in the office of the City Clerk for four years for public examination.)

CEREMONIAL MATTERS

- INVOCATION – Moment of Silence
- PLEDGE OF ALLEGIANCE

CONSENT AGENDA

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

Terry Marren advised he received a six page opinion from the Legislative Counsel Bureau with regard to item #26 and that he would like the item continued to the January 11, 2005 meeting to allow him time to review the letter. Councilmember Bennett said he will abstain from item #3. **Councilmember Fisher moved to table item #26 to the January 11, 2005 City Council Meeting, seconded by Councilmember Fairchild. The motion passed unanimously.**

Councilmember Smith asked that item #11 be removed from the consent agenda for discussion. Councilmember Montgomery asked that item #12 be removed from the consent agenda to allow staff to present the recommendations. Don Matson noted the following corrections to the minutes: (1) August 24, 2004 Regular Meeting – items #13 and #14 should have the same staff recommendations. (2) The spelling of Chris Villareal's name in the minutes. Councilmember Fisher said he's not sure the Council can approve item #13 since they aren't acting as the Redevelopment Agency. Terry Marren noted they could meet as the Council and Redevelopment Agency simultaneously; however, it is best for future items to formally meet as the Redevelopment Agency Board. **Councilmember Fisher moved to approve the consent agenda as amended and with staff recommendations, seconded by Councilmember Fairchild. The motion passed unanimously.**

1. Consideration of approval of the December 14, 2004 agenda and the minutes of the August 17, 2004 Work Session, the August 24, 2004 Regular City Council

will be provided by a 90-gallon container automated system. (12) All temporary turnarounds are required to provide an all-weather base for solid waste trucks to turn around. The temporary turnaround is to be maintained by the property owner. (13) Meet all Fire Codes. (14) All temporary turnarounds are required to provide an all-weather base for emergency vehicles to turn around. Temporary turn around to be maintained by the property owner.

5. Consideration of Final Map for St. Andrews Subdivision located within the Canyon Crest PUD, northeast of Oasis Boulevard and south of Ivy Lee Crest. (Action)

Staff recommendations: (1) Meet all applicable Building Codes and Standard Conditions. (2) No slopes greater than 3 to 1. All slopes to be stabilized and landscaped. (3) All Conditions as may have been placed on the Canyon Crest PUD. (4) Perimeter roads such as Ivy Lee Crest should be built to their full width, with this project if there is open space on the opposite side of the road. If not, the roadway should be built to two travel lanes and a parking lane or half the right-of-way which ever is greater. (5) Meet all applicable Zoning Codes and Standard Conditions. (6) Meet all criteria of the Canyon Crest Design Standards Handbook. (7) Complete all changes to Canyon Crest Design Standards Handbook as approved at council meeting of August 24, 2004 and provide city staff with 15 bound copies. (8) Correct address sequence per City of Mesquite addressing policy. (9) Applicant needs to clarify on the final map the rear yards of homes that are adjacent to Oasis and Ivy Lee – whether the landscape strip is to be a common area easement or maintained by the individual property owners. (10) All services will be provided by a 90-gallon container automated system. (11) All temporary turnarounds are required to provide an all-weather base for solid waste trucks to turn around. The temporary turnaround is to be maintained by the property owner. (12) Meet all Fire Codes. (13) All temporary turnarounds are required to provide an all-weather base for emergency vehicles to turn around. Temporary turn around is to be maintained by the property owner.

6. Consideration of approval to use \$15,200.00 from contingency fund to replace asphalt roadway around the cemetery. (Action)
7. Consideration of a Temporary Merchant License for Carl Dilday, Sales Manager for T.A.P. Enterprises for a two day tool sale at the Eureka Hotel on December 21-22, 2004. (Action)
8. **Consideration of approval of the FBO (Fixed Base Operator) services at the Mesquite Airport. (Action)**
9. Consideration of the Airport Use Agreement for Skydive Mesquite. (Action)
10. Consideration to amend the Agreement between the City of Mesquite and Southern Nevada Transit Coalition. (Action)
13. Consideration of bid award for the remodel of the Old Elementary School for the new Mesquite Campus of Community College of Southern Nevada. (Action)

ORIGINAL

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("the Agreement") is entered into between Larry LeMieux (hereinafter "Contractor"), and the City of Mesquite, Nevada, a political subdivision of the State of Nevada (hereinafter "the City") and is legally effective when signed and dated by the parties below.

WHEREAS, Contractor is prepared to provide certain services at the Mesquite Airport ("the Airport") as a Fixed Base Operator ("FBO") for the Airport ("the Services"); and

WHEREAS, agrees to provide the Services as specified herein and is or will quickly become competent to perform each and every one of the Services noted herein; and

WHEREAS, the City desires to retain the services of Contractor as an FBO at the Mesquite Airport to provide the Services as set forth herein; and

WHEREAS, Contractor desires to perform the Services to the City at the Mesquite Airport for the compensation, and on the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the fee to be paid to Contractor by the City, and the Services to be rendered to the City by Contractor, the parties agree as follows:

1. Duties.

- A. **The Services:** The Services to be provided by Contractor are attached hereto as Exhibit "A". The Services may be changed at any time by written agreement of the parties. The Services generally include the operation and maintenance of the Mesquite Airport property in its entirety and assisting with the refueling of aircraft at the Mesquite Airport
- B. **Time Requirements:** Contractor agrees to be responsible for operation, maintenance and fueling of aircraft at the Airport 24 hours per day seven (7) days per week. If Contractor is absent from the Airport property, it is the responsibility of Contractor to provide a replacement at his sole expense to provide such operation, maintenance and fueling during his absence.
- C. **Certification and Training:** Contractor agrees to obtain training and/or certification in order to safely dispense aviation fuel and to perform all other duties required to be performed by Contractor pursuant to this Agreement in a safe and competent manner. Contractor agrees to be approved by Av Fuel to dispense aviation fuel,

including jet fuel, prior to commencing duties pursuant to this Agreement. Further, Contractor agreed to obtain any additional training or certification, or retraining or re-certification necessary to safely and competently perform the duties required of him pursuant to this Agreement.

2. Compensation.

In consideration of Contractor providing the Services to the City at the Airport, the City agrees to pay Contractor, in cash or in kind, as follows:

- A. The Parties will meet and determine the mark up on aviation fuel to be added to the price for which the City is able to purchase the fuel. That Agreement will be made before Contractor assumes his duties at the Airport pursuant to this Agreement. Contractor will receive 70% of the mark up in aviation fuel as part of his compensation under this Agreement. Provided, however, if Contractor is absent from the Airport and he has not provided a replacement as required by this Agreement, then, and in that event, the entire mark up in the fuel will go to the City and Contractor will pay a 10% penalty to the City for after mark up price of the fuel dispensed by City with the mark up included.
- B. In addition to receiving 70% of the mark up on aviation fuel dispensed by Contractor at the Airport, if Contractor dispenses aviation fuel before 8:00 a.m. and after 5:00 p.m., or at any time on Saturday and Sunday, there will be an additional \$40.00 after-hours fueling surcharge, in addition to the fuel charge, which will be retained by Contractor. If Contractor is unavailable to dispense aviation fuel after hours and does have someone available to dispense the aviation fuel on his behalf, then, and in that event, the City will keep the \$40.00 surcharge in addition to the mark up in fuel and the penalty noted herein.
- C. Contractor will have use and control of the hanger at the Airport which has been made available for the use of the FBO and may lease that space to another person or business, subject to the approval of the City. It is agreed by the parties that the value of this lease space is approximately \$300.00 per month per other private lease of similar hanger space at the Airport. In exchange for that benefit, Contractor agrees to build or acquire an improved Pilot's Lounge at the Airport within six (6) months of approval of this Agreement by City, subject to approval by the City Engineer, which will have a value of at least the rental value of the hanger space during the term of this Agreement. The Pilot's Lounge becomes the property of the City upon termination of this Independent Contractor's Agreement. As with all improvements at the Airport, Contractor must submit any plan or plans for construction or

remodeling of any structure at the Airport (including, but not limited to the Pilots' Lounge) to the City Engineer in advance for his approval and must obtain any required City building permits prior to any such construction or remodeling.

- D. As additional in-kind compensation to Contractor, Contractor will be permitted to occupy that certain mobile home currently existing at the Airport approximately 1,360 square feet in size as his personal residence. It is agreed by the parties that this mobile home would have a value of approximately \$750.00 per month if rented to a tenant.
- E. As additional compensation to Contractor, City will pay utilities (electric, sewer and water) and basic phone costs during the term of this Agreement. Contractor will be responsible for paying all long distance phone charges as they arise.

3. Term.

- A. The term of this Agreement will be for a period of three (3) years commencing upon the execution of the Agreement by both parties, thereafter, unless terminated earlier pursuant to other terms of this Agreement. Upon agreement of both parties, the term of the Agreement may be extended for additional terms of at least one (1) year each.
- B. The parties agree that this Agreement only applies to the Airport at its current location and that the relocation of the Airport would terminate this Agreement upon the date that the relocation occurs. However, the parties may enter into a new agreement regarding retaining the services of Contractor at the new Airport property.

4. Independent Contractor Status.

- A. The relationship between Contractor and the City is, and during the term of this Agreement shall be, that of an independent contractor. No party shall be deemed a legal representative or agent of the other party for any purpose and shall have no right or authority to assume or create in writing or otherwise, any obligation of any kind, express or implied, with respect to any commitments, in the name of the other party or on behalf of the other party, unless given with the express written authority of such party. Furthermore, the relationship between City and Contractor shall not constitute a joint venture, general partnership or similar arrangement.
- B. Since Contractor is not an employee of the City, the City will not withhold on behalf of Contractor any sums for income tax, unemployment insurance, social security or otherwise, and all such withholdings, if any is required, will be the sole responsibility

of Contractor. Contractor shall also comply, at its expense with all applicable provisions of workers compensation laws, unemployment compensation laws, federal social security laws, the fair labor standards act and all other applicable federal, state and local laws and regulations relating to terms and conditions of employment required to be fulfilled by employers. At the end of each year, the City will provide to Contractor an Internal Revenue Service Form 1099 for all compensation provided to Contractor for that calendar year, in cash or in kind.

5. Termination: Either party may terminate this Agreement for any cause upon the prior notice to the other of ninety (90) days.

6. Access to City Properties: Contractor will be provided access to all City property at the Airport in order to perform the duties placed upon him pursuant to this Agreement.

7. Indemnification:

- A. During the first three-year term of this Agreement, the City agrees to provide liability insurance coverage to the operation of Contractor at the Airport for any ordinary act or omission of negligence by Contractor. However, thereafter, the parties agree that they will hold the other party harmless and unconditionally indemnify each other against and for all liabilities, actions, suits, proceedings, claims, damages, costs and expenses (including reasonable attorney's fees and expenses of litigation) to which either party may become subject by reason of any accidents, damage or injuries, (including injuries resulting in death), either to persons or property or both, or employees of either party, or to any other party in the manner caused by, or resulting from, willful misconduct or negligent acts or a party, its employees or agents in the performance of this Agreement.
- B. City will hold Contractor harmless for any loss or damages, direct or consequential, caused by defects or negligence which are not the responsibility or fault of Contractor or any of Contractors employees or agents.

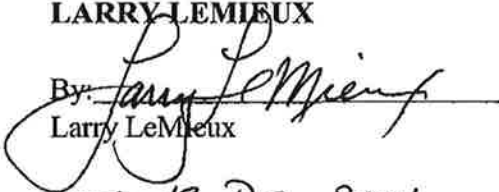
8. Miscellaneous.

- A. This instrument contains the entire agreement of the parties relative to the content herein. It may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.
- B. 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.

- C. The waiver by Contractor of a breach of any of the foregoing provisions shall not operate or be construed as a waiver of any subsequent breach by City.
- D. 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.
- E. In the event of any dispute between the parties arising out of this Agreement, the substantially prevailing party shall be allowed attorney's fees and costs incurred in any arbitration, meditation, negotiation, litigation or any appeal.
- F. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing, and if sent by certified mail or hand delivery.

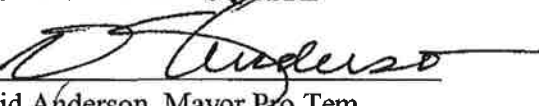
IN WITNESS WHEREOF, the parties hereto have caused their representatives to affix the appropriated signatures and seals and agree to be bound thereby, on the date when both parties have signed below.

LARRY LEMIEUX

By: 
Larry Lemieux

Dated: 13 Dec 2001

THE CITY OF MESQUITE

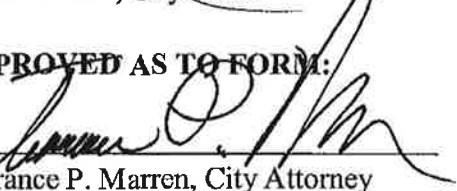
By: 
David Anderson, Mayor Pro Tem

Dated: 12 Dec. 2001

ATTEST:

By: 
Carol Woods, City Clerk

APPROVED AS TO FORM:

By: 
Terrance P. Marren, City Attorney

By: 
Allen Bell, City Engineer

"Any resort hotel constructed and opened prior to the time Ordinance #263 become legally effective, but is currently closed shall be deemed to conform to the additional requirements imposed by Ordinance #263 if it shares 2 or more of the amenities listed in Subsection "E" and the convention area described in "G" with one or more licensed resort hotels and within 18 months of its reopening present plans for the construction of at least one additional amenity upon or contiguous to its property. It shall not be required to comply with "H" or have 400 rooms. Councilmember Hardy seconded the amendment and it passed unanimously. The main motion also passed unanimously.

18. Consideration of Street Lane Index and Road Mileage Report for public roads within the City of Mesquite maintenance's jurisdiction.

a. Public Hearing

Allen Bell advised that the total road mileage is 38.81 miles. **Mayor Pro-Tem opened the public hearing at 7:50 p.m. and with no comment closed the public hearing.**

b. Regular Meeting (Action)

Councilmember Bennett moved to approve the street lane index and road mileage report, seconded by Councilmember Hardy. The motion passed unanimously.

19. Consideration of land purchase agreement with Burns Group LP for real property described as APN# 001-17-603-041, 001-17-603-003, and 001-17-502-004. (Action)

Mr. Montgomery advised that item #19 was removed from the agenda because the seller of the property rescinded his proposed change from the agreement so it stayed the same as what Council approved at the previous meeting.

20. Consideration of contract with Larry LeMieux for fueling services at the Mesquite Municipal Airport. (Action)

Terry Marren advised that Council approved at the last meeting for Mr. LeMieux to be able to start as airport manager immediately. He said this agreement states Mr. LeMieux would provide 24-hour, 7-day coverage and that there would be a \$40 surcharge for after hour service. Mr. Marren said if Mr. LeMieux did not perform his duties, and City staff was required to do them, then the City would receive the money plus 10% penalty. Mr. Marren advised that Mr. LeMieux has agreed to build an approved pilot's lounge within 6 months. The contract is for three years and will cease to be valid once the new airport is built. Councilmember Fisher said he would like to include in the contract that proof of training for Mr. LeMieux and other employee's be shown. Allen Bell advised that training videos have been received from Avfuel. **Councilmember Fairchild moved to approve the contract with Larry LeMieux with staff recommendations, seconded by Councilmember Fisher. The motion passed unanimously.**



December 11, 2001
[Back to Agenda](#)

MESQUITE CITY COUNCIL AGENDA ITEM 20

SUBJECT:

Consideration of contract with Larry LeMieux for fueling services at the Mesquite Municipal Airport.

PETITIONER:

Allen Bell, City Engineer

STAFF RECOMMENDATION:

Approve the Contract, subject to Staff Recommendations

Approved: _____
City Manager

FISCAL IMPACT:

\$52,500 annual cost based on a \$0.75 markup and 100,000 gallons.

The City will receive \$22,500 based on the same assumptions, which is \$20,000 more than we received last year on 50,000+/- gallons sold.

BACKGROUND:

The City will provide the dwelling and hanger for the Contractor's use for Airport related functions, in return the contractor will provide 24/7 fueling services and provide or assist in providing a better pilots lounge/office facility.

INDEPENDENT CONTRACTOR AGREEMENT
FOR FIXED BASE OPERATOR SERVICES
AT THE MESQUITE AIRPORT

This Independent Contractor Agreement ("the Agreement") is entered into between Larry LeMieux (hereinafter "Contractor"), and the City of Mesquite, Nevada, a political subdivision of the State of Nevada (hereinafter "the City") and is legally effective January 1, 2017.

WHEREAS, Contractor is prepared to provide certain services at the Mesquite Airport ("the Airport") as a Fixed Base Operator ("FBO") for the Airport ("the Services"); and

WHEREAS, Contractor agrees to provide the Services as specified herein and is competent to perform each and every one of the Services noted herein; and

WHEREAS, the City desires to retain the services of Contractor as an FBO at the Mesquite Airport to provide the Services as set forth herein; and

WHEREAS, Contractor desires to provide the Services to the City at the Mesquite Airport for the compensation, and on the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the compensation to be provided to Contractor by the City, and the Services to be rendered to the City by Contractor, the parties agree as follows:

1. Duties

A. The Services: The Services to be provided by Contractor are set forth in the agreement and in Exhibit A to this agreement. The Services may be changed at any time by written agreement of the parties. The Services generally include the operation and maintenance of the Mesquite Airport located at 1200 Kitty Hawk Drive, Mesquite, Nevada in its entirety and assisting with the refueling of aircrafts at the Airport.

B. Time Requirements: Contractor agrees to be responsible for operation, maintenance and fueling of aircrafts at the Airport twenty-four (24) hours per day, seven (7) days per week. If Contractor is absent from the Airport property, it is the responsibility of Contractor to provide a replacement at Contractor's sole expense to provide such operation, maintenance and fueling during such absence. Any person fulfilling duties on the

Airport property as a replacement for Contractor is required to have the certification, training, and/or approvals required of the Contractor for the particular tasks as set forth in this Agreement. Proof of certification, training and/or approvals shall be provided to the City upon request.

- C. Certification and Training: Contractor agrees to obtain training and/or certification in order to safely dispense aviation fuel and to perform all other duties required to be performed by Contractor pursuant to this Agreement in a safe and competent manner. Contractor agrees to be approved by Av Fuel to dispense aviation fuel including jet fuel, prior to commencing duties pursuant to this Agreement. Further, Contractor agrees to obtain any additional training or certification, or re-training or re-certification, at contractor's expense, that is necessary to safely and competently perform the duties required of him pursuant to this Agreement. Proof of certification, training, and/or approval shall be provided to the City upon request.

2. Compensation

In consideration of Contractor providing the Services to the City at the Airport, the City agrees to pay Contractor, in cash and/or in kind, as follows:

- A. Contractor will purchase aviation fuel and establish, with the City Public Works Director, fuel prices *and fuel flow fees* for each fuel type that will yield sufficient revenues to reimburse City for FBO Airport operating expenses. The Parties will meet and determine the mark up on aviation fuel to be added to the price for which the City is able to purchase the fuel. That price will be set by reviewing the retail market price of aviation fuel, including regional retail air fuel prices and the most current year to date operating statement for the Airport. Fuel markup will be adjusted each time the Airport receives fuel delivery. Each time aviation fuel is purchased, the Parties shall prepare a fuel price report documenting the mark up on aviation fuel added to the price for which the City is able to purchase the fuel. This report will include the cost of the aviation fuel to the City, regional retail air fuel prices, a copy of the most current year to date operating statement for the Airport, and the markup added to the purchased aviation fuel.

Contractor will receive 70% of the mark up in aviation fuel as part of Contractor's compensation under this Agreement. Provided, however, if Contractor is absent from the Airport and he has not provided a replacement as required by this Agreement, then, and in that event, the entire mark up in the fuel will go to the City and Contractor will pay a 10%

penalty to the City for the fuel dispensed by the City with the mark up included.

Contractor will provide aviation fuel sales reports/receipts to the City Public Works Department for fuel sales at the Airport on or before the 4th and 19th of each month.

Compensation to be paid by City to Contractor pursuant to this Agreement will be remitted by City to Contractor on the 5th and 20th of each month or the next business day after.

In addition to receiving 70% of the mark up on aviation fuel dispensed by Contractor at the Airport, if Contractor dispenses aviation fuel before 8:00 a.m. and after 5:00 p.m., or at any time on Saturday and Sunday, there will be an additional \$40.00 after-hours fueling surcharge, in addition to the fuel charge, which will be retained by Contractor. If Contractor is unavailable to dispense aviation fuel after hours and does not have someone available to dispense the aviation fuel on his behalf, then, and in that event, the City will keep the \$40.00 surcharge in addition to the mark up in fuel and the penalty noted herein.

- B. Contractor will have use and control of the hanger at the Airport that is identified as Hanger No. 1 in Exhibit B (hereinafter "Hanger Space"). Contractor may lease the Hanger Space to another person or business, subject to the written approval of the Public Works Director. The Public Works Director will obtain and provide copies of proposed lease agreements to the City Attorney for review, prior to granting written approval to Contractor to lease the Hanger. Any lease agreement entered into by Contractor with another person or business pursuant to this provision that such lease agreement terminates automatically upon termination of this agreement. It is agreed by the parties that the commercial fair market value of this lease space is approximately \$300.00 per month if it was rented by the City as hanger space pursuant to a private lease.
- C. Contractor must submit any plan or plans for construction or remodeling of any structure at the Airport (including, but not limited to the Pilots' Lounge) to the Public Works Director in advance for his/her approval and must obtain any required City building permits prior to any such construction or remodeling.

As additional in-kind compensation to Contractor, Contractor will be permitted to occupy that certain mobile home currently existing at the Airport (approximately 1,360 square feet in size) as Contractor's personal residence. Contractor may lease the mobile home existing at the Airport

to an employee working for Contractor or a sub-contractor working with Contractor, subject to the written approval of the Public Works Director. The Public Works Director will obtain and provide copies of proposed lease agreements to the City Attorney for review, prior to granting written approval to Contractor to lease the Mobile Home. Any lease agreement entered into by Contractor with an employee or sub-contractor pursuant to this provision shall include a provision that such lease agreement terminates automatically upon termination of this agreement. It is agreed by the parties that this mobile home would have a fair market value of approximately \$750.00 per month if rented to a tenant.

- D. As additional in-kind compensation to Contractor, City will pay utilities (electric, sewer, water and basic telephone costs) for FBO operations at the Airport during the term of this agreement. Contractor will be responsible for cable, internet and long distance phone charges related to the FBO operations at the Airport.

3. Term

- A. The term of this Agreement will be for a period of three (3) years commencing January 1, 2017. The agreement shall continue thereafter for that period, unless terminated earlier pursuant to other terms of this Agreement. Upon agreement of both parties, the term of the Agreement may be extended for additional terms of at least two (2) years each.
- B. The parties agree that this Agreement only applies to the Airport at its current location and that the relocation of the Airport would terminate this Agreement upon the date that the relocation occurs. However, the parties may enter into a new agreement regarding retaining the services of Contractor at the new Airport property.

4. Independent Contractor Status

The relationship between Contractor and the City is, and during the term of this Agreement shall be, that of an independent contractor. No party shall be deemed a legal representative or agent of the other party for any purpose and shall have no right or authority to assume or create in writing or otherwise, any obligation of any kind, express or implied, with respect to any commitments, in the name of the other party or on behalf of the other party, unless given with the express written authority of such party. Furthermore, the relationship between City and Contractor shall not constitute a joint venture, general partnership or similar arrangement.

5. Insurance, Social Security, Tax Information

- A. Since Contractor is not an employee of the City, the City will not withhold or make payment on behalf of Contractor any sums for income tax, unemployment insurance, social security or otherwise, and all such withholdings or taxes, if any is required, will be the sole responsibility of Contractor. Contractor shall also comply, at Contractor's expense with all applicable provisions of workers compensation laws, unemployment compensation laws, federal social security laws, the fair labor standards act and all other applicable federal, state and local laws and regulations relating to terms and conditions of employment required to be fulfilled by employers. Contractor shall provide City with proof of workers compensation insurance for Contractor and all sub-contractors providing FBO services at the Airport annually on the anniversary date of this contract and each year after during the term of this agreement. If proof of workers compensation is not provided annually on or before the anniversary of this agreement, then agreement shall be terminated.
- B. Contractor agrees to procure and maintain occurrence based insurance policy(ies) at Contractor's expense with commercial insurers admitted to write in the State of Nevada, with the premiums thereon fully paid on or before due date. Such insurance shall afford minimum protection of not less than One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) annual aggregate for all potential liability related to this Agreement, including, but not limited to, the activities of Contractor and subcontractors and/or employees working for Contractor. The CITY shall be listed as an additional insured on Contractor's Certificates of Insurance. Certificates of Insurance evidencing Contractor's compliance with this paragraph shall be provided to City prior to the effective date of this Agreement. Contractor shall obtain agreement of Contractor's insurers to notify the CITY that a policy is due to expire at least (10) days prior to such expiration. If the City's Airport liability insurance will add the Contractor FBO services to Mesquite's Airport policy as being additionally insured by the City, Contractor agrees to reimburse the City for any additional cost incurred by the City.
- C. At the end of each year, the City will provide to Contractor an Internal Revenue Service Form 1099 for all compensation provided to Contractor for that calendar year, in cash or in kind.

6. Termination

Either party may terminate this Agreement for any cause upon the prior written notice to the other of ninety (90) days. The City may terminate this agreement immediately and at its sole discretion, upon written notice to

Contractor, for gross or wanton negligence by Contractor, Contractor's employee's, or sub-contractors working for Contractor related to the performance of duties set forth in this Agreement, or upon Contractor's conviction of any illegal act concerning the performance of duties set forth in this Agreement or involving personal gain to Contractor.

7. Access to City Properties

Contractor will be provided access to all City property at the Airport in order to perform the duties placed upon him pursuant to this Agreement.

8. Liability Limitations

The parties do not waive and intend to assert all available liability limitations, including those contained in NRS Chapter 41, 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 result of omissions of the parties or their 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.

9. Miscellaneous

A. This instrument contains the entire agreement of the parties relative to the content herein. It may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

B. 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.

C. 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.

D. 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.

E. In the event of any dispute between the parties arising out of this

Agreement, the substantially prevailing party shall be allowed attorney's fees and costs incurred in any litigation or any appeal.

- F. Any notice required or permitted to be given under this Agreement shall be deemed to be effective when delivered or mailed by prepaid certified mail, return receipt requested to the addresses indicated herein.

FOR CONTRACTOR:

Attn: Larry LeMieux
1200 Kitty Hawk Drive
Mesquite, Nevada 89027

FOR CITY:

City of Mesquite
Attn: City Manager
10 East Mesquite Boulevard
Mesquite, Nevada 89027
Phone: (702) 346-5295
E-mail: citymanager@mesquitenv.gov

With a copy to:
City of Mesquite
Attn: City Attorney
10 East Mesquite Boulevard
Mesquite, Nevada 89027
Phone: (702) 346-5295
E-mail: attorney@mesquitenv.gov

- G. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.
- H. 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.
- I. 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.

IN WITNESS WHEREOF, the parties hereto have caused their representatives to affix the appropriated signatures and seals and agree to be bound thereby, on the date when both parties have signed below.

THE CITY OF MESQUITE, NEVADA:

CONTRACTOR:

By: _____
Allan S. Litman, Mayor

By: _____
Larry LeMieux

Date: _____

Date: _____

ATTEST:

By: _____
Tracy E. Beck, City Clerk

Date: _____

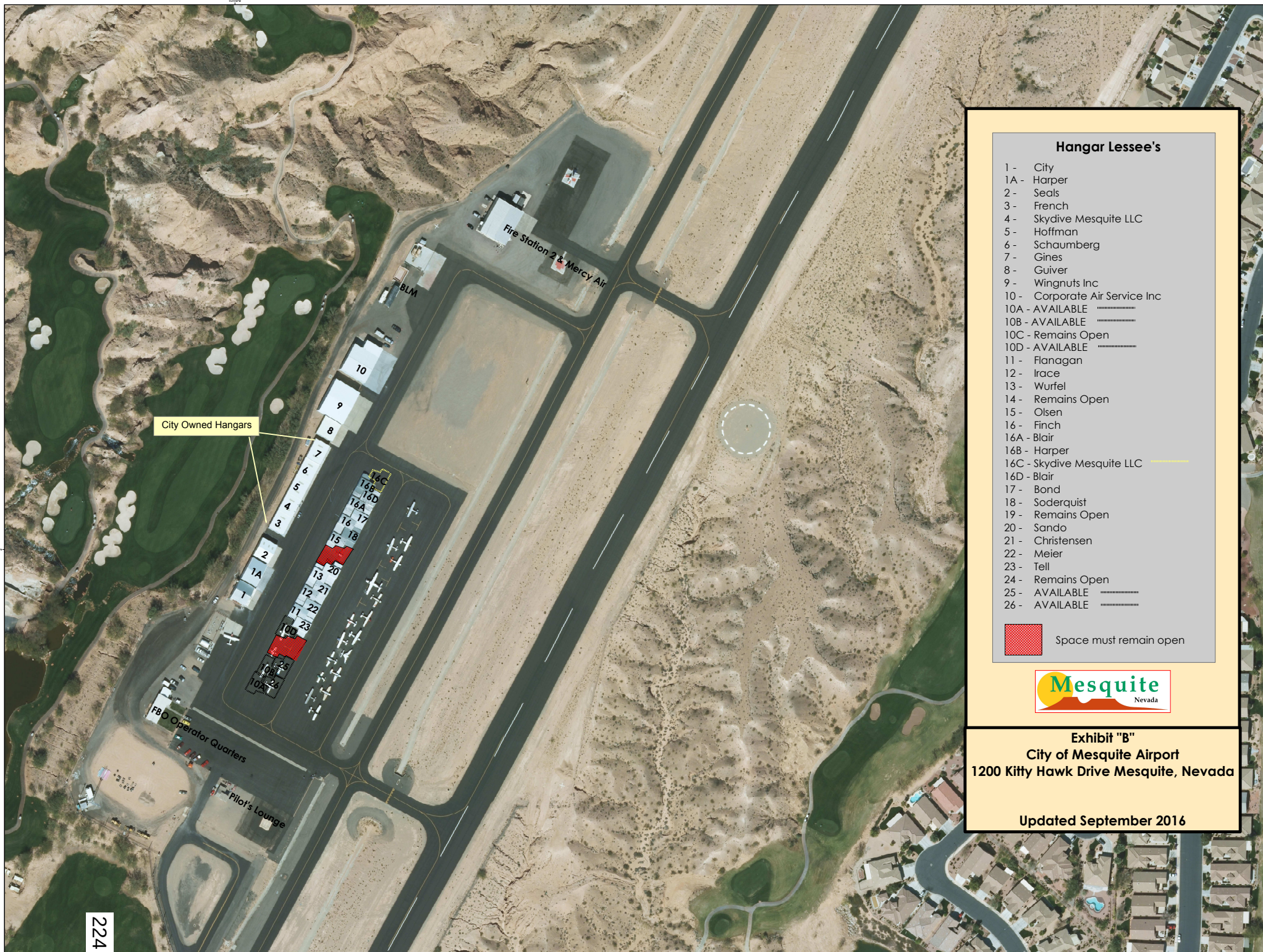
APPROVED AS TO FORM:

By: _____
Robert Sweetin, City Attorney

Date: _____

INDEPENDENT CONTRACTORS AGREEMENT (EXHIBIT A)

1. Contractor will provide required monthly airport inspections and report to the City Public Works Department, or other person the City may designate any maintenance the airport may require and any other information regarding the airport and its facilities as deemed appropriate by contractor or as requested by the City. Contractor will work with the FAA and State Aeronautical authorities to ensure the airport and facilities comply with current airport regulations and will report to appropriate City personnel any deficiencies at the airport with regards to meeting these regulations.
2. Contractor will provide general cleaning of the pilot's lounge, office and housing facility. Contractor will assist with labor in whatever maintenance or repairs he is able to handle at his discretion and without charging the cost of this labor to the City. These items of maintenance or repair would include but not be limited to keeping debris cleaned up from airport premises, and other items of such nature. City will sweep taxiways, ramps and runways with their equipment on a regular basis.
3. Contractor will provide aircraft fueling services twenty four (24) hours a day seven (7) days per week through both self-serve and on-call full service. The City will provide functioning self-service 100 octane fueling equipment, a functioning Jet Fuel pump delivery truck and external fuel storage pump system. For fueling services outside of normal business hours, a service surcharge will be added which will be paid directly to Contractor or the City depending upon who provides such service.
4. Contractor will operate the Unicorn radio during normal business hours and will provide Unicorn Services to pilots. The City will provide a (VHF) handheld radio and temporary weather station in the Airport office to enhance Unicorn service.



Hangar Lessee's

- 1 - City
- 1A - Harper
- 2 - Seals
- 3 - French
- 4 - Skydive Mesquite LLC
- 5 - Hoffman
- 6 - Schaumberg
- 7 - Gines
- 8 - Guiver
- 9 - Wingnuts Inc
- 10 - Corporate Air Service Inc
- 10A - AVAILABLE
- 10B - AVAILABLE
- 10C - Remains Open
- 10D - AVAILABLE
- 11 - Flanagan
- 12 - Irace
- 13 - Wurfel
- 14 - Remains Open
- 15 - Olsen
- 16 - Finch
- 16A - Blair
- 16B - Harper
- 16C - Skydive Mesquite LLC
- 16D - Blair
- 17 - Bond
- 18 - Soderquist
- 19 - Remains Open
- 20 - Sando
- 21 - Christensen
- 22 - Meier
- 23 - Tell
- 24 - Remains Open
- 25 - AVAILABLE
- 26 - AVAILABLE



Space must remain open



Exhibit "B"

City of Mesquite Airport
1200 Kitty Hawk Drive Mesquite, Nevada

Updated September 2016



September 22, 2016

City of Mesquite
Bill Tanner - Airport Manager
1200 Kittyhawk Drive
Mesquite, NV

Dear Mr. Tanner,

I am writing this letter of support on behalf of Larry LeMieux, airport facility operator for the City of Mesquite. As an Avfuel district manager, I have worked with LeMieux for nearly 15 years. In that time, I have come to know him well as a true aviation professional.

In all he does, LeMieux strives to grow the Mesquite Airport. Every decision is made in regard to what is best for the operation of the FBO and the needs of its customers, both new and old. In this way, LeMieux excels at running an operation with a reputation for excellent service. Not only does this effectively attract new customers, it also helps retain them as loyal patrons.

During my time working with LeMieux, I have had the pleasure of watching him in action. In his role, LeMieux has always focused on delivering exceptional customer service, while remaining conscious of the airport's need to move more fuel. He is proficient at balancing both the needs of the customer with the needs of the airport for a well-run, upstanding facility.

LeMieux's positivity, work ethic and professional demeanor make him well-suited for the position he holds. Should he be chosen to retain this position, I truly believe LeMieux will continue to guide this airport in the way of success and consistently grow business.

It has been an honor to work with LeMieux in his role of airport facility operator, and I hope to continue working with him in this capacity as he—along with the support of Avfuel—continues to remain concerned with the success of your operation in the City of Mesquite.

Should you have any questions concerning my recommendation of LeMieux, please do not hesitate to reach out to me at your convenience. I would be happy to speak further on his behalf.

With best regards,

A handwritten signature in black ink that reads 'Craig Farnsworth'.

Craig Farnsworth
District Manager
Avfuel Corporation
801-392-1700
cfarnsworth@avfuel.com



September 21, 2016

City of Mesquite
Bill Tanner - Airport Manager
1200 Kittyhawk Drive
Mesquite, NV

Dear Bill,

I am writing this letter to you on behalf of Mesquite Airport Facility Operator Larry LeMieux. I have worked with Larry for almost 15 years and am sending this letter to compliment him in working with us as a city/airport representative.

Larry is a professional who fits every term of the word. His knowledge of the fuel industry and how it relates to general aviation is extensive. I have spoken to Larry over the course of our working relationship in regard to fuel market updates. With the aviation fuel market/price changing weekly, Larry works to ensure the best price for both jet fuel and avgas for the Mesquite Airport. This effort adds to the airport's bottom line. Larry also feels strongly about safety procedures, working closely with our quality assurance department to confirm proper practices and guidelines for fuel handling are followed. These safety procedures help to ensure and maintain a safe fuel environment for all airport employees and patrons.

I have worked with Avfuel Corporation for more than 24 years at our corporate office in Ann Arbor, Mich., and can say I rarely come across someone as dedicated as Larry. I have met with Larry in person and find him to be well spoken; he has a gift for organizing details and handles airport issues with the utmost professionalism. Along with his passion for aviation, Larry is dedicated to the growth and expansion of the Mesquite Airport.

We are honored to work with an individual who strives for excellent customer service and loves his job so clearly. This speaks volumes to his character and shows the true value he has to offer the airport and its customers.

Please feel free to contact me directly if you have any questions. I can be reached at 800-521-4106 ext. 210 between 10 a.m. and 6 p.m. EST. Thank you for your continued business as an Avfuel-branded dealer; we look forward to further serving your needs.

Good weather and safe flying!
Avfuel Corporation

A handwritten signature in black ink, appearing to read 'Cynthia K. Doody', written over a horizontal line.

Cynthia K. Doody
National Sales Assistance
(734) 663-6466
cdoody@avfuel.com
Ann Arbor, MI
www.avfuel.com



Bill Tanner <btanner@mesquitenv.gov>

Operations Manager Mesquite Municipal Airport

mike <mike@av8r.us>

Tue, Sep 20, 2016 at 3:10 PM

Reply-To: mike <mike@av8r.us>

To: btanner@mesquitenv.gov

Cc: llemieux@cascadeaccess.com

Mr. Tanner:

My name Michael Guarino and I am writing this letter in behalf of Larry Lemieux, FBO operator at your municipal airport.

For the past twenty years I have been the Young Eagle Coordinator for Chapter 23 EAA, Salt Lake City (Experimental Aircraft Association). My assignment within the chapter was to arrange free aircraft rides for young people, ages eight through seventeen. This program is one of the noteworthy activities world wide of the EAA. Typically, our chapter will provide three to six hundred rides a year, encompassing an area within a radius of 100 miles about Salt Lake City. The exception to this zone of activity is our participation at your airport in Mesquite.

Several years ago, we became involved with your operation through two of our members that spend winters in Mesquite. Since that time, every April our chapter migrates to 67L for the weekend to participate in flying your boys and girls.

Larry

has been the guy who makes it all happen: rooms for the pilots and ground handlers, advertising the event in your local media, setting up the facility for the number of families in attendance, arranging the tarmac for safe access to airplanes including excited parents with cameras, rest room facilities, fire department and motorcycle displays, and more.

This yearly activity is the most anticipated event of our chapter's Young Eagle program and the best attended. We stay in

contact with Larry year around and often stop in (fuel and socializing) when flying to Vegas or St.George and such. He is

our go-to guy! It is our hope that his enthusiasm and care for our pilots and their families will remain intact for years to come. His attention to the needs of our members, I would imaging, is the same for any who touch down on your strip.

Sincerely,

Michael J. Guarino EAA 460593

To Whom It May Concern:

It is with pleasure that I write this letter of thanks and appreciation for Larry Lemieux and the fueling operation he manages at the Mesquite Airport. I have now worked closely with Larry since 2009 as the Wildland Fire Air Tanker Base Manager here, and his 24/7 support for our operations have been vital. His flexibility during our unpredictable schedule from May to September allows a worry-free dynamic for fire managers and our pilots during the height of fire season. Larry understands how crucial his services are for our operations, and we regard him as part of our team.

I have managed bases at other airports where fueling is a concern and a constant worry. Regular work hours, 30 foot wingspans, and restrictive card reading dispensers make conventional fueling impractical for our operations. Larry's willingness to stay late and be on call makes Mesquite a viable and efficient re-load base. Because he always provides a fuel tender service, our turnaround times on fueling cycles are cut drastically. In fact, his attentive service was a factor considered in the Bureau of Land Management's decision to make Mesquite a regional air tanker base in 2013 as he had already established a fantastic track record from years past—especially from 2005 season, when Mesquite Airport became the main air support base for multiple fires that burned for weeks.

Larry is a solid contributor to our operations here—a quiet, yet extremely important component for what we do during our wildland fire operations. Thanks for making our job easier.

Sincerely,

A handwritten signature in blue ink, appearing to read 'D. Winne', with a stylized, flowing script.

David Winne

Single Engine Air Tanker Base Manager, Mesquite, Nevada



Mercy Air Base 11
1200 Kitty Hawk Drive
Mesquite, NV 89027
[702-346-0754](tel:702-346-0754)

To whom it may concern,

I'm honored to write this letter of support for Larry LeMieux Sr., Mesquite, NV Airport Manager.
I am the Base Manager for Mercy Air 11 located here on the Mesquite, NV Airport. Our operations opened here in Mesquite July 2010. We have had a wonderful stay here at the Mesquite Airport. In fact, we have seen continual growth in our business and have plans staying here at the Mesquite Airport indefinitely! Larry has played a very positive role... and we give him much of the credit to our excellent experience and success here in Mesquite. We hope our excellent relationship with Larry LeMieux (Mesquite Airport Manager) and the City of Mesquite will continue for many more years to come!

I would like to personally thank Larry LeMieux for all he has done to make our stay a professional and personable one. He has "many times" gone beyond the call of duty to ... not only ensure airport services to our business operations were always met ... but also has done all he can to make us feel at home here on the airport. It has not gone unnoticed, and as the Base Manager, I know this feeling is unanimous. To all of us here at MA 11 ... Larry is irreplaceable.

Thank you for your time.

Rob Rodgers
Mercy Air Base 11 Manager
National Flight Paramedic
Paramedic Certified
Nevada, California, Arizona, Utah
Cell: [702-400-9042](tel:702-400-9042)



Larry Lemieux has always been professional, helpful, and courteous in all of our interactions. Having him at the airport has made running the drop zone a smoother and easier process.

Thank you,

A handwritten signature in black ink, appearing to read "Brad Jessey", with a long, sweeping horizontal stroke extending to the right.

Brad Jessey
Owner: Skydive Mesquite

10/4/16

To: Bill Tanner, Airport Manager - City of Mesquite

Re: Larry Lemieux

Mr. Tanner:

My name is Steve Sellers. I am a resident of Mesquite, and a pilot/plane owner. I fly out of Mesquite. It has come to my attention that Larry Lemieux's position is up for Council consideration. I am writing in support of Larry Lemieux.

In the past I have been based out of small California airports - about the size of Mesquite. My experience is that pilots, in general, have somewhat large egos, and airport operations can be a little volatile. I have found that not to be the case in Mesquite, and I think that is largely because of Larry. He is an excellent people-person and manager. Folks get along. There is not rancor. Larry has an easy-going way about him that facilitates cooperation. Larry is calm, and doesn't allow ego to get in the way of smooth airport operations. His knowledge regarding aviation is extensive - more than mine, in most cases. In my opinion, he does an excellent job.

In summary, I highly recommend retaining Larry Lemieux. Please feel free to contact me

Sincerely,

A handwritten signature in black ink, appearing to read 'Steve Sellers', with a long horizontal flourish extending to the right.

Steve Sellers
1192 Clouds Rest Pt.
Mesquite, NV 89034
707-822-1866

cc: Andy Barton - City Manager - City of Mesquite



City Council Agenda Item Report

Submitted by: Tracy Beck

Submitting Department: Development Services

Meeting Date: October 11, 2016

Subject:

Introduction of Bill # 503, an Ordinance amending Title 2 of the Mesquite Municipal Code entitled "Business License Regulations" by amending Mesquite Municipal Code Title 2 Chapter 1, Section 2-1-11 entitled, "Semiannual Gross Sales;" Section 2-1-12 Entitled "Gross Sales; Schedule of Fees;" Section 2-1-13 entitled "Specific Fees and Regulations Enumerated;" and Title 2 Chapter 2, Section 3A-17 entitled "Unsuitable Locations;" and Title 2 by adding a new Chapter 15, entitled, "Public Utilities;" and other matters properly related thereto. I

- Discussion and Possible Action

Recommendation:

Introduce Bill No. 503 as Ordinance No. 503 and set a public hearing for October 25, 2016 at 5 p.m.

Petitioner:

Richard Secrist

Is this a budgeted item?

No

Fiscal Impact:

Approximately between \$60,000.00 and \$70,000.00

Background:

In 2015, an audit was conducted of all business licenses. It showed there were several businesses that may be licensed incorrectly and prompted questions regarding the Mesquite Municipal Code's clarity and consistency. After reviewing the code, Staff discovered there were some archaic language categories, as well as inconsistencies. As a result, Staff reviewed neighboring jurisdictions licensing codes and proposed changes in the code to the City Council.

Contract Bid Expires On:

Attachments:

- [Cover Sheet](#)

- [Appendix A Title 2 Chapter 1.pdf](#)
- [Appendix B Title 2 Chapter 3 Article A.pdf](#)
- [Appendix C Chapter 15 Public Utilities.pdf](#)
- [Bill 503 Business Impact Statement.pdf](#)
- [Bill503_LicenseCodeUpdate_StaffMemo.pdf](#)
- [Licensing comments.pdf](#)
- [Licensing in other jurisdictions.pdf](#)
- [Bill 503 Business Licensing Code Update.pdf](#)



City Council Agenda Item Report

Submitted by: Tracy Beck

Submitting Department: Development Services

Meeting Date: October 11, 2016

Subject:

Introduction of Bill # 503, an Ordinance amending Title 2 of the Mesquite Municipal Code entitled "Business License Regulations" by amending Mesquite Municipal Code Title 2 Chapter 1, Section 2-1-11 entitled, "Semiannual Gross Sales;" Section 2-1-12 Entitled "Gross Sales; Schedule of Fees;" Section 2-1-13 entitled "Specific Fees and Regulations Enumerated;" and Title 2 Chapter 2, Section 3A-17 entitled "Unsuitable Locations;" and Title 2 by adding a new Chapter 15, entitled, "Public Utilities;" and other matters properly related thereto. I

- Discussion and Possible Action

Recommendation:

Introduce Bill No. 503 as Ordinance No. 503 and set a public hearing for October 25, 2016 at 5 p.m.

Petitioner:

Richard Secrist

Is this a budgeted item?

No

Fiscal Impact:

Approximately between \$60,000.00 and \$70,000.00

Background:

In 2015, an audit was conducted of all business licenses. It showed there were several businesses that may be licensed incorrectly and prompted questions regarding the Mesquite Municipal Code's clarity and consistency. After reviewing the code, Staff discovered there were some archaic language categories, as well as inconsistencies. As a result, Staff reviewed neighboring jurisdictions licensing codes and proposed changes in the code to the City Council.

Contract Bid Expires On:

Attachments:

- [Cover Sheet](#)

Appendix A

2-1-11: SEMIANNUAL GROSS SALES; GUIDE FOR NEW BUSINESS:

A. ~~An average semiannual gross sales by type of industry shall be established as a guide for businesses when first securing a license to commence operations. The figures selected by the city may be used as a basis for payment for the first six (6) months' operation; provided, however, no fee shall be less than twenty five dollars (\$25.00) prorated; and provided, further, that in the event of overpayment at the end of the period covered in the initial application, the overpayment shall be refunded. No refund will be made if the business does not operate for a complete licensing period; the additional amount will be added to the required fee for the next succeeding licensing period.~~ All businesses regulated under the semiannual gross sales type license shall pay a fee of \$100.00 to commence business in the City of Mesquite. In six (6) months, when the semiannual gross fee is once again due, the business shall pay the fee set forth in 2-1-12 Gross Sales, Schedule of Fees for its level of gross revenues.

2-1-12: GROSS SALES; SCHEDULE OF FEES:

Any person who, at a fixed place of business in the city, provides any sales oriented services designated within this section, or sells goods, wares or merchandise, whether on commission or otherwise, or operates any of the following businesses must obtain a license from the business license official for each branch of his or her business:

Advertising samples.

Airlines, airline ticket locations.

Alarm systems.

Amusement parks.

Antiques.

Appliance sales.

Arts/handicraft supplies.

Automobile and airplane parts.

Automobile (new and used) leasing for a term of more than three (3) months, operators of used car lots containing only cars capable of being moved under their own power; provided, that the person operating an automobile sales agency (new car dealer) may, under his or her license for such agency, conduct a used car department solely in connection with such automobile sales agency (new car dealer) for the sale of used cars taken in trade by him or her for new cars and

New

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9/20/2016

the fee schedule enumerated in this section shall apply to the combined gross semiannual sales of such new and used cars. Transient automobile sales are limited to one sale per year, per business and said sale shall not exceed two (2) consecutive days.

Automobile painting.

Automobile sales agency (new and used car dealer).

Automobile service station, garage, automobile repair.

~~Automobile wash rack.~~

Bakery.

Bicycle repair shop.

Boat sales and service.

Book/video sales or rental.

Brick, concrete, blacksmith shop.

Building supply.

Business machines.

Cabinet shop.

Cement and concrete products.

Cinder or adobe block manufacturing.

Clinic.

Clothing stores.

Cold storage plant.

Commercial artist.

Computer software.

Cosmetics.

New

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9/20/2016

Dairy.

Dealers in motor fuel, gas, oil not used on highway.

Dental laboratory.

Drapery and upholstery.

Drugstore, drugs or medicines.

Dry cleaner.

Electrical supplies.

Equipment sales and rental.

Exterminators.

Eyewear products.

Fabric shop.

Film production.

Five and ten stores.

Florist.

Furniture sales, repair and refinish.

General repair shop.

Gift novelties.

Glass and mirror sales.

Golf course.

Gravel products.

Grocery/food products.

Hardware.

New

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9/20/2016

Hearing aids.

Hospital.

Ice cream.

Ice plant.

Janitorial supplies.

Jewelry.

Jewelry repair shop.

Laboratories.

Laundry and laundromat.

Leather goods.

Linen supply.

Locksmith sales.

Lumber.

Machine shops.

Mail order.

Marble/granite sales.

Medical supplies.

Merchandise/department stores.

Miscellaneous sales.

Mobile food vendors.

Motor repair shops.

Music instrument sales.

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9/20/2016

Music lessons.

Newspapers/newsstands.

Nurseries/landscaping, nursery where plants, flowers, ferns, trees or other plants are cultivated, grown or propagated for the purpose of sale.

Paint shop or sales.

Paper supplies.

Patent medicine agency.

Pet shop

Photo shop; photo equipment repair.

Piano sales and repair.

Plumbing/heating supplies.

Printer/print shop.

Radio/television/rental/repair/sales.

Receptive operators.

Record shops.

Refrigerator sales and service.

Restaurants.

Retail sales, general

Saw shops.

Sewing machine sales/service.

Shoe sales, shoe making/repair.

Sign painting.

Skating rinks.

New

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9/20/2016

Soft drinks.

Sporting goods.

Swimming pools.

Tailoring/dressmaking.

Trailer sales/repair/rebuild.

Variety stores.

Wares or precious metals.

Water softeners.

Welding and ironworks.

Wholesale oil.

The above mentioned licensees must pay semiannually therefore an amount of money to be determined by the amount of gross semiannual sales or revenue and made at the rates as follows:

Semiannual Gross			Semiannual Fees
\$ 0.00	-	\$ 12,000 .00	\$ 25 .00
12,001.00	-	18,000 .00	30 .00
18,001.00	-	24,000 .00	42 .00
24,001.00	-	30,000 .00	54 .00
30,001.00	-	45,000 .00	66 .00
45,001.00	-	90,000 .00	78 .00
90,001.00	-	135,000 .00	90 .00

New

Deleted

9/20/2016

135,001.00	-	180,000 .00	100 .00
180,001.00	-	240,000 .00	120 .00
240,001.00	-	300,000 .00	167 .00
300,001.00	-	360,000 .00	200 .00
360,001.00	-	420,000 .00	230 .00
420,001.00	-	480,000 .00	270 .00
480,001.00	-	540,000 .00	300 .00
540,001.00	-	600,000 .00	350 .00
600,001.00	-	660,000 .00	370 .00
660,001.00	-	720,000 .00	400 .00
720,001.00	-	780,000 .00	440 .00
780,001.00	-	840,000 .00	470 .00
840,001.00	-	900,000 .00	500 .00
900,001.00	-	960,000 .00	540 .00
960,001.00	-	1,020,000 .00	570 .00
1,020,001.00	-	1,080,000 .00	600 .00
1,080,001.00	-	1,140,000 .00	640 .00
1,140,001.00	-	1,200,000 .00	670 .00

New

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9/20/2016

1,200,001.00	and over	.0005555%

A. Gross revenues, as used in connection with the determination of license fees, means:

1. The total amount of the sale price of all goods sold, originating in the city and regardless of destination.
2. The total amount charged or received for the performance of any act, service, or employment, of whatever nature it may be, whether or not such service, act, or employment is performed as part of or in connection with the sale of goods, wares, or merchandise, for which a charge is made or credit allowed, including all receipts, cash, credits, bartered products or services of any kind.
3. The total amount charged or received for manufactured goods originating in the city and regardless of destination; includes the cost of goods sold, plus the value added during manufacturing as it would reflect in the price or fair market value of the finished goods.

All such totals are to be calculated without any deduction for the cost of the property sold, cost of materials used, labor or service costs, interest paid or payable, or any other expense whatsoever.

B. "Gross revenues," as used in connection with the determination of license fees shall not include:

1. Properly documented cash discounts allowed or taken on sales or services; all taxes; all allowances for bad debts; and all revenues derived from business operations covered by another city business license or licenses.
- C. Multiple Businesses: Any person operating, conducting and carrying on several different classes or types of businesses at a fixed place of business in the city shall pay a fee for each type of business.

~~The following shall not be included in calculating gross revenue:~~

~~A. Overallowances:~~

- ~~1. Overallowance on trade-ins of used merchandise, cars or goods received in trade for the purchase of new merchandise, cars or goods. For purposes of this section, "overallowance" means the amount allowed for any trade-in in excess of the actual sale price of the trade-in by the dealer whether such sale is wholesale, retail or at auction.~~
- ~~2. In order for a dealer of new merchandise, cars or goods to substantiate deductions for such overallowances, a separate general ledger account shall be supported by a cash receipt journal or similar journal that summarizes the daily transactions. Each daily entry shall be supported by~~

New

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9/20/2016

~~original contracts which clearly substantiate the difference between the actual sales price and the allowance given the customer on trade-in.~~

~~B. Inventory Transfer: Inventory transfers between dealers of new merchandise, cars or goods and wholly owned leasing companies wherein inventory transfer is made for resale purposes only and upon which gross sale license fees are ultimately paid. In order for a dealer of new merchandise, cars or goods to substantiate deductions of such inventory transfers, a separate account shall be maintained in the general ledger for all merchandise, cars or goods transferred to wholly owned leasing companies. These transactions shall be traceable to a cash receipt journal or similar journal that summarizes daily transactions. Each daily entry shall be supported by paperwork that legally transfers the new merchandise, cars or goods to the leasing company.~~

~~C. Multiple Businesses: Any person operating, conducting and carrying on several different classes or types of business at a fixed place of business in the city, any of which may fall within the classification mentioned in the flat fee sections of this chapter may have and is given the option of paying the license fee upon his or her total volume of business done in all such types of business at the rates mentioned in this section, or he or she may keep separate account of the volume of business done on the types of business which fall within the classification mentioned in this section and may pay his or her license thereon according to the rates provided therefor in this section, and may treat those types of business which fall within the flat fee section of this chapter as a separate business and pay his or her license upon each type of business according to the provisions of those sections without regard to the volume of business done under such types of business. (Ord. 477, 12-10-2013, eff. 12-31-2013)~~

2-1-13: SPECIFIC FEES AND REGULATIONS ENUMERATED:

The rates of license fees for businesses, trades, occupations and employment hereinafter named in this section are hereby fixed and the same shall be paid to the business license official by any person engaged in or carrying on the same in the city. Unless otherwise so stated, the following fees shall be paid annually:

Abstract or title company, \$550.00.

Accountant, certified public, \$200.00; independent public accountant, \$150.00.

For the purpose of this section, an "independent public accountant" means a person who does bookkeeping or accounting work for 2 or more persons or who prepares or assists in preparing income tax returns for 2 or more persons.

Adult care facilities, Nonmedical services: \$150.00 ; Medical services: \$300.00

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A. All requirements for state licensing must be met before the city will license a business for the care of adults.

Advertising business or advertising counsel, \$150.00.

Advertising space, leasing, selling, or maintaining, billboard and/or electrical signs, \$500.00.
Any form of business leasing, selling or maintaining outdoor advertising space whether on billboard or electrical signs.

Aesthetician, See Cosmetological Establishment ~~\$70.00 (whether operated in connection with a cosmetological establishment, barbershop or separately).~~

Ambulance services, each vehicle, \$300.00.

Amusements:

A. Billiard halls: Every person operating a billiard hall or poolroom shall pay for each billiard table or pool table in any establishment, \$150.00.

B. Bowling alley: Every person who operates a bowling alley within the city shall pay the sum of \$100.00 for the first alley in such establishment, and \$35.00 for each additional alley.

C. Carnival: See traveling shows or circuses.

D. Coin operated amusement machines: Any establishment maintaining and conducting therein coin operated amusement machines or any type of mechanical game or device, not intended or played for gambling purposes, but for use by the patrons of such establishment for amusement only, shall pay \$70.00 for each machine, mechanical game or device. Any person owning a coin operated amusement machine and seeking to place said coin operated amusement machine in any place of business within the city shall be responsible to secure from the business license official a gummed license for each such machine. It shall be the responsibility of such licensee to install such gummed license on each machine before placing it in an establishment for use by the public. The gummed license shall be issued to the person owning and operating said machine or machines and shall permit the machine to be placed in any place of business not so prohibited by ordinance or regulation within the city during the permitted period. It shall be the responsibility of the owner of the machine or machines to secure from the business license official new licenses for each machine placed on location.

~~E. Hippodrome, \$100.00 for each day.~~

F. Jukeboxes: Any establishment maintaining and conducting therein jukeboxes, telephone jukeboxes or any other type of coin operated music machines for use by the patrons of such establishment, shall pay a license fee of \$70.00 for each machine.

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G. Mechanical games or devices, \$70.00 for each machine.

~~H. Menageries, \$100.00 for each day.~~

I. Merry-go-round, \$100.00 for each day.

J. Music machines, \$70.00 for each music machine.

K. Poolroom, \$150.00 for each billiard table or pool table in the establishment.

L. Tennis, racquetball or handball courts: For each business which imposes a fee for the use of playing courts by the general public, the fee shall be \$50.00 for the first court, plus \$20.00 for each individual court.

M. Traveling shows or circuses: A proprietor, lessee or manager of any traveling show, skating rink, circus, hippodrome, menagerie or carnival intending to exhibit in the open air or under a tent or in any public hall, clubroom, assembly hall or theater where movable scenery and theatrical appliances are used for any performance or exhibition shall pay to the business license official the sum of \$100.00 as a license fee for the privilege of showing and exhibiting such traveling shows, traveling skating rink, circus, hippodrome, menagerie or carnival for each day; and upon payment thereof, the business license official shall issue a license for the day or number of days so paid for.

Apartment houses, transient and permanent:

A. To be licensed as an "apartment house, transient", the apartment complex shall comply with the definition of "apartment house" in the uniform building code and be electrically wired with metallic sheathed cable.

B. Any apartment house electrically wired with nonmetallic sheathed cable shall be licensed as an "apartment house, permanent" and shall not rent apartments for terms of less than 1 month. Every person engaged in the business of keeping or conducting an apartment in the city shall pay for and obtain a license to carry on such business as per schedule as follows:

Apartments	
5 to 8	\$ 100 .00
9 to 18	160 .00
19 to 38	250 .00

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39 to 78	500 .00
79 to 158	1,000 .00
159 to 318	1,500 .00
Above 319	\$1,500.00 plus \$15.00 for each additional apartment

Arborist, \$150.00. Prior to receiving an arborist license, applicants shall furnish proof to the city that the applicant maintains liability insurance of at least \$1,000,000.00.

Architect, \$200.00.

Armored cars, for each car, \$100.00 yearly.

Arts and crafts shows: \$20.00 per show, not to exceed 3 days and thereafter \$5.00 per booth per day. Each booth must be operated and managed by the artist making, creating or painting the work displayed or sold, or by said artist's agent or representative as evidenced by a power of attorney. No goods shall be displayed or sold which have been previously sold or owned by any person other than the creator, painter or maker thereof. "Arts and crafts" are defined to be the handiwork of a human being in plastic material or color to render something beautiful in visible form, or something useful or ornamental to please the eye and gratify the taste, which is not manufactured in a plant or factory, and must contain the signature or mark of the artist selling or displaying same.

~~Assayer, \$100.00.~~

Astrologer:

A. \$350.00 annually for every person who carries on the practice, teaching or professes to practice the business of astrology and demands or receives a fee for the exercise of said business, directly or indirectly or incidental to the conduct of any other business, either as a gift, donation or otherwise, or gives an exhibition thereof at any place where an admission fee is charged.

B. Application for a license to practice astrology shall be made to the business license official accompanied by a nonrefundable investigation and fingerprinting fee of \$145.00 to conduct a thorough investigation of the applicant's qualifications. No person shall be issued a license to practice astrology unless such person meets all the qualifications provided for below:

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1. In addition to completing a regular application, each applicant for an astrologer license shall present themselves to the police department for fingerprinting and furnish the police or business license agency any other information necessary to conduct an investigation of such applicant's character and reputation. Fingerprint data will be used to conduct state and national criminal records checks. Upon receipt of the fingerprint data, the city police agency is authorized to transmit the fingerprint data to the Nevada department of public safety to conduct state criminal records checks. The Nevada department of public safety is authorized to exchange this fingerprint data with the federal bureau of investigation to conduct national criminal records checks. The results of the state and national criminal checks will be disseminated to the city police agency. Upon completion of the investigation, the police agency shall prepare and submit to the business license official a report containing findings and a recommendation of approval or disapproval of the applicant. This provision is enacted pursuant to Nevada Revised Statutes 239B.010(1)(a) and public law 92-544.

2. The applicant shall be 21 years of age or older.

3. The applicant shall pass, as a minimum, a professional level examination prepared by the American Federation Of Astrologers, Inc.

4. The applicant shall subscribe to a code of ethics based on one published by the American Federation Of Astrologers, 6 Library Court, SE, Washington, D.C. 20003.

C. After the completion of the investigation, the application shall be submitted to the business license official for review. Upon review of the application and findings of the applicant, the business license official shall either approve or deny the license.

1. Denial: Any license application made pursuant to the provisions of this title may be denied for good cause by the business license official. Good cause for denial of a license shall include, but not be limited to:

a. The license application is incomplete so as to not contain all information required by this title;

b. All license or investigation fees are not paid;

c. False or fraudulent statements in the application for the license;

d. Failure to obtain a license or permit as required by this title and compliance with requirements of all other departments or divisions prior to engaging in business;

e. The applicant, or any of its principals, does not qualify for a license;

f. False, fraudulent or misleading statements made to the business license official;

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- g. Since the submission of the application, a final civil judgment has been entered against the applicant indicating that: 1) the applicant had either engaged in fraud, or intentional misrepresentation;
 - h. The applicant or any of its principals has been convicted of an act that constitutes a crime which involves moral turpitude or involves any local, state or federal law or regulation which relates to the same or a similar business, or has been convicted of having solicited, encouraged, caused or procured another to commit such a violation. For purposes of this subsection, a crime involving moral turpitude is one that necessarily involves any of the following: an intent to defraud; intentional dishonesty for personal gain; intentional causing of serious injury to another person; the sale of narcotics or possession of narcotics with intent to sell; or a sexual offense as described in Nevada Revised Statutes 179D.097;
 - i. The applicant has been convicted of any misdemeanor involving theft or fraud or any felony.
2. Notice Of Denial: Upon determination of the licensing official to deny an applicant's completed application the city shall cause written notice to be sent to the applicant by the method indicated in the completed application. The notice shall specify the grounds for the denial, the documentation or information the city relied on to make the decision, the availability of the documentation for review by applicant upon 5 business days' notice to the city, and the date upon which the denial of the license shall take effect. It shall further state that the applicant shall have 10 business days from the receipt of the notice of denial to appeal the same to the city council. The denial shall remain effective unless and until the order is rescinded by the city council.
- D. Any license issued to practice astrology may be suspended, revoked or other disciplinary action taken with the standards and requirements of this section.

Attorneys, see Law Firm.

Auctions/auctioneer, \$250.00, to be paid by the auctioneer.

- A. Applications for auctioneer licenses shall state thereon the place of business intended to be occupied, if any, or the place of such auction; and shall give the names of any employees who are to be authorized to conduct auctions under the authority of the license.
- B. A nonrefundable investigation and fingerprinting fee of \$145.00 shall accompany the application. Each applicant for an auction/auctioneer license shall present themselves to the police department for fingerprinting and furnish the police or business license agency any other information necessary to conduct an investigation of such applicant's character and reputation. Fingerprint data will be used to conduct state and national criminal records checks. Upon receipt of the fingerprint data, the city police agency is authorized to transmit the fingerprint data to the Nevada department of public safety to conduct state criminal records checks. The Nevada department of public safety is authorized to exchange this fingerprint data with the federal

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bureau of investigation to conduct national criminal records checks. The results of the state and national criminal checks will be disseminated to the city police agency. Upon completion of the investigation, the police agency shall prepare and submit to the business license official a report containing findings and a recommendation of approval or disapproval of the applicant. This provision is enacted pursuant to Nevada Revised Statutes 239B.010(1)(a) and public law 92-544.

- C. After the completion of the investigation, the application shall be submitted to the business license official for review. Upon review of the application and findings of the applicant, the business license official shall either approve or deny the license.
1. Denial: Any license application made pursuant to the provisions of this title may be denied for good cause by the business license official. Good cause for denial of a license shall include, but not be limited to:
- a. The license application is incomplete so as to not contain all information required by this title;
 - b. All license or investigation fees are not paid;
 - c. False or fraudulent statements in the application for the license;
 - d. Failure to obtain a license or permit as required by this title and compliance with requirements of all other departments or divisions prior to engaging in business;
 - e. The applicant, or any of its principals, does not qualify for a license;
 - f. False, fraudulent or misleading statements made to the business license official;
 - g. Since the submission of the application, a final civil judgment has been entered against the applicant indicating that: 1) the applicant had either engaged in fraud, or intentional misrepresentation;
 - h. The applicant or any of its principals has been convicted of an act that constitutes a crime which involves moral turpitude or involves any local, state or federal law or regulation which relates to the same or a similar business, or has been convicted of having solicited, encouraged, caused or procured another to commit such a violation. For purposes of this subsection, a crime involving moral turpitude is one that necessarily involves any of the following: an intent to defraud; intentional dishonesty for personal gain; intentional causing of serious injury to another person; the sale of narcotics or possession of narcotics with intent to sell; or a sexual offense as described in Nevada Revised Statutes 179D.097;
 - i. The applicant has been convicted of any misdemeanor involving theft or fraud or any felony.

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2. Notice Of Denial: Upon determination of the licensing official to deny an applicant's completed application the city shall cause written notice to be sent to the applicant by the method indicated in the completed application. The notice shall specify the grounds for the denial, the documentation or information the city relied on to make the decision, the availability of the documentation for review by applicant upon 5 business days' notice to the city, and the date upon which the denial of the license shall take effect. It shall further state that the applicant shall have 10 business days from the receipt of the notice of denial to appeal the same to the city council. The denial shall remain effective unless and until the order is rescinded by the city council.
- D. The employer shall be liable for any violation of the city ordinances committed by his employees in conducting an auction.
- E. Nothing in this section shall be held to apply to any public auction or sale made or conducted by a public officer by virtue of any judicial order or process, or by virtue of any power of authority contained in a mortgage or trust deed.

Automobile repossession agency, \$150.00.

Automobile, transient sales (new or used), \$250.00. Automobile transient sales are limited to 2 sales events per year, per business, and said sale shall not exceed 2 days.

Bail bond broker or bail bond brokerage business, after a state license has been acquired, \$200.00.

Banks and bankers, except national banks, \$600.00.

Barbershops, see cosmetological establishment

Beauticians, see cosmetological establishment

Body piercing/ear piercing, \$150.00.

Bookstores and adult bookstores:

- A. License Required: No person shall perform the services of, or conduct, manage or engage in the business of, selling books, magazines, periodicals, news publications, films, tapes or discs without first obtaining a license from the city council. Licensed grocery stores, drugstores, convenience stores and gift shops with a newsstand selling periodicals, magazines and newspapers incidental to food and drug items are exempted from the provisions of this section, provided it does not sell or offer for sale books, magazines, periodicals, news publications, films, tapes or discs which are obscene or which are distinguished or characterized by their emphasis on matter depicting, describing or relating to specified sexual activities or specified anatomical areas.

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B. Definitions:

ADULT BOOKSTORE: An establishment which will or does derive 51 percent or more of its gross sales of books, magazines, films, tapes, discs, and other periodicals from the sale of books, magazines, films, tapes and discs and other periodicals which are distinguished or characterized by their emphasis on matter depicting, describing or relating to specified sexual activities or specified anatomical areas, or an establishment with a segment or section thereof devoted exclusively to the sale or display of such material.

BOOKSTORE: An establishment having a substantial or significant portion of its stock in trade, books, magazines, films, tapes and discs and other periodicals for sale, or an establishment with a segment or section devoted exclusively to the sale or display of such material.

SPECIFIED ANATOMICAL AREA: 1. Less than completely and opaquely covered: a) human genitals, pubic region; b) buttock; c) female breast below a point immediately above the top of the areola.

2. Human male genitals in a discernible turgid state, even if completely and opaquely covered.

SPECIFIED SEXUAL ACTIVITIES: 1. Human genitals in a state of sexual stimulation or arousal.

2. Acts of human masturbation, sexual intercourse or sodomy.

3. Fondling or other erotic touching of human genitals, pubic region, buttock or female breast.

C. Fee: All applicants for a license to operate an "adult bookstore", as identified herein, shall pay an initial license fee of \$5,000.00. Bookstores and adult bookstores will pay license fees in accordance with the gross fee schedule in section [2-1-12](#) of this chapter. Additionally, adult bookstores shall also pay a \$1,000.00 annual fee for renewing such a license.

D. Recordkeeping: For the purpose of ensuring the proper zoning of adult bookstores, all bookstores shall keep a record of the sales of all books, magazines, films, tapes, discs and other periodicals. The records so required shall categorize such sales as either adult or nonadult. Sales are classified as adult if the particular book, magazine, film, tape, disc or other periodical is distinguished or characterized by emphasis on matter depicting, describing or relating to specified sexual activities or specified anatomical areas, and the record shall include the sales price of each such adult or nonadult item. The sales records shall be maintained for a period of 12 months from the date of sale for purposes of auditing by the business license official or designee.

E. License Suspension And Revocation: The city council, upon notice and hearing, may suspend the license of a bookstore which fails to comply with or violates any provision of this chapter or the zoning ordinance until such time as the licensee may correct the items of noncompliance or violation. Unrecorded sales of a bookstore which holds itself out to the public through signs or

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advertising as an adult bookstore shall be presumed to have been of matter distinguished or characterized by their emphasis on matter depicting or describing or relating to specified sexual activities or specified anatomical areas, and if the unrecorded sales exceed more than 50 percent of gross sales of books, magazines, films, tapes or discs, the establishment shall be deemed an adult use within the meaning of the zoning ordinance for adult uses.

~~Boothblack stand, \$100.00.~~

Broadcasting/television/radio, \$500.00.

~~Brokerage establishment, \$200.00 —, \$600.00. A firm whose agents or brokers help other people to reach agreements, to make deals, or to buy and sell property, such as securities or residential and commercial property. This includes Real estate brokers, financial advisors/stock brokers.~~

Cable franchise, 5 percent of gross income per year, payable on March 31¹.

Cemeteries, \$200.00.

Check cashing service, for each business providing a check cashing service for either a fee or percentage, \$300.00.

Child ~~and adult~~ care services: Non medical services: \$150.00 ; Medical services \$300.00

A. Childcare facilities caring for over 5 children are subject to state regulations and state licensing. All requirements for state licensing must be met before the city will license a childcare facility.

~~B. All requirements for state licensing must be met before the city will license a business for the care of adults.~~

~~B. Following are the fees for child and adult care businesses: for a childcare business, including group childcare homes and childcare centers, that does not provide medical services, \$150.00; for a childcare business, including group childcare homes and childcare centers, that provides medical services, \$300.00; for an adult care business that does not provide medical services, \$150.00; for an adult care business that provides medical services, \$300.00.~~ A business that provides services to both children and adults shall not be required to pay more than one fee.

Chiroprapist, \$200.00.

Chiropractor, \$200.00.

Civil engineers, \$200.00.

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Collection agency, or mercantile agency, \$150.00.

Concert/rock promoter, \$300.00.

~~Construction cleanup, \$100.00.~~

Consulting ~~service with a local office~~, \$150.00. A "consultant" is defined as a person who provides professional or technical service for a fee.

Contractor, as licensed, defined and classified by Nevada Revised Statutes section 624.020 and by the Nevada state contractor's board current rules and regulations, \$250.00 per year. No license shall be issued hereunder to any contractor who is required to hold a license issued by the state contractor's board, unless such contractor is the holder of a valid and existing state license. Pursuant to Nevada Revised Statutes 268.095, a person who is licensed as a contractor pursuant to Nevada Revised Statutes chapter 624 shall not be required to obtain more than 1 license to engage in the business of contracting or pay more than 1 license fee related to engaging in the business of contracting, regardless of the number of classifications or subclassifications of licensing for which the person is licensed pursuant to Nevada Revised Statutes chapter 624.

- A. The provisions of this section shall not apply to any person in the employ of the federal, city, state or county governments, including any political subdivisions thereof, with wages as the sole compensation; provided, however, that the work performed by such person is confined solely to the premises owned by him or her respectively; nor to the owners of property, building or improving structures thereon for the occupancy of such owner and not intended for sale or lease; nor to the sale and installation of any finished products, materials or articles of merchandise, which are not actually fabricated into and do not become a permanent fixed part of the structure; nor to any construction, alteration, improvement or repair of personal property.

Convention hall, \$100.00.

Cosmetic tattooing, \$150.00.

Cosmetological establishment, which is any cosmetological establishment that is licensed or required to be licensed by the state pursuant to the provisions of Nevada Revised Statutes chapter 644 and that provides cosmetology services to the general public. ~~The fee shall be \$100.00 annually plus \$25.00 per each licensed cosmetologist working inside the facility, updated annually.~~

Credit bureau, \$150.00. ~~A business that provides information based on an individual's borrowing, bill paying habits and provides consumer credit information.~~

Credit union, \$200.00.

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Dance hall/teenager dance hall/dance studio, \$100.00.

Delivery service, \$200.00.

Dentist, ~~whether connected with or as a member of a firm, or practicing by himself~~, \$300.00, unless covered under a clinic's Gross Revenue fee.

Designers or decorators, \$150.00.

Detective, private, \$100.00.

Door to door solicitors and peddlers², \$500.00 ~~semiannually~~ annually for each business engaged in door to door solicitation and/or peddling. Additionally, for each person engaging in door to door solicitation and/or peddling, \$100.00 semiannually.

Drugless practitioner, \$200.00; provided, however, that this shall not apply to persons who treat the sick through prayer or spiritual means.

~~Electric signs maintenance, leasing or maintaining, \$750.00.~~

Electrologists, ~~see cosmetological establishment~~

Electronic maintenance, \$100.00, ~~including computer repair or similar services.~~

Employment agency, or intelligence office, \$150.00, and the applicant shall first obtain a state license.

Escort service, \$650.00.

Express or transfer and warehouse or storage business, or either, \$100.00 for each vehicle and a fee based on the square footage or warehouse floor area as follows:

Square Feet	Fees
Under 200,000	\$ 300 .00
Between 200,000 and 500,000	400 .00
Between 500,001 and 750,000	700 .00

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Between 750,001 and 1,000,000	900 .00
Between 1,000,001 and 2,000,000	1,000 .00
2,000,001 or more	1,400 .00

- A. If any portion of the business involves the sale of goods, wares, or merchandise the business shall pay a gross revenue fee in addition to the set Business License Fee above.

Field testing, \$150.00. A business involved in experimenting, researching, or trials conducted under actual use conditions, instead of under controlled conditions in a laboratory.

Finance company, \$600.00. For the purpose of this section, a "finance company" means any person other than banks, who makes a business of loaning to others for profit and who holds himself out to the general public as such.

Funeral and undertaking establishment, \$200.00.

Hairdressers, see Cosmetological Establishment ~~\$70.00 (whether operated in connection with a cosmetological establishment, barbershop, or separately).~~

Handbills, upon the approval of the business license official, for each person distributing handbills, \$50.00.

Health club, \$150.00.

Hotels and motels³:

- A. For each resort hotel, timeshare project, motel, lodging house, rooming house, auto court or tourist camp, the fee shall be \$50.00 for 5 to 8 rooms, \$10.00 per room for 9 to 300 rooms, where total rooms are more than 300 rooms, \$2,970.00, plus \$5.00 per room for each room in addition to the first over 300 rooms.
- B. For the purpose of this chapter, a "resort hotel" is defined as an establishment renting rooms to temporary or transient guests or a timeshare program having a casino containing not less than 3 games. All other hotels shall be deemed to be commercial as distinguished from resort hotels. It shall be immaterial as to whether or not the rooms and the casino are separately operated and/or owned. If the rooms and casino are maintained upon the same premises, whether

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separately owned and operated or not, the combination of rooms and casino shall be deemed to be 1 establishment and the 1 percent rate shall apply.

- C. For the purpose of this section, an "auto court" or "tourist court" is defined as a place, other than a regular hotel or apartment house, where sleeping accommodations in small buildings are rented to the general public, and whenever more than 3 cabins or small buildings situated in close proximity to each other are owned or operated by the same person and are rented to the general public, either by the day, month or year, and whether to transients or permanent residents of the city, the same shall be considered to be a tourist camp or auto court.

House wrecking, \$100.00 for every person conducting, managing or carrying on the business of house wrecking or salvaging.

Independent massage therapist, \$200.00.

~~Insurance adjuster or insurance adjusting agency, \$150.00, except that this section shall not apply to regular insurance agents adjusting losses for their own companies.~~

Insurance agency, \$200 for the first agent plus an additional \$100 for each agent.

Insurance agent, \$200.00.

~~Land sales, unit fees, \$5.00 each for no shows and \$7.50 for attendees.~~

~~Lawn maintenance, \$100.00.~~

Law firm, \$300 for the first attorney, plus an additional \$100 for each attorney.

Liquor license fees:

Origination license fees are imposed 1 time for new businesses for the following and are payable prior to license issuance:

License Classification	Origination Fee
Beer, wine, spirit based products and liqueur tasting	None
Beer, wine, and spirit based products off-sale	\$ 5,000 .00
Beer, wine, and spirit based products on-sale	2,500 .00

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Full liquor off-sale	20,000 .00
Full liquor on-sale	2,500 .00
Liquor catering	150 .00/day
Nonprofit club liquor	300 .00
Nonrestricted/restricted gaming liquor	25,000 .00
Restaurant with bar	3,500 .00
Restaurant with service bar	2,500 .00
Tavern	12,500 .00
Wholesale/import liquor	3,500 .00

Origination fees are in addition to semiannual renewal fees. All persons who have submitted a business license application for, or have submitted an application for or have received a use permit for any of the listed liquor licenses prior to July 15, 2008, shall not be required to pay the origination fee.

Additionally, liquor license fees are required on a semiannual basis, are not prorated, are fixed and established and must be paid in advance by all persons receiving such licenses, respectively as follows:

License Classification	Semiannual Fee
Beer, wine, spirit based products and liqueur tasting	Special event fee
Beer, wine, and spirit based products off-sale	\$ 800 .00
Beer, wine, and spirit based products on-sale	750 .00

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Full liquor off-sale	3,500 .00
Full liquor on-sale	350 .00
Liquor catering	
Nonprofit club liquor	200 .00
Nonrestricted/restricted gaming liquor	3,500 .00
Restaurant with bar	750 .00
Restaurant with service bar	500 .00
Tavern	1,000 .00
Wholesale/import liquor	750 .00

The renewal fees above shall become effective July 15, 2008, for all businesses that have a current, valid alcoholic liquor license at the time of the effective date of the ordinance codified in [chapter 4](#) of this title.

~~Locker business, \$100.00.~~

Locksmiths and safe mechanics:

- A. \$150.00 for each "locksmith" and "safe mechanic", as defined by Nevada Revised Statutes 655. In addition to completing a regular application, each applicant for a locksmith's or safe mechanic's license shall present themselves to the police department for fingerprinting and furnish the police or agency any other information necessary to conduct an investigation of such applicant's character and reputation. In all cases where the applicant for a locksmith's or safe mechanic's license is a firm, partnership, association or corporation, the business license official shall determine who of the members, principal officers, directors, stockholders, and/or managers shall present themselves to the city police agency for fingerprinting. Fingerprint data will be used to conduct state and national criminal records checks. Upon receipt of the fingerprint data, the city police agency is authorized to transmit the fingerprint data to the Nevada department of public safety to conduct state criminal records checks. The Nevada department of public safety is authorized to exchange this fingerprint data with the federal

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bureau of investigation to conduct national criminal records checks. The results of the state and national criminal checks will be disseminated to the city police agency. Upon completion of the investigation, the police agency shall prepare and submit to the business license official a report containing findings and a recommendation of approval or disapproval of the applicant. This provision is enacted pursuant to Nevada Revised Statutes 239B.010(1)(a) and public law 92-544.

- B. After the completion of the investigation, the application shall be submitted to the business license official for review. Upon review of the application and findings of the applicant, the business license official shall either approve or deny the license.
1. Denial: Any license application made pursuant to the provisions of this title may be denied for good cause by the business license official. Good cause for denial of a license shall include, but not be limited to:
- a. The license application is incomplete so as to not contain all information required by this title;
 - b. All license or investigation fees are not paid;
 - c. False or fraudulent statements in the application for the license;
 - d. Failure to obtain a license or permit as required by this title and compliance with requirements of all other departments or divisions prior to engaging in business;
 - e. The applicant, or any of its principals, does not qualify for a license;
 - f. False, fraudulent or misleading statements made to the business license official;
 - g. Since the submission of the application, a final civil judgment has been entered against the applicant indicating that: 1) the applicant had either engaged in fraud, or intentional misrepresentation;
 - h. The applicant or any of its principals has been convicted of an act that constitutes a crime which involves moral turpitude or involves any local, state or federal law or regulation which relates to the same or a similar business, or has been convicted of having solicited, encouraged, caused or procured another to commit such a violation. For purposes of this subsection, a crime involving moral turpitude is one that necessarily involves any of the following: an intent to defraud; intentional dishonesty for personal gain; intentional causing of serious injury to another person; the sale of narcotics or possession of narcotics with intent to sell; or a sexual offense as described in Nevada Revised Statutes 179D.097;
 - i. The applicant has been convicted of any misdemeanor involving theft or fraud or any felony.

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2. Notice Of Denial: Upon determination of the licensing official to deny an applicant's completed application the city shall cause written notice to be sent to the applicant by the method indicated in the completed application. The notice shall specify the grounds for the denial, the documentation or information the city relied on to make the decision, the availability of the documentation for review by applicant upon 5 business days' notice to the city, and the date upon which the denial of the license shall take effect. It shall further state that the applicant shall have 10 business days from the receipt of the notice of denial to appeal the same to the city council. The denial shall remain effective unless and until the order is rescinded by the city council.
- C. In the event the applicant is a firm, partnership, association or corporation, all members of the firm, partnership or association and all officers, directors, stockholders and managers of the corporation shall complete an application, be fingerprinted by the police agency and receive approval by the business license official.
- D. A nonrefundable investigation and fingerprinting fee of \$145.00 shall be charged each person required to complete an application. All nonapplicants required to be fingerprinted pursuant to this section shall provide a nonrefundable \$45.00 fingerprinting fee.

~~Maintenance/handyman/janitorial business, \$100.00.~~

~~Management firm, property, \$350.00.~~

~~Manicurists, \$70.00 (whether operated in connection with a cosmetological establishment, barbershop or separately).~~

Marriage/family counselor, \$150.00.

Massage establishment⁴, \$500.00.

Message center or telephone answering service, \$100.00.

Mining, milling and manufacturing: Unless otherwise specified in the gross fee section of this chapter⁵, for each factory, plant and industry engaged in mining or manufacturing, the fee shall be as follows:

Employees	Fee
0 - ~~5~~ 10	\$ 150 .00
~~6-11~~ - 25	~~200.00~~ 300.00

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26 - 50	500.00
51 - 100	900.00
More than 100	1,200.00

~~Miscellaneous service, business, \$100.00.~~

~~Mobile food vendor, \$500.00 per vehicle.~~

Mobile home park:

Mobile Homes	Fee
1 - 18	\$100 .00
19 - 30	125 .00
31 - 50	175 .00
51 - 80	200 .00
81 or more	250 .00

Mobile home setup and repair, \$100.00.

Modeling agency, \$100.00.

Mortgage agent, \$150.00.

Mortgage and investment, \$600.00.

~~Motor transportation service, for the carrying of passengers from places within the city, \$100.00~~

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~~for each vehicle used in such transportation. Those vehicles devoted exclusively to public transport as designed by a unit of local government within Clark County are exempted from this requirement.~~

Nursing home or rest home, \$500.00.

~~Office space rental, \$175.00.~~

Optometrist: For each traveling optometrist or oculist, who does not hold and exhibit an existing license from the state to practice as such, the fee shall be \$100.00 per day. For each optometrist or oculist holding such a license, \$250.00.

Osteopath, \$300.00.

Parking lots: Any business renting or leasing parking spaces for any reason on a short- or long-term basis.

Parking Lot Spaces	Fee
1 - 4	\$ 20 .00
5 - 15	60 .00
16 - 35	100 .00
36 - 50	150 .00
Over 50	250 .00

Pawnbroker⁶, \$1,000.00. Pawnbrokers accepting motor vehicles as pledged property or in any manner allowing the use of motor vehicles as collateral for a loan shall obtain a separate automobile pawnbroker license and pay a separate license fee in the amount of \$500.00.

Peddlers (see door to door solicitors and peddlers).

Pet kennel, ~~shop or animal hospital~~, \$100.00.

Photographer, \$100.00.

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Physician/surgeon, ~~whether connected with a firm or hospital or practicing by himself,~~ \$300.00, unless covered a clinic's Gross Revenue fee.

Polygraph operator, \$150.00.

Private process server, \$100.00.

Promoter, \$200.00.

Property maintenance, \$100.00, including but not limited to construction cleanup, handyman, janitorial or maid services, landscape gardening, pest control, pool or spa cleaning, power washing, tree trimming or window cleaning. This does not include activities requiring a contractor's license pursuant to NRS Chapter 624, nor does this classification include activities that primarily include onsite property maintenance or cleanup services at, in or upon commercial structures.

Property management firm, \$200. Any business that manages, administers, rents or leases residential or commercial property according to NRS Chapter 635.

Psychiatrist, ~~whether connected with a firm or hospital, or practicing by himself,~~ \$300.00, unless covered under a clinic's Gross Revenue fee.

Psychic arts, \$350.00.

Publisher, \$100.00.

Real estate appraisal, \$150.00.

Real estate broker, \$150.00.

Real estate developer:

- A. Any person engaging in the business of a real estate developer within the city shall obtain from the business license official a business license and shall pay \$500 annually. ~~semiannually therefor an amount of money equal to 2 percent of the average monthly sales made within the city.~~
- B. For the purposes of this section, a "real estate developer" is defined as the owner, or the principal agent of an inactive owner, of subdivided land who offers it for sale in any offering or disposition other than the following:
 1. An offer or sale by a purchaser of any subdivision, lot, parcel or unit thereof for his or her own account in a single or isolated transaction.

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2. An offer or sale of subdivided land if each lot, parcel or unit being offered or disposed of in any subdivision is 5 acres or more in size.
 3. An offer or sale to any person who is engaged in the business of the construction of residential, commercial or industrial buildings for disposition.
 4. An offer or sale by any person licensed in the state to construct residential buildings and where such land being offered or disposed of is to include a residential building when disposition is completed.
 5. An offer or sale pursuant to the order of any court of this state.
 6. An offer or sale by any government agency.
 7. An offer or disposition of any evidence of indebtedness secured by way of any mortgage or deed of trust of real estate; issued by an investment trust regulated under the laws of this state.
 8. An offer or sale of cemetery lots.
- C. For the purpose of this section, "subdivided land" is defined as any land or tract of land in another state or in this state from which a sale is attempted, which is divided or proposed to be divided into 50 or more lots, parcels, units or interest, for the purpose of sale as part of a common promotional plan and where any subdivision, if offered by a single developer or group of developers acting in concert, and such land is contiguous or is known, designated or advertised as a common unit or by a common name.

Real estate salesperson, \$150.00.

Rent a car agency, \$200.00.

~~Rental (property) agency, \$200.00.~~

Repossession agency, \$150.00.

Horse-riding facility, ~~Riding horses/livery stable~~, \$100.00.

Room reservations, \$100.00.

Salvaging, \$150.00.

Sanitation, \$100.00.

School or trade college, \$100.00.

Science practitioners:

- A. \$350.00 for every person who carries on, practices or professes to practice the business of psychic art, psychic science, palmistry, phrenology, life reading, fortune telling, cartomancy, clairvoyance, clairaudience, crystal gazing, mediumship, prophecy, augury, divination, magic or necromancy, and demands or receives a fee for the exercise or exhibition of his or her respective art, directly or indirectly, or incidental to the conduct of any other business, either as a gift, donation or otherwise, or who gives an exhibition thereof at any place where an admission fee is charged.
- B. Each applicant for a license under subsection A of this occupation shall pay to the business license official the sum of \$145.00, which sum shall be a nonrefundable investigation and fingerprinting fee. Each applicant for a license under subsection A of this occupation shall present themselves to the police department for fingerprinting and furnish the police or agency any other information necessary to conduct an investigation of such applicant's character and reputation. Fingerprint data will be used to conduct state and national criminal records checks. Upon receipt of the fingerprint data, the city police agency is authorized to transmit the fingerprint data to the Nevada department of public safety to conduct state criminal records checks. The Nevada department of public safety is authorized to exchange this fingerprint data with the federal bureau of investigation to conduct national criminal records checks. The results of the state and national criminal checks will be disseminated to the city police agency. Upon completion of the investigation, the police agency shall prepare and submit to the business license official a report containing findings and a recommendation of approval or disapproval of the applicant. This provision is enacted pursuant to Nevada Revised Statutes 239B.010(1)(a) and public law 92-544.
- C. After the completion of the investigation, the application shall be submitted to the business license official for review. Upon review of the application and findings of the applicant, the business license official shall either approve or deny the license.
1. Denial: Any license application made pursuant to the provisions of this title may be denied for good cause by the business license official. Good cause for denial of a license shall include, but not be limited to:
- a. The license application is incomplete so as to not contain all information required by this title;
 - b. All license or investigation fees are not paid;
 - c. False or fraudulent statements in the application for the license;
 - d. Failure to obtain a license or permit as required by this title and compliance with requirements of all other departments or divisions prior to engaging in business;

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- e. The applicant, or any of its principals, does not qualify for a license;
 - f. False, fraudulent or misleading statements made to the business license official;
 - g. Since the submission of the application, a final civil judgment has been entered against the applicant indicating that: 1) the applicant had either engaged in fraud, or intentional misrepresentation;
 - h. The applicant or any of its principals has been convicted of an act that constitutes a crime which involves moral turpitude or involves any local, state or federal law or regulation which relates to the same or a similar business, or has been convicted of having solicited, encouraged, caused or procured another to commit such a violation. For purposes of this subsection, a crime involving moral turpitude is one that necessarily involves any of the following: an intent to defraud; intentional dishonesty for personal gain; intentional causing of serious injury to another person; the sale of narcotics or possession of narcotics with intent to sell; or a sexual offense as described in Nevada Revised Statutes 179D.097;
 - i. The applicant has been convicted of any misdemeanor involving theft or fraud or any felony.
2. Notice Of Denial: Upon determination of the licensing official to deny an applicant's completed application the city shall cause written notice to be sent to the applicant by the method indicated in the completed application. The notice shall specify the grounds for the denial, the documentation or information the city relied on to make the decision, the availability of the documentation for review by applicant upon 5 business days' notice to the city, and the date upon which the denial of the license shall take effect. It shall further state that the applicant shall have 10 business days from the receipt of the notice of denial to appeal the same to the city council. The denial shall remain effective unless and until the order is rescinded by the city council.
- D. No employee or other person shall assist the licensee in any audience or reading, nor shall any mechanical device of any description whatsoever be used by the licensee in the conduct of any interview, audience or reading.
- E. This section shall not be construed to apply to doctors, dentists or other medical practitioners licensed by the appropriate board under the Nevada Revised Statutes or to persons employed by such doctors, dentists or other medical practitioners acting under their direction and control who use hypnotism as an aid in treatment or as a supplementary form of treatment in the course of their profession.
- F. This section shall not be construed to apply to astrologers licensed under this chapter.

Secondhand dealer⁷, \$450.00.

Security guard service, \$150.00.

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Shooting gallery, \$100.00.

Signs - electrical (see advertising space, leasing or selling, whether billboard or electrical signs).

Solicitors (see door to door solicitors and peddlers).

Stenographer, typist service business, \$100.00.

~~Storage fee, \$4.00 per day.~~

Swap meet, flea market:

- A. Definition: For the purpose of this section, a "flea market sale" or "swap meet" shall mean and include all offerings of sales of goods, merchandise or property by a group of individual vendors or dealers at one specified location at a specified time.
- B. Application: The application shall specify the place in or on which such sale or meet is to be conducted. The applicant shall submit a written statement from the property owner of the place giving permission for the conduct of such sale or, if the place is city owned, the approval of the business license official shall be required.
- C. Inspection For Public Safety: No license shall be issued until public safety representatives of the city have inspected the premises to be used for such sale or meet.
- D. Conditional Use Permit: If the applicant intends to conduct such "flea market sales" or "swap meets" on a regular basis, a conditional use permit shall be required in accordance with the provisions of the zoning ordinance.
- E. Fee: The following amounts are established as a charge for a license under the provisions of this section: \$100.00 per day; and \$7.50 per day or portion of a day per booth, both payable to the business license official at the time of the application.

Tattoo, \$150.00. A business that places indelible marks and figures upon the body by inserting pigment under the skin or by the production of scars.

Taxicab companies, \$75.00 per vehicle.

Telephone answering bureau, \$50.00.

Timesharing location with acquisition booth and sales presentation room, \$300.00.

Tobacco dealer, retail, \$100.00 for each tobacco location within the city, payable for the current billing cycle, and when application for license is made subsequent to the current billing period,

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the license which is issued thereon shall be issued for the then current billing period. No license fee for less than a full semiannual period shall be accepted upon any application. Cigarette sales only at a market, service station, convenience store, etc., shall be licensed at the fee of \$100.00.

Travel agency or bureau, \$100.00. A "travel agent" is defined as one acting as the agent of or representing a prospective user in procuring travel or accommodation facilities and services which are owned and operated by third persons. "Travel agent" does not include tour or junket promoters who solicit room users or sell or distribute vacation certificates.

Trucking business engaged in the business of delivering goods for resale into the city, \$70.00 per vehicle, annually.

Vacation certificates, sellers of, and servicers, \$250.00.

Vacation home rental:

- A. For each vacation home rental, the fee shall be \$50.00.
- B. For the purposes of this section, a "vacation home rental" shall mean a privately owned residential dwelling, such as, but not limited to, a single-family detached or multiple-family attached unit, apartment house, condominium, cooperative apartment, duplex, or any portion of such dwellings, rented for the purpose of overnight lodging for a period of not less than 2 days and not more than 27 consecutive calendar days, counting portions of calendar days as full days.

Valet parking service, \$100.00. Any business that offers a valet parking service.

Veterinarians/ Veterinarian Hospital/ Veterinarian Clinic, \$250.00. Unless otherwise indicated, means any person licensed to practice veterinary medicine in this state or any person employed in Nevada by a governmental agency to practice veterinary medicine. "Veterinary hospital" means any establishment operated by a licensed veterinarian that provides clinical facilities and house animals for dental, medical or surgical treatment. A veterinary hospital may have adjacent to it or in connection with it, or as an integral part of it pens, stalls, cages, or kennels for quarantine or observation, in a completely enclosed building. Veterinary clinic means any establishment operated by a licensed veterinarian to provide dental, medical, or surgical treatment, care and grooming for animals on an outpatient basis.

Wedding chapels, \$200.00.

~~Wire service, \$200.00.~~

Businesses not covered: Any service business not specifically covered by licensing ordinances shall pay a license fee in the sum of \$150.00. Any license issued under this section shall allow

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the conduct of business only as specified on the license application. (Ord. 477, 12-10-2013, eff. 12-31-2013)

Appendix B

2-3A-17: UNSUITABLE LOCATIONS:

The city council may deny any application for a gaming license if it deems the place or location for which the license is sought to be unsuitable for the conduct of gaming. Without limiting the generality of the foregoing, the following places or locations are presumed to be unsuitable:

- A. Premises located within a five hundred foot (500') radius of churches, schools and children's public playgrounds, **except where these community facilities are located in commercial or Hotel Tourist zones.**
- B. Premises located in a place where gaming is contrary to a valid city zoning ordinance, unless the premises qualifies for a nonconforming use under applicable zoning law.
- C. Premises difficult to police.
- D. Premises located within a two hundred fifty foot (250') radius of adult oriented businesses or sexually oriented commercial enterprises¹.
- E. Premises which, in the opinion of the city council, would or may tend to create a public nuisance.

The above restrictions do not apply to licenses issued prior to June 1, 1984, or to any location which is found to be suitable for licensing by the city council after a public hearing and a determination that the public health, safety and welfare will not be impaired. (Ord. 5, 8-16-1984).

Appendix C

TITLE 2. BUSINESS LICENSE REGULATIONS

CHAPTER 15: PUBLIC UTILITIES

2-15-1: TITLE:

2-15-2: FINDINGS:

2-15-3: DEFINITIONS:

2-15-4: FEE STRUCTURE:

2-15-5: TIMING OF PAYMENTS AND SUPPORTING INFORMATION:

2-15-6: NECESSITY FOR FRANCHISE AGREEMENT:

2-15-7: INSURANCE COVERAGE REQUIREMENTS FOR USE OF PUBLIC RIGHT OF WAY:

2-15-8: NOTIFICATION REQUIREMENTS FOR NEW PUBLIC UTILITIES:

2-15-1: TITLE:

This chapter shall be referred to as the CITY OF MESQUITE PUBLIC UTILITIES ORDINANCE

2-15-2: FINDINGS:

The City of Mesquite City Council makes the following findings:

- A. Public utilities are regulated by the State of Nevada Public Utility Commission or by other elected officials who provide oversight and are mindful of the public's interest
- B. Public utilities are also regulated by multiple layers of county, state and federal laws
- C. Public utilities within the City of Mesquite provide the everyday essential services to the public at-large in order to sustain life
- D. The City desires a uniform system for regulating all public utilities operating in the City
- E. While some public utilities utilize the public right-of-way, others use different methods of delivering service. Regardless of the method of delivery, like utilities should be treated equally and fairly under the Mesquite Municipal Code (MMC).
- F. In order to eliminate confusion among the varying sections of the MMC, regulations pertaining to public utilities are being consolidated into one chapter of the MMC.
- G. Requirements set forth in this section do not eliminate the need to comply with other related applicable portions of the MMC (e.g. obtaining encroachment permits)

2-15-3: DEFINITIONS:

COMMERCIAL MOBILE RADIO SERVICE: Cellular phone service and as defined in 47 CFR § 20.3 on the effective date of the ordinance codified in this chapter, or as may be amended. It is one type of telecommunications service.

CUSTOMER: A customer whose physical address is within the boundaries of the City.

FEE: A charge imposed upon a public utility for a business license, a franchise or a right-of-way over streets or other public areas, except any paid pursuant to the provisions of NRS 709.110, 709.230 or 709.270.

FRANCHISE: An initial authorization, or renewal thereof, issued by the City, whether such authorization is designated as a franchise, permit, license, resolution, contract, certificate, agreement, or otherwise, which authorizes the construction or operation of a public utility system.

FRANCHISE AGREEMENT: An agreement entered into between the city and the public utility for the privilege of providing service.

PUBLIC UTILITY: A business that provides:

1. Electric or gas service, whether or not the business is subject to regulation by the Public Utilities Commission of Nevada;
2. A video service as that term is defined in NRS 711.141 on the effective date of the ordinance codified in this chapter, as may be amended or renumbered;
3. A telecommunication service, if the business holds a certificate of public convenience and necessity issued by the Public Utilities Commission of Nevada and derives intrastate revenue from the provision of that service to retail customers; or
4. A commercial mobile radio service as that term is defined in 47 CFR § 20.3 on the effective date of the ordinance codified in this chapter, or as may be amended.

2-15-4: FEE STRUCTURE:

Every person engaged in the business of furnishing to the public telecommunications service, or commercial mobile radio service, gas, electricity, or video service shall pay a quarterly fee to carry on each of such businesses as follows:

- A. Telecommunications and commercial mobile radio service.

1. The fee to engage in telecommunications shall be five percent of its gross revenue. Gross revenue means any and all local and intrastate revenue for any telecommunication services regulated by the Public Utilities Commission of Nevada.
 2. The fee to engage in a commercial mobile radio service business shall be five percent of all revenue received from the first \$15.00 charged monthly for each line of access for each of its customers located within the city. For purposes of calculating revenue received within the city, the customer's billing address shall be determinative.
- B. Natural gas service.
1. The fee to provide gas service shall be five percent of its gross revenue.
- C. Electric service.
1. The fee to provide electric service shall be two percent of its gross revenue.
 2. The fee denoted herein is not applicable to gross sales of electric service to governmental subdivisions, agencies or entities within the city.
 3. Fee revenue received in relation to electric service shall be exclusively used by the city to repair, maintain and improve rights-of-way within the city.
- D. Video service.
1. A video service provider, as defined per NRS 711.151 and as may be amended or renumbered, shall pay, on a quarterly basis, a fee of five percent of its gross revenue, as that term is defined in NRS 711.066 and as may be amended or renumbered, from its video service subscribers within the city.
- E. In no case, shall the amount of fees paid to the City by a public utility exceed those set forth in NRS.

2-15-5: TIMING OF PAYMENTS AND SUPPORTING INFORMATION:

- A. The quarterly fees specified in section 2-15-4 will be due the 30th day of the first month following the end of each calendar quarter.
- B. A fee not received or postmarked within 30 calendar days after the end of each calendar quarter shall be subject to MMC 2-1-5(C).
- C. As part of their quarterly payment, each public utility that is subject to this chapter shall provide to the city a statement of the amount of revenue derived during that calendar quarter from the sale of applicable services to each of its customers located within the city.
- D. No later than thirty (30) days after the end of each calendar year, each public utility shall furnish to the city manager an audited financial statement outlining the total amount of gross revenues and all payments, and computations for the period covered by the payments.
- E. On an annual basis, with at least thirty days' advance written notice to public utility, the city shall have the right to conduct an independent audit of the public utility's records reasonably related to the administration or enforcement of this chapter, in accordance with generally accepted accounting principles. If the audit shows that fees have been underpaid by four percent (4%) or more, the public utility shall pay

- the total cost of the audit. Any determined underpayments shall be paid within thirty days of the receipt of the audit.
- F. No acceptance of any payment shall be construed as an accord by the city that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim city may have for further or additional sums payable or for the performance of any other obligation.

2-15-6: NECESSITY FOR FRANCHISE AGREEMENT:

- A. Gas service, telecommunication service and any other public utility or like entity that utilizes the public right-of-way shall be required to enter into a franchise agreement with the City, excepting any prohibitions hereto provided for in NRS.
- B. Virgin Valley Water District and Overton Power District No. 5 shall not be required to enter into a franchise agreement for use of the public right-of-way.
- C. Video service providers shall only be required to enter into a franchise agreement with the state of Nevada, not the City. Video service providers shall still be subject to the requirements and fees set forth in this chapter, excepting any prohibitions hereto provided for in NRS.

2-15-7: INSURANCE COVERAGE REQUIREMENTS FOR USE OF PUBLIC RIGHT OF WAY:

- A. Every public utility subject to chapter 2-15 that utilizes the public right-of-way, shall continuously maintain, at its own expense, each of the following insurance coverages with limits as provided, which limits shall not be deemed to be a limit of liability on an obligation or such public utility:
1. Commercial general liability insurance: Occurrence policy which is primary coverage in the event of any claim or suit, with limits of not less than:
 - a. Two million dollars (\$2,000,000.00) per occurrence,
 - b. Two million dollars (\$2,000,000.00) general aggregate,
 - c. One million dollars (\$1,000,000.00) personal and advertising injury,
 - d. Fifty thousand dollars (\$50,000.00) fire damage (any 1 fire), and
 - e. Two million dollars (\$2,000,000.00) products/completed operations aggregate;
 2. Automobile liability insurance with limits of not less than two million dollars (\$2,000,000.00) per occurrence and coverage for "any auto";
 3. Workers' compensation insurance valid in the state of Nevada in accordance with Nevada Revised Statutes, chapters 616A, 616B, 616C, 616D and 617 or as may be amended from time to time; and
 4. Employer's liability insurance with limits of at least five hundred thousand dollars (\$500,000.00) per accident/disease.
- B. Waiver of Subrogation: Every public utility subject to chapter 2-15 that utilizes the public right-of-way, shall deliver to the city manager, within ten (10) days of the commencement of service and annually thereafter, a waiver of a subrogation.

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- C. Evidence Of Insurance Coverage: Every public utility subject to chapter 2-15 that utilizes the public right-of-way, shall deliver to the city manager, within ten (10) days of the commencement of service and annually thereafter, evidence of the above insurance by:
1) providing certificates of insurance, 2) provide form that lists the city as a certificate holder, and 3) attaching an additional insured endorsement for commercial general liability. The certificate shall show the name, address, and telephone number of the insurer and list all companies providing coverage (all such companies must be at least AM Best Company key rated at A VIII or higher).
- D. In the event that a policy is canceled, terminated or altered by the insurer, the public utility shall immediately notify the city manager. In no case shall there be a lapsed of coverage.
- E. Public utility shall secure and maintain all insurance coverages for the minimum limits required herein. No work shall commence in the city rights-of-way without meeting the insurance requirements.

2-15-8: NOTIFICATION REQUIREMENTS FOR NEW PUBLIC UTILITIES:

- A. Each public utility to which chapter 2-15 applies or which intends to derive revenue from customers located within the city shall not later than 60 calendar days after the effective date of the ordinance codified in this chapter or 30 calendar days before the public utility begins to provide service to those customers, whichever occurs later, provide to the city:
 - 1. An acknowledgement that the public utility is operating or intends to operate within the city; and
 - 2. The date that the public utility began or intends to begin to derive revenue from customers located within the city.

MMC 2-1-10, MMC 2-9, and MMC 2-11 are all repealed in their entirety and hereby RESERVED.

~~2-1-10: FEES AND INSURANCE COVERAGE REQUIREMENTS FOR USE OF PUBLIC RIGHT OF WAY:~~

~~A. Services Provided Through Use Of Right Of Way: Every person, sole proprietorship, partnership, corporation or service district (whether governmental or nongovernmental) who, to residential or commercial customers located within the city:~~

- ~~1. Supplies electrical power to others for power, lighting or other domestic or commercial purposes through cables or lines erected or installed above ground or below ground within city public rights of way;~~

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~~2. Provides telephone services (including other right of way fee eligible services) to others through telephone lines, cables and/or fibers, erected or installed within city public rights of way (whether installed above ground or below ground);~~

~~3. Supplies natural gas to others through gas mains or lines installed within city public rights of way;~~

~~4. Provides cable television services (including other right of way fee eligible services) to others through cables, lines or fibers installed within city rights of way (whether installed above ground or below ground); or~~

~~5. Provides any other utility, business or service in addition to those listed above utilizing city rights of way;~~

~~shall pay an annual right of way fee to carry on each of such utility, business, commodity or service activity within the city utilizing the city public rights of way.~~

~~B. Right Of Way Fee: The above listed utilities, services, companies or entities shall pay the city a fee in a sum of three percent (3%) of their gross sales annually, paid quarterly, as a fee for use of city rights of way within the city. Any company subject to a franchise agreement and fee via statute, ordinance, agreement or otherwise, will not be required to pay the city more than five percent (5%) of their gross sales annually, including this three percent (3%) right of way fee.~~

~~C. Not Applicable For Sales To Governmental Subdivisions: The fee denoted herein is not applicable to gross sales of specified utilities, commodities or services to governmental subdivisions, agencies or entities within the city.~~

~~D. Not Applicable For Sales To Locations Outside City: The right of way fee denoted herein is not applicable to gross sales of specified utilities, commodities or services to customers receiving utilities or services at locations outside the city.~~

~~E. Use Of Revenue: Fee revenue received pursuant to this chapter shall be exclusively used by the city to repair, maintain and improve rights of way within the city.~~

~~F. Insurance Coverage: Every utility, service, company or entity described in subsection A of this section shall maintain, at its own expense, each of the following insurance coverages with limits as provided, which limits shall not be deemed to be a limit of liability on an obligation or such utility, service, company or entity:~~

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~~1. Commercial general liability insurance: ISO form CG 00 01 (10/93) or equivalent occurrence policy which provides a waiver of subrogation and is primary coverage in the event of any claim or suit, with limits of not less than:~~

~~a. Two million dollars (\$2,000,000.00) per occurrence,~~

~~b. Two million dollars (\$2,000,000.00) general aggregate,~~

~~c. One million dollars (\$1,000,000.00) person and advertising injury,~~

~~d. Fifty thousand dollars (\$50,000.00) fire damage (any 1 fire), and~~

~~e. Two million dollars (\$2,000,000.00) products/completed operations aggregate;~~

~~2. Automobile liability insurance with limits of not less than two million dollars (\$2,000,000.00) per occurrence and coverage for "any auto";~~

~~3. Workers' compensation insurance valid in the state of Nevada in accordance with Nevada Revised Statutes, chapters 616A, 616B, 616C, 616D and 617 or as may be amended from time to time; and~~

~~4. Employer's liability insurance with limits of at least five hundred thousand dollars (\$500,000.00) per accident/disease.~~

~~G. Evidence Of Insurance Coverage: Every utility, service, company or entity described in subsection A of this section shall deliver to the city manager, within ten (10) days after approval of the franchise or rights of way license agreement, evidence of the above insurance by: 1) providing certificates of insurance, 2) providing an ACORD 25-S form or equivalent that lists the city as a certificate holder, and 3) attaching an additional insured endorsement CG 2010 (10/93) or equivalent for commercial general liability. The certificate shall show the name, address, and telephone number of the insurer and list all companies providing coverage (all such companies must be at least AM Best Company key rated at A VIII or higher). The certificate of insurance shall state that the policy will not be canceled, terminated or altered by the insurer, nor will the insurer state an intention not to renew until thirty (30) days after providing written notification of such to the city manager.~~

~~H. Responsibility To Pay Premiums: The franchisee or rights of way licensee shall be solely responsible for payment of all premiums for insurance policies required herein.~~

~~I. Insurance A Condition Of Franchise Agreement: Securing and maintaining all insurance coverages for the minimum limits required herein is a condition of the franchise or rights of way license agreement, and no franchise or rights of way licensee shall commence work in the city~~

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~~rights of way until all insurance requirements have been met. (Ord. 477, 12-10-2013, eff. 12-31-2013)~~

~~TITLE 2 Chapter 9 CATV SYSTEMS~~

~~2-9-1: DEFINITIONS:~~

~~2-9-2: MATTERS FILED WITH CITY CLERK:~~

~~2-9-3: TELEPHONE FACILITY SYSTEM; GRANTEE AS LICENSEE:~~

~~2-9-4: APPLICATION FOR FRANCHISE:~~

~~2-9-5: ORDINANCE EFFECTING FRANCHISE; COMPLETION OF CONDITIONS:~~

~~2-9-6: ACCEPTANCE AND AGREEMENT:~~

~~2-9-7: BOND AND INSURANCE:~~

~~2-9-8: USES PERMITTED BY FRANCHISE; POLES; CHARGES:~~

~~2-9-9: OFFICE WITHIN CITY:~~

~~2-9-10: DEADLINES FOR CONSTRUCTION AND SERVICE:~~

~~2-9-11: PAYMENTS FOR FRANCHISE:~~

~~2-9-12: ANNUAL FINANCIAL STATEMENT:~~

~~2-9-13: INSPECTION OF RECORDS; CLAIMS OF CITY:~~

~~2-9-14: REFUSAL TO SERVE CUSTOMERS:~~

~~2-9-15: PUBLIC PROPERTY PRIVILEGE:~~

~~2-9-16: TRANSFER OR ASSIGNMENT:~~

~~2-9-17: PROMPT COMPLIANCE:~~

~~2-9-18: CHANGES IN CITY AUTHORITIES:~~

~~2-9-19: CITY LIABILITY TO GRANTEE:~~

~~2-9-20: CONFORMANCE TO CITY REQUIREMENTS:~~

~~2-9-21: POLE USE OBLIGATIONS UNIMPAIRED:~~

~~2-9-22: FRANCHISE TO GOVERN RELATIONS:~~

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~~2-9-23: EMINENT DOMAIN UNIMPAIRED; ACQUISITION BY CITY:~~

~~2-9-24: CODE PROVISIONS; PREDOMINANCE; ACCEPTANCE BY GRANTEE:~~

~~2-9-25: AMENDMENT OF PROVISIONS:~~

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~~2-9-27: RIGHTS OF CITY COUNCIL; DISPUTES AND RESOLUTION BY CITY MANAGER:~~

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~~2-9-34: DURATION OF FRANCHISE; TERMINATION BY CITY:~~

~~2-9-35: RENEWAL OF FRANCHISE:~~

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~~2-9-37: CATV BUSINESS WITHOUT FRANCHISE:~~

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~~2-9-39: UNAUTHORIZED CONNECTION:~~

~~2-9-40: CONNECTION WITHOUT PAYMENT:~~

~~2-9-41: INTERFERENCE WITH SYSTEM:~~

~~2-9-1: DEFINITIONS:~~

~~When not inconsistent with the context, words used in this chapter in the present tense include future tense, words in the plural number include the singular number, and words in the singular number include the plural number.~~

~~For the purposes of this chapter, the following terms, phrases, words, abbreviations and their derivations shall have the meanings given herein:~~

~~CATV: A "community antenna television system", as defined in this section.~~

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~~CITY COUNCIL: The present governing body of the city or any future board constituting the legislative body of the city.~~

~~COMMUNITY ANTENNA TELEVISION SYSTEM: A system of antenna, coaxial cables, wires, wave guides or other conductors, equipment or facilities designed, constructed or used for the purpose of providing television or FM radio service by cable or through its facilities as herein contemplated.~~

~~FRANCHISE: Means and includes any authorization granted hereunder in terms of a franchise, privilege, permit, license or otherwise to construct, operate and maintain a CATV system in the city.~~

~~GRANTEE: The person, firm or corporation to whom or which a "franchise", as defined in this section, is granted by the city council under this chapter, and the lawful successor, transferee or assignee of said person, firm or corporation.~~

~~GROSS ANNUAL RECEIPTS: A. Any and all compensation and other consideration in any form whatever and any contributing grant or subsidy received directly or indirectly by a grantee from subscribers or users in payment for television or FM radio signals or service received or for the transmission of any special program or event for which a separate and distinct charge is made to the subscriber, in the manner commonly known as and referred to as "pay television", or for any other service received within the city.~~

~~B. "Gross annual receipts" does not include any taxes on services furnished by the grantee imposed directly on any subscriber or user by any city, state or other governmental unit and collected by the grantee for such governmental unit.~~

~~PROPERTY OF GRANTEE: All property owned, installed or used by a grantee in the conduct of a CATV business in the city under the authority of a franchise granted pursuant to this chapter.~~

~~STREET: The surface of and the space above and below any public street, road, highway, freeway, lane, path, alley, court, sidewalk, parkway or drive, now or hereafter existing as such within the city.~~

~~SUBSCRIBER: Any person or entity receiving for any purpose the CATV service of a grantee. (Ord. 33, 5-8-1986)~~

~~2-9-2: MATTERS FILED WITH CITY CLERK:~~

~~When not otherwise prescribed herein, all matters herein required to be filed with the city shall be filed with the city clerk. (Ord. 33, 5-8-1986)~~

~~2-9-3: TELEPHONE FACILITY SYSTEM; GRANTEE AS LICENSEE:~~

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~~When and in the event that the grantee of any franchise granted hereunder constructs, operates and maintains a CATV system exclusively through telephone company facilities constructed, operated and maintained pursuant to a state granted telephone franchise and offers satisfactory proof that in no event during the life of such franchise shall the grantee make any use of the streets independently of such telephone company facilities, the grantee shall be required to comply with all of the provisions hereof as a "licensee" and in such event whenever the term "grantee" is used herein, it shall be deemed to mean and include "licensee". (Ord. 33, 5-8-1986)~~

~~2-9-4: APPLICATION FOR FRANCHISE:~~

~~Application for a franchise hereunder shall be in writing, shall be filed with the city clerk, and shall contain the following information:~~

- ~~A. The name and address of the applicant. If the applicant is a partnership, the name and address of each partner shall also be set forth. If the applicant is a corporation, the application shall also state the names and addresses of its directors, main officers, major stockholders and associates, and the names and addresses of parent and subsidiary companies.~~
- ~~B. A statement and description of the CATV system proposed to be constructed, installed, maintained or operated by the applicant; the proposed location of such system and its various components; the manner in which applicant proposes to construct, install, maintain and operate the same; and, particularly, the content and manner in which existing or future facilities of other public utilities will be used for such system.~~
- ~~C. A description, in detail, of the public streets, public places and proposed public streets within which applicant proposes or seeks authority to construct, install or maintain any CATV equipment or facilities; a detailed description of the equipment of facilities proposed to be constructed, installed or maintained therein; and the proposed specific location thereof.~~
- ~~D. A map specifically showing and delineating the proposed services area or areas within which applicant proposes to provide CATV service and for which a franchise is requested.~~
- ~~E. A statement or schedules of proposed rates and charges to subscribers for installation and services, and a copy of proposed service agreement between the grantee and its subscribers shall accompany the application. For remote, relatively inaccessible subscribers~~

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~~within the city, service may be made available on the basis of cost of materials, labor and easements if required by the grantee.~~

~~F. A copy of any contract, if existing, between the applicant any public utility providing for the use of facilities of such public utility, such as lines or conduits.~~

~~G. A statement setting forth all agreements and understandings, whether written, oral or implied, existing between the applicant and any person with respect to the proposed franchise or the proposed CATV operation. If a franchise is granted to a person posing as a front or as the representative of another person and such information is not disclosed in the original application, such franchise shall be deemed void and of no force and effect whatsoever.~~

~~H. A financial statement prepared by a certified public accountant, or person otherwise satisfactory to the city council, showing applicant's financial status and his financial ability to complete the construction and installation of the proposed CATV system.~~

~~I. The city council may, at any time, demand, and applicant shall provide, such supplementary, additional or other information as the city may deem reasonably necessary to determine whether the requested franchise should be granted. (Ord. 33, 5-8-1986)~~

~~2-9-5: ORDINANCE EFFECTING FRANCHISE; COMPLETION OF CONDITIONS:~~

~~No franchise granted pursuant to the provisions of this chapter shall become effective unless and until the ordinance granting same has become effective and, in addition, unless and until all things required in this section and sections 2-9-6 through 2-9-7 of this chapter are done and completed, all of such things being conditions precedent to the effectiveness of any such franchise granted hereunder. In the event any of such things are not done and completed in the time and manner required, the city council may declare the franchise null and void. (Ord. 33, 5-8-1986)~~

~~2-9-6: ACCEPTANCE AND AGREEMENT:~~

~~Within thirty (30) days after the effective date of the ordinance awarding a franchise, or when such extended period of time as the city council, in its discretion, may authorize, the grantee shall file with the city clerk its written acceptance, in form satisfactory to the city attorney, of the franchise, together with the bond and insurance policies required by section 2-9-7 of this chapter, and its agreement to be bound by and to comply with and to do all things required of~~

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~~the grantee by the provisions of this chapter and the franchise. Such acceptance and agreement shall be acknowledged by the grantee before a notary public and shall be in such form and content as shall be satisfactory to and approved by the city attorney. (Ord. 33, 5-8-1986)~~

~~2-9-7: BOND AND INSURANCE:~~

~~A. Bond; Faithful Performance And Liability:~~

- ~~1. The grantee shall, concurrently with the filing of and acceptance of award of any franchise granted under this chapter, file with the city clerk, and at all times thereafter maintain in full force and effect for the term of such franchise or any renewal or extension thereof, at the grantee's sole expense, a corporate surety bond in a company and in a form approved by the city attorney, in the amount of twenty five thousand dollars (\$25,000.00), renewable annually and conditioned upon the faithful performance of the grantee, and upon further condition that in the event the grantee fails to comply with any one or more of the provisions of this chapter, or of any franchise issued to the grantee hereunder, there shall be recoverable, jointly and severally, from the principal and surety of such bond any damages or loss suffered by the city as a result thereof, including the full amount of any compensation, indemnification or cost of removal or abandonment of any property of the grantee as prescribed hereby which may be in default, plus a reasonable allowance for attorney fees and costs, up to the full amount of the bond; said condition to be a continuing obligation for the duration of such franchise and any renewal or extension thereof and thereafter until the grantee has liquidated all of its obligations with the city that may have arisen from the acceptance of the franchise or renewal or extension by the grantee or from its exercise of any privilege therein granted. The bond shall provide that thirty (30) days' prior written notice of intention not to renew, cancellation or material change be given to the city.~~
- ~~2. Neither the provisions of this subsection nor any bond accepted by the city pursuant hereto, nor any damages recovered by the city thereunder, shall be construed to excuse faithful performance by the grantee or limit the liability of the grantee under any franchise issued hereunder or for damages, either to the full amount of the bond or otherwise.~~

~~B. Insurance:~~

- ~~1. Liability Of City: The grantee shall, concurrently with the filing of an acceptance of award of any franchise granted under this chapter, furnish to the city and file with the city clerk, and at all times during the existence of any franchise granted hereunder, maintain in full force and effect, at its own cost and expense, a liability insurance policy to the amount of three hundred thousand dollars (\$300,000.00), in a company approved by the city manager and in a form satisfactory to the city attorney, indemnifying and saving harmless the city, its officers and employees from and against any and all claims, demands, actions, suits and proceedings by others against all liability to others, including, but not limited to, any liability for damages by reason of or arising out of any failure by the grantee to secure consent from the owners, authorized distributors or licensees of programs to be delivered by the grantee's CATV system~~

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~~and against any loss, cost, expense and damages resulting therefrom, including reasonable attorney fees, arising out of the exercise or enjoyments of its franchise, irrespective of the amount of the comprehensive liability insurance policy required hereunder. This indemnification does not apply to any claim arising out of the active, wilful or intentional misconduct of the city, its agents, employees, officers, boards or councils.~~

- ~~2. Comprehensive Liability: The grantee shall, concurrently with the filing of an acceptance of award of any franchise granted under this chapter, furnish to the city and file with the city clerk, and at all times during the existence of any franchise granted hereunder, maintain in full force and effect, at its own cost and expense, a general comprehensive liability insurance policy for the protection of the city, its officers, boards, councils, agents and employees, in a company approved by the city manager and in a form satisfactory to the city attorney, protecting the city and all persons against liability for loss or damage for personal injury, death and property damage occasioned by the cooperations of grantee under such franchise, with minimum liability limits of three hundred thousand dollars (\$300,000.00) for personal injury or death of any one person and five hundred thousand dollars (\$500,000.00) for personal injury or death of two (2) or more persons in any one occurrence and fifty thousand dollars (\$50,000.00) for damage to property resulting from any one occurrence. The grantee is not liable for any loss caused by, and no policy provided hereunder shall apply to, the active, wilful or intentional misconduct of the city, its agents, employees, officers boards or councils.~~
- ~~3. Required Policy Provisions: The policies mentioned in subsections B1 and B2 of this section shall name the city, its officers, boards, councils, agents and employees as additional insured and shall contain a provision that a written notice of cancellation of or reduction in coverage under each said policy shall be delivered to the city at least ten (10) days in advance of the effective date thereof; if any such insurance is provided by a policy which also covers the grantee or any other entity or person other than those above named, then such policy shall contain the standard cross liability endorsement. (Ord. 33, 5-8-1986)~~

~~2-9-8: USES PERMITTED BY FRANCHISE; POLES; CHARGES:~~

- ~~A. Any franchise granted shall authorize and permit the grantee to engage in the business of operating and providing a CATV system in the city, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain and retain in, on, over, under, upon, across and along any public street, such wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments and other property as may be necessary and appurtenant to the CATV system; provided, however, that the grantee shall be limited to use of existing poles and underground transmission equipment and shall be responsible for acquiring authority to utilize such poles and underground equipment. If there are no existing poles or underground transmission equipment in any area proposed to be served by the grantee, the grantee may, with the approval of the city as to the type and quality of poles and the number and location thereof, install its own poles in such area; provided, however, that the use of such poles shall be discontinued and the poles removed, at the grantee's expense, at any time an electrical distribution company or a telephone company installs its poles or underground equipment in such area.~~

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~~B. The grantee may make a charge to subscribers for installation or connection to its CATV system and a fixed monthly charge as filed and approved by the city council. (Ord. 33, 5-8-1986)~~

~~2-9-9: OFFICE WITHIN CITY:~~

~~The grantee shall maintain an office within the city limits so that CATV maintenance service is promptly available to subscribers. (Ord. 33, 5-8-1986)~~

~~2-9-10: DEADLINES FOR CONSTRUCTION AND SERVICE:~~

~~A. Within thirty (30) days after acceptance of any franchise, the grantee shall proceed with due diligence to obtain all necessary permits and authorizations which are required in the conduct of its business, including, but not limited to, any utility joint use attachment agreements, microwave carrier licenses, and any of the permits licenses and authorizations to be granted by duly constituted regulatory agencies having jurisdiction over the operation of CATV systems or related facilities.~~

~~B. Within a reasonable time after obtaining all necessary permits, licenses and authorizations, grantee shall commence construction and installation of the CATV system, proceed to render services to subscribers and complete the construction and installation of the system in accordance with the timetable imposed by the city council.~~

~~C. Failure on the part of the grantee to conform to said timetable shall be grounds for termination of such franchise, under and pursuant to the terms of section 2-9-34 of this chapter; provided, however, that the city council in its discretion may extend the time for the commencement and completion of construction and installation. (Ord. 33, 5-8-1986)~~

~~2-9-11: PAYMENTS FOR FRANCHISE:~~

~~Any grantee granted a franchise shall pay to the city a sum equal to three percent (3%) of the gross annual receipts of the grantee through June 30, 2000. Unless a provision in an existing contract or agreement provides otherwise, effective July 1, 2000, any grantee granted a franchise shall pay to the city a sum equal to four percent (4%) of the gross annual receipts of the grantee through June 30, 2002. Unless a provision in an existing contract or agreement provides otherwise, effective July 1, 2002, any grantee granted a franchise shall pay to the city a sum equal to five percent (5%) of gross annual receipts of the grantee. Such payment by the grantee to the city shall be made annually, or as otherwise provided in the grantee's franchise, by delivery of the same to the city clerk. (Ord. 33, 5-8-1986; amd. Ord. 233, 2-22-2000, eff. 3-20-2000)~~

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~~2-9-12: ANNUAL FINANCIAL STATEMENT:~~

~~The grantee shall file with the city, within thirty (30) days after the expiration of any calendar year or portion thereof during which such franchise is in force if less than a calendar year, a financial statement prepared by a certified public accountant, or person otherwise satisfactory to the city council, showing in detail the gross annual receipts, as defined herein, derived from service within the city by the grantee during the preceding calendar year or portion thereof. It shall be the duty of the grantee to pay to the city, on or before March 15 of each year, the sum prescribed in section 2-9-11 of this chapter, or any unpaid balance thereof for the calendar year or portion thereof covered by such statement. (Ord. 33, 5-8-1986)~~

~~2-9-13: INSPECTION OF RECORDS; CLAIMS OF CITY:~~

~~A. The city shall have the right to inspect the grantee's records showing the gross receipts from which its franchise payments are computed and the right of audit and recomputation of any and all amounts paid under this chapter.~~

~~B. No acceptance of any payment shall be construed as a release or as an accord and satisfaction of any claim the city may have for further or additional sums payable under this chapter or for the performance of any other obligation hereunder. (Ord. 33, 5-8-1986)~~

~~2-9-14: REFUSAL TO SERVE CUSTOMERS:~~

~~No person in the existing service area of the grantee shall be arbitrarily refused service; provided, however, that the grantee shall not be required to provide service to any subscriber who does not pay the applicable connection fee or monthly service charge. (Ord. 33, 5-8-1986)~~

~~2-9-15: PUBLIC PROPERTY PRIVILEGE:~~

~~Any privilege claimed under any such franchise by the grantee in any street or other public property shall be equal to the privilege of any other public utility and subordinate to any prior lawful occupancy of the streets or other public property. (Ord. 33, 5-8-1986)~~

~~2-9-16: TRANSFER OR ASSIGNMENT:~~

~~A. Any such franchise shall be a privilege to be held in personal trust by the original grantee. It cannot in any event be sold, transferred, leased, assigned or disposed of, in whole or in part, either by forced or involuntary sale, or by voluntary sale, merger, consolidation or~~

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~~otherwise, without the prior consent of the city council expressed by resolution and upon such conditions as may in said resolution be prescribed.~~

~~B. Any such transfer or assignment shall be made only by an instrument in writing, a duly executed copy of which shall be filed in the office of the city clerk within thirty (30) days after any such transfer or assignment.~~

~~C. The consent of the city council may not be arbitrarily refused; provided, however, the proposed assignee must show financial responsibility and must agree to comply with all provisions of this chapter; and provided further, that no such consent shall be required for a transfer in trust, mortgage or other hypothecation as a whole, to secure an indebtedness. (Ord. 33, 5-8-1986)~~

~~2-9-17: PROMPT COMPLIANCE:~~

~~Time shall be of the essence of any such franchise granted hereunder. The grantee shall not be relieved of his obligation to comply promptly with any of the provisions of this chapter or any franchise by any failure of the city to enforce prompt compliance. (Ord. 33, 5-8-1986)~~

~~2-9-18: CHANGES IN CITY AUTHORITIES:~~

~~Any right or power in, or duty impressed upon, any officer, employee, department or board of the city by virtue of such franchise shall be subject to transfer by the city to any other officer, employee, department or board of the city. (Ord. 33, 5-8-1986)~~

~~2-9-19: CITY LIABILITY TO GRANTEE:~~

~~The grantee shall have no recourse whatsoever against the city for any loss, cost, expense or damage arising out of any provision or requirement of this chapter or of any franchise issued hereunder or because of its enforcement. (Ord. 33, 5-8-1986)~~

~~2-9-20: CONFORMANCE TO CITY REQUIREMENTS:~~

~~The grantee shall be subject to all requirements of city ordinances, rules, regulations and specifications heretofore or hereafter enacted or established. (Ord. 33, 5-8-1986)~~

~~2-9-21: POLE USE OBLIGATIONS UNIMPAIRED:~~

~~Any such franchise granted shall not relieve the grantee of any obligation involved in obtaining~~

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~~pole space from any department of the city, utility company, or from others maintaining poles in streets. (Ord. 33, 5-8-1986)~~

~~2-9-22: FRANCHISE TO GOVERN RELATIONS:~~

~~Any franchise granted hereunder shall be in lieu of any and all other rights, privileges, powers, immunities and authorities owned, possessed, controlled or exercisable by the grantee, or any successor to any interest of the grantee, of or pertaining to the construction, operation or maintenance of any CATV system in the city; and the acceptance of any franchise hereunder shall operate, as between grantee and the city, as an abandonment of any and all of such rights, privileges, powers, immunities and authorities within the city, to the effect that, as between grantee and the city, any and all construction, operation and maintenance by any grantee of any CATV system in the city shall be, and shall be deemed and construed in all instances and respects to be, under and pursuant to said franchise, and not under or pursuant to any other right, privilege, power, immunity or authority whatsoever. (Ord. 33, 5-8-1986)~~

~~2-9-23: EMINENT DOMAIN UNIMPAIRED; ACQUISITION BY CITY:~~

~~Nothing herein shall be deemed or construed to impair or affect, in any way, to any extent, the right of the city to acquire property of the grantee, either by purchase or through the exercise of the right of eminent domain, at a fair and just value, which shall not include any amount for the franchise itself or for any of the rights or privileges granted, and nothing herein contained shall be construed to contract away or to modify or abridge, either for a term of years or in perpetuity, the city's right of eminent domain. (Ord. 33, 5-8-1986)~~

~~2-9-24: CODE PROVISIONS; PREDOMINANCE; ACCEPTANCE BY GRANTEE:~~

~~There is reserved to the city every right and power which is required to be herein reserved or provided by any chapter of this code and the grantee, by its acceptance of any franchise, agrees to be bound thereby and to comply with any action or requirements of the city in its exercise of such rights or power, heretofore or hereafter enacted or established. (Ord. 33, 5-8-1986)~~

~~2-9-25: AMENDMENT OF PROVISIONS:~~

~~There is reserved to the city the power to amend any section or part of this chapter in order to require additional or greater standards of construction, operation, maintenance or otherwise on the part of the grantee. (Ord. 33, 5-8-1986)~~

~~2-9-26: CITY RIGHTS AND POWERS UNIMPAIRED:~~

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~~Neither the granting of any franchise nor any provision hereof shall constitute a waiver or bar to the exercise of any governmental right or power of the city. (Ord. 33, 5-8-1986)~~

~~2-9-27: RIGHTS OF CITY COUNCIL; DISPUTES AND RESOLUTION BY CITY MANAGER:~~

~~A. The city council may do all things which are necessary and convenient in the exercise of its jurisdiction under this chapter and may, subject to judicial review, determine any question of fact which may arise during the existence of any franchise granted hereunder.~~

~~B. The city manager is hereby authorized and empowered to adjust, settle or compromise any controversy or charge arising from the operations of the grantee under this chapter on behalf of the city. (Ord. 33, 5-8-1986)~~

~~2-9-28: CABLE AND AMPLIFIER LOCATION:~~

~~A. Any wires, cable lines, conduits or other properties of the grantee to be constructed or installed in new subdivisions, or in new commercial or industrial developments, shall be installed underground or in such other manner as is approved by the city manager acting in the exercise of reasonable discretion.~~

~~B. The grantee shall not install or erect any facilities or apparatus in or on other public property, places or rights of way, or within any privately owned area within the city which has not yet become a public street but is designated or delineated as a proposed public street on any tentative subdivision map approved by the city, except those installed or erected upon public utility facilities then existing.~~

~~C. For the purpose of this section, "underground" includes a partial underground system, e.g., streamlining. Amplifiers in the grantee's transmission and distribution lines may be in appropriate housings upon the surface of the ground as approved by the city manager. (Ord. 33, 5-8-1986)~~

~~2-9-29: WORK ON PUBLIC IMPROVEMENTS:~~

~~The city reserves the right to lay, construct, erect, install, use, operate, repair, reconstruct, replace, remove, relocate, regrade, widen, realign, change the elevation of, expand or maintain any public street or any public surface or subsurface improvement, including drains, sanitary or~~

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~~storm sewers, power lines, signal lines, subways, viaducts, bridges, underpasses or overpasses owned, operated or maintained by the city, and the grantee shall, upon request by the city manager and at its expense, protect, support, temporarily or permanently disconnect, remove, relocate or reconstruct any portion of the grantee's CATV system; provided, however, that the grantee shall, in all such events, have the privilege of and be subject to the obligations associated with the abandonment of any property of the grantee in such place, as provided in this chapter. (Ord. 33, 5-8-1986)~~

~~2-9-30: FAILURE TO PERFORM:~~

~~Upon the failure of the grantee to commence, pursue or complete any work required by law or by the provisions of this chapter or by its franchise to be done in any street or other public place, within the time prescribed, and to the satisfaction of the city manager, the manager may, at his option, cause such work to be done, in which event the grantee shall pay to the city the cost thereof in the itemized amounts reported by the city manager to the grantee within thirty (30) days after receipt by the grantee of such itemized report. (Ord. 33, 5-8-1986)~~

~~2-9-31: INSPECTION RIGHT OF CITY:~~

~~At all reasonable times, the grantee shall permit any duly authorized representative of the city to examine all property of the grantee, together with any appurtenant property of the grantee situated within or without the city, and to examine and transcribe any and all maps and other records kept or maintained by the grantee or under its control which deal with the operations, affairs, transactions or property of the grantee with respect to its franchise. If any such maps or records are not kept within the city, or upon reasonable request made available within the city, and if the council determines that an examination thereof is necessary or appropriate, then all travel and maintenance expense necessarily incurred in making such examination shall be paid by the grantee. (Ord. 33, 5-8-1986)~~

~~2-9-32: REPORTS REQUESTED BY CITY:~~

~~The grantee shall prepare and furnish to the city manager at the times and in the form prescribed by the manager, such reports with respect to its operations, affairs, transactions or property as may be necessary or appropriate to the performance of any of the rights, functions or duties of the city or any of its officers in connection with the franchise. (Ord. 33, 5-8-1986)~~

~~2-9-33: EQUIPMENT:~~

~~A. Location Plans And Records; Retention By Grantee: The grantee shall at all times make and retain within the city full and complete plans and records showing the exact location of all CATV system equipment installed or in use in streets and other public places in the city.~~

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~~B. Location Maps; Annual Filing Required: The grantee shall file with the city manager on or before June 30 of each year, a current map or set of maps drawn to scale, showing all CATV system equipment installed and in place in streets and other public places within the city. (Ord. 33, 5-8-1986)~~

~~2-9-34: DURATION OF FRANCHISE; TERMINATION BY CITY:~~

~~A. No franchise granted by the city council shall be for a term longer than twenty (20) years following the date of acceptance of such franchise by the grantee or the renewal thereof.~~

~~B. Any such franchise granted hereunder may be terminated prior to its date of expiration, by the city council, in the event that the city council has found, after thirty (30) days' notice of any proposed termination and public hearing, that:~~

- ~~1. The grantee has failed to comply with any provision of this chapter or has, by act or omission, violated any term or condition of any franchise or permit issued hereunder; provided, that grantee has had sixty (60) days within which to correct the breach and has failed to do so; or~~
- ~~2. Any provision of this chapter has become invalid or unenforceable and the city council further finds that such provision constitutes a consideration material to the grant of the franchise; or~~
- ~~3. The city acquires the CATV system property of the grantee. (Ord. 33, 5-8-1986)~~

~~2-9-35: RENEWAL OF FRANCHISE:~~

~~Any franchise granted under this chapter is renewable at the application of the grantee, in the same manner and upon the same terms and conditions as required herein for obtaining the original franchise, except those which are by their terms expressly inapplicable, for a period of two (2) years and is further renewable for such additional length of time, and upon such terms and conditions as the city and grantee of the franchise may agree upon during such two (2) year period. In order to effectively exercise its option to renew the franchise, the grantee must provide written notice to the city of its intention to do so at least ninety (90) days prior to the expiration of the initial term of the franchise. (Ord. 33, 5-8-1986)~~

~~2-9-36: REMOVAL AND ABANDONMENT OF SYSTEM:~~

~~A. In the event that the use of any part of the CATV system is discontinued for any reason for a continuous period of twelve (12) months, or in the event such system or property has been installed in any street or public place without complying with the requirements of grantee's~~

New

Deleted

7/20/2016

~~franchise, or the franchise has been terminated or cancelled, or has expired, the grantee shall promptly, upon being given notice by the city, commence to remove from the streets or public places all such property of such system other than that which the city manager may permit to be abandoned in place, and shall complete such removal with a reasonable diligence thereafter.~~

~~B. In the event of such removal, the grantee shall promptly restore the street or other area from which such property has been removed to a condition satisfactory to the city manager.~~

~~C. Any property of the grantee remaining in place ninety (90) days after the termination or expiration of the franchise shall be considered permanently abandoned. The city manager may, however, extend such time as may reasonably be required by the grantee to remove said equipment, not to exceed an additional ninety (90) days, without the approval of the city council.~~

~~D. Any property of the grantee to be abandoned in place shall be abandoned in such manner as prescribed by the city manager. Upon the permanent abandonment of the property by the grantee in place, the property shall become the property of the city, and the grantee shall submit to the city manager an instrument in writing, to be approved by the city attorney, transferring to the city the ownership of such property. (Ord. 33, 5-8-1986)~~

~~2-9-37: CATV BUSINESS WITHOUT FRANCHISE:~~

~~From and after the effective date hereof, it shall be unlawful for any person to establish, operate or carry on the business of distribution to any persons in this city any television signals or radio signals by means of a CATV system unless a franchise therefor has first been obtained, and unless such franchise is in full force and effect. (Ord. 33, 5-8-1986)~~

~~2-9-38: CATV SYSTEM CONSTRUCTION WITHOUT FRANCHISE:~~

~~From and after the effective date hereof, it shall be unlawful for any person to construct, install or maintain in any public street in the city, or within any other public property of the city, or within any privately owned area within the city which has not yet become a public street but is designated or delineated as a proposed public street or any tentative subdivision map approved by the city, any equipment or facilities for distributing any television signals or radio signals through a CATV system, unless a franchise authorizing such use of such street, property or area has first been obtained and unless such franchise is in full force and effect. (Ord. 33, 5-8-1986)~~

~~2-9-39: UNAUTHORIZED CONNECTION:~~

New

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7/20/2016

~~It is unlawful for any person to make unauthorized connection, whether physically, electrically, acoustically, inductively or otherwise, with any part of a franchised CATV system within this city for the purpose of taking or receiving television signals, radio signals, pictures, programs or sound. (Ord. 33,5-8-1986)~~

~~2-9-40: CONNECTION WITHOUT PAYMENT:~~

~~It is unlawful for any person to make any unauthorized connection, whether physically, electrically, acoustically, inductively or otherwise, with any part of a franchised CATV system within this city for the purpose of enabling himself or others to receive any television signal, radio signal, picture, program or sound, without payment to the owner of the system. (Ord. 33, 5-8-1986)~~

~~2-9-41: INTERFERENCE WITH SYSTEM:~~

~~It is unlawful for any person, without the consent of the owner, to wilfully tamper with, remove or injure any cables, wires or equipment used for distribution of television signals, radio signals, pictures, programs or sound. (Ord. 33, 5-8-1986)~~

~~TITLE 2 Chapter 11 FRANCHISE AGREEMENTS AND FEES~~

~~2-11-1: TERMS AND CONDITIONS:~~

~~2-11-2: FRANCHISE REPORTING AND AUDITS:~~

~~2-11-3: INDEPENDENT AUDIT:~~

~~2-11-4: LIMITATION OF ACCEPTANCE:~~

~~2-11-1: TERMS AND CONDITIONS:~~

~~Unless another provision of this code or a provision of any agreement executed prior to April 1, 2005 provides otherwise, all businesses required by the city to have a franchise agreement will operate under the following terms and conditions:~~

~~A. Franchise fees, as set forth below, are required of any telecommunications, wireless providers, gas, electric, water or sewer service providers, except governmental public utility~~

New

Deleted

7/20/2016

~~entities. Any franchise fee owed to the city is payable not later than thirty (30) days after the end of each calendar quarter.~~

~~B. The payment of a franchise fee does not exempt a grantee from payment of any other required fee imposed by the city, including, but not limited to, the city's right of way fee, subject to any applicable limitation of law.~~

~~C. Except for wireless providers, unless another provision of this code or any agreement executed prior to April 1, 2005 provides otherwise, any grantee given a franchise with the city, will pay the city a sum equal to three percent (3%) of the gross annual receipts of the grantee through June 30, 2005. Except for wireless providers, unless another provision of any agreement executed prior to April 1, 2005 provides otherwise, effective July 1, 2005, any grantee of a franchise shall pay to the city a sum equal to four percent (4%) of the gross annual receipts of the grantee through June 30, 2007. Except for wireless providers, unless another provision of an agreement executed prior to April 1, 2005 provides otherwise, any grantee of a franchise shall pay to the city a sum equal to five percent (5%) of the gross annual receipts of the grantee. Wireless providers will pay as and for a franchise fee such fees as are authorized by Nevada Revised Statutes 354, or any other applicable provision of federal or state law.~~

~~D. A franchise agreement is not required for a governmental public utility such as the Virgin Valley water district or Overton power district number 5.~~

~~E. Any franchise agreement entered into between the city and any grantee after April 1, 2005, will be subject to the periodic increases in the franchise fee set forth herein during the pendency of the agreement. (Ord. 321, 5-10-2005)~~

~~2-11-2: FRANCHISE REPORTING AND AUDITS:~~

~~The franchisee, shall, not later than thirty (30) days after the end of each calendar quarter, provide the city manager an accurate written report, in summarized form as well as in detail, of the amount of revenue franchisee derived during that calendar quarter from the sale of telecommunication service to each of its customers located within city as required by Nevada Revised Statutes section 354.59885, along with the franchise payment due to the city for that calendar quarter. Franchisee shall, no later than thirty (30) days after the end of each calendar year, furnish to the city manager an audited financial statement outlining the total amount of gross revenues and all payments, and computations for the period covered by the payments. (Ord. 321, 5-10-2005)~~

New

Deleted

7/20/2016

~~2-11-3: INDEPENDENT AUDIT:~~

~~On an annual basis, with at least thirty (30) days' advance written notice to franchisee, the city shall have the right to conduct an independent audit of franchisee's records reasonably related to the administration or enforcement of this agreement, in accordance with generally accepted accounting principles. If the audit shows that franchisee fees have been underpaid by four percent (4%) or more, franchisee shall pay the total cost of the audit. Any determined underpayments shall be paid within thirty (30) days of the receipt of the audit. (Ord. 321, 5-10-2005)~~

~~2-11-4: LIMITATION OF ACCEPTANCE:~~

~~No acceptance of any payment shall be construed as an accord by the city that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim city may have for further or additional sums payable or for the performance of any other obligation of franchisee. (Ord. 321, 5-10-2005)~~

City of Mesquite, NV
Business Impact Statement

(NRS 237.080)

Bill No. 503 Amending Mesquite Municipal Code Title 2 Chapter 1, Section 2-1-11 Entitled, "Semiannual Gross Sales;" Section 2-1-12 Entitled "Gross Sales; Schedule of Fees;" Section 2-1-13 Entitled "Specific Fees and Regulations Enumerated; and Title 2 Chapter 2, Section 3A-17 Entitled "Unsuitable Locations;" and Title 2 By Adding a New Chapter 15, Entitled, "Public Utilities."

Upon request, a copy of the Business Impact Statement can be obtained from the Mesquite Clerk and such requests should be sent to:

Mesquite Clerk
Bill No. 503 – Business License Regulations & Fees
10 East Mesquite Blvd.
Mesquite, NV 89027

or a copy may be obtained from the following website: www.MesquiteNV.gov/Bill503

Description of the Subjects and Issues Involved: The purposes of Bill No. 503 are to add new definitions, to add new categories of business licenses, to remove archaic language, to group similar businesses into similar business categories, to amend certain license fees, to delete and replace certain language for clarity and consistency, and to consolidate regulations pertaining to public utilities into one chapter of the Mesquite Municipal Code.

1. Description of the Manner in Which Comments Regarding the Proposed Rules Were Gathered, and Summary of Those Responses:

- A. NOTICE. A draft of the prospective Bill No. 503 and notice for public hearing were mailed to individual businesses currently affected by proposed changes to the Code or to Fees. Also, the draft Bill No. 503 has been posted to the City's website, where those interested businesses can review the document and post comments. A press release was published to guide people to this site.

Staff also emailed drafts of the Chapter on Utilities to each of the utility companies. They have reviewed at least two drafts.

B. SUMMARY OF COMMENTS

Staff met with groups of Hair / Beauty Salon workers to discuss possible changes to their licensing fees, and the manner in which the fee is determined. In the

past, some inconsistency in the way the code was interpreted led to some cosmetologists paying one fee, and others a different fee. Staff proposed several different fees, as well as methods in which the fee is determined. Salon owners felt the fees were too high. And when staff compared Mesquite's fees to those of salon owners in the Las Vegas valley, ours were noticeably high. The owners also did not like charging a "per chair" fee. They wanted the salon owner to pay a base fee and then an additional fee per stylist working in the salon. They argued they don't always have as many stylists as they have chairs and that they shouldn't be penalized for having room to grow.

The proposed changes in the regulations for this type of business have addressed both of these issues.

Utilities

Originally, the City contacted POOL/PACT about the current insurance levels for utility companies working in the public right-of-way. POOL/PACT suggested raising the limits. The City proposed those new limits to the utilities and several of them raised concerns about the proposed limits, stating that the proposed limits were too high and would add too much cost. At the same time, the City switched insurance carriers. The new broker, Kaercher Insurance, reviewed the current limits and approved them, stating that the current limits are sufficient. Consequently, the insurance limits were adjusted back to the current limits. The utilities were informed of this change back. None expressed concerns with keeping the insurance coverage requirements the same.

The utilities also asked that the ordinance go into effect 30 days after passage, in order to allow time for proper implementation.

2. The Estimated Economic Effect of the Proposed Ordinance on Businesses, Including, Without Limitation, Both Adverse and Beneficial Effects, and Both Direct and Indirect Effects:

- A. Adverse Effects: Some classes of business will see their license fees go up due to a raise in the flat fee or the manner in which it is calculated. Some utilities will see their license fees go up due to leveling the playing field so all are paying the same fee.
- B. Beneficial Effects on Business: Most affected businesses would see their license fees go down, due to the proposed reductions in the flat rate fee. And their fees will be more consistent with similar business categories. Language in the code should be simpler and easier to understand.

Changes to utilities creates a simplified, uniform standard that all utilities can easily follow. Currently, there is an uneven playing field for the utilities performing the same function, but being licensed and billed differently.

- C. Direct Effects: Currently, there are only a few wireless carriers who voluntarily pay a fee. This ordinance would ensure that all wireless carriers pay the fee. The ordinance would also ensure that similar businesses pay the same fee.

D. Indirect Effects:

- 3. The following constitutes a description of the methods the local government considered to reduce the impact of the proposed ordinance on businesses and a statement regarding whether any, and if so which, of these methods were used: (include whether the following was considered: simplifying the proposed rule; establishing different standards of compliance for a business; and if applicable, modifying a fee or fine set forth in the rule so that business would pay a lower fee or fine).**

A. Simplifying Proposed Rule.

This is the reason for this proposed amendment. The current code is confusing and contradictory at points. This new section proposes to streamline and clarify exactly what is being asked of businesses.

B. Establishing Different Standards of Compliance.

Currently, similar businesses are being treated differently. This would level the playing field amongst businesses and a single simple standard for compliance.

C. Modifying a Fee Set Forth In The Rule so That Businesses Would Pay a lower fee or fine.

Many fees were lowered in the draft bill if they were seen to be significantly higher than other jurisdictions, or higher than other businesses providing the same type of product or service.

- 4. The annual estimated cost to the local government for enforcement of the proposed ordinance is as follows:**

A. It is not anticipated that the proposed rule will result in an increase in cost to the local agency.

- 5. If the proposed ordinance provides a new fee or increases an existing fee, the total annual amount the local government expects to collect:**

Approximately between \$60,000.00 and \$70,000.00



TO: Honorable Mayor and City Council

FROM: Richard Secrist, Development Services Director

DATE: October 7, 2016

SUBJECT: Consideration of the Introduction of Bill No. 503 (License Code updates) to amend Mesquite Municipal Code amending Mesquite Municipal Code Title 2, Chapter 1, Section 2-1-11 entitled, "Semiannual Gross Sales;" Section 2-1-12 entitled "Gross Sales; Schedule of Fees;" Section 2-1-13 entitled "Specific Fees and Regulations Enumerated; and Title 2 Chapter 2, Section 3A-17 Entitled "Unsuitable locations;" and Title 2 by adding a new Chapter 15, entitled, "Public Utilities

Recommendation

Introduce Bill No. 503 as Ordinance No. 503 and set the public hearing date for October 25, 2016 at 5:00 p.m.

Background

In 2015, an audit was conducted of all business licenses. It showed there were several businesses that may be licensed incorrectly and promoted questions regarding the Mesquite Municipal Code's clarity and consistency. After reviewing the code, Staff discovered there were some archaic language categories, as well as inconsistencies. As a result, Staff reviewed neighboring jurisdictions licensing codes and proposed changes in the code to the City Council.

Key Facts

- There are several similar companies that are paying the City different licensing amounts or are using different fee structures.
- It is in the best interest of the City to treat each business entity fairly and equally.
- State law prohibits local governments from requiring a franchise agreement from cable companies. The City has a portion of its code dedicated to local cable franchise agreements. This section should be deleted.

Analysis

Bill 503 proposes to make changes to the Business License Title of the Mesquite Municipal Code. It seeks to do the following:

- Eliminate archaic language.
- Clarify several poorly worded sections.

- Establish equitable requirements amongst similar businesses.

Businesses Directly Impacted

Doctor/Dentist offices: While conducting the audit, it was revealed there are some doctor's offices with both a physician and a gross sales license and some with only a physician license. Currently, in the city code Physician/Surgeon has a category but clinic is also on the gross sales licenses. However, there were no similarities between the businesses with both licenses, leading staff to believe it was a result of the on-duty clerk's decision-making process.

In order to avoid this issue in the future, staff is proposing amending the MMC so that if one professional, Dentist, Physician or likewise, is operating an establishment there will be one physician/dentist license issued to the business. However, if two or more professionals operate or work in an establishment the business will have the initial physician license plus the clinic gross sales license. The additional physicians will not be required to obtain their own City of Mesquite business license.

Insurance Agencies/Law Firms

Under the proposed changes, insurance agencies and law firms would operate under an umbrella license for their companies. For Insurance Agencies, the license fee would be \$200 for the first agent and \$100 for every agent after the first within the establishment. Law Firms, a new proposed category, would have a license fee of \$300 for the first attorney and \$100 for every attorney after the first.

By having an umbrella license, this eliminates the need for each agent/attorney to become licensed within the City of Mesquite.

Cosmetological Establishments

Staff organized meetings with local salon owners to discuss how it would be best to license the group. Currently, the MCC code reads all hairdressers, aestheticians, etc. must be licensed, whether connected with a salon or working independently. However, there is some argument among salons that it depends on whether the cosmetologists have a booth rent or if they are paid commission which deems their need for a license. As a result, there are some salons where all cosmetologists are individually licensed and some where no one in the salon is licensed.

In order to avoid mingling in how the salons are operated, staff looked to alternate licensing options.

Originally, staff contemplated going to a chair fee, creating fairness across all salons. However, salon owners voiced their displeasure because some chairs may not be used in the establishment.

In the end, staff is proposing that the salon's license fees be based off of the number of cosmetologists working inside the salon. Currently, the fee for a cosmetological establishment is \$100. Each individual cosmetologist is supposed to have their own business license with an annual fee of \$70.

Under the new proposed structure, the salon fee would stay \$100. In lieu of having each individual become licensed as well, the salon would have an umbrella license, with a fee of \$25 per licensed cosmetologist after the first. Salon owners may choose to collect the \$25 license fee from each cosmetologist or not, that is up to them.

This would go for all salons in the City of Mesquite. This eliminates any unfairness and allows salons to operate how they wish without their or the cosmetologist's license fees going up.

Misc. Service Business

Currently, in the MMC there are two miscellaneous categories – Miscellaneous Service Business and Business Not Covered. Both categories have different fees. As a result, there are similar businesses, i.e. consultants, licensed under the Miscellaneous Service Business with a \$100 license fee instead of the Consultant category, which has a license fee of \$150 annually. Staff is recommending the Miscellaneous Service Business Category be removed, leaving only Business Not Covered. However, additional categories were added to cover service businesses. For example, Property Maintenance will cover cleaning businesses, lawn care, handymen and other like occupations.

Public Utilities

There are several sections of the code regulating public utilities. Some of them are even in direct conflict with state law. Consequently, staff recommends consolidating the sections of the code that regulate public utilities into a single section, delete language that is in conflict with state law and update the code to eliminate inconsistencies between similar types of businesses.

Each of the utilities have been contacted and have provided feedback. In particular, the utilities had comments about the insurance levels. At this beginning of this process, staff contacted POOL/PACT about the current insurance levels for utility companies working in the public right-of-way. POOL/PACT suggested raising the limits. The City proposed those new limits to the utilities and several of them raised concerns about the proposed limits, stating that the proposed limits were too high and would add too much cost. At the same time, the City switched insurance carriers. The new broker, Kaercher Insurance, reviewed the current limits and approved them, stating that the current limits are sufficient. Consequently, the insurance limits were adjusted back to the current limits. The utilities were informed of this change back. None expressed concerns with keeping the insurance coverage requirements the same.

The utilities also asked that the ordinance go into effect 30 days after passage, in order to allow time for proper implementation.

Previous Council Action

None.

“Dear City of Mesquite,

I received notice of upcoming increase of annual licensing fee...and just have the following comments.

I am owner of my business Shelwell LLC which is a home based nutrition business since 2003. I am certainly not in favor of a \$50 increase to the already \$100 City of Mesquite business licensing fee. With this increase, it will put me at \$500 per year for my State of NV business license (\$200) and annual listing fee (\$150.)

As I mentioned, I am a home based nutrition business... a small operation that is not getting pummeled with new credit card transaction fees, postage increases, product increases, tax increases, and now licensing fee increases. I can certainly understand why small businesses are being squeezed out...it is truly unfair the cost of doing business in year 2016.

I would appreciate and welcome Shelwell LLC to remain at the \$100 per year licensing fee for the City of Mesquite.”

- Misc Service Business

“To the recent letter I received of Proposed Amendment to the City of Mesquite Business License Ordinance, I would like to provide feedback regarding the proposed amendment Section 2-1-13 to raise the business license fees in Mesquite but am unable to attend the city council meeting. I hope you would be able to pass this along to the appropriate person.

As a small business person and owner of Beacon Inspection Services LLC, I oppose the proposed business license fee increase.

To increase the business license fee by 33% is extreme at best. Clearly the change is intended to streamline the system but also to raise more revenue for the City. However, in my case, it will result in a overall loss of revenue for them because I could not find it economically feasible to renew the license at a higher rate. Not only would the City loose future license fees but when my family, friends and colleagues and I are in Mesquite we spend money at businesses such as gas stations, restaurants and casinos. That revenue would be lost to those businesses as well. Our trips from Las Vegas to your city would be greatly curtailed if not motivated by business activity.

Thank you for your consideration. I enjoy being of service to the people and businesses in your city as well as those who are moving there to call it home and hope to be able to continue doing so for a long time.”

- Misc. Service Business

“The argument was over whether the individual was being paid commission, which is how most of the salons run here.

To make it fair I believe that, this is still how it should be. Just like all the realtors in town. They each have to have their own license because they are responsible for themselves even though they work for a certain company.

Making the salon itself pay for someone who works in their salon when they are not technically air employees again, isn't t fair.”

- Regarding a hair salon license.

“We would discontinue the license if it goes up. He uses it more as a hobby.”

- Regarding a Miscellaneous Service Business license.

Licensing in other jurisdictions

Insurance agents:

Henderson: For first agent, broker or insurance adjuster the fee is \$75 semiannually. For each additional agent, broker or insurance adjuster the fee is \$50 semiannually

Las Vegas: The first professional pays \$200 plus \$150 annually for additional professional in the businesses.

Clark County: Insurance Agent: \$200 Insurance Broker: \$300 Insurance Adjuster \$200

Mesquite Proposed: \$200 for first professional, \$100 for each additional professional annually.

Law Firm:

Henderson: \$100 semiannually for the first professional and \$75 semiannually for each additional professional.

Las Vegas: The first professional pays \$200 plus \$150 annually for additional professional in the businesses.

Clark County: \$300 per professional annually

Mesquite Proposed : \$300 for first professional, \$100 for each additional professional annually.

Dentists/Doctor

Henderson: \$100 semiannually for the first professional plus \$75 for each additional professional

Las Vegas: The first professional pays \$200 plus \$150 annually for additional professional in the businesses. (Hospitals- Gross Sales)

Clark County: \$300 per professional annually

Mesquite Proposed: \$300 for the first professional and a gross sales license for the establishment if two or more professionals work within one establishment.

Cosmetological Establishment

Henderson: for First barber or cosmetologist the fee is \$50 semiannually then each additional barber or cosmetologist is \$25 semiannually.

Las Vegas: \$50 per chair annually.

Clark County: Barbershop - \$35 per chair, manicurist or shoe shine semi annually.

Mesquite Proposed: Annually, \$100 for the establishment/first cosmetologist, \$25 for each additional cosmetologist

Property Maintenance

Henderson: \$75 semiannually

Las Vegas: \$200 annually.

Clark County (Janitorial): \$150 annually.

Mesquite Proposed: \$100 annually

Tattoo:

Henderson: Gross sales- semi annual

Las Vegas: \$500 annually

Clark County: \$350 annually for Tattoo and Body Piercing /\$150 for Tattoo only

Mesquite Proposed: \$150 annually. Plus separate license for Body Piercing, \$150 annually.

BILL NO. 503
ORDINANCE NO. 503

CONSIDERATION OF APPROVAL OF BILL #503, AN ORDINANCE AMENDING TITLE 2 OF THE MESQUITE MUNICIPAL CODE ENTITLED “BUSINESS LICENSE REGULATIONS” BY AMENDING MESQUITE MUNICIPAL CODE TITLE 2 CHAPTER 1, SECTION 2-1-11 ENTITLED, “SEMIANNUAL GROSS SALES;” SECTION 2-1-12 ENTITLED “GROSS SALES; SCHEDULE OF FEES;” SECTION 2-1-13 ENTITLED “SPECIFIC FEES AND REGULATIONS ENUMERATED; AND TITLE 2 CHAPTER 2, SECTION 3A-17 ENTITLED “UNSUITABLE LOCATIONS;” AND TITLE 2 BY ADDING A NEW CHAPTER 15, ENTITLED, “PUBLIC UTILITIES;” AND OTHER MATTERS PROPERLY RELATED THERETO.

WHEREAS, the City of Mesquite is a growing community;

WHEREAS, Nevada Revised Statutes 266.355 grants the City the authority and power to regulate and impose a license fee on professions, trades, and businesses;

WHEREAS, it is reasonable and appropriate for the City of Mesquite to review and revise business license provisions;

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

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MESQUITE AS FOLLOWS:

SECTION 1: Chapter 1, of Title 2 of the Municipal Code of the City of Mesquite, Nevada is hereby amended as set forth in Appendix A:

SECTION 2: Chapter 3 ARTICLE A, of Title 2 of the Municipal Code of the City of Mesquite, Nevada is hereby amended as set forth in Appendix B:

SECTION 3: Title 2 of the Municipal Code of the City of Mesquite, Nevada is hereby amended by adding a new Chapter 15, entitled, “Public Utilities,” as set forth in Appendix C.

SECTION 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5. The City Clerk is instructed and authorized to publish the title to this ordinance as provided by law.

SECTION 6. This ordinance shall become effective upon passage, approval and publication.

SECTION 7. 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 8. 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 9. The City Council finds that this ordinance is not likely to impose a direct and significant economic burden upon a business or directly restrict the formation, operation or expansion of a business, or is otherwise exempt from Nevada Revised Statutes Chapter 237.

ADOPTED THIS ____ DAY OF _____, 2016

AYES: NAYS:

Abstentions:

By: _____ Allan
Littman, Mayor

ATTEST: By: _____
Tracy Beck, Deputy City Clerk

Approved as to Form and Legality:

By: _____
Robert Sweetin, City Attorney

Publication Date:

Effective Date:



City Council Agenda Item Report

Submitted by: Tracy Beck
Submitting Department: Police Department
Meeting Date: October 11, 2016

Subject:

Introduction of Bill 506 as Ordinance 506 amending Mesquite Municipal Code TITLE 6: MOTOR VEHICLES AND TRAFFIC; Chapter 6 Electric Low Speed Vehicles section 6-6-8: ENFORCEMENT; Chapter 7 Off Highway Vehicle Use Operation section 6-7-2 DEFINITIONS; section 6-7-3 OPERATOR REQUIREMENTS; section 6-7-5: GENERAL RULES AND REGULATION; section 6-7-6: DESIGNATED ROUTES AND TRAILS; and the creation of Chapter 8 Golf Cart Use and Operation sections 1 through 7.

- Discussion and Possible Action

Recommendation:

Introduce Bill 506 as Ordinance 506 amending of the Mesquite Municipal Code TITLE 6: MOTOR VEHICLES AND TRAFFIC; Chapter 6 Electric Low Speed Vehicles section 6-6-8: ENFORCEMENT; Chapter 7 Off Highway Vehicle Use Operation section 6-7-2 DEFINITIONS; section 6-7-3 OPERATOR REQUIREMENTS; section 6-7-5: GENERAL RULES AND REGULATION; section 6-7-6: DESIGNATED ROUTES AND TRAILS; the creation of Chapter 8 Golf Cart Use and Operation sections 1 through 7 and set a date for Public Hearing on Tuesday, October 25, 2016 at 5:00 PM.

Petitioner:

Chief Troy Tanner, Mesquite Police Department

Is this a budgeted item?

No

Fiscal Impact:

None

Background:

This allows Mesquite citizens to travel and have access to certain areas they cannot with the current code.

Contract Bid Expires On:

Attachments:

- [Cover Sheet](#)

- [MMC Chapter 6 - Electric Low Speed Vehicles](#)
- [MMC Chapter 7 -Off Highway Vehicle Use and Operation](#)
- [NEW - Chapter 8 Golf Cart Use and Operation](#)
- [Federal Standard LSV 571.500.pdf](#)
- [NRS_ CHAPTER 482.398 Permits for Golf Carts.pdf](#)
- [NRS_ CHAPTER 484B.637 Low-speed vehicle defined.pdf](#)
- [NRS 482.205-482.210 Vehicle Registration.pdf](#)
- [NV DMV guide-Low Speed Vehicles & Golf Carts.pdf](#)
- [Non_OHV_roads_update_Current.pdf](#)



City Council Agenda Item Report

Submitted by: Tracy Beck
Submitting Department: Police Department
Meeting Date: October 11, 2016

Subject:

Introduction of Bill 506 as Ordinance 506 amending Mesquite Municipal Code TITLE 6: MOTOR VEHICLES AND TRAFFIC; Chapter 6 Electric Low Speed Vehicles section 6-6-8: ENFORCEMENT; Chapter 7 Off Highway Vehicle Use Operation section 6-7-2 DEFINITIONS; section 6-7-3 OPERATOR REQUIREMENTS; section 6-7-5: GENERAL RULES AND REGULATION; section 6-7-6: DESIGNATED ROUTES AND TRAILS; and the creation of Chapter 8 Golf Cart Use and Operation sections 1 through 7.

- Discussion and Possible Action

Recommendation:

Introduce Bill 506 as Ordinance 506 amending of the Mesquite Municipal Code TITLE 6: MOTOR VEHICLES AND TRAFFIC; Chapter 6 Electric Low Speed Vehicles section 6-6-8: ENFORCEMENT; Chapter 7 Off Highway Vehicle Use Operation section 6-7-2 DEFINITIONS; section 6-7-3 OPERATOR REQUIREMENTS; section 6-7-5: GENERAL RULES AND REGULATION; section 6-7-6: DESIGNATED ROUTES AND TRAILS; the creation of Chapter 8 Golf Cart Use and Operation sections 1 through 7 and set a date for Public Hearing on Tuesday, October 25, 2016 at 5:00 PM.

Petitioner:

Chief Troy Tanner, Mesquite Police Department

Is this a budgeted item?

No

Fiscal Impact:

None

Background:

This allows Mesquite citizens to travel and have access to certain areas they cannot with the current code.

Contract Bid Expires On:

Attachments:

- [MMC Chapter 6 - Electric Low Speed Vehicles](#)

Chapter 6

ELECTRIC LOW SPEED VEHICLES

6-6-1: PURPOSE AND INTENT:

It is the intent of the city council to encourage the use of alternative modes of transportation, which, from an environmental standpoint, are energy efficient and have zero emissions. The city council finds that the use of low speed vehicles in the city will promote that intent. These low speed vehicles, known as neighborhood electric vehicles (NEVs), will provide economical and nonpolluting transportation for those persons who use them in the city. It is the further intent of this chapter to establish permit procedures, safety guidelines, minimum design criteria and operator restrictions for such vehicles. (Ord. 217, 3-9-1999)

6-6-2: DEFINITIONS:

The following words and phrases when used in this chapter shall have the definitions set forth in this section. Whenever any words or phrases used in this chapter are not defined herein, but are defined in the Nevada Revised Statutes or elsewhere in this code, such definitions shall apply.

LOW SPEED VEHICLE: Any four (4) wheeled electric vehicle whose top speed is twenty (20) miles per hour or greater but not greater than twenty five (25) miles per hour. This group includes neighborhood electric vehicles and speed modified golf carts, capable of a speed of twenty (20) miles per hour but not greater than twenty five (25) miles per hour.

NEIGHBORHOOD ELECTRIC VEHICLE (NEV): An emission free motor vehicle with at least four (4) wheels in contact with the ground and an unladen vehicle weight of no more than one thousand eight hundred (1,800) pounds that is designed or modified to operate at a speed of at least twenty (20) miles per hour but not greater than twenty five (25) miles per hour and is designed to carry no more than four (4) passengers.

STANDARD NUMBER 500: Federal motor vehicle standard no. 500 established by the national highway traffic safety administration, and which may be found at 49 code of federal regulations 571. (Ord. 217, 3-9-1999)

6-6-3: AUTHORIZATION TO DESIGNATE CERTAIN STREETS AND ROADS FOR USE:

The city council, by this chapter, and by resolution thereafter from time to time, may establish designated streets and roads in the city as being safe for travel by NEVs and for other low speed vehicles other than NEVs. Different and more restricted designations of streets and roads may be adopted by resolution for the operation of low speed vehicles other than NEVs. In connection with the adoption of any resolution permitting low speed vehicles other than NEVs, the city council may

establish additional conditions and restrictions different than those set forth in this chapter for the operation of NEVs. (Ord. 217, 3-9-1999)

6-6-4: SIGNAGE FOR NEVS:

The public works director is directed to post appropriate signage on the main streets of the city indicating that NEV operation is permitted on the streets and roads of the city as set forth herein. Should low speed vehicles other than NEVs be permitted to travel on certain streets and roads in the city in the future by resolution, the city council may also direct the public works director to post appropriate signage for those low speed vehicles by resolution. (Ord. 217, 3-9-1999)

6-6-5: MINIMUM DESIGN CRITERIA:

The city council finds that in consideration of the public health, safety and welfare of the residents of and visitors to the city, only NEVs meeting minimum design criteria set forth herein shall be eligible upon compliance with all other requirements of this chapter for operation on certain designated streets and roads in the city. Low speed vehicles meeting the below criteria shall be considered to be NEVs. The minimum design criteria are:

- A. The vehicle must be a self-propelled emission free vehicle.
- B. The vehicle must have a distinctive shape so as to distinguish it from traditional motor vehicles.
- C. The vehicle must have an unladen curb weight of no more than one thousand eight hundred (1,800) pounds.
- D. The vehicle must be equipped with:
 - 1. Lighting:
 - a. Headlamps: two (2) single beam;
 - b. Taillamps: two (2) red;
 - c. Stop lamps: two (2) red; and
 - d. Turn signal lamps: two (2) red or amber, front and rear.
 - 2. Either left side and right side mirrors, left side and rear view mirrors, or a multisegmented cross bar rear view mirror.

3. A parking brake.
4. A horn.
5. A safety glass windshield.
6. Combination pelvic and upper torso restraints for driver and all passengers.
7. Device to prevent unauthorized use of the vehicle.
8. Four (4) wheel hydraulic brakes.
9. Windshield wiper.

E. The vehicle is designated or modified to operate a speed of at least twenty (20) miles per hour but not greater than twenty five (25) miles per hour.

F. The vehicle is designed to carry four (4) or fewer persons, including the driver.

G. The vehicle is designed to have at least four (4) wheels in contact with the ground at all times.

H. The vehicle must comply with standard no. 500. (Ord. 217, 3-9-1999)

6-6-6: OPERATOR SAFETY CRITERIA:

The city council requires that the following NEV operator safety requirements shall be adhered to at all times:

- A. NEV operators must have a valid driver's license issued by the state of Nevada or by another state of the United States.
- B. NEV operators must meet Nevada financial responsibility and insurance requirements by obtaining liability insurance for NEVs in at least the minimum type and amount designated, and changed from time to time, by the state and must carry proof of insurance with them at all times when operating the vehicle.

C. NEV operators must maintain NEVs in a safe operating condition at all times.

- D. NEV operators may only travel on designated streets and roads in the city.
- E. NEV operators must obtain and maintain a permit and operator's decal issued by the city as set forth herein.
- F. NEV operators must obtain and maintain a permit issued by the Nevada department of motor vehicles as required by Nevada Revised Statutes section 482.398. (Ord. 217, 3-9-1999)

6-6-7: NEVS; PERMITS AND DECALS:

A city NEV owner's permit is hereby established. NEVs must meet the minimum design criteria set forth in section [6-6-4](#) of this chapter. NEV owners must meet the minimum operator safety criteria set forth in section [6-6-5](#) of this chapter. In addition, the following requirements must be satisfied prior to obtaining a city NEV permit:

- A. City NEV permits are issued by the police department under the direction of the chief of police.
- B. The NEV owner must present proof of ownership and proof of satisfaction of the minimum design criteria for such vehicles set forth herein. Proof of satisfying minimum design criteria may be in the form of a certification by a licensed Nevada NEV dealer that the vehicle meets the NEV minimum design criteria set forth herein. In the absence of such dealer certification, the NEV owner shall submit an affidavit stating the NEV meets the minimum design criteria.
- C. If satisfied that a NEV meets the minimum design criteria for NEVs set forth by this chapter, the police department shall issue a permit and decal to the NEV owner showing proof of compliance. The decal will be visibly and permanently affixed to the lower left corner of the vehicle's windshield (driver's side).
- D. The police department shall collect a permit fee of fifty dollars (\$50.00) from the NEV owner for each permit to allow the city to defray a portion of the administrative costs incurred by the city in the permit process, including, but not limited to, signage, inspection and enforcement responsibilities. When issued, the permit will be good for two (2) calendar years. The cost of the permit will not be prorated if the permit is obtained after January 1 of the first permit year.
- E. The police department shall create and issue an education and enforcement flyer to NEV owners describing the requirements of this chapter for the operation of NEVs on designated streets and roads in the city.

- F. The chief of police may revoke a permit to operate a NEV in the city if he determines that the NEV no longer meets the minimum design criteria set forth herein or when the chief of police determines that the owner or operator of the NEV is not competent to safely operate the NEV due to illness, injury or infirmity. (Ord. 217, 3-9-1999)

6-6-8: ENFORCEMENT:

~~Golf carts which are not NEVs may not operate on the streets and roads of the city, except that such vehicles may travel on and across the streets of the city if traveling on established and approved golf cart paths which are part of a golf course.~~ NEVs may only operate on designated streets and roads in the city if they are in compliance with all of the requirements of this chapter and if the owner thereof meets the requirements of this chapter. Any person operating a golf cart or NEV in violation of this chapter is guilty of a misdemeanor. (Ord. 217, 3-9-1999)

6-6-9: DESIGNATED STREETS AND ROADS IN CITY:

NEVs which comply with all of the requirements and conditions set forth herein may operate on all streets and roads in the city subject to the following requirements and exceptions:

- A. NEVs may operate on any street or road in the city where the maximum speed limit is thirty five (35) miles per hour or less.
- B. NEVs may not operate on any street or road in the city with a maximum speed of over thirty five (35) miles per hour.
- C. NEVs may not operate on Interstate 15.
- D. When traveling on a street or road with more than one travel lane in each direction, NEVs will travel in the far right travel lane except when passing another vehicle or when making a left turn.
- E. NEVs operators will comply with all state and city traffic laws applicable to motor vehicles.
- F. Owners and operators of NEVs should maintain the posted speed limit on streets and roads where the maximum speed is twenty (20) miles per hour or less. On streets and roads with a maximum

speed in excess of twenty (20) miles per hour, owners and operators of NEVs will maintain a speed of at least twenty (20) miles per hour. (Ord. 217, 3-9-1999)

Chapter 7

OFF HIGHWAY VEHICLE USE AND OPERATION

6-7-1: PURPOSE AND INTENT:

- A. The city council declares that this off highway vehicle use and operation chapter is an exercise of the regulatory powers delegated to the council by the state of Nevada pursuant to Nevada Revised Statutes 490.100, inter alia.
- B. It is the intent of this chapter to provide reasonable regulations for off highway vehicles, as defined in section [6-7-2](#) of this chapter, to operate on designated public streets, roads and/or highways for the express purpose of traveling to private or public areas that are open for use by off highway vehicles. (Ord. 415, 12-9-2008, eff. 1-1-2009)

6-7-2: DEFINITIONS:

The following words, terms, and phrases, and their derivations, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

HIGHWAY: The entire width between the boundary lines of every way maintained by a public authority when any part of such way is open to the use of the public for purposes of vehicular traffic.

OFF HIGHWAY VEHICLE (OHV): A motor vehicle that is designed primarily for off highway and all-terrain use.

A. The term includes, but is not limited to:

1. An all-terrain vehicle (including a four-wheeler);
2. An all-terrain motorcycle;
3. A dune buggy; and
4. Any motor vehicle used on public lands for the purpose of recreation.

B. The term does not include:

1. A motor vehicle designed primarily for use in water;
2. A motor vehicle that is registered by the department of motor vehicles;
3. A "low speed vehicle" as defined in Nevada Revised Statutes ~~484B.637 484.527~~ and/or section [6-6-2](#) of this title;
4. A neighborhood electric vehicle as defined in section [6-6-2](#) of this title; or
5. A golf cart ~~as defined in section 6-8-2 of this title. (Ord. 415, 12-9-2008, eff. 1-1-2009)~~

6-7-3: OPERATOR REQUIREMENTS:

- A. Except as provided in Nevada Revised Statutes 490.090(2), as may be amended or renumbered from time to time, no person shall operate an OHV on a public street, road or highway in the city of Mesquite that is not designated for use by OHVs.
- B. No person under the age of sixteen (16) shall operate an OHV on any public street, road or highway in the city of Mesquite.
- C. No person sixteen (16) years of age or older may operate an OHV on any public street, road or highway designated for OHV use in the city of Mesquite unless the person possesses:
 1. A valid motor vehicle operator's license, as provided by Nevada law; and
 2. Pursuant to Nevada Revised Statutes 490.08~~20~~, as may be amended or renumbered from time to time, a certificate of ~~operation registration~~ shall be attached to the OHV. A certificate of ~~operation registration~~ is not required for an off highway vehicle which:
 - a. Is owned and operated by:
 - (1) A federal agency;
 - (2) An agency of this state; or
 - (3) A county, incorporated city or unincorporated town in this state;
 - b. Is part of the inventory of a dealer of off highway vehicles;
 - c. Is registered or certified in another state and is located in this state for not more than ninety (90) days;
 - d. Is used solely for husbandry on private land or on public land that is leased to the owner or operator of the off highway vehicle; or

e. Is used for work conducted by or at the direction of a public or private utility.

D. Pursuant to Nevada Revised Statutes 490.110, as may be amended or renumbered from time to time, no person permitted to operate an OHV on a public street, road or highway designated for OHV use in the city of Mesquite shall travel more than two (2) miles on a paved **highway of this State (State Highway)** on an OHV to reach a private or public area that is open for use by OHVs.

E. Except as provided below, no person operating an OHV may operate the OHV on a designated public street, road, or highway for any purpose other than to travel to or from a private or public area that is open for use by OHVs. Pursuant to Nevada Revised Statutes 490.090, as may be amended or renumbered from time to time, a person may operate an off highway vehicle on a paved highway that is not otherwise designated for use by off highway vehicles:

1. If the off highway vehicle is operated on the highway for the purpose of crossing the highway, comes to a complete stop before crossing and crosses as close as practicable to perpendicular to the direction of travel on the highway;
2. If the off highway vehicle is operated on the highway for the purpose of loading or unloading the off highway vehicle onto or off of another vehicle or trailer, if the loading or unloading is as close as practicable to the place of operation of the off highway vehicle;
3. During an emergency if it is impossible or impracticable to use another vehicle or if a peace officer directs the operation of the off highway vehicle.

F. Any person convicted of a violation of this section is guilty of a misdemeanor and shall be punished by a fine of not more than one thousand dollars (\$1,000.00), or imprisonment of not more than six (6) months in jail, or by both such fine and imprisonment.

G. It is a defense to a charge under subsection C1 of this section if the person charged produces, at or before the time of trial, a driver's license that was valid at the time of his or her alleged operation. (Ord. 415, 12-9-2008, eff. 1-1-2009)

6-7-4: ADDITIONAL RESTRICTIONS REGARDING DRIVING OR OPERATING OHVS:

A. No owner or other person in the care or custody of an OHV may give another person who is under sixteen (16) years of age permission to operate an OHV on any public street, road or highway designated for OHV use in the city of Mesquite or may suffer, allow or permit such operation by a person who is under sixteen (16) years of age.

B. Any person convicted of a violation of the above provisions is guilty of a misdemeanor and shall be punished by a fine of not more than one thousand dollars (\$1,000.00), or imprisonment of not more than six (6) months in jail, or by both such fine and imprisonment.

C. Mistake of age shall not be a defense to a charge under this section. (Ord. 415, 12-9-2008, eff. 1-1-2009)

6-7-5: GENERAL RULES AND REGULATIONS:

~~A. Helmets Required: Helmets shall be required by all operators and passengers of any OHV.~~

~~B. Maximum Speed Limit: There shall be a maximum speed limit for the operation of every OHV of twenty (20) miles per hour (mph) within the city limits when:~~

- ~~1. The OHV is within five hundred feet (500') of any residential home or neighborhood, that distance being measured from the OHV to the nearest point of the lot or parcel of such home or neighborhood; or~~
- ~~2. The OHV is being operated on any designated public street, road or highway.~~

~~C. Number Of Occupants Allowed: There shall be no more than the approved number of occupants per vehicle design riding the OHV and in any case there shall be no more than two (2) occupants, including any operator and passenger, unless the OHV is expressly designed to seat more than two (2) occupants and is capable of seating more than two (2) occupants.~~

~~D. Required Equipment:~~

- ~~1. Pursuant to Nevada Revised Statutes 490.120, as may be amended or renumbered from time to time, a person shall not operate an off highway vehicle on any designated public streets, roads, and/or highways of the city, unless the off highway vehicle has:~~
 - ~~a. At least one headlamp that illuminates objects at least five hundred feet (500') ahead of the vehicle;~~
 - ~~b. At least one taillamp that is visible from at least five hundred feet (500') behind the vehicle;~~
 - ~~c. At least one red reflector on the rear of the vehicle, unless the taillamp is red and reflective;~~

~~d. A stop lamp on the rear of the vehicle; and~~

~~e. A muffler which is in working order and which is in constant operation when the vehicle is running.~~

~~2. Lighting equipment on OHVs (e.g., headlamps) shall be "on" during operation.~~

~~E. Hours Of Operation: Operation of any OHV covered under this chapter shall only occur during the following hours: Between one hour before sunrise and one hour after sunset.~~

~~A.F.~~ Unattended OHVs Prohibited: No person shall leave or allow any OHV owned or operated by him/herself to remain unattended on any public highway or public property while the motor is running or with the starting key left in the ignition.

~~B.G.~~ Traffic Laws Applicable: To the fullest extent practicable, the traffic laws of the state of Nevada, as set forth in the Nevada Revised Statutes, and of the city of Mesquite, as set forth in this code, are hereby made applicable to the operation of OHVs under this chapter on any designated public streets, roads, and/or highways of the city.

~~C.H.~~ Violation, Penalty: Any person convicted of a violation of any of the above rules and regulations is guilty of a misdemeanor and shall be punished by a fine of not more than one thousand dollars (\$1,000.00), or imprisonment of not more than six (6) months in jail, or by both such fine and imprisonment. (Ord. 415, 12-9-2008, eff. 1-1-2009)

6-7-6: DESIGNATED ROUTES AND TRAILS:

A. OHVs shall be used and operated within the city of Mesquite only over such public streets, roads, or highways that are designated by resolution of the city council as open to such OHV use and operation. All streets, roads, or highways that are not open for OHV use in the city of Mesquite shall be posted with signs indicating that OHV use is not permitted. The city of Mesquite will have authority to post signs establishing a designated crossing route over a street, road, or highway that is not open for OHV use, ~~Further, to the fullest extent possible, OHVs shall be operated only on the outer four feet (4') of designated public streets, roads or highways within Mesquite city limits~~ and shall not be operated on sidewalks or marked trails unless posted sign(s) indicate otherwise.

B. Signage concerning permitted and/or non-permitted OHV travel on streets, roads, or highways in the city of Mesquite will be provided, but neither signage nor the designation

of streets, roads, or highways for OHV travel assures the safety of any operators, passengers or users of the designated streets, roads, or highways.

- C. The city council shall adopt by resolution an "off highway vehicle/**golf carts** travel map" which shows where OHV use is not permitted under this chapter. (Ord. 415, 12-9-2008, eff. 1-1-2009)

6-7-7: PARENT/ADULT RESPONSIBILITY:

- A. In addition to any juvenile culpability which may be imposed due to violations of this chapter, the responsibility for complying with the provisions of this chapter shall rest upon the adult owner or custodian of any OHV or the head of household where any OHV is kept, whether or not ownership of the OHV is claimed by any other person residing in said household. A husband or wife, or two (2) or more adults living together, may jointly or separately be charged as heads of the household where an OHV is kept.
- B. If the true owner of an OHV is of such minor age as to prohibit the minor from being required to answer in court, the parent or guardian of such minor may be required to appear and assume full responsibility for the actions or omissions of the minor. The age of the minor is no defense to a violation of the provisions of this chapter, and the parent, guardian, owner/custodian of the OHV or the head of the household of where the OHV is kept may be held responsible for the actions or omissions of a minor's violation of this chapter. (Ord. 415, 12-9-2008, eff. 1-1-2009)

Chapter 8

GOLF CART USE AND OPERATION

6-8-1: PURPOSE AND INTENT:

- A. The city council declares that this golf cart use and operation chapter is an exercise of the regulatory powers delegated to the council by the state of Nevada pursuant to Nevada Revised Statutes 482.398, inter alia.
- B. It is the intent of this chapter to provide reasonable regulations for golf carts, as defined in section [6-8-2](#) of this chapter, to operate on designated public streets, roads and/or highways for the express purpose of traveling the route of access between a golf course and the residence or temporary abode of the owner or operator of the golf cart.

6-8-2: DEFINITIONS:

The following words, terms, and phrases, and their derivations, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

HIGHWAY: The entire width between the boundary lines of every way maintained by a public authority when any part of such way is open to the use of the public for purposes of vehicular traffic.

GOLF CART: A motor vehicle that has no fewer than three wheels in contact with the ground; and is designed to carry golf equipment and no more than four persons, including the driver.

A. The term includes, but is not limited to:

1. Golf Cart

B. The term does not include:

1. A motor vehicle designed primarily for use in water;

2. A motor vehicle that is registered by the department of motor vehicles;
3. A "low speed vehicle" as defined in Nevada Revised Statutes 484B.637 and/or section [6-6-2](#) of this title;
4. A neighborhood electric vehicle as defined in section [6-6-2](#) of this title; or

6-8-3: OPERATOR REQUIREMENTS:

- A. Except as provided in Nevada Revised Statutes 482.398(3), as may be amended or renumbered from time to time, no person shall operate an a golf cart on a public street, road or highway in the city of Mesquite that is not designated for use by golf carts.
- B. No person under the age of sixteen (16) shall operate a golf cart on any public street, road or highway in the city of Mesquite.
- C. No person sixteen (16) years of age or older may operate a golf cart on any public street, road or highway designated for golf cart use in the city of Mesquite unless the person possesses:
 1. A valid motor vehicle operator's license, as provided by Nevada law; and
- D. Except as provided in Nevada Revised Statutes 482.398(3), as may be amended or renumbered from time to time, no person shall operate a golf cart on a public street, road or highway in the city of Mesquite after daylight hours.
- E. Any person convicted of a violation of this section is guilty of a misdemeanor and shall be punished by a fine of not more than one thousand dollars (\$1,000.00), or imprisonment of not more than six (6) months in jail, or by both such fine and imprisonment.
- F. It is a defense to a charge under subsection C1 of this section if the person charged produces, at or before the time of trial, a driver's license that was valid at the time of his or her alleged operation.

6-8-4: ADDITIONAL RESTRICTIONS REGARDING DRIVING OR OPERATING OHVS:

- A. No owner or other person in the care or custody of a golf cart may give another person who is under sixteen (16) years of age permission to operate a golf cart on any public street, road or highway designated for golf cart use in the city of Mesquite or may suffer, allow or permit such operation by a person who is under sixteen (16) years of age.
- B. Any person convicted of a violation of the above provisions is guilty of a misdemeanor and shall be punished by a fine of not more than one thousand dollars (\$1,000.00), or imprisonment of not more than six (6) months in jail, or by both such fine and imprisonment.
- C. Mistake of age shall not be a defense to a charge under this section

6-8-5: GENERAL RULES AND REGULATIONS:

A. Required Equipment:

1. Pursuant to Nevada Revised Statutes 482.398(3), as may be amended or renumbered from time to time, a person shall not operate a golf cart on any designated public streets, roads, and/or highways of the city, unless the golf cart has:

a. An emblem or placard for slow moving vehicles

B. Traffic Laws Applicable: To the fullest extent practicable, the traffic laws of the state of Nevada, as set forth in the Nevada Revised Statutes, and of the city of Mesquite, as set forth in this code, are hereby made applicable to the operation of a golf cart under this chapter on any designated public streets, roads, and/or highways of the city.

C. Violation, Penalty: Any person convicted of a violation of any of the above rules and regulations is guilty of a misdemeanor and shall be punished by a fine of not more than one thousand dollars (\$1,000.00), or imprisonment of not more than six (6) months in jail, or by both such fine and imprisonment.

6-8-6: DESIGNATED ROUTES AND TRAILS:

A. Golf carts shall be used and operated within the city of Mesquite only over such public streets, roads, or highways that are designated by resolution of the city council as open to such golf cart use and operation. All streets, roads, or highways that are not open for golf cart use in the city of Mesquite shall be posted with signs indicating that golf cart use is not permitted. The city of Mesquite will have authority to post signs establishing a designated crossing route over a street, road, or highway that is not open for golf cart

use, Further, to the fullest extent possible, golf carts shall not be operated on sidewalks or marked trails unless posted sign(s) indicate otherwise.

- B. Signage concerning permitted and/or non-permitted golf cart travel on streets, roads, or highways in the city of Mesquite will be provided, but neither signage nor the designation of streets, roads, or highways for golf cart travel assures the safety of any operators, passengers or users of the designated streets, roads, or highways.
- C. The city council shall adopt by resolution an "off highway vehicle/golf cart travel map" which shows where golf cart use is not permitted under this chapter. (Ord. 415, 12-9-2008, eff. 1-1-2009)

6-8-7: PARENT/ADULT RESPONSIBILITY:

- A. In addition to any juvenile culpability which may be imposed due to violations of this chapter, the responsibility for complying with the provisions of this chapter shall rest upon the adult owner or custodian of any golf cart or the head of household where any golf cart is kept, whether or not ownership of the golf cart is claimed by any other person residing in said household. A husband or wife, or two (2) or more adults living together, may jointly or separately be charged as heads of the household where an golf cart is kept.
- B. If the true owner of a golf cart is of such minor age as to prohibit the minor from being required to answer in court, the parent or guardian of such minor may be required to appear and assume full responsibility for the actions or omissions of the minor. The age of the minor is no defense to a violation of the provisions of this chapter, and the parent, guardian, owner/custodian of the golf cart or the head of the household of where the golf cart is kept may be held responsible for the actions or omissions of a minor's violation of this chapter

◆ **571.500 Standard No. 500; Low-speed vehicles.**

S1. *Scope.* This standard specifies requirements for low-speed vehicles.

S2. *Purpose.* The purpose of this standard is to ensure that low-speed vehicles operated on the public streets, roads, and highways are equipped with the minimum motor vehicle equipment appropriate for motor vehicle safety.

S3. *Applicability.* This standard applies to low-speed vehicles.

S4. (Reserved.)

S5. *Requirements.*

(a) When tested in accordance with test conditions in S6 and test procedures in S7, the maximum speed attainable in 1.6 km (1 mile) by each low-speed vehicle shall not more than 40 kilometers per hour (25 miles per hour).

(b) Each low-speed vehicle shall be equipped with:

(1) headlamps,

(2) front and rear turn signal lamps,

(3) taillamps,

(4) stop lamps,

(5) reflex reflectors: one red on each side as far to the rear as practicable, and one red on the rear,

(6) an exterior mirror mounted on the driver's side of the vehicle and either an exterior mirror mounted on the passenger's side of the vehicle or an interior mirror,

(7) a parking brake,

(8) a windshield of AS-1 or AS-5 composition, that conforms to the American National Standard Institute's "Safety Code for Safety Glazing Materials for Glazing Motor Vehicles Operating on Land Highways," Z-26.1-1977, January 28, 1977, as supplemented by Z26.1a, July 3, 1980 (incorporated by reference; see 49 CFR 571.5).

(9) a VIN that conforms to the requirements of part 565 Vehicle Identification Number of this chapter, and

(10) a Type 1 or Type 2 seat belt assembly conforming to Sec. 571.209 of this part, Federal Motor Vehicle Safety Standard No. 209, Seat belt assemblies, installed at each designated seating position.

PERMITS FOR GOLF CARTS**NRS 482.398 Issuance in county whose population is 700,000 or more; conditions under which permit not necessary.**

1. In a county whose population is 700,000 or more, a permit for the operation of a golf cart may be issued by the Department if the golf cart is equipped as required by subsection 2 and evidence of insurance as required for the registration of a motor vehicle is submitted when application for the permit is made.

2. A golf cart must have the following equipment:

- (a) Headlamps;
- (b) Tail lamps, reflectors, stop lamps and an emblem or placard for slow moving vehicles;
- (c) A mirror; and
- (d) Brakes.

Each of these items of equipment must meet the standards prescribed for motor vehicles generally.

3. A permit is not required for the operation of a golf cart during daylight, by a person holding a current driver's license, if the golf cart is:

- (a) Equipped with an emblem or placard for slow moving vehicles; and
- (b) Operated solely upon that portion of a highway designated by the appropriate city or county as a:
 - (1) Crossing for golf carts; or
 - (2) Route of access between a golf course and the residence or temporary abode of the owner or operator of the golf cart.

(Added to NRS by [1991, 2329](#); A [1993, 2481](#); [1995, 2731](#); [2011, 1288](#))

NRS 484B.637 “Low-speed vehicle” defined; highways upon which low-speed vehicles may be operated; exception.

1. As used in this section, “low-speed vehicle” means a motor vehicle:
 - (a) That is 4-wheeled;
 - (b) The speed of which that is attainable in 1 mile is more than 20 miles per hour and not more than 25 miles per hour on a paved level surface;
 - (c) The gross vehicle weight rating of which is less than 3,000 pounds; and
 - (d) That complies with the standards for safety of such a vehicle set forth in Federal Motor Safety Standard No. 500 at 49 C.F.R. § 571.500.
2. If registered, a low-speed vehicle may be operated upon a highway where the posted speed limit is 35 miles per hour or less. A person shall not operate a low-speed vehicle upon a highway where the posted speed limit is greater than 35 miles per hour, except to cross such a highway at an intersection.
(Added to NRS by [1999, 2572](#); A [2011, 5](#)) — (Substituted in revision for NRS 484.527)

REGISTRATION; TITLING; REGULAR LICENSE PLATES

NRS 482.205 Registration required for certain vehicles. Except as otherwise provided in this chapter and [NRS 706.188](#), every owner of a motor vehicle, trailer or semitrailer intended to be operated upon any highway in this State shall, before the motor vehicle, trailer or semitrailer can be operated, apply to the Department or a registered dealer for and obtain the registration thereof. [Part 6:202:1931; A 1941, 51; 1949, 511; 1953, 52]—(NRS A 1963, 1276; [1995, 1861; 2009, 390](#))

NRS 482.206 Periods of registration for vehicles; exceptions. [Effective until the earlier of January 1, 2017, or the date on which the Director of the Department of Motor Vehicles notifies the Governor and the Director of the Legislative Counsel Bureau that sufficient resources are available to enable the Department to carry out the provisions of chapter 326, Statutes of Nevada 2015, at page 1745.]

1. Except as otherwise provided in this section and [NRS 482.2065](#), every motor vehicle, except for a motor vehicle that is registered pursuant to the provisions of [NRS 706.801](#) to [706.861](#), inclusive, and except for a full trailer or semitrailer that is registered pursuant to subsection 3 of [NRS 482.483](#), must be registered for a period of 12 consecutive months beginning the day after the first registration by the owner in this State.

2. Except as otherwise provided in subsection 7 and [NRS 482.2065](#), every vehicle registered by an agent of the Department or a registered dealer must be registered for 12 consecutive months beginning the first day of the month after the first registration by the owner in this State.

3. Except as otherwise provided in subsection 7 and [NRS 482.2065](#), a vehicle which must be registered through the Motor Carrier Division of the Department, or a motor vehicle which has a declared gross weight in excess of 26,000 pounds, must be registered for a period of 12 consecutive months beginning on the date established by the Department by regulation.

4. Upon the application of the owner of a fleet of vehicles, the Director may permit the owner to register the fleet on the basis of a calendar year.

5. Except as otherwise provided in subsections 6 and 7, when the registration of any vehicle is transferred pursuant to [NRS 482.399](#), the expiration date of each regular license plate, special license plate or substitute decal must, at the time of the transfer of registration, be advanced for a period of 12 consecutive months beginning:

(a) The first day of the month after the transfer, if the vehicle is transferred by an agent of the Department; or

(b) The day after the transfer in all other cases,

and a credit on the portion of the fee for registration and the governmental services tax attributable to the remainder of the current period of registration must be allowed pursuant to the applicable provisions of [NRS 482.399](#).

6. When the registration of any trailer that is registered for a 3-year period pursuant to [NRS 482.2065](#) is transferred pursuant to [NRS 482.399](#), the expiration date of each license plate or substitute decal must, at the time of the transfer of the registration, be advanced, if applicable pursuant to [NRS 482.2065](#), for a period of 3 consecutive years beginning:

(a) The first day of the month after the transfer, if the trailer is transferred by an agent of the Department; or

(b) The day after the transfer in all other cases,

and a credit on the portion of the fee for registration and the governmental services tax attributable to the remainder of the current period of registration must be allowed pursuant to the applicable provisions of [NRS 482.399](#).

7. A full trailer or semitrailer that is registered pursuant to subsection 3 of [NRS 482.483](#) is registered until the date the owner of the full trailer or semitrailer:

(a) Transfers the ownership of the full trailer or semitrailer; or

(b) Cancels the registration of the full trailer or semitrailer and surrenders the license plates to the Department.

(Added to NRS by [1969, 684](#); A [1971, 1553](#); [1973, 260](#); [1975, 156, 333](#); [1979, 89](#); [1983, 1618](#); [1985, 679](#); [1989, 1150, 1421](#); [1993, 1345](#); [1995, 1861](#); [1997, 567, 568, 1618](#); [2001, 308](#); [2003, 3375](#); [2007, 54](#); [2013, 2829](#))

NRS 482.206 Periods of registration for vehicles; exceptions. [Effective on the earlier of January 1, 2017, or the date on which the Director of the Department of Motor Vehicles notifies the Governor and the Director of the Legislative Counsel Bureau that sufficient resources are available to enable the Department to carry out the provisions of chapter 326, Statutes of Nevada 2015, at page 1745.]

1. Except as otherwise provided in this section and [NRS 482.2065](#), every motor vehicle, except for a motor vehicle that is registered pursuant to the provisions of [NRS 706.801](#) to [706.861](#), inclusive, and except for a full trailer or semitrailer that is registered pursuant to subsection 3 of [NRS 482.483](#) or a moped registered pursuant to [NRS 482.2155](#), must be registered for a period of 12 consecutive months beginning the day after the first registration by the owner in this State.

2. Except as otherwise provided in subsections 7 and 8 and [NRS 482.2065](#), every vehicle registered by an agent of the Department or a registered dealer must be registered for 12 consecutive months beginning the first day of the month after the first registration by the owner in this State.

3. Except as otherwise provided in subsection 7 and [NRS 482.2065](#), a vehicle which must be registered through the Motor Carrier Division of the Department, or a motor vehicle which has a declared gross weight in excess of 26,000 pounds, must be registered for a period of 12 consecutive months beginning on the date established by the Department by regulation.

4. Upon the application of the owner of a fleet of vehicles, the Director may permit the owner to register the fleet on the basis of a calendar year.

5. Except as otherwise provided in subsections 6, 7 and 8, when the registration of any vehicle is transferred pursuant to [NRS 482.399](#), the expiration date of each regular license plate, special license plate or substitute decal must, at the time of the transfer of registration, be advanced for a period of 12 consecutive months beginning:

(a) The first day of the month after the transfer, if the vehicle is transferred by an agent of the Department; or

(b) The day after the transfer in all other cases,

and a credit on the portion of the fee for registration and the governmental services tax attributable to the remainder of the current period of registration must be allowed pursuant to the applicable provisions of [NRS 482.399](#).

6. When the registration of any trailer that is registered for a 3-year period pursuant to [NRS 482.2065](#) is transferred pursuant to [NRS 482.399](#), the expiration date of each license plate or substitute decal must, at the time of the transfer of the registration, be advanced, if applicable pursuant to [NRS 482.2065](#), for a period of 3 consecutive years beginning:

(a) The first day of the month after the transfer, if the trailer is transferred by an agent of the Department; or

(b) The day after the transfer in all other cases,

and a credit on the portion of the fee for registration and the governmental services tax attributable to the remainder of the current period of registration must be allowed pursuant to the applicable provisions of [NRS 482.399](#).

7. A full trailer or semitrailer that is registered pursuant to subsection 3 of [NRS 482.483](#) is registered until the date on which the owner of the full trailer or semitrailer:

- (a) Transfers the ownership of the full trailer or semitrailer; or
- (b) Cancels the registration of the full trailer or semitrailer and surrenders the license plates to the Department.

8. A moped that is registered pursuant to [NRS 482.2155](#) is registered until the date on which the owner of the moped:

- (a) Transfers the ownership of the moped; or
- (b) Cancels the registration of the moped and surrenders the license plate to the Department.

(Added to NRS by [1969, 684](#); A [1971, 1553](#); [1973, 260](#); [1975, 156, 333](#); [1979, 89](#); [1983, 1618](#); [1985, 679](#); [1989, 1150, 1421](#); [1993, 1345](#); [1995, 1861](#); [1997, 567, 568, 1618](#); [2001, 308](#); [2003, 3375](#); [2007, 54](#); [2013, 2829](#); [2015, 1747](#), effective on the earlier of January 1, 2017, or the date on which the Director of the Department of Motor Vehicles notifies the Governor and the Director of the Legislative Counsel Bureau that sufficient resources are available to enable the Department to carry out the provisions of chapter 326, [Statutes of Nevada 2015, at page 1745](#))

NRS 482.2065 Alternate 3-year period of registration for trailers; imposition of governmental services tax; fees. [Effective through June 30, 2016.]

1. A trailer may be registered for a 3-year period as provided in this section.

2. A person who registers a trailer for a 3-year period must pay upon registration all fees and taxes that would be due during the 3-year period if he or she registered the trailer for 1 year and renewed that registration for 2 consecutive years immediately thereafter, including, without limitation:

- (a) Registration fees pursuant to [NRS 482.480](#) and [482.483](#).
- (b) A fee for each license plate issued pursuant to [NRS 482.268](#).
- (c) Fees for the initial issuance and renewal of a special license plate pursuant to [NRS 482.265](#), if applicable.
- (d) Fees for the initial issuance and renewal of a personalized prestige license plate pursuant to [NRS 482.367](#), if applicable.
- (e) Additional fees for the initial issuance and renewal of a special license plate issued pursuant to [NRS 482.3667](#) to [482.3823](#), inclusive, which are imposed to generate financial support for a particular cause or charitable organization, if applicable.
- (f) Governmental services taxes imposed pursuant to [chapter 371](#) of NRS, as provided in [NRS 482.260](#).
- (g) The applicable taxes imposed pursuant to [chapters 372, 374, 377](#) and [377A](#) of NRS.

3. As used in this section, the term "trailer" does not include a full trailer or semitrailer that is registered pursuant to subsection 3 of [NRS 482.483](#).

(Added to NRS by [2013, 2829](#); A [2015, 658, 1941](#))

NRS 482.2065 Alternate 3-year period of registration for trailers; imposition of governmental services tax; fees. [Effective July 1, 2016.]

1. A trailer may be registered for a 3-year period as provided in this section.

2. A person who registers a trailer for a 3-year period must pay upon registration all fees and taxes that would be due during the 3-year period if he or she registered the trailer for 1 year and renewed that registration for 2 consecutive years immediately thereafter, including, without limitation:

- (a) Registration fees pursuant to [NRS 482.480](#) and [482.483](#).
- (b) A fee for each license plate issued pursuant to [NRS 482.268](#).
- (c) Fees for the initial issuance, reissuance and renewal of a special license plate pursuant to [NRS 482.265](#), if applicable.
- (d) Fees for the initial issuance and renewal of a personalized prestige license plate pursuant to [NRS 482.367](#), if applicable.
- (e) Additional fees for the initial issuance and renewal of a special license plate issued pursuant to [NRS 482.3667](#) to [482.3823](#), inclusive, which are imposed to generate financial support for a particular cause or charitable organization, if applicable.
- (f) Governmental services taxes imposed pursuant to [chapter 371](#) of NRS, as provided in [NRS 482.260](#).
- (g) The applicable taxes imposed pursuant to [chapters 372, 374, 377](#) and [377A](#) of NRS.

3. A license plate issued pursuant to this section will be reissued as provided in [NRS 482.265](#) except that such reissuance will be done at the first renewal after the license plate has been issued for not less than 8 years.

4. As used in this section, the term "trailer" does not include a full trailer or semitrailer that is registered pursuant to subsection 3 of [NRS 482.483](#).

(Added to NRS by [2013, 2829](#); A [2015, 658, 1941, 2814](#), effective July 1, 2016)

NRS 482.208 Registration of leased vehicles by long-term lessor or long-term lessee. Any vehicle which is leased by a long-term lessor to a long-term lessee having a place of business or residence in this State, for use on the public highways of this State, is subject to registration in this State either by the long-term lessor or the long-term lessee.

(Added to NRS by [1965, 1472](#); A [1967, 705](#); [1989, 1422](#))

NRS 482.209 Department prohibited from charging additional fee for delinquent or late registration of vehicle owned by deployed member of military; affidavit required.

1. Notwithstanding any other provision of law, the Department shall not impose an additional fee against the owner of a vehicle for the delinquent or late registration of that vehicle if the owner was a member of the military deployed to a combat or combat supporting position at the time of the expiration of the prior registration.

2. Evidence that the owner of a vehicle was a member of the military deployed to a combat or combat supporting position at a particular time must be furnished by an affidavit executed by a person having knowledge of the fact. The affidavit must accompany the application for renewal of registration.

3. As used in this section:

(a) "Additional fee" means any fine, fee, assessment or other monetary penalty that the Department imposes or collects solely because a vehicle is registered after the date by which it is ordinarily required to be registered. The term does not include a fee or tax that would be due and payable irrespective of the registration of a vehicle being late.

(b) "Military" means the Armed Forces of the United States, a reserve component thereof or the National Guard.

(Added to NRS by [2011, 296](#))

NRS 482.210 Exemptions from registration. [Effective until the earlier of January 1, 2017, or the date on which the Director of the Department of Motor Vehicles notifies the Governor and the Director of the Legislative Counsel Bureau that sufficient resources are available to enable the Department to carry out the provisions of chapter 326, Statutes of Nevada 2015, at page 1745.]

1. The provisions of this chapter requiring the registration of certain vehicles do not apply to:
 - (a) Special mobile equipment.
 - (b) Implements of husbandry.
 - (c) Any mobile home or commercial coach subject to the provisions of [chapter 489](#) of NRS.
 - (d) Electric bicycles.
 - (e) Golf carts which are:
 - (1) Traveling upon highways properly designated by the appropriate city or county as permissible for the operation of golf carts; and
 - (2) Operating pursuant to a permit issued pursuant to this chapter.
 - (f) Mopeds.
 - (g) Towable tools or equipment as defined in [NRS 484D.055](#).
 - (h) Any motorized conveyance for a wheelchair, whose operator is a person with a disability who is unable to walk about.
 2. For the purposes of this section, “motorized conveyance for a wheelchair” means a vehicle which:
 - (a) Can carry a wheelchair;
 - (b) Is propelled by an engine which produces not more than 3 gross brake horsepower, has a displacement of not more than 50 cubic centimeters or produces not more than 2250 watts final output;
 - (c) Is designed to travel on not more than three wheels; and
 - (d) Can reach a speed of not more than 30 miles per hour on a flat surface with not more than a grade of 1 percent in any direction.
- Ê The term does not include a tractor.
- [Part 6:202:1931; A 1941, 51; 1949, 511; 1953, 52]—(NRS A 1963, 348; [1973, 470](#); [1975, 1075](#); [1979, 1223](#); [1981, 620](#); [1983, 436](#); [1991, 2330](#); [2009, 394](#); [2015, 1117](#))

NRS 482.210 Exemptions from registration. [Effective on the earlier of January 1, 2017, or the date on which the Director of the Department of Motor Vehicles notifies the Governor and the Director of the Legislative Counsel Bureau that sufficient resources are available to enable the Department to carry out the provisions of chapter 326, Statutes of Nevada 2015, at page 1745.]

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 - (d) Electric bicycles.
 - (e) Golf carts which are:
 - (1) Traveling upon highways properly designated by the appropriate city or county as permissible for the operation of golf carts; and
 - (2) Operating pursuant to a permit issued pursuant to this chapter.
 - (f) Towable tools or equipment as defined in [NRS 484D.055](#).
 - (g) Any motorized conveyance for a wheelchair, whose operator is a person with a disability who is unable to walk about.
 2. For the purposes of this section, “motorized conveyance for a wheelchair” means a vehicle which:
 - (a) Can carry a wheelchair;
 - (b) Is propelled by an engine which produces not more than 3 gross brake horsepower, has a displacement of not more than 50 cubic centimeters or produces not more than 2250 watts final output;
 - (c) Is designed to travel on not more than three wheels; and
 - (d) Can reach a speed of not more than 30 miles per hour on a flat surface with not more than a grade of 1 percent in any direction.
- Ê The term does not include a tractor.
- [Part 6:202:1931; A 1941, 51; 1949, 511; 1953, 52]—(NRS A 1963, 348; [1973, 470](#); [1975, 1075](#); [1979, 1223](#); [1981, 620](#); [1983, 436](#); [1991, 2330](#); [2009, 394](#); [2015, 1117](#), [1748](#), effective on the earlier of January 1, 2017, or the date on which the Director of the Department of Motor Vehicles notifies the Governor and the Director of the Legislative Counsel Bureau that sufficient resources are available to enable the Department to carry out the provisions of chapter 326, [Statutes of Nevada 2015, at page 1745](#))



Low Speed Vehicles & Golf Carts

Low Speed/Neighborhood Electric Vehicles

[Top ↑](#)

Low speed vehicles (LSV) are small, four-wheeled vehicles that are built to specific federal vehicle standards by licensed manufacturers. Dealers and other businesses in the industry must be licensed by the DMV. The vehicle must meet the definition below and carry a Federal Certification Safety label.

Low speed vehicles may be operated on public streets where the speed limit is no more than 35 miles per hour. The driver must possess a valid Class C or higher driver's license. A Class C driver's license with an "XM" restriction means the driver is permitted to drive a low speed vehicle only.



NRS 484B.637 "Low-speed vehicle" defined; highways upon which low-speed vehicles may be operated; exception.

1. As used in this section, "low-speed vehicle" means a motor vehicle:
 - a. That is 4-wheeled;
 - b. The speed of which that is attainable in 1 mile is more than 20 miles per hour and not more than 25 miles per hour on a paved level surface;
 - c. The gross vehicle weight rating of which is less than 3,000 pounds; and
 - d. That complies with the standards for safety of such a vehicle set forth in [Federal Motor Safety Standard No. 500 at 49 C.F.R. §571.500](#).
2. If registered, a low-speed vehicle may be operated upon a highway where the posted speed limit is 35 miles per hour or less. A person shall not operate a low-speed vehicle upon a highway where the posted speed limit is greater than 35 miles per hour, except to cross such a highway at an intersection.

Low speed vehicles are subject to the same registration requirements as other vehicles including insurance, taxes and emission inspections. They are issued standard-sized license plates.

A low speed vehicle must be inspected at a DMV VIN inspection station or by a peace officer prior to its first registration.

[Vehicle Inspection Certificate \(VP 015\)](#)

For Vehicle Identification Number Verification. Must be completed by a DMV representative, a peace officer or other authorized agent.

You must present a Nevada Evidence of Insurance card, the two forms above and all other documents required for registration. See [Vehicle Registration Requirements](#).

Low speed vehicle renewals are identical to those for other vehicles. You will receive a mailed renewal notice that indicates whether an emission inspection is required. You may use any of the normal [Renewal Options](#).

Golf Carts

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Golf carts may be operated in residential developments where the appropriate city or county government has approved their use. A DMV permit and insurance are required in certain developments in Clark County where carts are used as general transportation.

It is the responsibility of the golf cart owner to know what roads are designated as permissible for the operation of golf carts.



NRS 482.398 Issuance in county whose population is 700,000 or more; conditions under which permit not necessary.

1. In a county whose population is 700,000 or more, a permit for the operation of a golf cart may be issued by the Department if the golf cart is equipped as required by subsection 2 and evidence of insurance as required for the registration of a motor vehicle is submitted when application for the permit is made.
2. A golf cart must have the following equipment:
 - a. Headlamps;
 - b. Tail lamps, reflectors, stop lamps and an emblem or placard for slow moving vehicles;
 - c. A mirror; and
 - d. Brakes
 Each of these items of equipment must meet the standards prescribed for motor vehicles generally.
3. A permit is not required for the operation of a golf cart during daylight, by a person holding a current driver's license, if the golf cart is:
 - a. Equipped with an emblem or placard for slow moving vehicles; and
 - b. Operated solely upon that portion of a highway designated by the appropriate city or county as a:
 1. Crossing for golf carts; or
 2. Route of access between a golf course and the residence or temporary abode of the owner or operator of the golf cart.

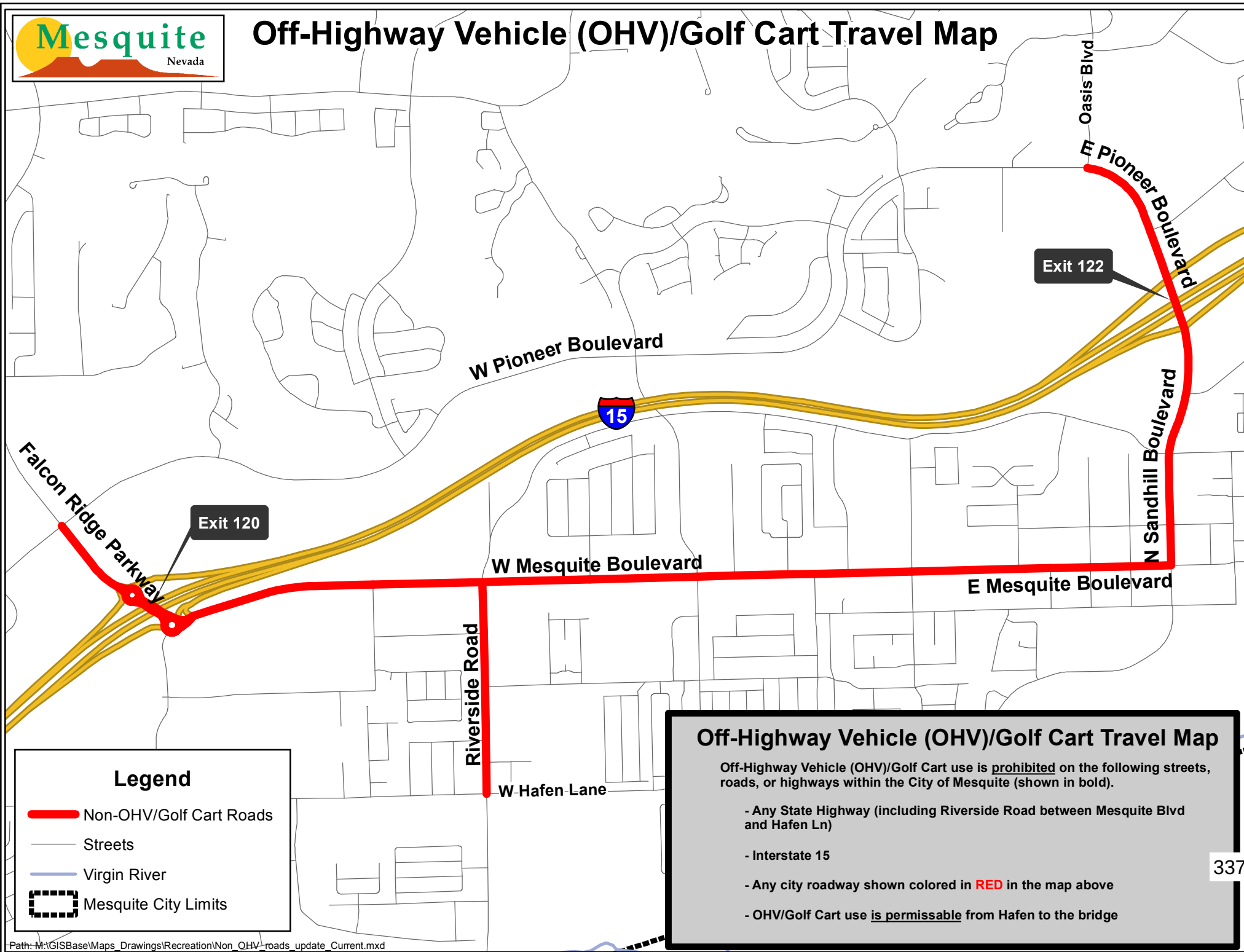
Golf carts that require permits must be inspected at a DMV VIN Inspection Station (at [Full Service Offices](#)) prior to first-time registration. Permits cost \$10.00 per year and expire on December 31st.

[Golf Cart Permit Application \(SP-16\)](#)

For carts operated on public streets in specific residential developments.

You must provide a Nevada Evidence of Insurance card at registration. Renewal notices are mailed in early December each year. You may renew by mail or in person.

Off-Highway Vehicle (OHV)/Golf Cart Travel Map





City Council Agenda Item Report

Submitted by: Tracy Beck
Submitting Department: City Manager
Meeting Date: October 11, 2016

Subject:

Public Comments

Recommendation:

Petitioner:

Andy Barton

Is this a budgeted item?

No

Fiscal Impact:

Background:

Contract Bid Expires On:

Attachments:

-



City Council Agenda Item Report

Submitted by: Tracy Beck
Submitting Department: City Manager
Meeting Date: October 11, 2016

Subject:

Adjournment

Recommendation:

Petitioner:

Andy Barton

Is this a budgeted item?

No

Fiscal Impact:

Background:

Contract Bid Expires On:

Attachments:

-