City of Las Vegas

CITY COUNCIL AGENDA

COUNCIL CHAMBERS · 400 STEWART AVENUE · PHONE 229-6011
CITY OF LAS VEGAS INTERNET ADDRESS: www.lasvegasnevada.gov
COUNCIL MEMBERS: OSCAR B. GOODMAN, MAYOR (At-Large)
COUNCILMAN GARY REESE, MAYOR PRO TEM (Ward 3)
STEVE WOLFSON (Ward 2), LOIS TARKANIAN (Ward 1), STEVEN D. ROSS (Ward 6)
RICKI Y. BARLOW (Ward 5), STAVROS S. ANTHONY (Ward 4)

Facilities are provided throughout City Hall for convenience of persons with disabilities. For meetings held in the Council Chambers, sound equipment is available for persons with hearing impairments. If you need an accommodation to attend and participate in this meeting, please call the City Clerk's office at 229-6311 and advise of your need at least 48 hours in advance of the meeting. The City's TDD number is 386-9108.

October 6, 2010

Morning Session begins at 9:00 a.m.
Afternoon Session begins at 1:00 p.m.

ALL ITEMS ON THIS AGENDA ARE SCHEDULED FOR ACTION UNLESS SPECIFICALLY NOTED OTHERWISE.

THESE PROCEEDINGS ARE BEING VIDEO RECORDED AS WELL AS PRESENTED LIVE ON KCLV, CABLE CHANNEL 2, AND ARE CLOSED CAPTIONED FOR OUR HEARING IMPAIRED VIEWERS. THE COUNCIL MEETING, AS WELL AS ALL OTHER KCLV PROGRAMMING, CAN BE VIEWED ON THE INTERNET AT www.kclv.tv. THE PROCEEDINGS WILL BE REBROADCAST ON KCLV CHANNEL 2 AND THE WEB THE WEDNESDAY OF THE MEETING AT 8:00 PM, AND ALSO ON FRIDAY AT 4:00 AM, SATURDAY AT 7:00 PM, SUNDAY AT 7:00 AM AND THE FOLLOWING MONDAY AT 1:00 PM.

DUPLICATE AUDIO CD'S AND DUPLICATE AUDIO/VIDEO DVD'S MAY BE AVAILABLE AT A COST OF $5.00 EACH THROUGH THE CITY CLERK'S OFFICE.

NOTE: CELLULAR PHONES ARE TO BE TURNED OFF DURING THE COUNCIL MEETING.

CEREMONIAL MATTERS

1. CALL TO ORDER
2. ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW
3. INVOCATION –
4. PLEDGE OF ALLEGIANCE
5. RECOGNITION OF THE CITIZEN OF THE MONTH
6. RECOGNITION OF FILIPINO AMERICAN HERITAGE MONTH
7. RECOGNITION OF DISABILITY EMPLOYMENT AWARENESS MONTH
8. RECOGNITION OF FIRE PREVENTION WEEK
9. RECOGNITION OF TOYS FOR SMILES

DRAFT

BUSINESS ITEMS - MORNING

10. Any items from the morning session that the Council, staff and/or the applicant wish to be stricken or held in abeyance to a future meeting may be brought forward and acted upon at this time

11. Approval of the Final Minutes by reference of the regular City Council meeting of September 1, 2010

CONSENT AGENDA

MATTERS LISTED ON THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE AND HAVE BEEN RECOMMENDED FOR APPROVAL BY THE SUBMITTING DEPARTMENTS. ALL ITEMS ON THE CONSENT AGENDA MAY BE APPROVED IN A SINGLE MOTION. HOWEVER, IF A COUNCIL MEMBER SO REQUESTS, ANY CONSENT ITEM MAY BE MOVED TO THE DISCUSSION PORTION OF THE AGENDA AND OTHER ACTION, INCLUDING POSTPONEMENT OR DENIAL OF THE ITEM, MAY TAKE PLACE.

ADMINISTRATIVE - CONSENT

12. ABEYANCE ITEM - Approval of an Interlocal Contract between the City of Las Vegas and the City of North Las Vegas to jointly fund a contract for Service Sharing and Government Efficiency Study - All Wards [NOTE: This item is related to Council Item 40]

13. Approval of a Memorandum of Understanding between City Parkway V, Inc., and Symphony Park Master Association to transfer ownership of Parcels M1 and M2, located in Symphony Park at Promenade Place and Symphony Park Avenue, and design and construct the parcels as entry monuments and open space (APNs 139-33-511-009 and 010) - Ward 5 (Barlow)

ADMINISTRATIVE SERVICES - CONSENT

14. Approval of the grant award from the State of Nevada Division of Emergency Management for receipt of homeland security funds from the FFY2010 Emergency Operation Center (EOC) Grant in the amount of $570,000, subject to a matching local general fund contribution of $142,500 - All Wards

BUSINESS DEVELOPMENT - CONSENT

15. Approval of a grant award in the amount of $14,882.39 from the Nevada Commission for Cultural Affairs to the City of Las Vegas for rehabilitation of the historic Federal Building-United States Post Office for reuse as a museum located at 300 Stewart Avenue (APN 139-34-501-007) - Ward 5 (Barlow)

FIELD OPERATIONS - CONSENT

16. Approval of an Office License Use Agreement between the City of Las Vegas and the National Association for the Advancement of Colored People (NAACP) for office space located at 1048 and 1052 West Owens, known as Nucleus Plaza - Ward 5 (Barlow)

FINANCE & BUSINESS SERVICES - ADMINISTRATION CONSENT

17. Approval of Service and Material Checks/Payroll Checks/Wire Transfers/Other Checks and Investments

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES CONSENT

18. Approval of a Special Event Alcoholic Beverage License for Lola's, Location: Lola's, 241 West Charleston Boulevard, Suite 101, Date: October 16, 2010, Type: Special Event General, Event: Anniversary Celebration, Responsible Person in Charge: Lola Pokorny - Ward 3 (Reese)

19. Approval of a Special Event Alcoholic Beverage License for Wolcoff Enterprise, Inc., dba Luca's Cafe & Deli, Location: 231 3rd Street, Suite 110, Dates: October 23 & 30, 2010, Type: Special Event General, Event: Luca's Nights, Responsible Person in Charge: Alberto Wolcoff - Ward 3 (Reese)

DRAFT

20. Approval of a Special Event Alcoholic Beverage License for Our Lady of Las Vegas Harvest Festival, Location: Our Lady of Las Vegas School/Church, 3046 Alta Drive, Date: October 22 - 23, 2010, Type: Special Event Beer/Wine, Event: Harvest Festival, Responsible Person in Charge: Rev. Peter Romeo - Ward 1 (Tarkanian)

21. Approval of a Special Event Alcoholic Beverage License for Prom Management Group, Inc., Location: Tournament Player Club at Summerlin, 1700 Village Center Circle, Dates: October 18 - 24, 2010, Type: Special Event Alcohol, Event: Justin Timberlake Shriner's Open, Responsible Person in Charge: Todd Hanson - Ward 2 (Wolfson)

22. Approval of a Special Event Alcoholic Beverage License for Springs Preserve, Location: Springs Preserve, 333 South Valley View Boulevard, Date: October 9, 2010, Type: Special Event Beer/Wine, Event: Grapes & Hops Festival, Responsible Person in Charge: J. C. Davis - Ward 1 (Tarkanian)

23. Approval of a Special Event Alcoholic Beverage License for Whirlygig Inc., Location: 1228 South Casino Center Boulevard, Dates: November 5 and December 3, 2010, Type: Special Event General, Event: First Friday Special, Responsible Person in Charge: Cindy Funkhouser - Ward 3 (Reese)

24. Approval of an extension of a Temporary Beer/Wine/Cooler On-sale License, Jose Leon-Aguayo, dba Mariscos el Mariachi, 552 North Eastern Avenue, Suite A, Jose Leon-Aguayo, Owner, 100% - Ward 3 (Reese)

25. Approval of a new Alcoholic Beverage Caterer License, Superior Events Services, LLC, dba Superior Events Services, LLC, 5255 South Decatur Boulevard, Suite 104, Ray Esposito, Managing Mmbr, 50% and Barbara Esposito, Managing Mmbr, 50% - County

26. Approval of an extension of a Temporary Beer/Wine/Cooler Off-sale License, Quick G Mart LLC, dba Quick G Mart, 4030 West Charleston Boulevard, Getahun Shumie, Mgr, 100% - Ward 1 (Tarkanian)

27. Approval of a Restricted Gaming License, Cardivan Company, db at CVS Pharmacy #9965, 9430 Del Webb Boulevard - Ward 4 (Anthony)

28. Approval of a Restricted Gaming License, E T T, Inc., db at Agave Mexican Restaurant, 10820 West Charleston Boulevard - Ward 2 (Wolfson)

29. Approval of a Change of Location for a Burglar Alarm Service License, Graviro Management Group Inc, dba First Alert Security, From: 3400 West Desert Inn Road, #17, To: 3430 East Russell Road, #110, Jim Gravo, Pres, 100% - County

30. Approval of a new Burglar Alarm Service License, Schanz and Schanz Associates, Inc., dba Las Vegas Security Services, 6340 McLeod Drive, Suite 6, Eric Schanz, Pres, 50% and Eric Schanz II, Secy, Treas, Dir, 50% - County

31. Approval of a Hypnotherapy License, Elynne Jacobson, dba 4 Ur Health, 7465 West Lake Mead Boulevard, Suite 200, Elynne Jacobson, Owner 100% - Ward 1 (Tarkanian)

32. Approval of an Extension of a Temporary Locksmith License, Oasis Locksmith Inc., dba Oasis Locksmith Inc., 2935 Coleman Street, Yacov Perets, Dir, Secy, 50% and Erez Bitton, Pres, Treas, 50% - North Las Vegas

33. Approval of a new Pistol Permit, Gary Schaff, dba Personal Protection Firearms, 3201 West Sahara Avenue, Suite E, Gary Schaff, Owner, 100% - Ward 1 (Tarkanian)

34. Approval of an extension of a Temporary Class III-A Secondhand Dealer License, Check City Partnership, LLC, dba Check City, 631 North Nellis Boulevard, Check City Partnership, LLC, 100%, Rebs, Inc., James Marchesi, Mgr and Tosh, Inc., Todd Rawle, Secy, Treas, Dir, Richard Rawle, Pres, Tracy Rawle, Shareholder, Tosh Rawle, Shareholder, Amber Callister, Shareholder - Ward 3 (Reese)

35. Approval of an extension of a Temporary Class III-A Secondhand Dealer License, Check City Partnership, LLC, dba Check City, 1990 North Rainbow Boulevard, Check City Partnership, LLC, 100%, Rebs, Inc., James Marchesi, Mgr and Tosh, Inc., Todd Rawle, Secy, Treas, Dir, Richard Rawle, Pres, Tracy Rawle, Shareholder, Tosh Rawle, Shareholder, Amber Callister, Shareholder - Ward 5 (Barlow)

DRAFT

36. Approval of an extension of a Temporary Class III-A Secondhand Dealer License, Check City Partnership, LLC, dba Check City, 2475 South Jones Boulevard, Suite 2, Check City Partnership, LLC, 100%, Rebs, Inc., James Marchesi, Mgr and Tosh, Inc., Todd Rawle, Secy, Treas, Dir, Richard Rawle, Pres, Tracy Rawle, Shareholder, Tosh Rawle, Shareholder, Amber Callister, Shareholder - Ward 1 (Tarkanian)

37. Approval of an extension of a Temporary Class III-A Secondhand Dealer License, Check City Partnership, LLC, dba Check City, 5861 West Craig Road, Suite 104, Check City Partnership, LLC, 100%, Rebs, Inc., James Marchesi, Mgr and Tosh, Inc., Todd Rawle, Secy, Treas, Dir, Richard Rawle, Pres, Tracy Rawle, Shareholder, Tosh Rawle, Shareholder, Amber Callister, Shareholder - Ward 6 (Ross)

38. Approval of an extension of a Temporary Class III-A Secondhand Dealer License, Check City Partnership, LLC, dba Check City, 6378 West Lake Mead Boulevard, Check City Partnership, LLC, 100%, Rebs, Inc., James Marchesi, Mgr and Tosh, Inc., Todd Rawle, Secy, Treas, Dir, Richard Rawle, Pres, Tracy Rawle, Shareholder, Tosh Rawle, Shareholder, Amber Callister, Shareholder - Ward 5 (Barlow)

39. Approval of an extension of a Temporary Class III-A Secondhand Dealer License, Check City Partnership, LLC, dba Check City, 7350 West Cheyenne Avenue, Suites 111 & 112, Check City Partnership, LLC, 100%, Rebs, Inc., James Marchesi, Mgr and Tosh, Inc., Todd Rawle, Secy, Treas, Dir, Richard Rawle, Pres, Tracy Rawle, Shareholder, Tosh Rawle, Shareholder, Amber Callister, Shareholder - Ward 4 (Anthony)

FINANCE & BUSINESS SERVICES - PURCHASING & CONTRACTS CONSENT

40. ABEYANCE ITEM - Approval of award of Contract No. 110017-PH, Service Sharing and Government Efficiency Study - Office of Administrative Services - Award recommended to: MANAGEMENT PARTNERS, INC. ($75,000 - General Fund) [NOTE: This item is related to Council Item 12]

41. Approval of award of Contract No. 100234-TF, Detention Center Privatization Study - Office of Administrative Services - Award recommended to: MGT OF AMERICA, INC. ($106,289 - General Fund)

42. Approval of award of Agreement No. 110055-TF, Prime Design Services Agreement for Main-Commerce One Way Couplet, Main Street from Las Vegas Boulevard to US 95 and Commerce Street from Oakey Boulevard to Gass Street - Department of Public Works - Award recommended to: C A GROUP, INC. ($1,720,111 - Sanitation Enterprise Fund and Road and Flood Capital Projects Fund) - Wards 3 and 5 (Reese and Barlow)

43. Approval of award of Contract No. 11.1730.05-LED, Construction Manager at Risk for Jones & Valley View Corridor Improvements located from U.S. 95 to Sahara Avenue on Jones Boulevard and from U.S. 95 to Desert Inn Road on Valley View Boulevard - Department of Public Works - Award recommended to: LAS VEGAS PAVING CORPORATION ($418,064 - Road and Flood Capital Projects Fund) - Ward 1 (Tarkanian)

44. Approval of award of Agreement No. 110040-DC, Construction Manager as Agent for Vegas Valley Drive Sewer Rehabilitation located at Vegas Valley Drive from Sloan Lane to outside the City of Las Vegas Water Pollution Control Facility - Department of Public Works - Award recommended to: VTN NEVADA ($290,100 - Sanitation Enterprise Fund) - County

45. Approval of award of Bid No. 10.1730.15-TF, Vegas Valley Drive Sewer Rehabilitation located at Vegas Valley Drive from Sloan Lane to just outside the City of Las Vegas Water Pollution Control Facility and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: LAS VEGAS PAVING CORPORATION ($3,925,175 - Sanitation Enterprise Fund) - County

FIRE & RESCUE - CONSENT

46. Approval of a Regionalized Interlocal Agreement between the City of Las Vegas, Clark County, the City of Henderson, and the City of North Las Vegas for Emergency Driver Training - All Wards

HUMAN RESOURCES - CONSENT

47. Approval to contract with Standard Insurance for the City's basic life/AD&D, voluntary life and long-term-disability (LTD) plans ($584,757 – Self Insurance Internal Service Fund)

DRAFT

LEISURE SERVICES - CONSENT

48. Approval of State of Nevada Division for Aging Services Independent Living Grant (ILG) monies to the Senior Citizens Law Project (SCLP) for providing legal services to senior citizens 60 years of age and older throughout Clark County in the area of Legal Guardianships ($33,750 Grant Revenue - Special Revenue Fund - Match Amount $5,063) - All Wards

PUBLIC WORKS - CONSENT

49. Approval of an Encroachment Request from SH Architecture on behalf of Regional Transportation Commission of Southern Nevada, owner (northeast corner of Garces Avenue and 1st Street) – Ward 3 (Reese)

50. Approval authorizing staff to submit a Right-of-Way Grant application to the Bureau of Land Management for Roadway, Sanitary Sewer and Drainage purposes lying within a portion of Section 3, Township 19 South, Range 60 East, Mount Diablo Meridian, generally located East of Buffalo Drive, North of Iron Mountain Road, West of Rainbow Boulevard and South of Moccasin Road - APNs 125-03-101-001 & 125-03-701-001 - Ward 6 (Ross)

51. Approval of an Off-Site Improvements Agreement between the City of Las Vegas and Clark County Department of Public Works for connection to existing utilities within Clark County for the extension of power and water service to Tropical Durango Park Phase I project located at 6075 North Durango Drive ($456.16 - Residential Construction Tax [RCT]) - Ward 6 (Ross)

52. Approval of Sixth Supplemental Interlocal Contract LAS10V03 between City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to decrease design funding in the amount of $38,590.83 for the Gowan North Channel - Lone Mountain Road, El Capitan Way to the Western Beltway - Ward 6 (Ross)

53. Approval of Fifth Supplemental Interlocal Contract LAS24B06 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to decrease construction funding in the amount of $1,250,000 for the Gowan North Channel - Lone Mountain Road, El Capitan Way to the Western Beltway - Ward 6 (Ross)

RESOLUTIONS - CONSENT

54. R-64-2010 - Approval of a Resolution Awarding Bid for Special Improvement District No. 1514 - Ann Road and Cimarron Road (west of Leggett Road) ($177,615.50 - Capital Projects Fund/Special Assessments) - Ward 6 (Ross)

55. R-65-2010 - Approval of a Resolution directing the City Treasurer to give notice of the sale of properties subject to the lien of a delinquent assessment in Special Improvement District 505 and in certain other districts and providing other matters properly relating thereto - All Wards

56. R-66-2010 - Approval of a Resolution directing the City Treasurer to give notice of the sale of properties subject to the lien of a delinquent assessment in the Summerlin Special Improvement Districts and in certain other districts and providing other matters properly relating thereto - All Wards

DISCUSSION/ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

57. Report from Ed Farmer, General Manager of Big League Dreams, regarding an update and overview of operations and activities of Big League Dreams located on the southwest corner of Pecos Road and Washington Avenue- Ward 3 (Reese)

58. Report and possible action on the 2012 Federal Legislative Agenda - All Wards

59. Report and possible action regarding the status of community recycling - All Wards

CITY ATTORNEY - DISCUSSION

60. Discussion and possible action regarding funding legal fees of Lewis and Roca to represent the City of Las Vegas in two (2) Supreme Court appeals involving similar eminent domain matters pertaining to patent deed easement land restrictions for parcels owned by Cliff Shadows Professional Plaza LLC and Bluewaters Family Limited Partnership for the amount of $100,000 - Ward 4 (Anthony)

DRAFT

61. Hearing, discussion and possible action regarding complaint seeking disciplinary action against James Cooper d/b/a The Amazing Art Company, 3814 Meadows Lane, Las Vegas, Clark County, Nevada, for violations of the Las Vegas Municipal Code - Ward 1 (Tarkanian)

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES DISCUSSION

62. Discussion and possible action regarding a review of a Work Card for Leslie L. Hamm db at 7 Eleven Food Store 13690, 2691 West Sahara Avenue - Ward 1 (Tarkanian)

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

63. Bill No. 2010-34 - ABEYANCE ITEM - Revises the provisions regarding the on-site parking, storage and repair of vehicles in residential districts. (TXT-36330) Sponsored by: Councilman Steven D. Ross

64. Bill No. 2010-40 – Authorizes under certain circumstances an extension of time regarding the expiration of certain nonconforming uses. (TXT-38702) Sponsored by: Councilman Steven D. Ross

65. Bill No. 2010-41 – Updates the City's licensing regulations governing ice cream trucks, including revised provisions concerning hours of operation and signage. Sponsored by: Councilwoman Lois Tarkanian

BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

THERE IS NO PUBLIC COMMENT ON THESE ITEMS AND NO ACTION WILL BE TAKEN BY THE COUNCIL AT THIS MEETING, EXCEPT THOSE ITEMS WHICH MAY BE STRICKEN OR TABLED. PUBLIC TESTIMONY TAKES PLACE AT THE RECOMMENDING COMMITTEE MEETING HELD FOR THAT PURPOSE.

NEW BILLS - DISCUSSION

THERE IS NO PUBLIC COMMENT ON THESE ITEMS. NEW BILLS ARE READ INTO THE RECORD AND REFERRED TO RECOMMENDING COMMITTEE FOR A SEPARATE HEARING TO RECEIVE PUBLIC TESTIMONY BEFORE ACTION BY THE COUNCIL AT A LATER MEETING. EXCEPTION: EMERGENCY BILLS OR THOSE ITEMS TO BE STRICKEN OR TABLED.

66. Bill No. 2010-42 – Amends the Town Center Development Standards Manual to correct the Permitted Use Matrix regarding minor auto repair garages. Proposed by: M. Margo Wheeler, Director of Planning and Development

67. Bill No. 2010-43 – Amends the Downtown Centennial Plan to correct certain maps and revise the requirements for tree grates. (TXT-37903) Sponsored by: Mayor Oscar B. Goodman

68. Bill No. 2010-44 – Amends the licensing regulations to replace the hotel lounge bar license with the ancillary lounge bar license, and makes a corresponding change to the zoning regulations. (TXT-38337) Sponsored by: Mayor Oscar B. Goodman

69. Bill No. 2010-45 – Repeals provisions of the Municipal Code relating to citizen complaints about City employees. Proposed by: Bradford R. Jerbic, City Attorney

CLOSED SESSION

70. Closed Session - Upon duly carried Motion, a closed meeting is called in accordance with NRS 288.220 to discuss labor issues

DRAFT

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

71. Any items from the afternoon session that the Council, staff and /or the applicant wish to be stricken or held in abeyance to a future meeting may be brought forward and acted upon at this time

HEARINGS - DISCUSSION

72. ABEYANCE ITEM - Hearing and possible action to consider the appeal regarding the Notice and Declaration of Chronic Nuisance located at 1300 Fremont Street. PROPERTY OWNER: S P FREMONT LLC - Ward 3 (Reese)

PLANNING & DEVELOPMENT

THE ITEMS LISTED BELOW, WHERE APPROPRIATE, HAVE BEEN REVIEWED BY THE VARIOUS CITY DEPARTMENTS RELATIVE TO REQUIREMENTS FOR STORM DRAINAGE AND FLOOD CONTROL, CONNECTION TO SANITARY SEWER, TRAFFIC CIRCULATION, AND BUILDING AND FIRE REGULATIONS. THEIR COMMENTS AND/OR RECOMMENDATIONS AND REQUIREMENTS HAVE BEEN INCORPORATED INTO THE ACTION.

PLANNING & DEVELOPMENT - CONSENT

PM SESSION - ALL ITEMS LISTED ON THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE AND HAVE BEEN RECOMMENDED "FOR APPROVAL". ALL ITEMS ON THE CONSENT AGENDA MAY BE APPROVED IN A SINGLE MOTION. HOWEVER, IF A COUNCIL MEMBER SO REQUESTS, ANY CONSENT ITEM MAY BE MOVED TO THE DISCUSSION PORTION OF THE AGENDA AND OTHER ACTION, INCLUDING POSTPONEMENT OR DENIAL OF THE ITEM, MAY TAKE PLACE.

73. EOT-39170 - EXTENSION OF TIME - APPLICANT: STATE OF NEVADA PUBLIC WORKS BOARD - OWNER: NSHE ON BEHALF OF UNLV - Request for an Extension of Time of a previously approved Petition to Vacate (VAC-28532) A PORTION OF HASTINGS AVENUE GENERALLY LOCATED WEST OF HASTINGS AVENUE AND DESERT LANE (APN 139-33-406-005), PD (Planned Development) Zone, Ward 5 (Barlow). Staff recommends APPROVAL.

74. EOT-39171 - EXTENSION OF TIME - APPLICANT: STATE OF NEVADA PUBLIC WORKS BOARD - OWNER: NSHE ON BEHALF OF UNLV - Request for an Extension of Time of a previously approved Site Development Plan Review (SDR-28531) FOR A PROPOSED 66,200 SQUARE-FOOT UNIVERSITY EDUCATION AND ADMINISTRATION BUILDING ADDITION TO AN EXISTING UNIVERSITY CAMPUS on 17.49 acres at 1001 Shadow Lane (APN 139-33-406-005), PD (Planned Development) Zone, Ward 5 (Barlow). Staff recommends APPROVAL.

PLANNING & DEVELOPMENT - DISCUSSION

75. RQR-38940 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: REISBORD PAUL AND HAYA TRUST - Required Review of an approved Special Use Permit (U-0135-95) FOR A 14-FOOT BY 48-FOOT OFF-PREMISE SIGN at 1701 South Decatur Boulevard (APN 162-06-301-001), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

76. VAR-38114 - ABEYANCE ITEM - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: SEA BREEZE VILLAGE II, LLC - Request for a Variance TO ALLOW A NINE-FOOT TALL MENU BOARD WHERE SEVEN FEET IS THE MAXIMUM HEIGHT ALLOWED AND TO ALLOW AN INCIDENTAL SIGN (CLEARANCE ARM) THAT IS 13 FEET TALL, 27 SQUARE FEET IN AREA AND CONTAINS A LOGO MAKING UP 67 PERCENT OF THE SIGN AREA WHERE SEVEN FEET IN HEIGHT, 12 SQUARE FEET IN AREA AND 50 PERCENT LOGO COVERAGE ARE ALLOWED on 0.52 acres at the northeast corner of Buffalo Drive and Vegas Drive (APN 138-22-418-011), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

DRAFT

77. MSP-38116 - ABEYANCE ITEM - MASTER SIGN PLAN RELATED TO VAR-38114 - PUBLIC HEARING - APPLICANT/OWNER: SEA BREEZE VILLAGE II, LLC - Request for a Major Amendment to a previously approved Master Sign Plan (MSP-0006-02) on 13.41 acres at the northeast corner of Buffalo Drive and Vegas Drive (APN 138-22-418-007 through 011), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

78. SDR-37363 - ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT/OWNER: LIED FOUNDATION TRUST – Council Review of a request for a Major Amendment to an approved Site Development Plan Review TO ALLOW ZERO-FOOT LANDSCAPE BUFFERS AND NO PLANTING MATERIALS ALONG THE NORTH AND EAST PERIMETERS WHERE THREE AND FOUR FEET WERE PREVIOUSLY APPROVED, RESPECTIVELY on 2.81 acres at 3901 West Charleston Boulevard (APN 162-06-502-003), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

79. SUP-38607 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: CHABAD OF SOUTHERN NEVADA - OWNER: CHABAD CALIFORNIA - Request for a Special Use Permit FOR A THRIFTSHOP, NON-PROFIT at 6029 Charleston Boulevard (APNs 163-01-102-001, 002, 007, and 037), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

80. SUP-38864 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: AZTLAN BAIL BONDS - OWNER: CHARLESTON TOWERS, LLC - Request for a Special Use Permit FOR A 1,100 SQUARE-FOOT BAILBOND SERVICE at 714 and 716 South Tenth Street (APN 139-34-810-104 and 105), C-1 (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

81. SUP-38866 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: LESLEE WILBURN - OWNER: LUKE-LOBATO, LLC - Request for a Special Use Permit FOR A 775 SQUARE-FOOT MASSAGE ESTABLISHMENT WITH WAIVERS OF THE DISTANCE SEPARATION REQUIREMENTS TO ALLOW 100 FEET FROM A SCHOOL WHERE 400 FEET IS REQUIRED, ZERO FEET FROM A RESIDENTIAL USE WHERE 400 FEET IS REQUIRED AND A 230 FEET FROM ANOTHER MASSAGE ESTABLISHMENT WHERE 1,000 FEET IS REQUIRED at 9061 West Sahara Avenue, Suite #104 (APN 163-08-121-019), C-1 (Limited Commercial) Zone, Ward 2 (Wolfson). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

SET DATE

82. SET DATE ON ANY APPEALS FILED OR REQUIRED PUBLIC HEARINGS FROM THE CITY PLANNING COMMISSION MEETINGS AND DANGEROUS BUILDING OR NUISANCE/LITTER ABATEMENTS

CITIZENS PARTICIPATION

83. CITIZENS PARTICIPATION: PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE LIMITED TO MATTERS WITHIN THE JURISDICTION OF THE CITY COUNCIL. NO SUBJECT MAY BE ACTED UPON BY THE CITY COUNCIL UNLESS THAT SUBJECT IS ON THE AGENDA AND IS SCHEDULED FOR ACTION. IF YOU WISH TO BE HEARD, COME TO THE PODIUM AND GIVE YOUR NAME FOR THE RECORD. THE AMOUNT OF DISCUSSION ON ANY SINGLE SUBJECT, AS WELL AS THE AMOUNT OF TIME ANY SINGLE SPEAKER IS ALLOWED, MAY BE LIMITED

COUNCIL MEMBER RECOGNITION

84. COUNCIL MEMBER RECOGNITION: COMMENTS MADE BY INDIVIDUAL CITY COUNCIL MEMBERS DURING THIS PORTION OF THE AGENDA WILL NOT BE ACTED UPON BY THE CITY COUNCIL UNLESS THAT SUBJECT IS ON THE AGENDA AND SCHEDULED FOR ACTION

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THIS MEETING HAS BEEN PROPERLY NOTICED AND POSTED AT THE FOLLOWING LOCATIONS:
City Clerk's Bulletin Board, City Hall Plaza, 2nd Floor Skybridge
Bulletin Board, City Hall Plaza, (next door to Metro Records)
Las Vegas Library, 833 Las Vegas Boulevard North
Clark County Government Center, 500 S. Grand Central Parkway
Grant Sawyer Building, 555 E. Washington Avenue

DRAFT

City of Las Vegas Agenda Item No.: **1.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2010

SUBJECT:
CALL TO ORDER

City of Las Vegas

Agenda Item No.: **2.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2010

SUBJECT:
ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

City of Las Vegas Agenda Item No.: **3.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2010

SUBJECT:
INVOCATION –

City of Las Vegas Agenda Item No.: **4.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2010

SUBJECT:
PLEDGE OF ALLEGIANCE

City of Las Vegas Agenda Item No.: **5.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 6, 2010

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE CITIZEN OF THE MONTH

City of Las Vegas Agenda Item No.: **6.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 6, 2010

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF FILIPINO AMERICAN HERITAGE MONTH

City of Las Vegas Agenda Item No.: **7.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 6, 2010

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF DISABILITY EMPLOYMENT AWARENESS MONTH

City of Las Vegas Agenda Item No.: **8.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 6, 2010

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF FIRE PREVENTION WEEK

City of Las Vegas Agenda Item No.: **9.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 6, 2010

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF TOYS FOR SMILES

City of Las Vegas

Agenda Item No.: **10.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 6, 2010

DEPARTMENT: CITY CLERK
DIRECTOR: BEVERLY K. BRIDGES

☐ **Consent** ☒ **Discussion**

SUBJECT:
BUSINESS ITEMS:

Any items from the morning session that the Council, staff and/or the applicant wish to be stricken or held in abeyance to a future meeting may be brought forward and acted upon at this time

City of Las Vegas Agenda Item No.: **11.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2010

DEPARTMENT: CITY CLERK
DIRECTOR: BEVERLY K. BRIDGES ☐ **Consent** ☒ **Discussion**

SUBJECT:
BUSINESS ITEMS:

Approval of the Final Minutes by reference of the regular City Council meeting of September 1, 2010

City of Las Vegas Agenda Item No.: **12.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 6, 2010

DEPARTMENT: CITY MANAGER
DIRECTOR: ELIZABETH N. FRETWELL ☒ **Consent** ☐ **Discussion**

SUBJECT:
ADMINISTRATIVE:

ABEYANCE ITEM - Approval of an Interlocal Contract between the City of Las Vegas and the City of North Las Vegas to jointly fund a contract for Service Sharing and Government Efficiency Study - All Wards [NOTE: This item is related to Council Item 40]

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
This Interlocal contract provides for the joint funding of the subject contract by the City of Las Vegas and the City of North Las Vegas (NLV). The Contract is scheduled for award on September 15, 2010 by the Las Vegas City Council in the amount of $75,000. NLV will reimburse the City of Las Vegas $25,000 for its share of the contract costs.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Interlocal Contract for Service Sharing and Government Efficiency Study
2. Submitted at September 15, 2010 City Council Meeting – Correspondence from Charleston Neighborhood Preservation for Various Items Including Item 14 by Juanita Clark

INTERLOCAL CONTRACT FOR SERVICE SHARING AND GOVERNMENT EFFICIENCY STUDY

THIS INTERLOCAL CONTRACT ("Contract") is made and entered into this ____ day of _____, 2010, by and between the City of Las Vegas (the "City"), and the City of North Las Vegas ("NLV"), both of which are municipal corporations within the State of Nevada.

RECITALS

WHEREAS, the City and NLV agreed to commence a cooperative effort to procure the services of a consultant for the purpose of preparing a Service Sharing and Government Efficiency Report (the "Report") in an amount not to exceed $75,000; and

WHEREAS, the City issued Request for Proposal (RFP) No. 110017-PM to solicit proposals from various consultants who would be responsible for preparing the Report; and

WHEREAS, the CITY received two proposals which were analyzed by an evaluation team composed of representatives from the City and NLV; and

WHEREAS, the evaluation team determined that Management Partners, Inc. (the "Consultant") submitted the best value proposal in response to the RFP; and

WHEREAS, the City and NLV desire to enter into this Contract, which set forth their respective obligations for sharing the costs of the Report.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements and promises herein contained, it is mutually agreed to by and between each of the parties as follows:

1. Contract Award: The parties hereto hereby agree that the City shall award the contract for the preparation of the Report to the Consultant in the amount of $75,000.

2. Contract Liability: The parties hereto agree that the City shall be responsible for submitting the full payment to the Consultant. North Las Vegas will be responsible for submitting $25,000 to the City of Las Vegas as reimbursement for services provided.

3. Contract Payment: The City is hereby authorized to pay the Consultant on behalf of both parties hereto, which payment shall be after the completion of a presentation to the Las Vegas City Council and North Las Vegas City Council as provided in the contract between the City and the Consultant. NLV agrees to submit a check to the City for its share of the costs of the Contract no later than 15 days after the presentation to the North Las Vegas City Council.

IN WITNESS WHEREOF, this Contract is effective as of the date first set forth above.

Date of Council Action:

CITY OF LAS VEGAS

_____ BY: _____
OSCAR B. GOODMAN, Mayor

Attest:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

Approved as to Form and Legality:

Robert D. Sylvain 9-7-10
Deputy City Attorney Date

Date of Council Action:

CITY OF NORTH LAS VEGAS

_____ BY: _____
SHARI L. BUCK, Mayor

Attest:

_____
KAREN L. STORMS, CMC
City Clerk

Approved as to Form and Legality:

_____
Deputy City Attorney Date

CHARLESTON NEIGHBORHOOD
PRESERVATION

"Doing things today that will improve tomorrow"

Phone/Fax: 702-877-2438

TO: CLV MAYOR, MAYOR PRO-TEM, and COUNCILPERSONS
FROM: CNP
DATE: Sept 14, 2010
RE: Selected items

#14/#49-This idea does not allow improved time or quality of service for residents, but provides pockets for taxpayers monies to be secreted.

#18.-We understand that impairment of current traffic flow will result from this proposed " improvement" to the Charleston Boulevard median. Are palms 'water smart'?

#29 and #37 have been addressed in a Sept 13, 2010 communication requesting REMOVAL from the CONSENT AGENDA by CLV councilpersons Ross and Tarkanian.

#34-2101 South Arlington Heights Road? What TOWN in Illinois? Which COUNCILPERSONS' ward? How does this item apply to CLV council action?

#57-What percentage of increase in fees above the previous fees, do these new ones reflect? Please indicate the amount of variances.

Chinese Ring-neck pheasant season is on, and they're plentiful this fall!

June Ingram, President of CHARLESTON NEIGHBORHOOD PRESERVATION and Board

June Ingram

Submitted at City Council
Date 9/15/10 Item 14, 18, 29, 34, 49, 37, 57
By: Juanita Clark

BOARD & ADVISORY MEMBERS
Dennis Ardine-Vicki Arnold-Dick Bratton-Erna Clark-Juanita Clark-Miriam Een- Danielle Hanslip-Rose Honrath-June Ingram-Rick Johnson-Jolanta Krol-Rod &Betty Larsen- Geno &Pearl Lonardo-Flo Montalvo-Dorothy Orr-Jim Seward-Pamela Stancliffe-Tim Volz-Marcus Gobel-Ginger Norton-Denise Reitz-Layne Rushforth-Jeanine Sweany-Julia Whaun-Jean Withers-Others

City of Las Vegas Agenda Item No.: **13.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 6, 2010

DEPARTMENT: CITY MANAGER
DIRECTOR: ELIZABETH N. FRETWELL ☒ **Consent** ☐ **Discussion**

SUBJECT:
ADMINISTRATIVE:

Approval of a Memorandum of Understanding between City Parkway V, Inc., and Symphony Park Master Association to transfer ownership of Parcels M1 and M2, located in Symphony Park at Promenade Place and Symphony Park Avenue, and design and construct the parcels as entry monuments and open space (APNs 139-33-511-009 and 010) - Ward 5 (Barlow)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Symphony Park is a master planned mixed-use urban development. Parcels M1 and M2 within the master plan are designed to be the gateway entry monument and open space to the development. Symphony Park Master Association has been set up to manage the common areas within the master plan. Symphony Park Master Association will design and construct the parcels.

RECOMMENDATION:
Approval, and authorize the President of City Parkway V, Inc., to execute the Memorandum of Understanding and all other related documents.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Memorandum of Understanding
3. Site Map

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: OCTOBER 6, 2010
DEPARTMENT: CITY MANAGER
ITEM DESCRIPTION: MEMORANDUM OF UNDERSTANDING FOR PARCELS M1 & M2 AT SYMPHONY PARK

1. Symphony Park Parcels M1 & M2 were master planned as common area / park space to create a distinctive and urbane identity to the arrival experience offering a first impression that is grand, but welcoming

2. There will be an entry marker for the entire project on M1 with trees and rocks and a shade pavilion with trees and landscaping on M2. The Council will review a Site Development Plan Review for M1 and M2 in the future

3. These parcels are being designed simultaneous with M3 / Symphony Park, the large park that will be owned and managed by the Smith Center

4. $300,000 has already been appropriated to design the parcels

5. $1,500,000 is designated in Phase 2 Symphony Park infrastructure to construct M1 and M2

6. Symphony Park Master Association (SPMA) is applying for a $200,000 EPA Brownfields Clean Up Grant for Parcels M1 and M2 at Symphony Park to deal with contaminated soils excavated during construction

7. These sites will transfer to SPMA, which will facilitate regulation of the use of the space and allow sites to qualify for the grant

8. A Declaration of Special Use Restrictions, which will govern the design, construction, funding, use and operation of the Parks, will be brought before the City Council at a later date

MEMORANDUM OF UNDERSTANDING

The Memorandum of Understanding ("*MOU*") is entered into as of the __ day of _____, 2010 by and between City Parkway v, Inc., a Nevada non-profit corporation ("*CPV*") and the Symphony Park Master Association, Inc., a Nevada non-profit corporation ("*SMPA*"). CPV and SPMA are individually or collectively referred to herein as "*Party*" or "*Parties*."

RECITALS

A. CPV is the master developer of that project located in Las Vegas, Nevada commonly known as Symphony Park (the "*Project*").

B. SPMA is the property owners association created for the operation of the Project on behalf of the various owners in the Project.

C. SPMA was created pursuant to that certain Community Charter for Symphony Park recorded with the Reorder of deed for Clark County, Nevada on December 16, 2009, as Document No. 200912160000606 (the "*Charter*").

D. CPV desires to convey the Park Parcels (hereinafter defined) to SPMA for the benefit of the users of the Project as a park.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Park Parcels. The Parties agree that attached hereto as Exhibit "A" is a depiction and legal description of two parcels of land located in the Project which the Parties intend solely to be used as private parks (the "*Parks*") for the sole benefit of users of the Project (the "*Park Parcels*").

2. Conveyance. The Parties agree that CPV shall convey fee simple title to the Park Parcels to SPMA to be owned by SPMA as Common area under the Charter. SPMA agrees that it shall accept the conveyance of the Park Parcels and develop and operate the Park Parcels as private parks for the sole benefit of the users of the Project. SPMA agrees that the Park parcels can be used for no purpose other than as private parks.

3. Construction. The Parties agrees that SPMA shall construct the Parks in compliance with plans and specifications approved by CPV. In addition, it is contemplated that CPV will provide funding for the construction of the Parks.

4. Use. SPMA agrees that the Parks will at all times be operated as private parks for the sole benefit of users of the Project.

5. Declaration. The Parties agree that they shall negotiate in good faith a Declaration of Special Land Use Restrictions (the "*Declaration*") which will govern the design, construction, funding, use and operation of the Parks.

6. Miscellaneous.

(a) Whenever possible, each provision of this MOU shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this MOU and the remaining provisions shall remain in full force and effect.

(b) The interpretation and enforcement of this MOU shall be governed in all respects by the laws of the State of Nevada.

(c) The captions contained in this MOU are for the convenience of the Parties and shall not be construed so as to alter the meaning of the provisions of the MOU.

(d) Each counterpart of this MOU shall be deemed to be an original and all of which together shall be deemed to be one and the same MOU. Delivery of this MOU may be accomplished by facsimile transmission of this MOU. In such event, the Parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this MOU.

(e) Nothing in this MOU shall confer upon any Person, other than the Parties hereto and their respective successors and permitted assigns, any rights or remedies under or by reason of this MOU.

IN WITNESS WHEREOF, the undersigned have executed this MOU as of the date first written above.

CPV	SPMA
CITY PARKWAY V, INC., a Nevada non-profit corporation	SYMPHONY PARK MASTER ASSOCIATION, a Nevada non-profit corporation
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

ATTEST:

_____

_____, Title

APPROVED AS TO FORM:

_____

9-23-10 Date

Exhibit "A"

M-1 and M-2 legal description and site depiction

(See Attached)

Date: May 17, 2007
J. Rangel

Exhibit 'A'

Legal Description

PARCEL M1

A PORTION OF LOT 5 AS SHOWN ON THAT CERTAIN PLAT ENTITLED "PARKWAY CENTER, A COMMERCIAL SUBDIVISION" RECORDED IN BOOK 53, PAGE 61 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE AND LYING WITHIN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, M.D.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF GRAND CENTRAL PARKWAY AND BONNEVILLE AVENUE AS SHOWN ON SAID PLAT; THENCE ALONG THE CENTERLINE OF SAID GRAND CENTRAL PARKWAY THE FOLLOWING THREE(3) COURSES: (1) NORTH 03°50'03" WEST, 209.30 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 500.00 FEET; (2) THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 31°45'19", AN ARC LENGTH OF 277.12 FEET; (3) NORTH 27°55'16" EAST, 982.19 FEET; THENCE DEPARTING SAID CENTERLINE, SOUTH 62°04'44" EAST, 87.26 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH 21°14'06" EAST, 6.04 FEET; THENCE SOUTH 62°04'44" EAST, 27.51 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 292.00 FEET; THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 26°04'59", AN ARC LENGTH OF 132.93 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 50.00 FEET, FROM WHICH BEGINNING THE RADIUS BEARS NORTH 01°50'17" EAST; THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 33°28'14", AN ARC LENGTH OF 29.21 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 50.00 FEET, THROUGH WHICH A RADIAL LINE BEARS SOUTH 31°37'57" EAST; THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 45°49'57", AN ARC LENGTH OF 40.00 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 5.00 FEET, FROM WHICH BEGINNING THE RADIUS BEARS SOUTH 14°12'00" WEST; THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 103°43'16", AN ARC LENGTH OF 9.05 FEET; THENCE SOUTH 27°55'16" WEST, 9.19 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 10.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 40°01'42", AN ARC LENGTH OF 6.99 FEET; THENCE SOUTH 67°56'58" WEST, 6.71 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 10.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 40°01'42", AN ARC LENGTH OF 6.99 FEET; THENCE SOUTH 27°55'16" WEST, 72.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 10.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 40°00'35", AN ARC LENGTH OF 6.98 FEET; THENCE SOUTH 12°05'19" EAST, 6.71 FEET TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 10.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 40°00'35", AN ARC LENGTH OF 6.98 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 38.50 FEET, FROM WHICH BEGINNING THE RADIUS BEARS SOUTH 62°10'17" EAST THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 20°33'25", AN ARC LENGTH OF 13.81 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 2.00 FEET, THROUGH WHICH A RADIAL LINE BEARS NORTH 82°43'42" WEST; THENCE WESTERLY ALONG SAID CURVE, THROUGH A

Horizon Surveys
9901 Covington Cross Dr. • Suite 120 • Las Vegas, NV 89144 • (702)228-5066 • (702)228-0677 • www.horizonsurveys.com

CENTRAL ANGLE OF 127°24'29", AN ARC LENGTH OF 4.45 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 350.00 FEET, FROM WHICH BEGINNING THE RADIUS BEARS NORTH 44°40'47" EAST; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°32'56", AN ARC LENGTH OF 70.55 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 273.00 FEET, THROUGH WHICH A RADIAL LINE BEARS SOUTH 56°13'43" WEST; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 28°18'27", AN ARC LENGTH OF 134.88 FEET; THENCE NORTH 62°04'44" WEST, 19.26 FEET TO THE ***POINT OF BEGINNING****.*

CONTAINING 9,439 SQUARE FEET, MORE OR LESS.

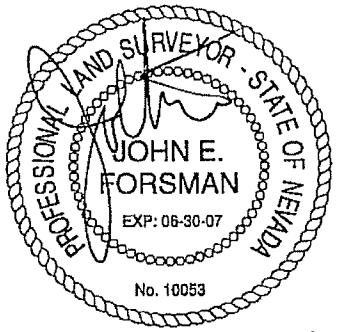
Basis of Bearings

NORTH 03°50'03" WEST, BEING THE BEARING OF A PORTION OF THE CENTERLINE OF GRAND CENTRAL PARKWAY AS SHOWN IN BOOK 53, PAGE 61 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE, CLARK COUNTY, NEVADA.

(SEE EXHIBIT 'B' ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF)

END OF DESCRIPTION.

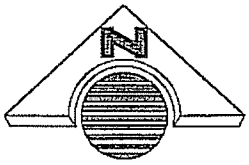
John E. Forsman, PLS
Professional Land Surveyor
Nevada License No. 10053



5-17-07

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EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION



N.T.S.

PARCEL M1
9,439 S.F.

SEE DETAIL ON SHEET 4

POINT OF BEGINNING

GRAND CENTRAL PARKWAY

982.19'

N27°55'16"E

A PORTION OF LOT 5 AS SHOWN IN BOOK 53, PAGE 61 OF PLATS
APN: 139-34-110-003

PARCEL A-2 (FILE 163, PAGE 35 OF SURVEYS)

PARCEL A-1 (FILE 163, PAGE 35 OF SURVEYS)

C1

L1

(BASIS OF BEARINGS)

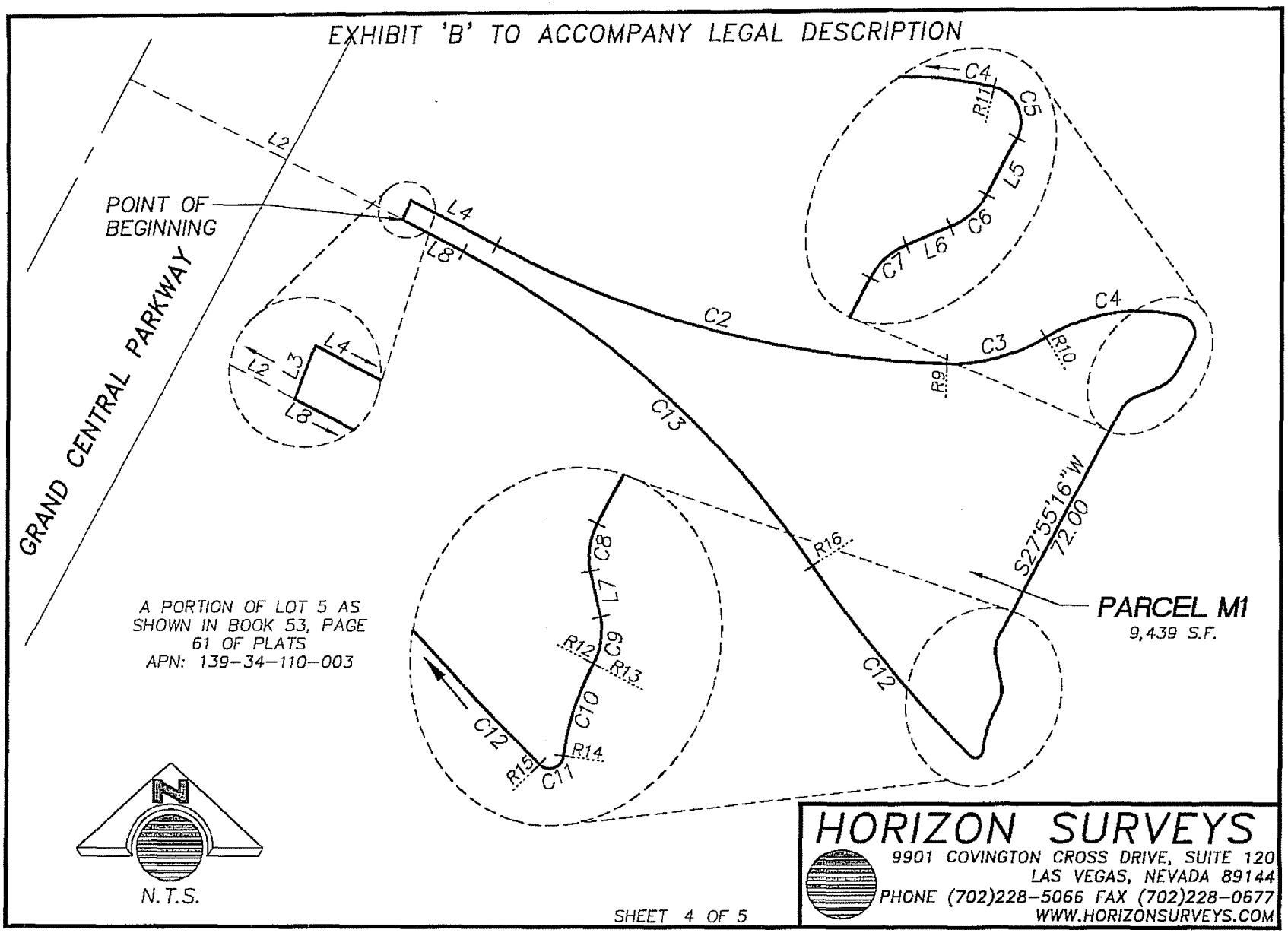
BONNEVILLE AVENUE

POINT OF COMMENCEMENT

UNION PACIFIC RAILROAD

HORIZON SURVEYS
9901 COVINGTON CROSS DRIVE, SUITE 120
LAS VEGAS, NEVADA 89144
PHONE (702)228-5066 FAX (702)228-0677
WWW.HORIZONSURVEYS.COM

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION



HORIZON SURVEYS
9901 COVINGTON CROSS DRIVE, SUITE 120
LAS VEGAS, NEVADA 89144
PHONE (702)228-5066 FAX (702)228-0677
WWW.HORIZONSURVEYS.COM

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE

LINE	BEARING	LENGTH
L1	N03°50'03"W	209.30'
L2	S62°04'44"E	87.26'
L3	N21°14'06"E	6.04'
L4	S62°04'44"E	27.51'
L5	S27°55'16"W	9.19'
L6	S67°56'58"W	6.71'
L7	S12°05'19"E	6.71'
L8	N62°04'44"W	19.26'

RADIAL TABLE

LINE	BEARING
R9	N01°50'17"E
R10	S31°37'57"E
R11	S14°12'00"W
R12	S62°04'44"E
R13	S62°10'17"E
R14	N82°43'42"W
R15	N44°40'47"E
R16	S56°13'43"W

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANGENT
C1	500.00'	31°45'19"	277.12'	142.22'
C2	292.00'	26°04'59"	132.93'	67.64'
C3	50.00'	33°28'14"	29.21'	15.03'
C4	50.00'	45°49'57"	40.00'	21.14'
C5	5.00'	103°43'16"	9.05'	6.37'
C6	10.00'	40°01'42"	6.99'	3.64'
C7	10.00'	40°01'42"	6.99'	3.64'
C8	10.00'	40°00'35"	6.98'	3.64'
C9	10.00'	40°00'35"	6.98'	3.64'
C10	38.50'	20°33'25"	13.81'	6.98'
C11	2.00'	127°24'29"	4.45'	4.05'
C12	350.00'	11°32'56"	70.55'	35.39'
C13	273.00'	28°18'27"	134.88'	68.85'

HORIZON SURVEYS
9901 COVINGTON CROSS DRIVE, SUITE 120
LAS VEGAS, NEVADA 89144
PHONE (702)228-5066 FAX (702)228-0677
WWW.HORIZONSURVEYS.COM

Date: May 17, 2007
J. Rangel

Exhibit 'A'

Legal Description

PARCEL M2

A PORTION OF LOT 5 AS SHOWN ON THAT CERTAIN PLAT ENTITLED "PARKWAY CENTER, A COMMERCIAL SUBDIVISION" RECORDED IN BOOK 53, PAGE 61 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE AND LYING WITHIN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, M.D.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF GRAND CENTRAL PARKWAY AND BONNEVILLE AVENUE AS SHOWN ON SAID PLAT; THENCE ALONG THE SAID CENTERLINE OF BONNEVILLE AVENUE, NORTH 81°09'57" EAST, 402.28 FEET; THENCE DEPARTING SAID CENTERLINE, NORTH 17°53'58" EAST, 179.58 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2,036.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°06'52", AN ARC LENGTH OF 359.42 FEET; THENCE NORTH 28°00'50" EAST, 573.63 FEET; THENCE NORTH 62°04'44" WEST, 38.99 FEET TO THE **POINT OF BEGINNING** AND CONTINUING ALONG SAID LINE NORTH 62°04'44" WEST, 4.99 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 350.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°04'36", AN ARC LENGTH OF 67.66 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 25.00 FEET, FROM WHICH BEGINNING THE RADIUS BEARS NORTH 38°59'52" EAST; THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 78°55'24", AN ARC LENGTH OF 34.44 FEET; THENCE NORTH 27°55'16" EAST, 107.89 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 78°55'24", AN ARC LENGTH OF 34.44 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 350.00 FEET, FROM WHICH BEGINNING THE RADIUS BEARS SOUTH 16°50'40" WEST; THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°24'57", AN ARC LENGTH OF 75.84 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 5.00 FEET, FROM WHICH BEGINNING THE RADIUS BEARS SOUTH 29°15'37" WEST; THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 92°43'41", AN ARC LENGTH OF 8.09 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1,164.00 FEET, THROUGH WHICH A RADIAL LINE BEARS SOUTH 58°00'42" EAST; THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°58'28", AN ARC LENGTH OF 80.74 FEET; THENCE SOUTH 28°00'50" WEST, 78.88 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 5.00 FEET; THENCE WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°54'26", AN ARC LENGTH OF 7.85 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 15,862 SQUARE FEET MORE OR LESS.

Horizon Surveys
9901 Covington Cross Dr. • Suite 120 • Las Vegas, NV 89144 • (702)228-5066 • (702)228-0677 • www.horizonsurveys.com

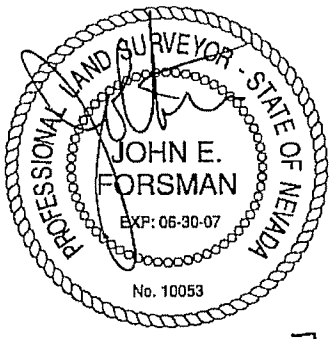
Basis of Bearings

NORTH 03°50'03" WEST, BEING THE BEARING OF A PORTION OF THE CENTERLINE OF GRAND CENTRAL PARKWAY AS SHOWN IN BOOK 53, PAGE 61 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE, CLARK COUNTY, NEVADA.

(SEE EXHIBIT 'B' ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF)

END OF DESCRIPTION.

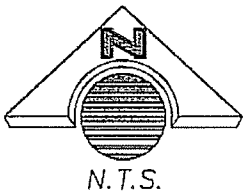
John E. Forsman, PLS
Professional Land Surveyor
Nevada License No. 10053



5-17-07

Horizon Surveys
9901 Covington Cross Dr. • Suite 120 • Las Vegas, NV 89144 • (702)228-5066 • (702)228-0677 • www.horizonsurveys.com

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION



GRAND CENTRAL PARKWAY

A PORTION OF LOT 5 AS SHOWN IN BOOK 53, PAGE 61 OF PLATS
APN: 139-34-110-003

SEE DETAIL ON SHEET 4

PARCEL M2
15,862 S.F.

POINT OF BEGINNING

N28°00'50"E
573.63'

C1

PARCEL A-2 (FILE 163, PAGE 35 OF SURVEYS)

PARCEL A-1 (FILE 163, PAGE 35 OF SURVEYS)

L2

L1

(BASIS OF BEARINGS) (N03°50'03"W)

UNION PACIFIC RAILROAD

BONNEVILLE AVENUE

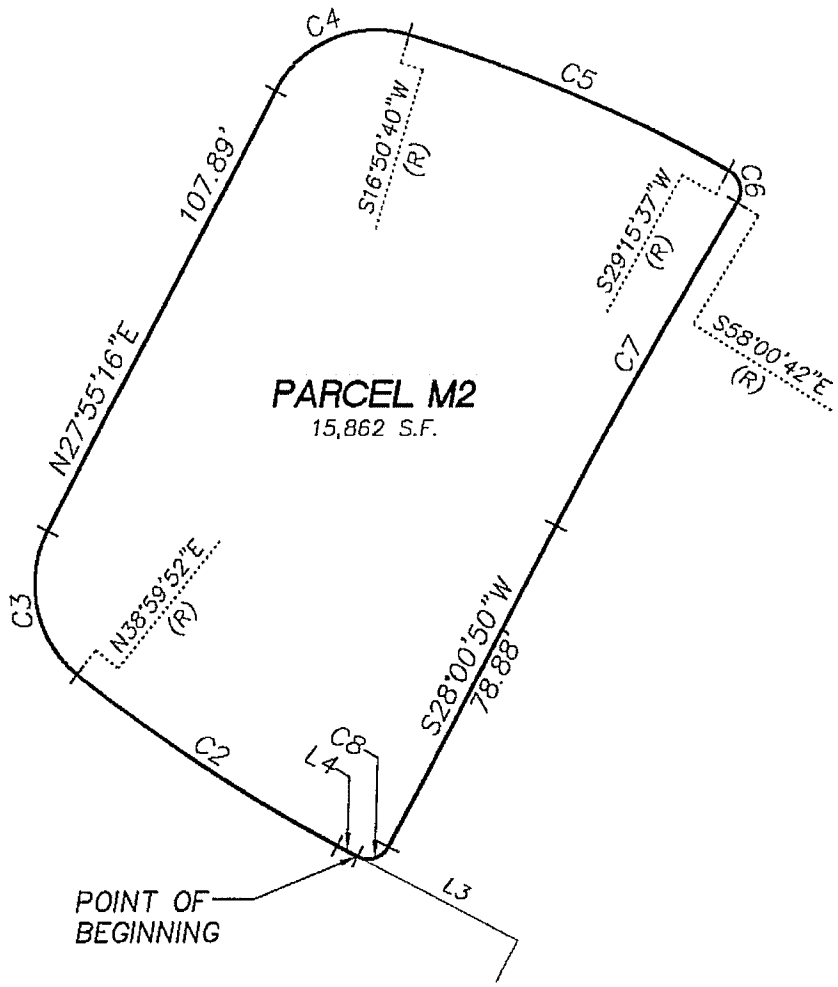
POINT OF COMMENCEMENT

HORIZON SURVEYS
9901 COVINGTON CROSS DRIVE, SUITE 120
LAS VEGAS, NEVADA 89144
PHONE (702)228-5066 FAX (702)228-0677
WWW.HORIZONSURVEYS.COM

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

N.T.S.

DETAIL



HORIZON SURVEYS
9901 COVINGTON CROSS DRIVE, SUITE 120
LAS VEGAS, NEVADA 89144
PHONE (702)228-5066 FAX (702)228-0677
WWW.HORIZONSURVEYS.COM

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE

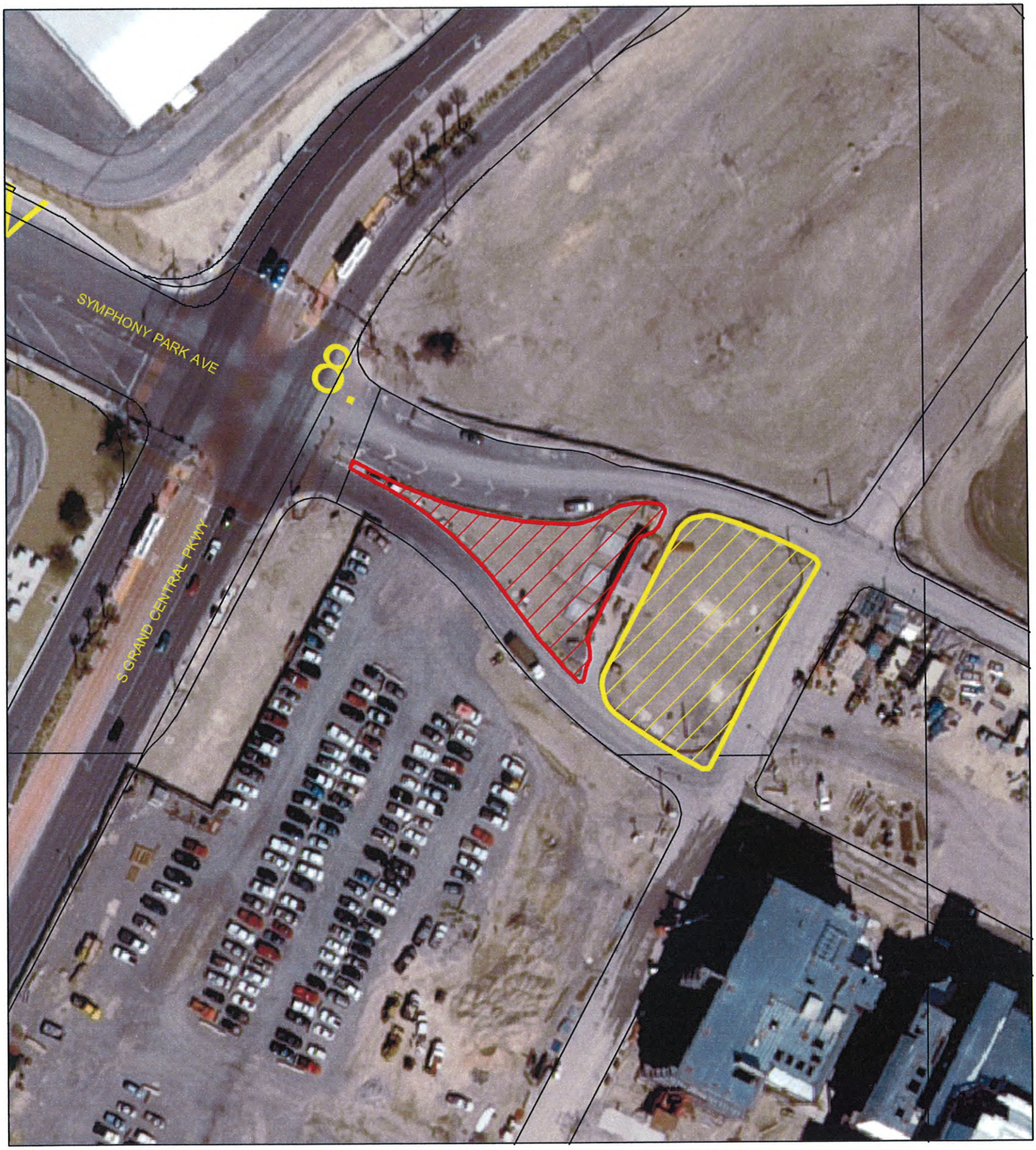
LINE	BEARING	LENGTH
L1	N81°09'57"E	402.28'
L2	N17°53'58"E	179.58'
L3	N62°04'44"W	38.99'
L4	N62°04'44"W	4.99'

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANGENT
C1	2036.00'	10°06'52"	359.42'	180.18'
C2	350.00'	11°04'36"	67.66'	33.94'
C3	25.00'	78°55'24"	34.44'	20.58'
C4	25.00'	78°55'24"	34.44'	20.58'
C5	350.00'	12°24'57"	75.84'	38.07'
C6	5.00'	92°43'41"	8.09'	5.24'
C7	1164.00'	3°58'28"	80.74'	40.39'
C8	5.00'	89°54'26"	7.85'	4.99'

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LAS VEGAS, NEVADA 89144
PHONE (702)228-5066 FAX (702)228-0677
WWW.HORIZONSURVEYS.COM

Symphony Park
Park Parcels - M-1 & M-2

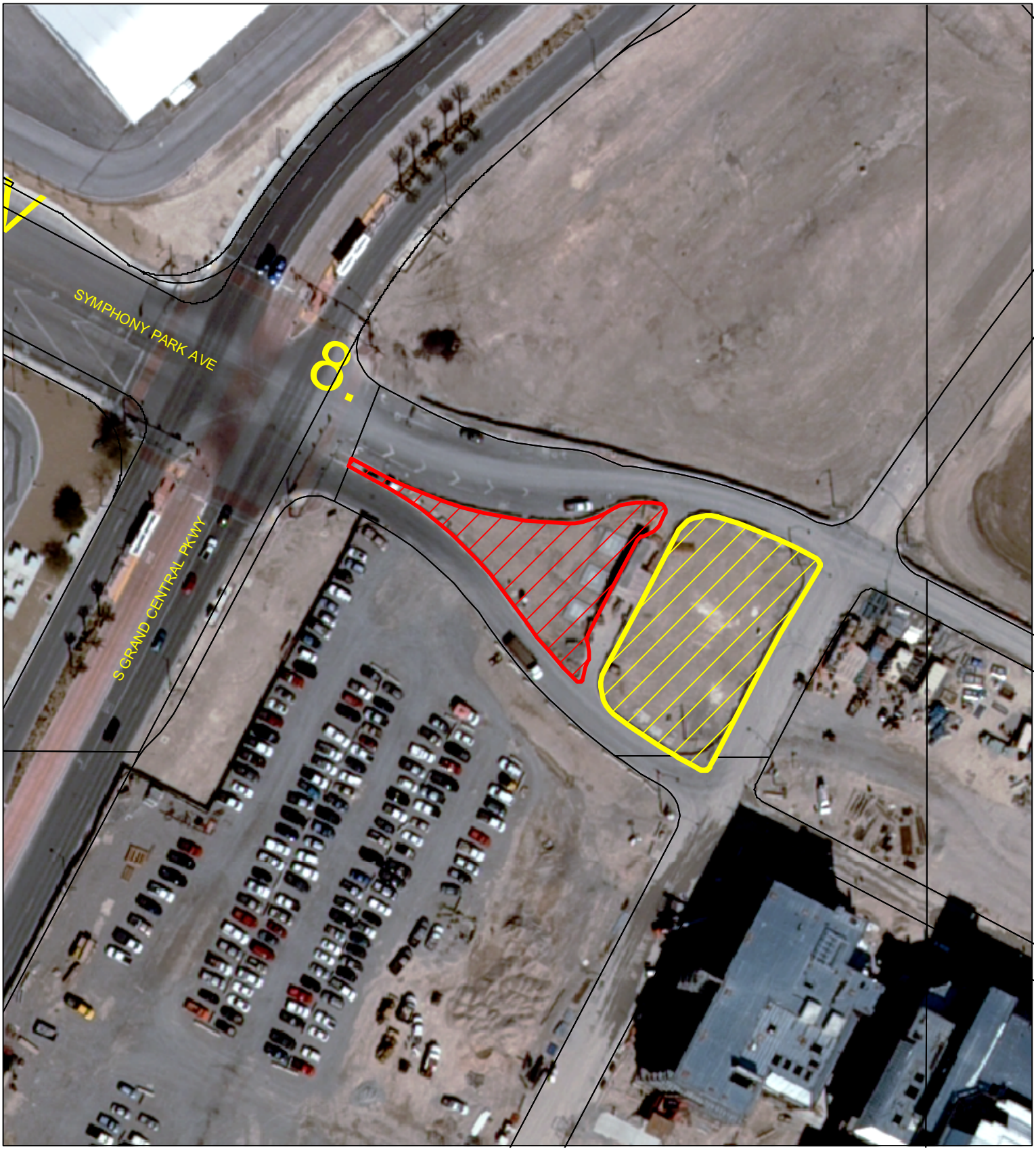


Legend

M-1
M-2

0 40 80 160 Feet

Symphony Park
Park Parcels - M-1 & M-2



Legend

M-1
M-2

0 40 80 160 Feet

City of Las Vegas Agenda Item No.: **14.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 6, 2010

DEPARTMENT: ADMINISTRATIVE SERVICES
DIRECTOR: TED J. OLIVAS ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of the grant award from the State of Nevada Division of Emergency Management for receipt of homeland security funds from the FY2010 Emergency Operation Center (EOC) Grant in the amount of $570,000, subject to a matching local general fund contribution of $142,500 from the FY2010 Green Building Special Revenue Fund - All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $142,500
Funding Source: FY2010 Green Building Special Revenue Fund
Dept./Division: City Manager's Office - Administrative Services

PURPOSE/BACKGROUND:
The Emergency Operations Center (EOC) Grant Program originates from the United States Department of Homeland Security. The program is intended to improve emergency management and preparedness capabilities by supporting flexible, sustainable, secure, strategically located and fully interoperable Emergency Operation Centers with a focus on addressing identified deficiencies and needs. Funding will support the development of the Las Vegas Emergency Operations Center in coordination with the larger project known as the Southern Nevada Regional Public Safety Complex.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Emergency Operation Center Grant Award and Budget Information
2. Federal Assurances, Federal Certifications and Nevada Department of Public Safety Divisor of Emergency Management (DEM) Grant Financial and Program Assurances

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: October 6, 2010
DEPARTMENT: ADMINISTRATIVE SERVICES
ITEM DESCRIPTION: Approval of the grant award from the State of Nevada Division of Emergency Management for receipt of homeland security funds from the FFY2010 Emergency Operation Center (EOC) Grant in the amount of $570,000, subject to a matching local general fund contribution of $142,500

Fully capable emergency operations facilities at the state and local levels are an essential element of a comprehensive national emergency management system and are necessary to ensure continuity of operations and continuity of government in major disasters or emergencies caused by any hazard. The EOC Grant Program is authorized by section 614 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5196c) as amended by section 202 of the Implementing Recommendations of the 9/11 Commission Act of 2007 (Public Law 110-53). Funds for the FFY2010 EOC Grant Program are appropriated under the Department of Homeland Security Appropriations Act, 2010 (Public Law 111-83).

Funding will support the development of the Las Vegas Emergency Operations Center in coordination with the larger project known as the Southern Nevada Regional Public Safety Complex. This is a new construction project that will co-locate the EOC with other critical public safety programs including critical infrastructure protection, 9-1-1 communications dispatch, and training facilities. The Las Vegas EOC and 9-1-1 dispatch will provide facilities that directly serve the cities of Las Vegas, North Las Vegas and Clark County. To a lesser extent, the facilities will serve the cities of Henderson, Mesquite and Boulder City as well as Clark County School District, local private sector utilities and businesses that comprise our community's critical infrastructure.

STATE OF NEVADA
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT

Grant Award			
SUBGRANTEE:	**City of Las Vegas**	**PROJECT NO:**	97052L10
ADDRESS:	500 N Casino Center Blvd Las Vegas, NV 89101		
PROJECT TITLE:	DHS/FEMA FFY10 Emergency Operation Center Grant (EOC)	**FEDERAL GRANT FUNDS:**	$570,000.00
		MATCHING FUNDS:	$142,500.00
GRANT PERIOD:	6/1/2010 11/28/2012	**TOTAL GRANT**	$712,500.00
		TOTAL FEDERAL AWARD	$570,000.00

APPROVED BUDGET FOR PROJECT		
CATEGORY	TOTAL PROJECT COSTS	
FFY2010 Emergency Operation Center Grant		$570,000.00
Matching Funds Requirement		$142,500.00
Special Conditions must be met before funds may be Expended		
TOTAL		**$712,500.00**

This award is subject to the requirements (federal, program and financial assurances) established by the federal government and Division of Emergency Management, Nevada Department of Public Safety. This award is subject to availability of federal funding.

Special Conditions: (If Applicable) This project is approved subject to such conditions or limitations as set forth on the attached page(s).

AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE
Frank S. Siracusa, Chief	**Carolyn Levering, Emergency Manager**
Name and Title of Appointing Official	Name and Title of Appointing Official
X 8/12/2010	X
Signature of Approving Official Date:	Signature of Approving Official Date:

Form: OEM-001

APPROVED AS TO FORM:
9/23/10
Date

ORIGINAL

STATE OF NEVADA
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT

Grant Award			
SUBGRANTEE:	**City of Las Vegas**	**PROJECT NO:**	97052L10
ADDRESS:	500 N Casino Center Blvd Las Vegas, NV 89101		
PROJECT TITLE:	DHS/FEMA FFY10 Emergency Operation Center Grant (EOC)	**FEDERAL GRANT FUNDS:**	$570,000.00
		MATCHING FUNDS:	$142,500.00
GRANT PERIOD:	6/1/2010 11/28/2012	**TOTAL GRANT**	$712,500.00
		TOTAL FEDERAL AWARD	$570,000.00

APPROVED BUDGET FOR PROJECT		
CATEGORY	TOTAL PROJECT COSTS	
FFY2010 Emergency Operation Center Grant		$570,000.00
Matching Funds Requirement		$142,500.00
Special Conditions must be met before funds may be Expended		
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Frank S. Siracusa, Chief	**Carolyn Levering, Emergency Manager**
Name and Title of Appointing Official	Name and Title of Appointing Official
X 8/12/2010	X
Signature of Approving Official Date:	Signature of Approving Official Date:

Form: OEM-001

APPROVED AS TO FORM:
9/23/10
Date

CONFIRMATION COPY

I. Applicant Information	
[redacted]	City of Las Vegas
[redacted]	Las Vegas Region EOC
[redacted]	Local
[redacted]	Non-Competitive
[redacted]	030381610
[redacted]	No funds awarded
[redacted]	$600,000
[redacted]	No funds allocated
[redacted]	Construction
[redacted]	$11,700,000 (includes functions to be co-located)
[redacted]	$600,000
[redacted]	$150,000

II. Overall

Funding will support the development of the Las Vegas Region Emergency Operations Center in coordination with the larger project known as the Southern Nevada Regional Public Safety Complex. This is a new construction project that will co-locate the EOC with other critical public safety programs including intelligence fusion, critical infrastructure protection, 9-1-1 communications dispatch, and training facilities. The Las Vegas Region EOC will provide facilities that directly serve the cities of Las Vegas, North Las Vegas and Henderson as well as Clark County. To a lesser extent, the facilities will serve the cities of Mesquite and Boulder City as well as Clark County School District, local private sector utilities and businesses that comprise our community's critical infrastructure.

Goals for this phase of construction include:

• Finalized master plan, including detailed floor plans for the EOC, a statement of construction cost, and defined construction schedule for completing the project. This will include final design, bidding, and construction administration documents.

III. Needs Assessment

Twenty years ago, Las Vegas was 83.53 square miles and home to 258,295 people. Since then, the Las Vegas population has exploded, and our world has changed in unexpected ways. In the five-year period of 1999-2004, our population grew by a whopping 20%. Our bustling metropolis now encompasses 133 square miles and 599,087 people call this remarkable city home. The recent and prolonged contraction in our tourism-dependent economy has impeded progress towards meeting public safety needs created as a result of that growth. It is difficult for anyone to comprehend or even imagine this kind of growth and the effect it has had on the community.

A Regional Emergency Operations Center feasibility study was conducted by contractor Urban Environmental Research, LLC (www.uerlv.com) and issued on October 23, 2006. Summary findings included the following:

"While the current EOC provides for all of the elements recommended in the 2002 EOC assessment guidance questionnaire, the facility does not have the redundancy of communications infrastructure present in the comparable REOCs studied. Also, the EOC lacks the technological security enhancements also present in these facilities…Any new REOC should be a *multi-use public-safety facility* that serves as a "center for excellence" in the area of coordination, communications, and interoperability for all of the jurisdictions."

Furthermore, the study demonstrates that "a detailed examination of a wide array of REOCs studied, including: New York, NY; Chicago, IL; Los Angeles County, CA; Broward County, FL; King County, WA; and Washoe County, NV indicates that emergency response capabilities have been enhanced as a result of their having a REOC. In particular, dedicated REOCs that are co-located with compatible public-safety functions including training, intelligence, dispatch and communications have been shown to be effective models for leveraging resources and enhancing coordination and emergency response capabilities across jurisdictions. In addition, given the high costs associated with operating and maintaining a state-of-the art communications infrastructure such leveraging of resources can produce significant economies of scale."

This investment is designed to address the Regional EOC needs identified in the study, and leverage not only the economies of scale by co-locating the EOC with other public safety programs, but to also leverage other funding sources dedicated to meeting the needs of each unique program.

IV. Investment Impact

Southern Nevada has no facility dedicated to the 24/7 purpose of performing the function of Emergency Operation Center. This leaves an immense gap in meeting the DHS Target Capability "EOC Management."

In 1990, the 728-square foot conference room serving as the Las Vegas EOC was an adequate facility to coordinate a small, municipality-centered response to occasional flood events. Twenty years of dedicated attention to mitigating flood hazards has significantly reduced this particular threat. However, in that same 20 years, vulnerability to high-consequence hazards has forced a new concern for our level of preparedness.

In 2000, FEMA declared Las Vegas to be amongst the top 10 cities in annualized earthquake loss in the HAZUS study. Newly discovered faults have been mapped to demonstrate that we live in a valley floor fractured with danger. In 2001, the reality of international terror attacks on U.S. soil demonstrated that our "Sin City" image could prove to have severe consequences.

In 2007, the RAND Corporation, commissioned by DHS, ranked Las Vegas as the 9th most likely terror target in the U.S. Our City's high visibility, economic dependence on tourism and image of indulgence makes Las Vegas an attractive target for terrorists seeking to generate worldwide publicity for their cause. The pressure for Las Vegas to protect and respond is increased ten-fold under this white hot spot light.

Tremendous resources have been committed to growing the strength and capacity of public safety response, not just in Las Vegas but in our surrounding cities and in our county. As we have individually grown capabilities, we have also grown to respond to all hazards in a more regionalized manner, ensuring mutual aid and incident command is implemented in accordance with NIMS. The same small room once deemed adequate to meet the City's needs for resource coordination and situational awareness in an emergency now falls woefully short in size, technological enhancements, and usefulness. Upon completion of the new EOC, the Las Vegas region will have an emergency management capability that better matches our risk and need.

V. Pre-Existing Planning

The delivery of the 2006 Feasibility Study launched further studies and research into making the Las Vegas Region EOC, along with the rest of the Regional Public Safety Complex a reality.

An extensive site selection process was conducted. A thorough investigation of 9 separate sites nominated by Las Vegas Urban Area working group stakeholders took place. Major elements in this assessment were: 1) land availability (acreage, land use and zoning, surrounding land use, land value); 2) site accessibility (transportation, access to sewer, utilities); 3) site condition (existing structures, elevation and topography, usable area and shape, opportunity for co-development, geotechnical data, groundwater, site development costs); 4) environmental conditions (floodplain, permitting, site contamination, wetlands, archeological/historical evidence, rare or endangered species); and 5) public acceptance (noise control, displacement of housing and businesses, visual impacts, environmental impacts, neighborhood impacts). A final site was selected and endorsed by stakeholders via the Southern Nevada Regional Planning Coalition in May 2008.

Additionally, a preliminary business plan was developed to include a multi-phased construction approach and estimates for annual operations and maintenance expenses as each phase comes on line.

Work on the Las Vegas Region EOC that has been completed includes: Planning permits pulled, boundary and topographic surveys and plans, site utility study, flood study, geotechnical and geophysical reports, preliminary utility design and coordination, preliminary grading plan, preliminary site design, overall complex and site master plan and analysis, building and site programming assessment, stacking and massing studies, schematic plan concepts and a sustainable strategies report establishing the overall design goals to attain the desired LEED silver building certification.

The City of Las Vegas has experience building other facilities that have incorporated hazard-resistance design guidance provided in documents such as FEMA 426/452 for identifying and mitigating man-made and terrorist threats; FEMA 361 and FEMA 543 for identifying and mitigating flood and wind hazards; and FEMA 310 (ASCE 31) and FEMA 356 for identifying and mitigating seismic hazards. The Las Vegas Region EOC will also consider these guidance documents.

VI. Funding Plan

The master plan component of this investment accounts for the bulk of requested funds. Architectural and engineering fees include detailed site plans and the placement of the Las Vegas Region EOC within the domain of the Regional Public Safety Complex. Detailed floor plans and statement of probable cost of construction are also included. Administrative and legal expenses relative to bidding, construction administration and defined construction schedule round out the master plan.

VII. Funding Sources

Although terrible economic conditions and competing public safety priorities have made it challenging to assign capital funds to build this project to-date, the City of Las Vegas has been successful in applying non-capital funding sources towards the acquisition of land, architectural design of the building, and a significant portion of site development including civil engineering, environmental impact assessments and geotechnical and geophysical surveys. The City of Las Vegas adopted an ordinance that requires all new city facilities to be built to meet or exceed the LEED Silver standard. As a result of this ordinance, Las Vegas will pledge up to $350,000 in local general funds towards maximizing the use of renewable energy via solar photo-voltaic equipment for this facility.

Additional funding sources MAY include but are not limited to:

- Local government bonds,
- Additional tax levies such as retail, property, gaming/business, government services, alcoholic beverage/cigarette tax, live entertainment tax, state lottery, motor vehicle registration, real property transfer, room tax, tire, tax, and traffic and parking citation fees,
- Receipt of eminent domain funds for replacing the fire communications office due to highway widening project (pending transportation stimulus funds),
- Current and future fiscal year HSGP grants to support non-construction related costs, such as equipment,
- Grants from private foundations and private sector for public safety,
- Community Block Development Grant,
- Defense Advanced Research Projects Agency (DARPA)

VIII. Investment Challenges

1. Current economic climate might induce a chilling effect on private sector partnerships. *Probability: MEDIUM.* Although the economy is forcing all stakeholders to make hard cuts in personnel and priorities, the Las Vegas Region EOC is a benefit for all. Private sector partners are invested in the outcomes which will produce faster, more effective public safety response to their facilities.

2. Coordination of multiple funding sources, including grant expiration dates, implementation of

reasonable construction schedules and time tables. *Probability: MEDIUM.* Strong project management and a lull in current planning and building industry locally are tools and incentives to be employed in ensuring timely completion of tasks and objectives.

IX. Project Management

Governance: The Nevada Commission on Homeland Security provides the overarching governance for all Nevada DHS-funded investments. State Administrative Agency oversight and process guidance is provided by the Nevada Division of Emergency Management. Locally, the Southern Nevada Regional Planning Committee will provide policy and direction for this project.

Project Management: Although this is a multijurisdictional project, the City of Las Vegas has assumed the lead role in project management. Under the direction of the City Manager, the Public Works and Engineering Department through its Office of Architectural Services is coordinating project management with the Office of Emergency Management. Other members of the management team include representatives from the Las Vegas Metropolitan Police Department, City of Henderson, City of North Las Vegas and Clark County.

Contract Management: The City of Las Vegas Purchasing and Contracts Division is coordinating the required bidding and contracting processes.

Financial and Administrative Management: The City of Las Vegas Finance Department is the fiduciary agent for all funds. The Office of Emergency Management ensures all grant awarded funds are utilized for eligible expenditures only.

X. Milestones

1. Complete development of a finalize floor plans.

START: 30 September 2010. COMPLETION: 30 March 2011.

2. Complete a statement of probable construction cost.

START: 30 January 2011. COMPLETION: 30 March 2011.

3. Complete construction schedule. Including bidding process and construction administration documents.

START: 30 March 2011. COMPLETION: 31 December 2011.

4. Begin Construction.

START: 1 January 2012. COMPLETION: 30 June 2013.

OMB Approval No. 0348-0041

BUDGET INFORMATION - Construction Programs

NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case, you will be notified.

COST CLASSIFICATION	a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Columns a-b)
1. Administrative and legal expenses	$ 0 .00	$ .00	$ 0 .00
2. Land, structures, rights-of-way, appraisals, etc.	$ .00	$ .00	$ 0 .00
3. Relocation expenses and payments	$ .00	$ .00	$ 0 .00
4. Architectural and engineering fees	$ 1,432,000 .00	$ 1,332,000.00	$ 100,000 .00
5. Other architectural and engineering fees	$ 434,000 .00	$ 434,000.00	$ 0 .00
6. Project inspection fees	$ 216,000 .00	$ 216,000.00	$ 0 .00
7. Site work	$ 1,460,250 .00	$ 960,250.00	$ 500,000 .00
8. Demolition and removal	$ .00	$ .00	$ 0 .00
9. Construction	$ 8,150,750 .00	$ 8,150,750.00	$ 0 .00
10. Equipment	$ .00	$ .00	$ 0 .00
11. Miscellaneous	$ .00	$ .00	$ 0 .00
12. SUBTOTAL *(sum of lines 1-11)*	$ 11,693,000 .00	$ 11,093,000.00	$ 600,000 .00
13. Contingencies	$ 15,000 .00	$ 15,000.00	$ 0 .00
14. SUBTOTAL	$ 11,708,000 .00	$ 11,108,000.00	$ 600,000 .00
15. Project (program) income	$ .00	$ .00	$ 0 .00
16. TOTAL PROJECT COSTS *(subtract #15 from #14)*	$ 11,708,000 .00	$ 11,108,000.00	$ 600,000 .00
FEDERAL FUNDING			
17. Federal assistance requested, calculate as follows: (Consult Federal agency for Federal percentage share.) Enter the resulting Federal share.	Enter eligible costs from line 16c Multiply X 25.00 %		$ 150,000.00

FEDERAL ASSURANCES

The applicant hereby assures and certifies compliance with all federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-133, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of federal funds for this federally-assisted project. Administrative Requirements 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 2 CFR Part 215, Institutions of Higher Education, Hospital and other Non-Profit Organizations. Cost Principles, 2 CFR Part 225, State and Local Governments, 2 CFR Part 220, Educational Institutions, 2 CFR Part 230 Non-Profit Organizations and Federal Acquisitions Regulations Sub-part 31.2, Contracts with Commercial Organizations. In addition, the applicant assures and certifies that:

I. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

II. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally-assisted programs.

III. It will comply with provisions of federal law which limit certain political activities of employees of a state or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)

IV. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.

V. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

VI. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.

VII. It will comply with all requirements imposed by the federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.

VIII. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

IX. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

X. Environmental and Historic Preservation Compliance. FEMA is required to consider the potential impacts to the human and natural environment of projects proposed for FEMA funding. FEMA, through its Environmental and Historic Preservation (EHP) Program, engages in a review process to ensure that FEMA-funded activities comply with various Federal laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).

- **a.** Any project with the potential to impact EHP resources (see Section E.8) cannot be initiated until FEMA has completed its review. The sub-grantees shall provide any information requested by FEMA to ensure compliance with applicable Federal EHP requirements.

b. Grantees may be required to provide detailed information about the project, including the following: location (street address or map coordinates); description of the project including any associated ground disturbance work, extent of modification of existing structures, construction equipment to be used, staging areas, access roads, etc.; year the existing facility was built; natural, biological, and/or cultural resources present in the project vicinity; visual documentation such as site and facility photographs, project plans, maps, etc; and possible project alternatives. For certain types of projects, FEMA must consult with other Federal, state and local agencies such as the U.S. Fish and Wildlife Service, State Historic Preservation Offices, and the U.S. Army Corps of Engineers, as well as other Federal, State, Local and Tribal Nations agencies and organizations responsible for protecting natural and cultural resources.

c. For projects with the potential to have significant adverse effects on the environment and/or historic properties, FEMA's EHP review and consultation may result in a substantive agreement between the involved parties outlining how the sub-grantee will avoid the effects, minimize the effects, or, if necessary, compensate for the effects. Because of the potential for significant adverse effects to EHP resources or public controversy, some projects may require an additional assessment or report, such as an Environmental Assessment, Biological Assessment, archaeological survey, cultural resources report, wetlands delineation, or other document, as well as a public comment period.

d. Sub-grantees are responsible for the preparation of such documents, as well as for the implementation of any treatment or mitigation measures identified during the EHP review that are necessary to address potential adverse impacts.

e. Failure of the sub-grantee to meet Federal, State, and local EHP requirements, obtain applicable permits, and comply with any conditions that may be placed on the project as the result of FEMA's EHP review may jeopardize Federal funding.

XI. It will comply, and assure the compliance of all its sub-sub-grantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable federal laws, orders circulars, or regulations.

XII. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

XIII. It will comply, and all its sub-grantee and contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

XIV. Services to limited English proficient (LEP) persons. Recipients of FEMA financial assistance are required to comply with several Federal civil rights laws, including Title VI of the Civil Rights Act of 1964, as amended. These laws prohibit discrimination on the basis of race, color, religion, natural origin, and sex in the delivery of services. National origin discrimination includes discrimination on the basis of limited English proficiency.

a. To ensure compliance with Title VI, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary.

b. The sub-grantee is encouraged to consider the need for language services for LEP persons served or encountered both in developing their proposals and budgets and in conducting their programs and activities. For additional information, see http://www.lep.gov. Integrating individuals with disabilities into emergency planning. Section 504 of the Rehabilitation Act of 1973, as amended, prohibits discrimination against people

with disabilities in all aspects of emergency mitigation, planning, response, and recovery by entities receiving financial funding from FEMA.

c. Executive Order #13347, entitled "Individuals with Disabilities in Emergency Preparedness" signed in July 2004, requires the Federal Government to support safety and security for individuals with disabilities in situations involving disasters, including earthquakes, tornadoes, fires, floods, hurricanes, and acts of terrorism.

d. Executive Order 13347 requires the federal government to, among other things, encourage consideration of the needs of individuals with disabilities served by State, local, and tribal governments in emergency preparedness planning.

e. FEMA has several resources available to assist emergency managers in planning and response efforts related to people with disabilities and to ensure compliance with Federal civil rights laws:
Guidelines for Accommodating Individuals with Disabilities in Disaster: The Guidelines synthesize the array of existing accessibility requirements into a user friendly tool for use by response and recovery personnel in the field.

i. Guidelines are available at, http://www.fema.gov/oer/reference/

ii. Disability and Emergency Preparedness Resource Center: A web based "Resource Center" that includes dozens of technical assistance materials to assist emergency managers in planning and response efforts related to people with disabilities can be found at, http://www.disabilitypreparedness.gov

iii. Emergency Planning for Persons with Disabilities and Special Needs: http://www.LLIS.gov

XV. In the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

XVI. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for $500,000 or more.

XVII. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

XVIII. Compliance with the National Energy Conservation Policy and Energy Policy Acts. In accordance with the 2008 DHS Appropriations Act, all FY 2008 grant funds must comply with the following two requirements:

a. None of the funds made available through shall be used in contravention of the Federal buildings performance and reporting requirements of Executive Order No. 13123, part 3 of title V of the National Energy Conservation Policy Act (42 USC 8251 et. Seq.), or subtitle A of title I of the Energy Policy Act of 2005 (including the amendments made thereby).

b. None of the funds made available shall be used in contravention of section 303 of the Energy Policy Act of 1992 (42 USC13212).

XIX. HSPD-5 requires that federal agencies tie federal preparedness funding eligibility directly to progress on **NIMS implementation**. Inability to demonstrate compliance with required NIMS implementation activities could affect federal preparedness funding at any level of government – state agency, county, local jurisdiction or department. Those receiving, or planning to receive, federal preparedness funding from any federal sources should examine the applicable grant guidance to determine eligibility requirements.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above assurances and certifications.

NAME:_____ TITLE:_____

SIGNATURE:_____ DATE:_____

*Must be signed by the County Manager/Chief Financial Officer, the Tribal Chairman/designee or the state agency director as appropriate

APPROVED AS TO FORM:

9/23/16
Date

FEDERAL CERTIFICATIONS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug- Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when determination is made to award the covered transaction, grant, or cooperative agreement.

I. LOBBYING

1. As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:
   a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
   b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
   c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

II. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67

1. The applicant certifies that it and its principals:
   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
   b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
   c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
   d. Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and
2. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

III. DRUG-FREE WORKPLACE (SUB-GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for sub-grantees, as defined at 28 CFR Part 67

1. The applicant certifies that it will or will continue to provide a drug-free workplace by:
   a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sub-grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

b. Establishing an on-going drug-free awareness program to inform employees about
  - **i.** The dangers of drug abuse in the workplace;
  - **ii.** The sub-grantee's policy of maintaining a drug-free workplace;
  - **iii.** Any available drug counseling, rehabilitation, and employee assistance programs; and
  - **iv.** The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
  - **i.** Abide by the terms of the statement; and
  - **ii.** Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency, in writing, within 10 calendar days after receiving notice from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the Department of Homeland Security. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice with respect to any employee who is so convicted
  - **i.** Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - **ii.** Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace.

IV. NON-SUPPLANTING CERTIFICATION

This certification affirms that grant funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Applicants or sub-grantees may be required to supply documentation certifying that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.

SPECIAL CONDITIONS

The grantee/sub-grantee is prohibited from obligating, expending or drawing down funds provided through this award until a Budget Review is completed and approved by FEMA Regional Office and an official notice has been issued removing the special conditions.

Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA) as amended (22 U.S.C. 7104 (g).

"Classified national security information" as defined in the Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above assurances and certifications.

NAME:_____ TITLE:_____

SIGNATURE:_____ DATE:_____

* Must be signed by the County Manager/Chief Financial Officer, the Tribal Chairman/designee or the state agency director as appropriate

APPROVED AS TO FORM:
9/23/10
Date

NEVADA DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT (DEM)
GRANT FINANCIAL AND PROGRAM ASSURANCES

These assurances are to specify the requirements for State, Local, Indian Tribal Governments, higher education, hospitals, and other non-profit organizations while performing the administrative functions for any federal grant funds. The applicant hereby assures compliance with the following conditions as part of the Notice of Grant Award:

I. FEDERAL SINGLE AUDIT

1. Sub-grantee's shall comply with the Federal Single Audit Act (31 U.S.C. par., 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the sub-grantee must have an annual audit conducted in accordance with OMB Circular A-133 if the sub-grantee expends more than $500,000 from federal awards. If the sub-grantee has expended more than $500,000 in federal dollars, a copy of the subrecipient's audit report for the previous fiscal year must be submitted to the Nevada Department of Public Safety for review within the earlier of 30 days after receipt of the auditor's report(s), or 13 months after the end of the audit period, unless a different period is specified in a program-specific audit guide. Unless restricted by law or regulation, the auditee shall make report copies available for public inspection.
   a. Required documentation for the performance of internal audits must be provided to the Division of Emergency Management (DEM) upon request within 30 days. Grant closeout is contingent upon the DEM audit and resolution of any discrepancies. Any non-submission of required internal audit documentation could result in the delay or non-payment of reimbursement requests, the deobligation of remaining Federal funds and/or jeopardize your eligibility to receive further Federal funding through DEM.
2. Sub-grantee's who expend less than the required $500,000 under the Federal Single Audit Act (31 U.S.C. par., 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), which is incorporated into this agreement by reference, will provide to the State of Nevada Department of Public Safety uncertified financial statements, (financial statements without the opinion of an independent external auditor) including notes and a schedule of expenditures of federal awards for your fiscal year end, signed by the sub-grantee's executive management within the earlier of 30 days after receipt of the financial report(s), or nine months after the end of the reporting period.
3. Grant revenue and expenditure records and supporting documentation must be maintained and made available upon request to the DEM for desk review or onsite monitoring visit purposes.

II. FISCAL RESPONSIBILITY

1. Financial management must comply with the requirements of OMB Circular A-102 or 2 CFR, Part 215 (*A-110*), whichever is applicable to your organization, and which are incorporated into these assurances by reference.
2. All grant expenditures are to be reasonable and allowable in accordance with 2 CFR Part 220 (*A-87*), 2 CFR Part 225 (*A-122*) or 2 CFR Part 230 (*A-122*), whichever is applicable to your organization, and which are incorporated into these assurances by reference.
3. Payment made by the DEM to the sub-grantee shall be on a reimbursement basis only and is conditioned upon receipt of applicable, accurate and complete reimbursement and match supporting documentation to be submitted by the sub-grantee. All payments will be contingent upon receipt of all fiscal and programmatic reports required of the sub-grantee under these assurances.
   a. Supporting documentation shall include, but is not limited to invoices, documented program/project deliverables, travel claims, payment vouchers, payroll reports, staffing/volunteer timesheets, contracts, bid/procurement process documentation, lease agreements, agenda's, meeting attendance documentation, training documentation, After Action Reports (AAR), Authorized Equipment Lists (*AEL*), Central Contractor Registry (CCR), Excluded Parties Listing (*EPLS*) and must be cross referenced to approved budgets.

b. All equipment requested must be on the approved equipment list (*AEL*). The DEM will not reimburse for any equipment purchased which is not identified on the AEL list or is not on the approved Budget Detail Matrix.

4. The sub-grantee is aware of and shall comply with the cost-sharing requirements of the federal grant program (*if applicable*).

a. Match supporting documentation must be kept in the same manner as reimbursement supporting documentation for grant funds and meet the following criteria for costs to be eligible as match:

1. The costs must be allowable under the grant program.
2. The costs must be in compliance with all Federal requirements and regulations (*i.e., 44 CFR Part 13 and 2 CFR Part 215, Part 225, Part 230 and OMB Circular A-102 as applicable to your organization*).
3. The costs must be reasonable, allowable, allocable, and necessary.
4. The following documentation is required for third-party cash and in-kind contributions, but is not limited to: Record of donor; Dates of donation; Rates for staffing, equipment or usage, supplies, etc.; Amounts of donation; and Deposit slips for cash contributions. According to 44 CFR § 13.24, this documentation is to be held at the applicant and sub-applicant level.
5. Except as provided by Federal statute, a cost sharing or matching requirement may not be met by costs borne by another Federal grant or Federal funding.
6. The source of the match funds must be identified in the grant application.
7. Every item must be verifiable, i.e., tracked and documented.
8. Any claimed cost share expense can only be counted once.

5. Sub-grantees will comply with the FEMA/Grant Programs Directorate policy regarding the use of preparedness grant funding for sustainment costs. Grant funds may be used to cover only those maintenance agreements, user fees, and other sustainment costs provided during the grant performance period in which the device was purchased.

6. Sub-grantees may not use future year preparedness grant funding to pay for additional agreements and user fees. All ongoing expenses after the performance period has expired are the responsibility of the grantee/sub-grantee and will not be paid for with FEMA preparedness grant funding.

a. Sub-grantee's may use FEMA preparedness grant funding to pay for maintenance agreements, user fees, and other sustainment costs as long as:

1. The equipment was purchased with FEMA preparedness grant funding.
2. The sustainment costs fall within the performance period of the grant that was used to purchase the equipment.

b. Sustainment costs are eligible under the equipment category unless the equipment is M&A related (grants management equipment).

III. FISCAL REPORTING RESPONSIBILITY

1. Quarterly financial reports with supporting documentation shall be submitted to the DEM within 30 days, but no later than 45 days following the close of each quarter of the sub-grant period. The final financial report must be submitted to the DEM no later than 60 days following the end of the sub-grant period. Late reports, unless approved by the DEM, could delay reimbursement or result in non-payment of the claim. All forms used for reporting are provided by the DEM. The submission of inaccurate or incomplete information with unapproved reporting documentation and/or templates will result in the rejection of the Quarterly report.

   As applicable for grant programs, reports consist of, but are not limited to:

   a. Division of Emergency Management Quarterly Financial Report
   b. Quarterly Progress Summary
   c. Program Narrative
   d. Approved Budget Detail Matrix
   e. Quarterly Project Plan/Work Plan (*EMPG*).

2. Sub-grantee understands that, except for extraordinary circumstances that will be handled on a case by case basis, requests to transfer funds between budget categories, or requests to purchase items not previously authorized will not be approved. Written approval must be obtained from the DEM prior to the transfer of funds between budget categories or the expenditure of funds for newly identified items. All requests must be submitted to the DEM on the approved Project Change Request form. The Project Change Request form must be accompanied by, but is not limited to, a Revised Budget Detail Matrix and written justification.

IV. FUNDS MANAGEMENT

1. The sub-grantee must maintain funds received under these assurances in separate ledger accounts and cannot mix these funds with other sources. The sub-grantee must manage funds according to applicable federal regulations for administrative requirements, costs principles and audits.
2. The sub-grantee must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained include, but are not limited to: Financial Management, Procurement, Personnel, Equipment, Property and Travel.
3. A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

V. PROGRAM RESPONSIBILITY

1. Quarterly program reports with supporting documentation shall be submitted to the DEM within 30 days, but no later than 45 days following the close of each quarter of the grant period. The final Program Report must be submitted to the DEM no later than 60 days following the end of the grant period. Late reports, unless approved by the DEM, could delay reimbursement. Late reports, unless approved by the DEM, could result in non-payment of the claim. All forms used for reporting are provided by the DEM. The submission of inaccurate or incomplete information and unapproved documentation will result in the rejection of the Quarterly final report.

   As applicable for grant programs, reports consist of, but are not limited to:
   a. Division of Emergency Management Quarterly Financial Report
   b. Quarterly Progress Summary
   c. Program Narrative
   d. Approved Budget Detail Matrix
   e. Quarterly Project Plan
2. A completed Project Plan form shall be submitted to DEM prior to issuance of any sub-grant.
   a. The project plan must clearly document all individual projects, milestones, tasks, deliverables and timelines, must support and be traceable to the approved Budget Detail Matrix and the federally approved Investment Justification.
   b. Late submission could result in delay of reimbursement, and failure to comply could result in non-payment of reimbursement claims.
3. The Program Narrative for exercises shall address the following required elements of the Nevada Exercise Program (*contact the DEM for the Nevada Exercise Program instructions if applicable to your program*):
   a. All training funded by DHS grants must be pre-approved by the State DEM Training Officer.
   b. Annual participation in the Training and Exercise Plan Workshop (TEPW) to collaborate with all agencies in the development, planning and implementation of the Multi-Year Exercise and Training Plan (MYTEP) regarding training and exercise types, dates, locations, target capabilities, and/or Federal funding.
   c. Each county-level jurisdiction will identify a National Exercise Schedule (NEXS) point of contact that will serve as the Exercise Scheduler. The county-level Scheduler will be responsible for the submission of all required exercise information to the NEXS website. This requires approval by the State Exercise Officer.
   d. Electronic submission of the AAR/IP to the DEM within 60 days of the conduct of the exercise utilizing the DHS-approved format and process.
      i. One hard copy of the AAR/IP shall be submitted to the DEM Exercise Training Officer and one electronic copy of AAR/IP shall be submitted via the DHS Secure Portal in the Nevada Folder with an email notifying the State of Nevada Exercise Training Officer of the submission.

VI. EQUIPMENT MANAGEMENT

Effective control and accountability must be maintained for all equipment acquired with federal funds. The sub-grantee must adequately safeguard all such equipment and must assure that it is used solely for authorized purposes as described in the guidance. The sub-grantee will use, manage, and dispose of such property in accordance with 44 CFR Part § 13.32.

1. As required by 44 CFR Ch I, § 13.32 Equipment, the Division of Emergency Management, for compliance monitoring purposes as policy for all state agency sub-grantees equipment/asset management internal controls/policies and procedures will follow the regulatory compliance of the Nevada SAM 1544.0, NRS 354.625 and NRS 333.220, which applies a state mandated $1,000.00 per unit threshold.
2. As required by 44 CFR Ch I, § 13.32 Equipment, all other Local, Indian Tribal Governments, higher education, hospitals, and other non-profit sub-grantees for compliance monitoring purposes as policy will follow the regulatory compliance of 44 CFR Ch I, § 13.32 which applies a federally mandated $5,000.00 per unit threshold.
3. Accurate records maintained on all acquisitions and dispositions of property acquired with Federal awards.
4. Federally funded equipment records must contain description (including serial number or other identification number), source, who holds title, acquisition date and cost, percentage of Federal participation in the cost, location, condition, and disposition data.
5. Property tags are placed on equipment.
6. At a minimum, a physical inventory of the Federally funded property must be taken and reconciled with the property records at least once every two years in accordance with 44 CFR Part § 13 or by jurisdictional regulation or guidance.
7. Procedures established to ensure that the Federal awarding agency is appropriately reimbursed for dispositions of property acquired with Federal awards.
    a. When the equipment is no longer needed, the grantee or sub-grantee will request disposition instructions from the Federal agency.
    b. Items of equipment with a current per-unit fair market value of less than $5,000 may be retained, sold or otherwise disposed of with no further obligation to the federal awarding agency.
    c. Items of equipment with a current per unit fair market value in excess of $5,000 may be retained or sold and the federal awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the federal awarding agency's share (*the Federal percentage of participation*) of the equipment.
8. Policies and procedures in place for responsibilities of recordkeeping and authorities for disposition.

VII. SUB-GRANTEE MONITORING

The sub-grantee agrees to participate in annual monitoring visits and to follow up and take corrective action on all identified non-conformances and observations with action which includes, but is not limited to; the submission and implementation of corrective action plans to the DEM.

1. The sub-grantee is responsible for follow-up and corrective action on all non-conformances and observations with action from the DEM.
2. The sub-grantee shall prepare a corrective action plan(s) for identified non-conformances and observations with action.
3. The sub-grantee will implement the approved corrective action plan(s) for non-conformances and observations with action.

VIII. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

1. Any publication, invention, patent, photograph, negative, book, drawing, record, document, or other material prepared by the sub-grantee in the performance of its obligations under this grant shall be the exclusive property of the State of Nevada and all such material shall be returned to the state upon completion or termination of this grant.
2. Whenever possible equipment, real property, Public Service Announcement's etc. should reflect, "made possible by the Nevada Department of Public Safety Division of Emergency Management and paid for by FEMA/DHS."

IX. INDEMNIFICATION

1. Sub-grantee agrees to indemnify, save and hold the state, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this agreement by sub-grantee, its agents or employees.

X. CONFIDENTIALITY OF RECORDS

1. If this grant funds any form of written or visual material that identifies employees of the DEM, prior approval must be obtained from the DEM before publishing or finalization.

XI. ASSIGNMENT AND DELEGATION

1. The sub-grantee shall neither assign, transfer nor delegate any rights, obligations or duties under this Notice of Grant Award without prior approval of the DEM

XII. DEBARMENT CERTIFICATION

1. The sub-grantee agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions".

XIII. CONTRACTORS

1. The sub-grantee may enter into written contract(s) for products and/or services pertaining to its functions under the grant award in accordance with terms established in the State of Nevada procurement policy, OMB Circulars, the DHS Financial Management Guide, and the DHS Program Guides.
2. The sub-grantee agrees and understands that no contract that the sub-grantee enters into with respect to performance under the grant award shall in any way relieve the sub-grantee of any responsibilities for performance if its duties.

XIV. NATIONAL INCIDENT MANAGEMENT MANAGMENT SYSTEM (NIMS)

1. The Department of Homeland Security released the National Incident Management System (NIMS) as required by Homeland Security Presidential Directive (HSPD) 8 Management of Domestic Incidents and Preparedness. HSPD-5 established and designated the National Integration Center (NIC) Incident Management Systems Division as the lead federal entity to coordinate NIMS compliance.
2. To be eligible to receive grant funding, applicants must meet NIMS compliance requirements. State, Territory, Tribal, and local governments are considered to be in full NIMS compliance if they have adopted and/or implemented compliance activities, as determined by the National Incident Management System Capability Assessment Support Tool (NIMSCAST) or other accepted means. Additional information on achieving compliance is available at http://www.fema.gov/emergency/nims/

XV. APPLICABLE FEDERAL REGULATIONS

The sub-grantee must comply with the Office of Management and Budget *(OMB)* Circulars and other federal guidance including but not limited to:

1. Grant Program Guidance issued by the U.S. Department of Homeland Security, at http://www.fema.gov/government/grant/index.shtm
2. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, at http://www.whitehouse.gov/omb/circulars_a133/
3. OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments, at http://www.whitehouse.gov/omb/circulars_a102/
4. 2 CFR, Part 215, Uniform administrative requirements for grants and agreements with institutions of higher education, hospitals, and other non-profit organizations (*OMB A–110*), at http://www.whitehouse.gov/omb/assets/omb/circulars/a110/2cfr215-0.pdf
5. 2 CFR Part 220, Cost Principles for Educational Institutions (*OMB A-21*), at http://www.whitehouse.gov/omb/assets/omb/fedreg/2005/083105_a21.pdf
6. 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments (*OMB A–87*), at http://www.whitehouse.gov/omb/assets/omb/fedreg/2005/083105_a87.pdf
7. 2 CFR Part 230, Cost Principles for Non-Profit Organizations (*OMB A–122*), at http://www.whitehouse.gov/omb/assets/omb/fedreg/2005/083105_a122.pdf
8. 44 CFR Part 13, Emergency Management and Assistance, at http://www.access.gpo.gov/nara/cfr/waisidx_08/44cfr13_08.html
9. U.S. Department of Homeland Security Authorized Equipment List (AEL) available at https://www.rkb.us/mel.cfm?subtypeid=549

XVI. TERMINATION

The DEM retains the right to terminate this sub-grant, for cause, at any time before completion of the grant period when it has determined that the sub-grantee has failed to comply with the conditions of these assurances.

1. The DEM reserves the right to terminate the grant in whole or in part due to the failure of the sub-grantee to comply with any term or condition of the signed and agreed upon assurances, failure to communicate with or respond to any State Administrative Agency (SAA) request or communication, to acquire and maintain all required insurance policies, bonds, licenses, permits and certifications or to make satisfactory progress in performing the program, financial and administrative requirements of the grant.
2. The DEM staff shall provide written notice of the termination and the reasons for such actions to the sub-grantee.
3. The DEM may, upon termination of the award, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under the award. The sub-grantee shall be liable to the DEM for any excess costs incurred by the DEM in procuring materials or services in substitution for those due from the sub-recipient.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above assurances and certifications.

NAME:_____ TITLE:_____

SIGNATURE:_____ DATE:_____

* Must be signed by the County Manager/Chief Financial Officer, the Tribal Chairman/designee or the state agency director as appropriate

APPROVED AS TO FORM:

9/23/10
Date

City of Las Vegas Agenda Item No.: **15.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 6, 2010

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT
DIRECTOR: BILL ARENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a grant award in the amount of $14,882.39 from the Nevada Commission for Cultural Affairs to the City of Las Vegas for rehabilitation of the historic Federal Building-United States Post Office for reuse as a museum located at 300 Stewart Avenue (APN 139-34-501-007) - Ward 5 (Barlow)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
The Nevada Commission for Cultural Affairs 2008 supplemental grant award to the City of Las Vegas, through the State Historic Preservation Office, will be used to continue rehabilitation work to the historic Federal Building-United States Post Office (aka Las Vegas Post Office) by implementing exhibit space preparation work for the new museum.

RECOMMENDATION:
Approval.

BACKUP DOCUMENTATION:
Grant Agreement

COMMISSION FOR CULTURAL AFFAIRS FUNDING AGREEMENT

This Agreement is made and entered into between the State of Nevada, acting by and through the State Historic Preservation Office, hereinafter referred to as "STATE" and **CITY OF LAS VEGAS**, Hereinafter referred to as "APPLICANT". This Agreement is entered into pursuant to the authority contained in NRS 233C.200.

Affixed to and made a part hereof are the following attachments.

/X/ ATTACHMENT A – Scope of Work/Budget

/ / ATTACHMENT B – Covenants

/ / ATTACHMENT C – Assurances

WHEREAS, the STATE will administer a State Bond grant-in-aid in an amount of **$14,882.39** to assist in the **REHABILITATION OF HISTORIC DOWNTOWN POSTOFFICE.** NOW, THEREFORE, the APPLICANT in undertaking this project agrees to:

1. Duly and faithfully comply with the terms and conditions of this Agreement, all applicable federal and State laws.
2. At all times during regular business hours or at an agreed to time and as often as the STATE requires, permit authorized representatives of the STATE full and free access to the project and to the accounts, records, and books of the APPLICANT relative hereto, including the right to make transcripts from such accounts, records, and books. Such accounts, records, and books must be retained for three (3) years after the completion of the project.
3. Indemnify and save and hold the State of Nevada, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this Agreement, subject to NRS Chapter 41.
4. Provide the STATE with progress reports in a format prescribed by the STATE during

the term of the grant to be submitted on **11/1/10** and during the term of this Agreement and any amendments thereto. A final completion report shall be submitted by the APPLICANT in a format prescribed by the STATE by **2/15/11.**

5. Maintain:
   a. An accurate record of all expenditures related to the project. Records must be supported by source documentation. Audits may be required by the STATE. Such audits shall be at the expense of the applicant and are considered an allowable project cost.
   b. A special account for the project so that an exact itemization of project expenditures can be submitted by check number along with copies of canceled checks and itemized invoices.
   c. A comparison of actual expenditures with budgeted amounts submitted to the STATE for this Agreement.
6. Notify the STATE immediately in writing of problems or changes in scope of work, budget, product, and performance reporting. No changes can be made without prior written approval from the STATE.
7. Following the notification of the grant award and before work begins, the APPLICANT will attend a project conference held by the STATE. It is the responsibility of the APPLICANT to coordinate the conference date and time.

THEREFORE, the parties to this Agreement acknowledge and will comply with the following general terms:

1. Payment of the grant shall be made upon compliance with the terms of this Agreement which include:

a. An inspection by the STATE to ensure that work has been completed satisfactorily in accordance with the terms of this Agreement.

b. Submission of satisfactory progress reports as referred to above.

c. Submission of Requests for Reimbursement should be executed by the person in charge of the project. The request shall be accompanied by copies of all original bills from contractors, suppliers, and vendors. Proof of payment of those bills will be required at the close of the grant period. A progress report must accompany all requests for reimbursements.

d. The STATE may, at its discretion, retain ten percent (10%) of the STATE'S Contribution to the project. When the final completion report and proof of payment of all bills and canceled checks has been received and approved in writing by the STATE, the funds retained will be paid to the APPLICANT.

e. Progress payments may be made at the discretion of the STATE upon the completion of distinct phases of work provided that the above-mentioned conditions have been met for each phase of work.

f. Any progress payments by the STATE shall not constitute nor be construed as a waiver by the STATE of any breach of covenants or any default which may exist on the part of the APPLICANT, nor shall any such breach or default impair or prejudice any right or remedy available to the STATE.

2. In any news release or printed material describing or promoting the project or any material produced as a result of the grant, appropriate credit shall be given to the STATE by including the phrase "this project has been funded with the assistance of the State of Nevada Commission for Cultural Affairs."

3. Continuation of this grant is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. Reservation of funds based upon budget reductions is included herein. The STATE may reduce or terminate this grant, and the grantee waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if, for any reason, the granting agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

4. The STATE or the Applicant may terminate this Agreement in whole, or in part, when both parties agree that the continuation of the project will not produce beneficial results commensurate with the further expenditure of funds. The two parties must both agree in writing upon the termination condition, including the effective date, and in the case of partial termination, the portion to be terminated.

5. If the APPLICANT fails to comply with any of the terms of this Agreement, the STATE shall have the right to cancel this Agreement without the consent of the APPLICANT and to file suit, in law or equity. The purpose of the suit shall be to cause the APPLICANT to cure said violations or to obtain the return of funds granted to the APPLICANT by the STATE. Such suit may be brought in the District Court of the county in which the property is located.

6. The commencement date for all work to be performed under this Agreement is **9/01/10.** The termination or end date is **12/31/10.** No work performed at any time other than described in this paragraph shall be considered as an eligible activity for reimbursement purposes. All requests for reimbursement must be submitted to the STATE no later than **1/31/11.** Requests that have not been received at the office of the STATE by this date shall not be paid pursuant to this funding Agreement.

7. This funding Agreement shall be construed and interpreted according to the laws of the State of Nevada.

8. All work conducted by the APPLICANT shall be assessed by the staff of the Commission for Cultural Affairs for adequacy of performance. If work does not meet the terms of this Agreement, the APPLICANT shall remedy the work even if that requires the expenditure of funds other than those contributed to the project by the Commission for Cultural Affairs.

9. The APPLICANT agrees to revert to the STATE all funds contributed to the project by the Commission for Cultural Affairs if the terms of this Agreement are not met by the APPLICANT or if the APPLICANT violates any section of NRS.

10. Under the terms of this Agreement, the APPLICANT warrants that it shall not discriminate nor allow discrimination against any employee based on race, color, religion, ancestry, gender, national origin or disability. The APPLICANT shall permit the STATE access to its records of employment, advertisements and other pertinent data relative to this provision.

IN WITNESS WHEREOF, the parties hereto have caused this **2008** Commission for Cultural Affairs (CCA) Funding Agreement to be signed and intend to be legally bound thereby entered into this _____day of _____, 2010.

APPLICANT-CITY OF LAS VEGAS

By: _____

Name *(print)*: Oscar B. Goodman

Title *(print)*: Mayor

Date *(print)*: _____

ATTEST:

_____
Beverly K. Bridges, MMC
City Clerk

APPROVED AS TO FORM
Teresita L. Ponticello Date
Chief Deputy City Attorney

STATE-DEPT. OF CULTURAL AFFAIRS, HISTORIC PRESERVATION OFFICE

By:_____

Ronald M. James, State Historic Preservation Officer

Date *(print)*:_____

REVIEWED AS TO FORM ONLY:

Catherine Cortez Masto, Attorney General

By:_____ _____

Deputy Attorney General Date

ATTACHMENT A-1
SCOPE OF WORK

Project Scope: **REHABILITATION OF THE FEDERAL BLDG.-US POST OFFICE USING COMMISSION FOR CULTURAL AFFAIAR (CCA) FUNDS (CCA-08-27)**

This project will support exhibit space including the Following:

- Exhibit Space Preparation Work

State Historic Preservation Office (SHPO) and CCA Project Stipulations:

1. All work will conform with the Secretary of the Interior's Standards for Rehabilitation unless otherwise approved by the SHPO.

2. If any changes are made to the project, the applicant/grantee must submit updated visual and/or written specifications for the proposed rehabilitation work before any work commences and for written approval from the SHPO.

3. All completed work must conform with visual and/or written specifications submitted to and approved by the SHPO before work begins.

4. The applicant/grantee will provide the SHPO with quarterly updates on project progress.

5. The applicant/grantee will provide the SHPO with full access to all documents necessary for a comprehensive audit. Should the SHPO find costs that are not allowed by state accounting practices or that are outside the terms of this agreement, the applicant/grantee will refund the amount to the SHPO.

6. The grant recipient agrees to notify the Commission when there are fundamental changes to its programming, to its structure as an organization, or to its leadership, and the Commission may consider these changes in future funding decisions.

ATTACHMENT A-2 BUDGET		
Participant:	City of Las Vegas	
Project Title:	Rehabilitation of the Federal Building U.S. Post Office	
Termination Date:	12/31/2010	
CCA Grant No.:	CCA 08-27	
Budget Items:		
	Exhibit space preparation work	$ 14,882.39
	Total CCA Budget Amount	**$ 14,882.39**
	Total Non-CCA Budget Amount	**$ -**
	Total Project Budget	**$ 14,882.39**
	Total CCA Award	**$ 14,882.39**

City of Las Vegas Agenda Item No.: **16.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 6, 2010

DEPARTMENT: FIELD OPERATIONS
DIRECTOR: LARRY HAUGSNESS ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of an Office License Use Agreement between the City of Las Vegas and the National Association for the Advancement of Colored People (NAACP) for office space located at 1048 and 1052 West Owens, known as Nucleus Plaza - Ward 5 (Barlow)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
The NAACP desires to lease office space from the City pursuant to the terms of this Agreement. The term is for two years with three additional terms of two years each. NAACP will pay to the City $500 per month throughout the term.

RECOMMENDATION:
Staff recommends approval

BACKUP DOCUMENTATION:
Office License Use Agreement

OFFICE LICENSE USE AGREEMENT

THIS OFFICE LICENSE USE AGREEMENT ("Agreement") is entered into this _____ day of _____, 2010 by and between the City of Las Vegas, a municipal corporation of the State of Nevada ("City") and the National Association for the Advancement of Colored People, a New York non-profit corporation ("NAACP"). City and NAACP are individually or collectively referred to herein as "Party" or "Parties."

RECITALS

WHEREAS, the City desires to license the NAACP certain real property as described herein for the NAACP's use to ensure the political, educational, social, and economic equality of rights of all persons and to eliminate racial hatred and racial discrimination under the terms, conditions, and covenants hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the Parties hereto agree as follows:

1. PREMISES

In consideration of the rents, covenants and agreements contained herein, the City licenses to NAACP, and NAACP licenses from the City certain commercial space comprising of approximately 1,280 square feet located at 1052 West Owens Avenue and approximately 1,600 square feet located at 1048 West Owens Ave (collectively "Premises") located in the City of Las Vegas, County of Clark, State of Nevada in Nucleus Plaza Shopping Center ("Shopping Center"), detailed on Exhibit "A" attached hereto and incorporated herein by this reference.

2. TERM

2.1. Commencement Date. The Commencement Date for this Lease Agreement shall be the 1st day of October, 2010.

2.2 Length of Term. The Term of this License shall be for two (2) years beginning on the Commencement Date. Upon request by the NAACP and upon subsequent approval of the Las Vegas City Council, this Agreement may be renewed for three (3) additional options of two (2) years each. This Agreement may be terminated with or without cause by either Party providing the other Party (ninety) 90-day advance written notice of its intent to terminate this Agreement. Upon receipt of the notice, the Termination Date shall be on the last calendar day of the month in which the 90 day notification period ends. By way of example, if notification is provided on the 5th day of July, the Agreement terminates on October 31st of that same year.

3. RENT

3.1 NAACP agrees to pay to the City's, without prior demand therefore and without any deduction or set off whatsoever, except as provided herein, a License Fee of Five Hundred Dollars and No Cents ($500.00) per month through the Term of the License.

4. CHANGE TO THE SHOPPING CENTER

The City hereby reserves the right at any time to make changes, alterations or additions, including the building and leasing of additional commercial space, in or on the building in which the Premises are contained, anywhere in the Shopping Center. The City may, but is not obligated, to provide written notice of any changes, alterations or additions, to the NAACP 30 days prior to any such changes, alternations or additions.

5. USE

NAACP shall use the Premises solely for the purpose of conducting its business, which is to ensure the political, education, social, and economic equality of rights of all persons and related services. NAACP shall not use or permit the Premises to be used for any other purpose or purposes without prior written consent of the City.

6. CONTINUOUS OPERATION

NAACP covenants to operate its business at the Premises continuously during the entire term of this Lease. NAACP shall keep on the Premises at all times sufficient personnel to service the usual and ordinary demands and requirements of its customers. NAACP shall conduct its business on the Premises during the regular customary days and hours of such type of business in the city or trade area in which the Shopping Center is located, and may conduct such business on any other days or times it deems appropriate.

7. LAWS, WASTER, NUISANCE

NAACP covenants that it: (a) will comply with all governmental laws, ordinances, regulations, and requirements, now in force or which hereafter may be in force, of any lawful governmental body or authorities having jurisdiction over the Premises; (b) will keep the Premises and every part thereof in a clean, neat and orderly condition, free of objectionable noise, odors, or nuisances, and will in all respects and at all times fully comply with all health and police regulations; and (c) shall not suffer, permit or commit any waste.

8. SIGNS, AWNINGS, AND CANOPIES

8.1. NAACP shall not place or suffer to be placed or maintained on any exterior door, wall, or window of the Premises, or elsewhere in the Shopping Center, any sign, awning, or canopy, or advertising matter or other thing of any kind, and will not place or maintain any decoration, lettering, or advertising matter on the glass of any window or door of the Premises without first obtaining the City's written approval. NAACP further agrees to maintain such sign, awning, canopy, decoration, lettering, advertising material, or other things as may be approved in good condition and repair at all times. The City may, at NAACP's cost, remove any item erected in violation of this Section.

8.2. Uniform Signs. The City shall have the right to compel NAACP to purchase or lease, a facia sign for the front of NAACP's premises. Said sign shall be consistent with other signs in the Shopping Center. The City shall have the sole right to designate the style of said sign, materials for construction of said sign and the style and manner of lettering and lighting of said sign.

9. MAINTENANCE

The City agrees to make any and all necessary structural, heating, air conditioning, flooring, electrical, plumbing, roofing, exterior wall, sidewalk repairs and other similar repairs required as a result of any defect or as a result of the same wearing out or becoming unserviceable or damaged through no carelessness, negligence or other fault on the part of NAACP, or any of its or their invites. NAACP agrees to maintain the Premises in as good a state of repair as when first occupied, ordinary wear and tear, obsolescence and damage by the elements, fire or other similar casualty excepted. The City agrees to conduct any and all repairs and maintenance at reasonable times and without undue inconvenience to NAACP. NAACP agrees to the day-to-day maintenance including janitorial services at NAACP's expense.

10. ALTERATIONS

10.1. NAACP Alterations and Improvement. NAACP shall not make or cause to be made any alterations, additions or improvements or install interior or exterior lighting, plumbing fixtures, or shades or awnings, or make any changes to the store front, without first obtaining the City's written approval. NAACP shall present to the City plans and specifications for such work at the time approval is sought. In the event the City consents to the making of any alterations, additions, or improvements to the Premises by NAACP, the same shall be made by NAACP at NAACP's sole cost and expense. All such work with respect to any alterations, additions and changes shall be done in a good and workmanlike manner and diligently prosecuted to completion such that, except as absolutely necessary during the course of such work, the Premises shall at all times be a complete operating unit. Any such alterations, additions, or changes shall be performed and done strictly in accordance with the laws or ordinances relating thereto. In performing the work or any such alterations, additions or changes, NAACP shall have the same performed in such a manner as not to obstruct access to any portion of the Shopping Center. Any alterations, additions, or improvements to or of the Premises, including, but not limited to, wall covering, paneling, but excepting built-in cabinet work movable furniture and trade fixtures, shall at once become a part of the realty and shall be surrendered with the Premises unless the City otherwise elects at the end of the term hereof.

11. MECHANIC'S LIEN

Should any mechanic's or other lien be filed against the Premises or any part thereof by reason of NAACP's acts or omissions or because of a claim against NAACP, NAACP shall cause the same to be canceled and discharged of record by bond or otherwise within thirty (30) days after notice by City.

12. UTILITIES

The City shall not be liable in the event of any interruption in the supply of any utility services to the Premises or Shopping Center unless occasioned by the City's acts or omissions. NAACP agrees that it will not install any equipment which will exceed or overload the capacity of any utility facilities and that if any equipment installed by NAACP shall require additional utility facilities, the same shall be installed at NAACP's expense in accordance with plans and specifications to be approved in writing by the City, NAACP shall be solely responsible for and shall promptly pay all charges for use or consumption for heat, sewer, water, gas, electricity, or any other utility services. Should the City elect to supply any utility services, NAACP agrees to purchase and pay for the same as additional rent at the applicable rates charged by the utility furnishing the same.

13. COMMON AREAS

13. 1. Revocable License. All common areas in the Shopping Center which NAACP may be permitted to use and occupy are to be used and occupied under a revocable license, and if any such license be revoked or if the amount of such areas be changed or diminished, the City shall not be subject to any liability nor shall NAACP be entitled to any compensation or diminution or abatement of rent nor shall revocation or diminution of such areas be deemed constructive or actual eviction. All common areas and other facilities in or about the Shopping Center shall be subject to the exclusive control and management of City. City shall have the right to construct, maintain and operate lighting and other facilities on all said areas and improvements; to police the same; to change the area, level, location and arrangement of parking areas and other facilities; to restrict parking by NAACPs, their officers, agents, and employees; to close all or any portion of said areas or facilities to such extent as may be legally sufficient to prevent a dedication thereof or the accrual of any right to any person or the public therein; and to close temporarily all or any portion of the parking areas of facilities to discourage non-customer parking. The City shall operate and maintain the common areas in such manner as the City in its discretion shall determine, shall have full right and authority to employ and discharge all personnel with respect thereto, and shall have the right through reasonable rules, regulations and/or restrictive covenants promulgated by it from time to time, to control use and operation of the common areas in order that the same may occur in a proper and orderly fashion.

14. ASSIGNMENT

14.1. Assignment Prohibited. NAACP shall not transfer, assign, mortgage, or hypothecate this Agreement, in whole or in part, or permit the use of the Premises by any person or persons other than NAACP, or sublet the Premises, or any part thereof, without the prior written consent of the City in each instance. Such prohibition against assigning or subletting shall include any assignment or subletting by operation of law. Any transfer of this Agreement from NAACP by merger, consolidation, transfer of assets, or liquidation shall constitute an assignment for purposes of this Agreement. In the event that NAACP hereunder is a corporation, an unincorporated association, or a partnership, the transfer, assignment, or hypothecation of any stock or interest in such corporation, association, or partnership in the aggregate in excess of forty nine percent (49%) shall be deemed an assignment within the meaning of this Section.

14.2. Consent Required. Any assignment or subletting without the City's consent shall be void, and shall constitute a default hereunder which, at the option of the City, shall result in the termination of this Agreement or exercise of the City's other remedies hereunder. Consent to any assignment or subletting shall not operate as a waiver of the necessity for consent to any subsequent assignment or subletting, and the terms of such consent shall be binding upon any person holding by, under or through NAACP.

14.3. City's Right in Event of Assignment. If this Agreement is assigned or if the Premises or any portion thereof are sublet or occupied by any person other than NAACP, the City may collect rent and other charges from such assignee or other party, and apply the amount collected to the rent and other charges reserved hereunder, but such collection shall not constitute consent or waiver of the necessity of consent to such assignment, subleasing, or other transfer, nor shall such collection constitute the recognition of such assignee, sublessee, or other party as the NAACP hereunder or a release of NAACP from the further performance of all of the covenants and obligations of NAACP herein contained. In the event that the City shall consent to a sublease or assignment hereunder, NAACP shall pay to City reasonable fees, not to

exceed $250.00, incurred in connection with processing documents necessary to the giving of such consent.

15. INDEMNITY

15.1 NAACP shall indemnify the City and save harmless from and against any and all suits, actions, damages, claims, liability, and expense in connection with loss of life, bodily or personal injury, or property damage arising from or out of any occurrence in, upon, at or from the Premises, or the occupancy or use by NAACP of the Premises or any part thereof, or occasioned wholly or in part by any act or omission of NAACP, its agents, contractors, employees, invitees, licensees, or concessionaires.

15.2 The City shall not be responsible or liable at any time for any loss or damage to NAACP's merchandise, equipment, fixtures, or other personal property or to NAACP's business, including any loss or damage to either the person or property of NAACP that may be occasioned by or through the acts or omissions of persons occupying adjacent, connecting, or adjoining space.

15.3 NAACP shall give prompt notice to the City in case of fire or accidents in the Premises or in the building of which the Premises are a part or of defects therein or in any fixtures or equipment.

15.4 In case City shall without fault on its part be made a party to any litigation commenced by or against NAACP, then NAACP shall protect and hold City harmless and shall pay all costs, expenses, and reasonable attorneys' fees.

15.5 In case NAACP shall without fault on its part be made a party to any litigation commenced by or against the City, then City shall protect and hold NAACP harmless and shall pay all costs, expenses, and reasonably attorneys' fees.

16. INSURANCE

16.1. At all times during its occupancy of the Premises, NAACP shall, at its sole cost and expense, obtain and maintain bodily injury liability insurance covering the Premises and any and all improvements thereon in the amount of One Million Dollars and No Cents ($1,000,000.00) for the injury to or the death of any one person, and Two Million Dollars and No Cents ($2,000,000.00) for injuries to or the death of any number of persons in one occurrence, and property damage liability insurance in the amount of One Million Dollars and No Cents ($1,000,000.00). NAACP shall also obtain and maintain insurance coverage on personal property located inside the Premises. As a condition to this Lease continuing in force and effect, NAACP shall submit to City a certificate of insurance which evidences the above required coverages and names City as an additional insured party with an additional insured endorsement to be attached to the certificate of insurance. The policies with respect to such insurance coverages shall be so endorsed as to create the same liability on the part of the insurer as though separate policies had been written for the City and NAACP. The insurance coverage shall be with an insurance carrier which is licensed to do business within the State of Nevada and which is acceptable to City. All policies of insurance, or certificates of insurance which evidence the insurance coverages required hereby, shall contain a provision that the same shall not be canceled or modified in any material effect unless and until thirty (30) days written notice of such cancellation or modification has been provided to City.

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17. DESTRUCTION

17.1. City's Remedies. If the Premises shall be partially damaged by any casualty insured against under City's insurance policy, City shall, upon receipt of the insurance proceeds, repair the Premises and until repair is complete the minimum rent shall be abated proportionately as to that portion of the Premises rendered unacceptable. Notwithstanding the foregoing, if; (a) the Premises by reason of such occurrence are rendered wholly unacceptable, or (b) the Premises should be damaged as a result of a risk which is not covered by City's insurance, or (c) the Premises or the building of which it is a part, whether the Premises are damaged or not, or all of the buildings which then comprise the Shopping Center, should be damaged to the extent of fifty percent (50%) or more of the then monetary value thereof, or (d) any or all of the buildings or common areas of the Shopping Center are damaged, whether or not the Premises are damaged, to such an extent that the Shopping Center cannot in the sole judgment of the City be operated as an integral unit, then and in any such events, the City may either elect to repair the damage or may cancel this Agreement by notice of cancellation within one hundred eighty (180) days after such event and thereupon this Agreement shall expire and NAACP shall vacate and surrender the Premises to the City. NAACP's liability for rent upon the termination of this Agreement shall cease as of the date following the City's giving notice of cancellation. Nothing in this Section shall be based upon the revised minimum rent as the same may be abated. If the damage is caused by the negligence of NAACP or its employees, agents, invitees, or concessionaires, there shall be no abatement of rent. Unless this Agreement is terminated by the City or NAACP, NAACP shall repair and re-fixture the interior of the Premises in a manner and in at least a condition equal to that existing prior to the destruction or casualty.

17.2. NAACP's Remedies. The NAACP may, notwithstanding the foregoing, terminate this Agreement effective immediately on the date of written notice to the City in the event of the occurrence of the events in item 18. 1 (a) above or upon thirty (30) days advance written notice to the City in the event of one or more of the occurrences in items 18. 1(b) and (c). If NAACP shall terminate this Agreement, it shall have no further obligation to pay rent or be obligated to make any other payments to City or perform any other term and condition of said Agreement other than remove it's personal property in accordance with the terms herein upon the effective date of the written notice of termination. NAACP shall not be assessed or be liable for any fees, penalties, or damages resulting from said termination of the Agreement.

18. CONDEMNATION

18.1. Total Condemnation. If the whole of the Premises shall be acquired or taken by condemnation proceeding, then this Agreement shall cease and terminate as of the date of title vesting in such proceeding.

18.2. Partial Condemnation. If any part of the Premises shall be taken as aforesaid, and such partial taking shall render that portion not so taken unsuitable for the business of NAACP (except for the amount of floor space), then this Agreement shall cease and terminate as aforesaid. If such partial taking is not extensive enough to render the Premises unsuitable for the business of NAACP, then this Agreement shall continue in effect except that the rent shall be reduced in the same proportion that the floor area of the Premises (including basement, if any) taken bears to the original floor area demised and the City shall, upon receipt of the award in condemnation, make all necessary repair or alterations to the building in which the Premises are located so as to constitute the portion of the building not taken a complete architectural unit, but such work shall not exceed the scope of the work to be done by the City in originally constructing said building, nor shall the City in any event be required to expend for such work an amount in excess of the amount received by the City as damages for the part of the Premises so taken.

"Amount received by the City" shall mean that part of the award in condemnation, which is free and clear to the City of any collection by mortgage lenders for the value of the diminished fee.

18.3. City's Option to Terminate. If more than twenty percent (20%) of the floor area of the building in which the Premises are located shall be taken as aforesaid, the City or NAACP, by written notice, terminate this Agreement. If this Agreement is terminated as provided in this subsection, rent shall be paid up to the date that possession is taken by public authority and the City shall make an equitable refund of any rent paid by NAACP in advance.

18.4. NAACP shall not be entitled to and expressly waives all claim to any condemnation award for any taking, whether whole or partial and whether for diminution in value of the leasehold or to the fee, although NAACP shall have the right, to the extent that the same shall not reduce the City's award, to claim from the condemnor, but not from the City, such compensation as may be recoverable by NAACP in its own right for damages to NAACP's business and fixtures.

18.5. Definition. As used in this Section the term "condemnation proceeding" means any action or proceeding in which any interest in the Premises is taken for any public or quasi- public purpose by any lawful authority through exercise of the power of eminent domain or right of condemnation or by purchase or otherwise in lieu thereof.

19. EVENTS OF DEFAULT REMEDIES

19.1. Default by NAACP. Upon the occurrence of any of the following events, the City shall have the remedies set forth in Section 19.2:

(A) NAACP fails to pay any rental or any other sum due hereunder within ten (10) days after the same shall be due.

(B) NAACP fails to perform any other term, condition or covenant to be performed by it pursuant to this Agreement within thirty (30) days after written notice of such default shall have been given to NAACP by the City.

(C) NAACP or its agent shall falsify any report required to be furnished to the City hereunder.

(D) NAACP shall become bankrupt or insolvent or file any debtor proceedings or have taken against such party in any court pursuant to state or federal statute, a petition in bankruptcy or insolvency, reorganization, or appointment of a receiver or trustee; or NAACP petitions for or enters into an arrangement; or suffers this Lease to be taken under a writ of execution.

(E) NAACP violates either Section 6 or Section 15.

19.2. Remedies. Upon the occurrence of the events set forth in Section 19.1, the City shall have the option to take any or all of the following actions, without further notice or demand of any kind to NAACP or any other person:

(A) Immediately reenter and remove all persons and property from the Premises, storing said property in a public place, warehouse, or elsewhere at the cost of, and for the account of, NAACP, all without service of notice or resort to legal process and without being deemed guilty of or liable in trespass. No such

reentry of taking possession of the Premises by the City shall be construed as an election on its part to terminate this Agreement unless a written notice of such intention is given by the City to NAACP. No such action by the City shall be considered or construed to be a forcible entry.

(B) Collect by suit or otherwise each installment of rent or other sum as it becomes due hereunder, or enforce, by suit or otherwise, any other term or provision hereof on the part of NAACP required to be kept or performed.

(C) Terminate this Agreement by written notice to NAACP. In the event of such termination, NAACP agrees to immediately surrender possession of the Premises. Should the City terminate this Agreement, it may recover from NAACP all damages it may incur by reason of NAACP's breach, including the cost of recovering the Premises, reasonable attorney's fees, and the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Agreement for the remainder of the stated term over the then reasonable rental value of the Premises for the stated term, all of which amounts shall be immediately due and payable from NAACP to the City.

(D) Should the City reenter, as provided above, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, and whether or not it terminates this Agreement, it may be necessary in order to relet the Premises and relet the same or any part thereof for such term or terms (which may be for a term extending beyond the term of this Agreement) and at such rental or rentals and upon such other terms and conditions as the City in its sole discretion may deem advisable. Upon each such reletting all rentals received by the City from such reletting shall be applied, first, to the payment of any indebtedness other than rent due hereunder from NAACP to the City; second, to the payment of attorney's fees and costs of any alterations and repairs; third, to the payment of rent due and unpaid hereunder, and payable hereunder. If such rentals received from such reletting during any month be less than that to be paid during such month by NAACP hereunder, NAACP shall pay any such deficiency to the City. Such deficiency shall be calculated and paid monthly. No such reentry and reletting of the Premises by the City shall be construed as an election on its part to terminate this Agreement unless a written notice of such intention be given to NAACP pursuant to subsection (c) above, or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, the City may at any time thereafter elect to terminate this Agreement for such previous breach. The remedies given to the City in this Section 19 shall be in addition and supplemental to all other rights or remedies which the City may have under laws then in force.

20. ACCESS TO PREMISES

The City shall have the right to place, maintain and repair all utility equipment of any kind in, upon or under the Premises as may be necessary for the servicing of the Premises and other portions of the Shopping Center. The City shall also have the right to enter the Premises at all reasonable times upon twenty-four (24) hours prior notice to NAACP to inspect or to exhibit the same to prospective purchasers, mortgagees, NAACPs, and lessees, and to make such repairs, additions, alterations or improvements as the City may deem desirable. The City shall be allowed to take all material upon said Premises that may be required therefor without the same constituting an actual or constructive eviction of NAACP in whole or in part and the rents reserved herein shall in no way abate while said work is in progress by reason of loss or interruption of NAACP's business or otherwise, and NAACP shall have no claim for damages, provided The City shall perform the labor required during non-business hours of the NAACP unless there exists a state of emergency affecting the health and safety of those NAACPs and persons in other portions of the Shopping Center that necessitates immediate corrective action.

21. CONTRACTOR

With respect to each of the City's obligations under any provision of this Agreement concerning creation or reconstruction of the Premises, the building containing the same or other improvements in the Shopping Center, the obligation concerned shall be fulfilled either: (i) By the City's arranging to have construction accomplished by one or more contractors licensed in the State in which the Shopping Center is located (any of which contractors may, at the City's option, be a corporation or other entity directly or indirectly affiliated with or controlled by the City); and/or, at the City's option, (ii) If at the time the City is required to fulfill such obligation it is the holder of a license authorizing it to act as a contractor within such State, by the City's participating in creation or reconstruction of the improvements concerned in the capacity of contractor. Any construction or building permit required for creation or reconstruction of the Premises, the building containing the same, or other improvements in the Shopping Center shall be obtained by the City's contractor(s) or, if the City acts as such, by the City itself

22. ATTORNMENT

In the event of the sale or assignment of the City's interest in the building of which the Premises are a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under, any mortgage or other security instrument made by the City covering the Premises, NAACP shall attorn to the assignee or purchaser and recognize such purchaser as the City under this Agreement.

23. QUIET ENJOYMENT

NAACP, upon paying the rents and observing and performing all of the terms, covenants and conditions on its part to be performed hereunder, shall peaceably and quietly enjoy the Premises for the term hereof.

24. SURRENDER OF PREMISES

At the expiration of this Agreement, NAACP shall surrender the Premises in the same condition as they were in upon delivery of possession thereto under this Agreement, reasonable wear and tear excepted, and shall deliver all keys to the City. Before surrendering the Premises, NAACP shall remove all of its Personal Property and trade fixtures and such alterations or additions to the Premises made by NAACP as may be specified for removal by the City, and shall repair any damage caused by such property or the removal thereof. If NAACP fails to remove its personal property and fixtures upon the expiration of this Agreement, the same shall be deemed abandoned and shall become the property of the City.

25. ATTORNEY'S FEES

In the event that at any time during the term of this Agreement either the City or the NAACP institutes any action or proceeding against the other relating to the provisions of this Agreement or any default hereunder, then the unsuccessful party shall be responsible for the reasonable expenses of such action including reasonable attorney's fees, incurred therein by the successful party.

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The City of Las Vegas is in receipt of your letter dated June 23, 2010 requesting additional information in support of the City's claim. The City offers the following information to assist you in evaluation of your claim.

The original Off-Site Improvement Agreement is attached for your reference. Coke Maggie LLC chose to provide a performance bond in order to secure the performance of the terms of the Agreement. The Agreement binds the Bond Principal to complete the improvements subject to the terms of the Agreement. The Agreement is in default pursuant to Paragraph 10 of the Agreement and the City is exercising its right to seek completion of the improvements by CBIC.

The bankruptcy of Coke Maggie LLC does not relieve CBIC of its obligation to complete the improvements pursuant to Agreement. In order to get the improvements completed, the City has attempted to coordinate the completion of the improvements with subsequent owners of the development. However, the subsequent owners have been unable and/or unwilling to execute an Assumption Agreement to assume the performance obligations.

Specifically, the correspondence from TCM Law suggests that the improvements are "95% complete" and that "American Asphalt was paid 100% to complete this work." The City has never accepted the improvements, and several outstanding items remain to be completed prior to final acceptance by the City. Our Off-Site Inspection and Testing staff are able to meet with you to identify improvements that need to be complete prior to final acceptance by the City.

Please do not hesitate to call me at 702 229-6629 should you have any additional questions.

27.7. Broker's Commissions. NAACP represents and warrants that there are no claims for brokerage commissions or finder's fees in connection with this Agreement, and agrees to indemnify City against and hold it harmless from all liabilities arising from such claim, including any attorney's fees connected therewith.

27.8. Provisions Binding, Etc. Except as otherwise provided, all provisions herein shall be binding upon and shall inure to the benefit of the parties, their legal representatives, heirs, successors and assigns. Each provision to be performed by NAACP shall be construed to be both a covenant and a condition, and if there shall be more than one NAACP, they shall all be bound, jointly and severally, by such provisions. In the event of any sale or assignment (except for purposes of security or collateral) by the City of the Shopping Center, the Premises, or this Agreement, the City shall, from and after the Commencement Date (irrespective of when such sale or assignment occurs), be entirely relieved of all of its obligations shall, as of the time of such sale or assignment or on the Commencement Date, whichever is later, automatically pass to the City's successor in interest.

27.9. Entire Agreement, Etc. This Agreement and the Exhibits, Riders, and/or Addenda, if any, attached hereto, set forth the entire agreement between the parties. All Exhibits, Riders, or Addenda mentioned in this Agreement are incorporated herein by reference. Any guaranty attached hereto is an integral part of this Agreement and constitutes consideration given to the City to enter into this Agreement. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Agreement shall be binding upon the City or NAACP unless reduced to writing and signed. Submission of this Agreement for examination does not constitute an option for the Premises and becomes effective as an Agreement only upon execution and delivery thereof by the City to NAACP. If any provision contained in a Rider or Addenda is inconsistent with a provision in the body of this Agreement, the provision contained in said Rider or Addenda shall control. It is hereby agreed that this Agreement contains no restrictive covenants or exclusives in favor of NAACP. The captions and Section numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe, or describe the scope or intent of any Section or Paragraph.

28. DISCLOSURE OF PRINCIPALS

Pursuant to Resolution R-105-99 adopted by the City of Las Vegas City Council effective October 1, 1999, NAACP warrants that is has disclosed on the form attached as Exhibit "B", all principals and partners of the NAACP, as well as all persons and entities holding more than a one percent (1%) interest in the NAACP, or any principal of the NAACP. Throughout the term hereof, the NAACP, shall notify the City in writing of any material change in the above disclosure within 15 days of any such change.

29. AUTHORITY OF SIGNATORIES

Each person executing this Agreement individually and personally represents and warrants that he is duly authorized to execute and deliver the same on behalf of the entity for which he is signing (whether it be a corporation, general or limited partnership, or otherwise) and that this Agreement is binding upon said entity in accordance with its terms.

30. COUNTERPARTS/ELECTRONIC DELIVERY

This Use Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be

appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

31. MODIFICATIONS OR AMENDMENTS

No amendment, change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year set forth above.

CITY OF LAS VEGAS

By:_____
Oscar B. Goodman, Mayor

ATTEST:

By:_____
Beverly K. Bridges, MMC, City Clerk

Approved as to form:

By: John S. Ridilla 8/27/10
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

NAACP

By:_____

Name: FRANK HAWKINS

Title: President LV Branch NAACP

EXHIBIT "A"



SITE MAP

NAACP
Proposed Use

Prepared by the City of Las Vegas
Real Estate & Utilities Section
7/16/10

EXHIBIT "B"
DISCLOSURE OF PRINCIPALS

The Board of Directors of the National Association for the Advancement of Colored People and all persons and entities holding more than 1% interest in National Association for the Advancement of Colored People are the following:

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1. Frank Hawkins	2009 Alta Dr.	638-1300
2. Ida Gaines	3731 My Way	
3. Samesha Ramadan	5601 Indian Ridge Dr.	275-7375
4. Doris Woods	205 E. Harmon Ave #808	219-5545
5.		
6.		
7.		
8.		
9.		
10.		

I hereby certify under penalty of perjury, that the foregoing list is full and complete.

National Association for the Advancement of Colored People
a Non-Profit organization

By: _____
Its: President LV Branch 1111

Subscribed and sworn to before me this
1 day of Sept, 2010.

Sharon Bullock
Notary Public

SHARON BULLOCK
NOTARY PUBLIC
STATE OF NEVADA
Date Appointment Exp: 02-26-2011
Certificate No: 93-2360-1

City of Las Vegas Agenda Item No.: **17.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 6, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of Service and Material Checks/Payroll Checks/Wire Transfers/Other Checks and Investments

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**

Amount: $76,135,980.37
Funding Source: All Funds
Dept./Division: Finance and business Services

PURPOSE/BACKGROUND:
In compliance with the City's Municipal Code, Chapter 4.12, this is an informational item that provides the dollar amount of disbursements processed by the Finance and Business Services Department.

RECOMMENDATION:
None

BACKUP DOCUMENTATION:
Summary of Cash Expenditures for the period 09/01-09/15/10

City of Las Vegas

Summary of Cash Expenditures

For period of 09/01-09/15/10

Total Services & Materials Checks :	**$9,736,032.70**
Total Services & Materials EFT Payments :	**$1,412,424.22**
Total Wire Transfers:	**$58,677,411.41**
Total Payroll Checks:	**$6,310,112.04**
Grand Total:	**$76,135,980.37**

I hereby certify that I have reviewed the above amounts and approved them for payment as being in compliance with all applicable laws to the best of my knowledge and belief.

Mark R. Vincent
Chief Financial Officer

Beverly K. Bridges, MMC
City Clerk

On October 6, 2010, the City Council approved the above cash expenditures.

Oscar B. Goodman
Mayor

City of Las Vegas Agenda Item No.: **18.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 6, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Special Event Alcoholic Beverage License for Lola's, Location: Lola's, 241 West Charleston Boulevard, Suite 101, Date: October 16, 2010, Type: Special Event General, Event: Anniversary Celebration, Responsible Person in Charge: Lola Pokorny - Ward 3 (Reese)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Approval of a Special Event Alcoholic Beverage License. Event times are 11:00 a.m. - 11:00 p.m. Estimated attendance is 100.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **19.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 6, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Special Event Alcoholic Beverage License for Wolcoff Enterprise, Inc., dba Luca's Cafe & Deli, Location: 231 3rd Street, Suite 110, Dates: October 23 & 30, 2010, Type: Special Event General, Event: Luca's Nights, Responsible Person in Charge: Alberto Wolcoff - Ward 3 (Reese)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Approval of a Special Event Alcoholic Beverage License. Event times are 8:00 p.m. – 3:00 a.m. on October 23, 2010 and 7:00 p.m. - 3:00 a.m. on October 30, 2010. Estimated attendance is 80. Security provided by in house staff.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **20.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 6, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Special Event Alcoholic Beverage License for Our Lady of Las Vegas Harvest Festival, Location: Our Lady of Las Vegas School/Church, 3046 Alta Drive, Date: October 22 - 23, 2010, Type: Special Event Beer/Wine, Event: Harvest Festival, Responsible Person in Charge: Rev. Peter Romeo - Ward 1 (Tarkanian)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Approval of a Special Event Alcoholic Beverage License. Event times are 5:00 p.m. - 9:00 p.m. on Friday and 12:00 p.m. - 9:00 p.m. on Saturday. Estimated attendance is 2000. Security provided by Las Vegas Metropolitan Police Department.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **21.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 6, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Special Event Alcoholic Beverage License for Prom Management Group, Inc., Location: Tournament Player Club at Summerlin, 1700 Village Center Circle, Dates: October 18 - 24, 2010, Type: Special Event Alcohol, Event: Justin Timberlake Shriner's Open, Responsible Person in Charge: Todd Hanson - Ward 2 (Wolfson)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Approval of a Special Event Alcoholic Beverage License. Event times are 6:00 a.m. - 8:00 p.m. Estimated attendance is 5000. Security provided by Nellis Air Force Base.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **22.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 6, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Special Event Alcoholic Beverage License for Springs Preserve, Location: Springs Preserve, 333 South Valley View Boulevard, Date: October 9, 2010, Type: Special Event Beer/Wine, Event: Grapes & Hops Festival, Responsible Person in Charge: J. C. Davis - Ward 1 (Tarkanian)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Approval of a Special Event Alcoholic Beverage License. Event time is 5:00 p.m. - 9:00 p.m. Estimated attendance is 1500. Security provided by Allied Barton.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **23.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 6, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Special Event Alcoholic Beverage License for Whirlygig Inc., Location: 1228 South Casino Center Boulevard, Dates: November 5 and December 3, 2010, Type: Special Event General, Event: First Friday Special, Responsible Person in Charge: Cindy Funkhouser - Ward 3 (Reese)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Approval of a Special Event Alcoholic Beverage License. Event time is 6:00 p.m. - 10:00 p.m. Estimated attendance is 3500. Security provided by Las Vegas Protective Services.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **24.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 6, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of an extension of a Temporary Beer/Wine/Cooler On-sale License, Jose Leon-Aguayo, dba Mariscos el Mariachi, 552 North Eastern Avenue, Suite A, Jose Leon-Aguayo, Owner, 100% - Ward 3 (Reese)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Approval of an extension of a Temporary Beer/Wine/Cooler On-sale License.

RECOMMENDATION:
Recommend approval of an extension of the temporary license with the authority of the director or designee to issue a permanent license upon receipt of a favorable investigative report.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **25.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 6, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a new Alcoholic Beverage Caterer License, Superior Events Services, LLC, dba Superior Events Services, LLC, 5255 South Decatur Boulevard, Suite 104, Ray Esposito, Managing Mmbr, 50% and Barbara Esposito, Managing Mmbr, 50% - County

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Approval of a new Alcoholic Beverage Caterer License.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **26.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 6, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of an extension of a Temporary Beer/Wine/Cooler Off-sale License, Quick G Mart LLC, dba Quick G Mart, 4030 West Charleston Boulevard, Getahun Shumie, Mgr, 100% - Ward 1 (Tarkanian)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Approval of an extension of a Temporary Beer/Wine/Cooler Off-sale License

RECOMMENDATION:
Recommend approval of an extension of the temporary license with the authority of the director or designee to issue a permanent license upon receipt of a favorable investigative report.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **27.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 6, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Restricted Gaming License, Cardivan Company, db at CVS Pharmacy #9965, 9430 Del Webb Boulevard - Ward 4 (Anthony)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**

Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Approval of a Space Lease Agreement for a Restricted Gaming License for 10 slots.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

CITY OF LAS VEGAS NEVADA

City of Las Vegas Agenda Item No.: **28.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 6, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Restricted Gaming License, E T T, Inc., db at Agave Mexican Restaurant, 10820 West Charleston Boulevard - Ward 2 (Wolfson)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Approval of a Space Lease Agreement for a Restricted Gaming License for 15 slots.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

CITY OF LAS VEGAS NEVADA

City of Las Vegas

Agenda Item No.: **29.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 6, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a Change of Location for a Burglar Alarm Service License, Graviro Management Group Inc, dba First Alert Security, From: 3400 West Desert Inn Road, #17, To: 3430 East Russell Road, #110, Jim Gravo, Pres, 100% - County

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**

☐ **Budget Funds Available**

Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:

Approval of a Change of Location for a Burglar Alarm Service License.

RECOMMENDATION:

Recommend approval.

BACKUP DOCUMENTATION:

None

City of Las Vegas Agenda Item No.: **30.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 6, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a new Burglar Alarm Service License, Schanz and Schanz Associates, Inc., dba Las Vegas Security Services, 6340 McLeod Drive, Suite 6, Eric Schanz, Pres, 50% and Eric Schanz II, Secy, Treas, Dir, 50% - County

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Approval of a new Burglar Alarm Service License.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **31.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 6, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Hypnotherapy License, Elynne Jacobson, dba 4 Ur Health, 7465 West Lake Mead Boulevard, Suite 200, Elynne Jacobson, Owner 100% - Ward 1 (Tarkanian)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Approval of a Hypnotherapy License.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **32.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 6, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of an Extension of a Temporary Locksmith License, Oasis Locksmith Inc., dba Oasis Locksmith Inc., 2935 Coleman Street, Yacov Perets, Dir, Secy, 50% and Erez Bitton, Pres, Treas, 50% - North Las Vegas

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Approval of an Extension of a Temporary Locksmith License.

RECOMMENDATION:
Recommend approval of an extension of the temporary license with the authority of the director or designee to issue a permanent license upon receipt of a favorable investigative report and subject to the following conditions:

1. All vehicles will be clearly marked with business name.
2. All employees will wear identifiable uniforms with business name.
3. All employees will maintain valid work cards.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **33.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 6, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a new Pistol Permit, Gary Schaff, dba Personal Protection Firearms, 3201 West Sahara Avenue, Suite E, Gary Schaff, Owner, 100% - Ward 1 (Tarkanian)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Approval of a new Pistol Permit.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **34.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 6, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of an extension of a Temporary Class III-A Secondhand Dealer License, Check City Partnership, LLC, dba Check City, 631 North Nellis Boulevard, Check City Partnership, LLC, 100%, Rebs, Inc., James Marchesi, Mgr and Tosh, Inc., Todd Rawle, Secy, Treas, Dir, Richard Rawle, Pres, Tracy Rawle, Shareholder, Tosh Rawle, Shareholder, Amber Callister, Shareholder - Ward 3 (Reese)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Approval of an extension of a Temporary Class III-A Secondhand Dealer License.

RECOMMENDATION:
Recommend approval of an extension of the temporary license with the authority of the director or designee to issue a permanent license upon receipt of a favorable investigative report and subject to the following condition:

1. Limited to the purchase of precious metals.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **35.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 6, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of an extension of a Temporary Class III-A Secondhand Dealer License, Check City Partnership, LLC, dba Check City, 1990 North Rainbow Boulevard, Check City Partnership, LLC, 100%, Rebs, Inc., James Marchesi, Mgr and Tosh, Inc., Todd Rawle, Secy, Treas, Dir, Richard Rawle, Pres, Tracy Rawle, Shareholder, Tosh Rawle, Shareholder, Amber Callister, Shareholder - Ward 5 (Barlow)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Approval of an extension of a Temporary Class III-A Secondhand Dealer License.

RECOMMENDATION:
Recommend approval of an extension of the temporary license with the authority of the director or designee to issue a permanent license upon receipt of a favorable investigative report and subject to the following condition:

1. Limited to the purchase of precious metals.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **36.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 6, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of an extension of a Temporary Class III-A Secondhand Dealer License, Check City Partnership, LLC, dba Check City, 2475 South Jones Boulevard, Suite 2, Check City Partnership, LLC, 100%, Rebs, Inc., James Marchesi, Mgr and Tosh, Inc., Todd Rawle, Secy, Treas, Dir, Richard Rawle, Pres, Tracy Rawle, Shareholder, Tosh Rawle, Shareholder, Amber Callister, Shareholder - Ward 1 (Tarkanian)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Approval of an extension of a Temporary Class III-A Secondhand Dealer License.

RECOMMENDATION:
Recommend approval of an extension of the temporary license with the authority of the director or designee to issue a permanent license upon receipt of a favorable investigative report and subject to the following condition:

1. Limited to the purchase of precious metals.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **37.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 6, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of an extension of a Temporary Class III-A Secondhand Dealer License, Check City Partnership, LLC, dba Check City, 5861 West Craig Road, Suite 104, Check City Partnership, LLC, 100%, Rebs, Inc., James Marchesi, Mgr and Tosh, Inc., Todd Rawle, Secy, Treas, Dir, Richard Rawle, Pres, Tracy Rawle, Shareholder, Tosh Rawle, Shareholder, Amber Callister, Shareholder - Ward 6 (Ross)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Approval of an extension of a Temporary Class III-A Secondhand Dealer License.

RECOMMENDATION:
Recommend approval of an extension of the temporary license with the authority of the director or designee to issue a permanent license upon receipt of a favorable investigative report and subject to the following condition:

1. Limited to the purchase of precious metals.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **38.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 6, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of an extension of a Temporary Class III-A Secondhand Dealer License, Check City Partnership, LLC, dba Check City, 6378 West Lake Mead Boulevard, Check City Partnership, LLC, 100%, Rebs, Inc., James Marchesi, Mgr and Tosh, Inc., Todd Rawle, Secy, Treas, Dir, Richard Rawle, Pres, Tracy Rawle, Shareholder, Tosh Rawle, Shareholder, Amber Callister, Shareholder - Ward 5 (Barlow)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Approval of an extension of a Temporary Class III-A Secondhand Dealer License.

RECOMMENDATION:
Recommend approval of an extension of the temporary license with the authority of the director or designee to issue a permanent license upon receipt of a favorable investigative report and subject to the following condition:

1. Limited to the purchase of precious metals.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **39.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 6, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of an extension of a Temporary Class III-A Secondhand Dealer License, Check City Partnership, LLC, dba Check City, 7350 West Cheyenne Avenue, Suites 111 & 112, Check City Partnership, LLC, 100%, Rebs, Inc., James Marchesi, Mgr and Tosh, Inc., Todd Rawle, Secy, Treas, Dir, Richard Rawle, Pres, Tracy Rawle, Shareholder, Tosh Rawle, Shareholder, Amber Callister, Shareholder - Ward 4 (Anthony)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Approval of an extension of a Temporary Class III-A Secondhand Dealer License.

RECOMMENDATION:
Recommend approval of an extension of the temporary license with the authority of the director or designee to issue a permanent license upon receipt of a favorable investigative report and subject to the following condition:

1. Limited to the purchase of precious metals.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **40.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 6, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:

ABEYANCE ITEM - Approval of award of Contract No. 110017-PH, Service Sharing and Government Efficiency Study - Office of Administrative Services - Award recommended to: MANAGEMENT PARTNERS, INC. ($75,000 - General Fund) [NOTE: This item is related to Council Item 12]

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $75,000
Funding Source: General Fund
Dept./Division: Administrative Services

PURPOSE/BACKGROUND:

A competitive Request for Proposals process was conducted to solicit proposals from qualified offerors to study service sharing and efficiency opportunities between the Cities of Las Vegas and North Las Vegas. North Las Vegas will be reimbursing the City $25,000 for its share of the study. The RFP evaluation team determined that Management Partners, Inc. submitted the best value proposal. This item was held in abeyance from the September 15 meeting and a change was made to the schedule on the contract. The original contract and the final contract are attached.

PCC: P. Hoffman
POC: Gerald Newfarmer - (408) 437-5400

RECOMMENDATION:

That City Council approve award of Contract No. 110017-PH, Service Sharing and Government Efficiency Study to Management Partners, Inc. in the amount of $75,000. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:

1. Contract No. 110017-PH – Original
2. Contract No. 110017-PH - Final
3. Certificate – Disclosure of Ownership/Principals

CONTRACT FOR SERVICE SHARING AND GOVERNMENT EFFICIENCY STUDY

THIS CONTRACT is being entered into this _____ day of _____, 2010, by and between the CITY OF LAS VEGAS (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 400 Stewart Avenue, Las Vegas, Nevada 89101, and MANAGEMENT PARTNERS, INC. (hereinafter the "Company") a corporation having its principal office located at 2107 North First Street, Suite 470, San Jose, California 95131.

SECTION A – Contract Form

The subject matter of this Contract is the provision of professional services to study service sharing and government efficiency opportunities between the cities of Las Vegas and North Las Vegas.

SECTION B – Basic Terms

B-1 Definitions

The following definitions apply to this Contract:

(a) *"Award Date"* means the date that a Contract becomes effective. It is the date that is entered into the first paragraph of a Contract upon execution by an authorized representative of the City.

(b) *"City"* means the City of Las Vegas.

(c) *"City Council"* means the governing body of the City of Las Vegas.

(d) *"Company"* means the individual, partnership, or corporation responsible for the performance of services under this Contract.

(e) *"Company Representative"* means the individual authorized to act on behalf of the Company regarding routine matters arising under or relating to this Contract.

(f) *"Contract"* means this document, consisting of Sections A through F, which is binding and effective only upon execution by the City and the Company.

(g) *"Deliverable"* means any report, software, hardware, data, documentation, or other tangible item that the Company is required to provide to the City under the terms of this Contract.

(h) *"Non-exclusive Contract"* means a Contract under which the City agrees to obtain some, but not necessarily all, of the City's requirements for a particular service.

(i) *"Project Manager"* means the City representative who is responsible for the coordination of Contract performance between the City and the Company.

B-2 Contract Type

The Contract type is Firm Fixed Price. This is a Non-Exclusive Contract.

B-3 Prices/Costs

(a) The City will pay the Company a total of $75,000, including all professional fees and expenses. The Company will bill in accordance with the following fee schedules:

Vice President	$250 per hour
Partner	$225 per hour
Senior Manager	$175 per hour
Senior Management Advisor	$150 per hour
Special Advisor	$175 per hour
Management Advisor	$100 per hour
Management Analyst	$ 75 per hour
Travel and other expenses	at cost

B-4 Invoices

(a) The Company shall submit an invoice to the City monthly for services rendered the previous month. All invoices should identify at minimum: date of invoice, performance dates covered, and the associated purchase order number.

Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Company will be made in full within 30 calendar days. **Invoices received without a valid purchase order number will be returned unpaid.** The Company shall submit an original invoice to:

Department of Finance and Business Services
ATTN: Accounts Payable
City of Las Vegas
400 Stewart Ave.
Las Vegas, NV 89101 – 2986

(b) A representative of the Company shall sign and certify the invoice in the following manner: "I hereby certify, under penalty of perjury, that the above invoice is just and correct and that reimbursement for such expenses listed on this invoice has not been previously received from the City of Las Vegas nor any other source."

(c) The Company shall forward a copy of the original invoice to the City's Project Manager identified in Paragraph D-2 (Project Manager/Company Representative).

B-5 Performance Period/Delivery Schedule

All services shall be completed in accordance with the project schedule set forth in Attachment 2.

SECTION C – Statement of Work

C-1 Scope of Services

Activity 1 – Start Project

Meet with City Managers and other senior staff from both cities; tailor approach and plan of work to suit the specific needs of both cities. Request and review relevant background information including past and current budgets, workload data, administrative policies and other information related to service delivery options. Assist the City in determining the composition of a project Steering Committee with senior professional management representatives from each city to serve as a policy touchstone to guide the project.

Activity 2 – Survey Opportunities for Sharing

Survey all services provided by the two cities to identify those that might be evaluated for sharing. Examine the programs within each department and obtain information on staffing and performance management. Consult collective bargaining agreements to understand relevant work rules.

Interview key staff in each city, likely including each department director within each organization, as well as executives in the City Managers' offices with operational responsibilities. The purpose of these interviews will be to identify all potential service integration opportunities. Note existing partnerships or integrations. Identify factors that may impede service sharing or merit further analysis. Identify factors that may impede service sharing or merit further analysis. After interviews, work with staff to obtain additional background information about specific options. Meet with the Steering Committee to review observations and recommendations for moving forward. Discussion will focus on the evaluation criteria to be used in prioritizing all ideas generated in Activity 2.

Work product completed in this task will be a list of ideas of where service sharing might be beneficial. This list will not include ideas with serious fatal flaws. It is anticipated there will be over 100 options on this list.

Activity 3 – Evaluate Services for Further Consideration in Sharing

Apply an objective approach to determining which service sharing ideas have the most merit and deserve further investment to develop data on cost, benefit and implementation issues. Work with staff to develop an array of criteria against which each idea will be ranked. Using all these factors, assess the relative likely payoff and difficulty of implementing the ideas for service sharing using a simple forced ranking approach for each question or issue area.

Meet with the Steering Committee to discuss the analysis of all service sharing ideas, and to prioritize and agree on the specific list of the most promising services for integration to be studied further.

Work product completed during this task will be a narrowed list of the most promising services for integration, so that a detailed analysis of costs and benefits, and potential concerns, can be accomplished. Display service sharing ideas on a quad matrix showing relative value and implementation difficulty.

Activity 4 – Analyze Selected Services for Implementation

Based on direction from the Steering Committee, conduct a high-level analysis aimed at assessing the initial and long-term costs and savings, as well as implementation considerations and process recommendations, for each service sharing idea on the list generated in Activity 3. Document any fatal flaws that may prevent the service sharing. Address any technical or other issues that would impact implementation.

Meet with human resource managers from each city to discuss what civil service or collective bargaining issues might be involved in implementation.

The analysis of each service considered for integration will be summarized in a progress report, which will be reviewed with the Steering Committee.

Activity 5 – Report Results

Prepare the major Deliverable: a report that sets forth the entirety of the work on the project, including the methodology, services reviewed, and the results. The report will conform in large part to the following format:

(i) Introduction and summary of study
(ii) Methodology
(iii) Service sharing opportunities ready for implementation (within 6 months to a year)
- Costs
- Savings
- Implementation considerations and process recommendations

(iv) Service sharing opportunities appropriate for further review
- Recommendations for further review
- Cost and savings considerations
- Implementation considerations and process recommendations

(v) Service sharing opportunities that are not appropriate for consideration.
(vi) Summary and conclusions

The draft report will be provided to the Steering Committee for review. After Steering Committee review, the Company will prepare the final project report. The Company will also be available to make two presentations regarding the project, one to each City Council.

The City may request the Company attend Council briefings prior to the City Council meetings, either by phone or in person. Should the City request the Company attend briefings in person, the City will reimburse the Company for any excess travel costs. Travels costs will be reimbursed at cost, to include up to coach airfare with seven day advance purchase, and current IRS approved per diem rates.

Activity 6 – Support Implementation

Provide reasonable consultation (telephone, email or in-person) as needed as the cities pursues implementation of the service sharing opportunities recommended in the final project report. These services will take place after final payment on this Contract has been made.

C-2 Deliverables

(a) Final Report: 14 hard copies and one electronic copy in Adobe pdf format
(b) Presentations: 1 presentation to each of the Las Vegas and North Las Vegas City Councils, at regularly scheduled Council meetings.

C-3 City Responsibilities

(a) The City will provide access to administrative staff to help with meeting scheduling and locations.
(b) The City will provide 1 hour meetings with each department director and executive manager at both cities.
(c) The City will formulate a Steering Committee and will provide for approximately 4 Committee meetings.
(d) The City will respond to email requests for information that is readily available.

SECTION D – Special Clauses

D-1 Legal Notice [CAO-7/24/08]

(a) All legal notices required pursuant to the terms and conditions of this Contract shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Contract shall be deemed to have been given when:

(i) received by the party to whom it is directed by hand delivery or personal service, or
(ii) transmitted by facsimile with confirmation of transmission, or
(iii) sent by U.S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY:
City of Las Vegas
Manager, Purchasing and Contracts
City Hall, First Floor
400 Stewart Avenue
Las Vegas, Nevada 89101-2986
Fax: (702) 384-9964

FOR THE COMPANY:
Management Partners, Inc.
2107 N. First Street, Suite 470
San Jose, California 95131
Fax: (408) 453-6191

(b) The parties shall provide written notification of any change in the information stated above.

(c) An original signed copy, via U. S. Mail, shall follow facsimile transmissions.

(d) For the purposes of this Contract, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Contract.

(e) Routine correspondence should be directed to Project Manager or Company Representative, as appropriate.

D-2 Project Manager/Company Representative [CAO-7/24/08]

(a) The City designates Brian Knudsen as the Project Manager for this Contract. The City will provide written notice to the Company should there be a subsequent Project Manager change. The Project Manager will be the Company's principal point of contact at the City regarding any matters relating to this Contract, will provide all general direction to the Company regarding Contract performance, and will provide guidance regarding the City's goals and policies. The Project Manager is not authorized to waive or modify any material scope of work changes or terms of the Contract.

(b) The Company designates Andrew Belknap as the Company Representative for this Contract. The Company will provide written notice to the City should there be a subsequent Company Representative change. The City has the right to assume that the Company Representative has full authority to act for the Company on all matters arising under or relating to this Contract.

D-3 Warranty – Services [CAO-7/24/08]

The Company warrants that services shall be performed in full conformity with this Contract, with the professional skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with accepted industry practice. In the event of a breach of this warranty or in the event of non-performance or failure of the Company to perform the services in accordance with this Contract, the Company shall, at no cost to the City, re-perform or perform the services so that the services conform to the warranty.

D-4 Intellectual Property Rights [CAO-7/24/08]

All deliverables produced under this Contract, as well as all data, notes, and documentation collected on behalf of the City, are exclusively the property of the City.

D-5 Licenses/Registrations [CAO-7/24/08]

During the entire performance period of this Contract, the Company shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Contract, including maintaining an active City of Las Vegas business license.

D-6 Order of Precedence [CAO-7/24/08]

In the event of a conflict between the specific language set forth in Sections B through E of this Contract and any Attachment or Exhibit set forth in Section F, the specific language in Sections B through E shall prevail. Any exception to this order of precedence will be addressed through specific language elsewhere in Sections B through E.

SECTION E – General Clauses

E-1 Disputes [CAO-7/25/08]

(a) For each claim or dispute arising between the parties under this Contract, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, the City is granted the right, regardless of which party is asserting the claim or dispute, to determine between arbitration or litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. For any and all claims or disputes asserted by the Company, the Company shall notify the City of its intent to proceed further with the claim or dispute and, in response thereto, the City shall notify the Company as to its selected forum for resolution. For any and all claims or disputes asserted by the City, the City shall notify the Company in the notice of its intent to proceed with further resolution whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.

(b) If arbitration is selected by the City as the forum for further resolution, the claim or dispute shall be filed with the Nevada Arbitration Association or the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim or dispute.

(c) The laws of the State of Nevada shall govern this Contract, and the venue for purposes of such litigation or arbitration shall be in the City.

E-2 Notice of Delay [CAO-7/24/08]

(a) Should the timely performance of this Contract be jeopardized by the non-availability of City provided personnel, data, or equipment, the Company immediately shall notify the City in writing of the facts and circumstances that are contributing to such delay. Upon receipt of this notification, the City will advise the Company in writing of the action which will be taken to remedy the situation.

(b) The Company shall advise the City in writing of an impending failure to meet established milestones or delivery dates based on the Company's failure to perform. Notice shall be provided as soon as the Company is aware of the situation; however, such notice shall not relieve the Company from any existing obligations regarding performance or delivery.

E-3 Termination for Convenience [CAO-7/24/08]

The City shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the City to the Company specifying the extent and effective date of the termination. On the effective date of the termination, the Company shall terminate all work and take all reasonable actions to mitigate expenses. The Company shall submit a written request for incurred costs for services performed through the date of termination, and shall provide any substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the Company within 30 days after receipt of a correct, adequately documented written request. The City's sole liability under this Paragraph is for payment of costs for services requested by the City and actually performed by the Company.

E-4 Termination for Default [CAO-11/9/09]

(a) The City may, by written notice of default to the Company, terminate this Contract in whole or in part if the Company fails to:

(i) Perform the services under Section C, including, if applicable, delivering any required software, goods, or documentation within the time specified in this Contract or any extension;
(ii) Make progress, so as to endanger performance of this Contract; or
(iii) Perform any of the other provisions of this Contract.

(b) The City's right to terminate this Contract under (a)(ii) and (a)(iii) above, may be exercised if the Company does not cure such failure within ten calendar days (or more if authorized by the City) after notice, specifying the failure, is provided pursuant to the Paragraph D-1 (Legal Notice) of this Contract.

(c) If the City terminates this Contract for default in whole or in part, it may acquire under reasonable terms and in a manner the City considers appropriate, services similar to those terminated. Company shall be liable to the City for any excess costs for those services. However, the Company shall continue any work not terminated.

(d) The Company shall not be liable for excess costs if the failure to perform arises from circumstances beyond the control and without the fault or negligence of the Company. These circumstances are limited to such causes as (1) acts of God or of the public enemy, (2) acts of governmental bodies, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) labor strikes, (8) freight embargoes, or (9) unusually severe weather. The time of performance of the Company's obligations under this Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed 60 days. If the foregoing circumstances result in a delay greater than 60 days, the City may terminate the affected portion of the Contract pursuant to the terms of Paragraph E-3 (Termination for Convenience).

(e) Either party may terminate this Contract, in whole or in part, if the other party becomes insolvent or bankrupt or makes an assignment for the benefit or creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof.

(f) The City retains the right to terminate for default immediately should the Company fail to maintain the required levels of insurance, fail to comply with applicable local, state, and Federal statutes governing performance of these services, or fail to comply with statutes involving health or safety.

(g) In the event that the City fails to perform any of its obligations required under this Contract, and the City does not remedy the failure after notice thereof is provided to the City by the Company pursuant to Paragraph E-1 (Legal Notice) above, the Company shall have the right to treat the failure as a claim or dispute subject to the resolution provisions of Section E-3 (Disputes) of this Contract. During the period of such resolution, the Company shall continue with its performance under the Contract.

E-5 Insurance:[CAO-1/12/09]

(a) The Company shall procure and maintain, at its own expense, during the entire term of the Contract, the following coverage(s):

(i) Industrial/Workers' Compensation Insurance protecting the Company and the City from potential Company employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive. If Company is a sole proprietor, it will be required to submit an affidavit indicating that the company has elected not to be included in the terms, conditions and provisions of NRS 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.

(ii) Commercial General Liability Insurance (bodily injury, property damage) with respect to the Company's agents assigned to the activities performed under this Contract in a policy limit of not less than $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate, for bodily injury (including death), personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form.

(iii) Professional Liability Insurance of limits not less than $1,000,000, combined single limit and in the aggregate. If coverage is on a "claims made" basis, then it must continue for a period of two years beyond the completion or termination of this Contract. Any retroactive coverage must coincide with or predate the beginning of this Contract and may not be changed without the consent of the City.

(b) Company must provide required insurance documentation to Insurance Tracking Services (ITS) immediately upon notification of selection. Award is conditional upon verification by ITS that all insurance requirements have been met. All policy certificates and endorsements are required to be issued by an agent authorized by that insurer and licensed by the State of Nevada. All required aggregate limits must be disclosed and

amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number and the Contract description. The Company shall maintain coverage for the duration of this Contract, and any renewal periods if applicable. The Company shall annually provide the ITS with a certificate of insurance as evidence that all insurance requirements have been met. The Company or insurance carrier shall provide the City with 30 day advance notice of policy modification, cancellation or erosion of insurance limits, sent by certified mail "return receipt requested".

Submit certificates of insurance to:

City of Las Vegas
C/O Insurance Tracking Services, Inc. (ITS)
P.O. Box 21919
Long Beach, CA 90801

Account Manager: Michael Palacios
Phone: (888) 435-2955 ext. 503
Fax: 562-435-2999
Email: michael.palacios@instracking.com

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section E-5 shall be provided to the City if so requested.

(c) The City, its officers and employees shall be named as additional insureds and such notation shall appear on the certificate of insurance furnished by the Company's insurance carrier. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The City requires insurance carriers to maintain a Best's Key rating of A VII, or higher. The adequacy of the insurance supplied by the Company, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City.

(d) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed $10,000.00 without the prior written approval of the City.

(e) If the Company fails to carry the required insurance, the City may (i) order the Company to stop further performance hereunder, declare the Company in breach, pursuant to Paragraph E-4 and terminate the Contract if the breach is not remedied, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Company, or charge the replacement insurance costs back to the Company.

(f) The Company is encouraged to purchase any additional insurance it deems necessary.

(g) The Company is required to remedy all injuries to persons and damage or loss to any property of the City, caused in whole or in part by the Company, its subcontractors or anyone employed, directed or supervised by the Company.

(h) The policies required in E-5 (a) i-ii shall have a Waiver of Subrogation provision endorsement in favor of the City.

E-6 Indemnification [CAO-7/24/08]

(a) In addition to the insurance requirements set forth in Paragraph E-5 (Insurance), the Company shall protect, indemnify and hold harmless the City, its officers, employees, agents, and consultants (collectively herein the "City") from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City as a result of, by reason of, or as a consequence of, any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, or agents in the performance of the terms, conditions and covenants of this Contract, regardless of whether the Liabilities were caused in part by the City.

(b) If a third party claim against the City for negligent performance by the Company is within the limits of its liability insurance, and the insurance company has accepted the City's tender of defense, then the City will pay the Company what is due and owing to them within the payment method specified in this Contract. However, if the claim is greater than the coverage amount the City, for its protection, may retain any money due and owing the Company under this Contract, until the claim has been resolved.

(c) It is expressly agreed that the Company shall defend the City against the Liabilities and, in the event that the Company fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Company.

E-7 Assignment [CAO-7/24/08]

Neither party may assign their rights nor delegate their duties under this Contract without the written consent of the other party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Contract.

E-8 Waiver [CAO-7/24/08]

Waiver of any terms of this Contract shall not be valid unless it is in writing signed by each party. The failure of the City to enforce any of the provisions of this Contract, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Contract, or to affect the right of the City to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract.

E-9 Taxes/Compliance with Laws [CAO-7/24/08]

(a) The City is exempt from paying Sales and Use Taxes under the provisions of NRS 372.325(4), and Federal Excise Tax under Registry Number 88-87-0003k. The Company shall pay all taxes, levies, duties and assessments of every kind which may be applicable to any work under this Contract. The Company shall make any and all payroll deductions required by law. The Company agrees to indemnify and hold the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

(b) The Company, in the performance of the obligations of this Contract, shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Health and Safety Act, and all state and federal laws prohibiting or relating to discrimination by reason of race, sex, age, religion or national origin.

E-10 Audit of Records [CAO-8/5/08]

(a) The Company agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of three (3) years after completion of this Contract, except that books and records which are the subject of an audit finding shall be retained for three (3) years after such finding has been resolved. If the Company goes out of business, the Company shall forward the books and records to the City to be retained by the City for the period of time required herein.

(b) City, or its designated representative, shall have the right to inspect and audit (including the right to copy or transcribe) books and records of the Company pertaining to performance of this Contract during normal business hours. City will provide prior written notice to the Company of the audit/inspection. If the books and records are not located within Clark County, Company agrees to deliver them to the City, or to an address designated by the City within Clark County. In lieu of delivery, Company may elect to reimburse City for the cost of travel (including transportation, lodging, meals and other related expenses) to inspect and audit books and records at the Company's office. If the books and records provided to the City are incomplete, Company agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City for any additional costs associated therewith including, without limitation, having to revisit the Company's office. Company's failure to remedy the deficiency shall constitute a material breach of this Contract. City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Paragraph

(c) If at any time during the term of this Contract or at any time after the expiration or termination of the Contract, the City or the City's designated representative(s) find the dollar liability is less than payments made by the City to the Company, the Company agrees that the difference shall be either: (a) repaid immediately by the Company to the City or (b) at the City's option, credited against any future billings due the Company.

E-11 Independent Contractor [CAO-7/24/08]

In the performance of services under this Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The Company shall be liable for the actions of any person, organization or corporation with which it subcontracts to fulfill this Contract. The City shall hold the Company as the sole responsible party for the performance of this Contract. The Company shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this contract or any subcontract awarded by the Company shall create a partnership, joint venture or agency with the City. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

E-12 Severability [CAO-7/24/08]

The invalidity, illegality, or unenforceability of any provision of this Contract, or the occurrence of any event rendering any provision of this Contract void, shall in no way affect the validity or enforceability of any other provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular provision held to be void. The parties further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. This clause shall not prevent this entire Contract from being void should a provision which is of the essence of this Contract be determined void.

E-13 Conforming Services [CAO-7/24/08]

The services performed under this Contract shall conform in all respects with the requirements set forth in this Contract. The Company shall furnish the City with sufficient data and information needed to determine if the services performed conform to all the requirements of this Contract.

E-14 Modification/Amendment [CAO-7/24/08]

This Contract shall not be modified or amended except by the express written agreement of the parties, signed by a duly authorized representative for each party. Any other attempt to modify or amend this Contract shall be null and void, and may not be relied upon by either party.

E-15 Entire Contract, Section and Paragraph Headings [CAO-7/24/08]

(a) This Contract represents the entire and integrated agreement between the City and the Company. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract.

(b) The section and paragraph headings appearing in this Contract are inserted for the purpose of convenience and ready reference. They do not purport to define, limit or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

E-16 Conflict of Interest (City Officials) [CAO-7/24/08]

(a) An official of the City who is authorized on behalf of the City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Contract, payments under this Contract, or work under this Contract, shall not be directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with this Contract, shall become directly or indirectly interested personally in this Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Contract.

(b) Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the City relating to this Contract. Notwithstanding any other provision of this Contract, if such interest becomes known the City may immediately terminate this Contract for default or convenience, based on the culpability of the parties.

(c) The Company represents and warrants that it has, in accordance with the current policy of the City, disclosed the ownership and principals of the Company on Attachment 1 (Certificate – Disclosure of Ownership/Principals), and that it has a continuing obligation to update this disclosure whenever there is a material change in the information contained therein.

E-17 Public Records [CAO-7/24/08]

The City is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's Records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Contract, all supporting documents, and proposals submitted under the original Request for Proposal are deemed to be public records.

E-18 Confidentiality – City Information [CAO-7/24/08]

(a) All information including, but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. The Company shall not disclose this information, nor allow it to be disclosed, to any person or entity without the express prior written consent of the City. The Company shall have the right to use any such confidential information only for the purpose of providing

services under this Contract, unless the express prior, written consent of the City is obtained. Upon request by the City, the Company shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts.

(b) The confidentiality requirements shall not apply where (i) information is at the time of disclosure by the City then in the public domain; (ii) information is known to the Company prior to obtaining the same from City; (iii) the information is obtained by the Company from a third party who did not receive same directly or indirectly from the City; or (iv) the information is subpoenaed by court order or other legal process. But in such event the Company shall notify the City and the City, in its sole discretion, may seek to quash such demand.

(c) The obligations of confidentiality shall survive the termination of this Contract.

E-19 Marketing Restrictions [CAO-7/24/08]

The Company may not publish or sell any information from or about this Contract without the prior written consent of the City. This restriction does not apply to the use of the City's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Company or its services.

E-20 Limitation of Funding [CAO-7/24/08]

The City reserves the right to reduce estimated or actual quantities in whatever amount necessary without prejudice or liability to the City if funding is not available, or if legal restrictions are placed on the expenditure of monies for the services required under this Contract.

E-21 Changes – Fixed-Price Services [CAO-7/24/08]

(a) The City may at any time, by written order, make changes within the general scope of this Contract in any one or more of the following: (i) description of services to be performed; (ii) time of performance (i.e., hours of the day, days of the week, etc.), (iii) place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, the City shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the Contract.

(c) The Company must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order; however, if the City decides that the facts justify, the City may receive and act upon a proposal submitted before final payment of the Contract.

(d) If the Company's proposal includes the cost of property made obsolete or excess by the change, the City shall have the right to prescribe the manner of disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under Paragraph E-1 (Disputes); however, nothing in this clause shall excuse the Company from proceeding with the Contract as changed.

The Company shall provide current, complete, and accurate documentation to the City in support of any request for equitable adjustment. Failure to provide adequate documentation within a reasonable time after a request from the City will be deemed a waiver of the Company's right to dispute the equitable adjustment proposed by the City, where such equitable adjustment has a reasonable basis at the time it is determined by the City.

E-22 Counterpart Signatures [CAO-9/24/08]

This Contract may be executed in counterparts. All such counterparts will constitute the same contract, and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and, upon receipt, will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

SECTION F – List of Attachments/Exhibits

The following attachments are hereby incorporated into this contract:

Identifier	Title/Text Reference	Pages
Attachment 1	Certificate – Disclosure of Ownership/Principals [Paragraph E-16(c)]	2
Attachment 2	Project Schedule [Paragraph B-5]	1

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 9-2-10
Deputy City Attorney Date

MANAGEMENT PARTNERS, INC.

GERALD NEWFARMER, President and CEO

"Company"

ATTACHMENT 1 - CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract, if any, between the City and the Contracting entity. Upon execution of such contract, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract, and/or a withholding of payments due the Contracting Entity.

Block 1 Contracting Entity Management Partners, Inc.	Block 2 Description Subject Matter of Contract/
Name Mr. Gerald E. Newfarmer, President	SERVICE SHARING AND GOVERNMENT
Address 2107 N. First Street, Suite 407, San Jose, CA 95131	EFFICIENCY STUDY
Telephone 408-437-5400	
EIN or DUNS 31-1407585	RFP# 110017-PH

Block 3 Type of Business
☐ Individual ☐ Partnership ☐ Limited Liability Company **X** Corporation ☐ Trust ☐ Other:

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 Disclosure of Ownership and Principals
In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Gerald E. Newfarmer	2107 N. First Street, Suite 470 San Jose, CA 95131	408-437-5400
2.	Andrew S. Belknap	2107 N. First Street, Suite 470 San Jose, CA 95131	408-437-5400
3.	Amy Cohen Paul	2107 N. First Street, Suite 470 San Jose, CA 95131	408-437-5400
4.			
5.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Ownership/Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: _____

Block 5 Disclosure of Ownership and Principals – **Alternate**

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

Gerald E. Newfarmer
Name

8-3-2010
Date

Subscribed and sworn to before me this 3rd day of September, 2010

Jeri L. Beckstedt
Notary Public

NOTARY PUBLIC STATE OF OHIO

JERI L. BECKSTEDT
Notary Public, State of Ohio
My Commission Expires
April 15, 2012

	Service Sharing and Government Efficiency Report City of Las Vegas / North Las Vegas	Start	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
		8/30	9/6	9/13	9/20	9/27	10/4	10/11	10/18	10/25	11/1	11/8	11/15	11/22	11/29	12/6	12/13	12/20	12/27	1/3
	Activity 1. Start Project																			
1.1	Prepare for kickoff																			
1.2	Kickoff meeting																			
1.3	Modify scope and schedule as necessary																			
1.4	Document request																			
	Activity 2. Survey Opportunities for Sharing	8/30	9/6	9/13	9/20	9/27	10/4	10/11	10/18	10/25	11/1	11/8	11/15	11/22	11/29	12/6	12/13	12/20	12/27	1/3
2.1	Interviews																			
2.2	Develop Inventory																			
2.3	Review CBAs																			
2.4	Prepare initial matrix																			
2.5	Meet with Steering Committee																			
	Activity 3. Build and Populate Model to Provide for Evaluation of Option	8/30	9/6	9/13	9/20	9/27	10/4	10/11	10/18	10/25	11/1	11/8	11/15	11/22	11/29	12/6	12/13	12/20	12/27	1/3
3.1	Develop evaluative criteria																			
3.2	Develop and populate model																			
3.3	Evaluate ideas against evaluative criteria																			
3.4	Review results and modify model as necessary																			
3.5	Develop difficulty / payoff evaluations																			
3.6	Build quad matrixes to foster discussion																			
3.7	Meet with Steering Committee to determine priorities																			
	Activity 4. Analyze Services Identified in Activity 3 as Having Strong Po	8/30	9/6	9/13	9/20	9/27	10/4	10/11	10/18	10/25	11/1	11/8	11/15	11/22	11/29	12/6	12/13	12/20	12/27	1/3
4.1	Develop analysis plan for each option																			
4.2	Execute analysis plan																			
4.3	Do cost benefit analysis for each option																			
4.4	Document implementation issues for each optiona																			
4.5	Provide status report to Steering Committee																			
	Activity 5. Report Results	8/30	9/6	9/13	9/20	9/27	10/4	10/11	10/18	10/25	11/1	11/8	11/15	11/22	11/29	12/6	12/13	12/20	12/27	1/3
5.1	Draft Report																			
5.2	Final Report																			
5.3	Presentations																			
	Activity 6	8/30	9/6	9/13	9/20	9/27	10/4	10/11	10/18	10/25	11/1	11/8	11/15	11/22	11/29	12/6	12/13	12/20	12/27	1/3
6.1	Support Implementation																			

CONTRACT FOR SERVICE SHARING AND GOVERNMENT EFFICIENCY STUDY

THIS CONTRACT is being entered into this _____ day of _____, 2010, by and between the CITY OF LAS VEGAS (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 400 Stewart Avenue, Las Vegas, Nevada 89101, and MANAGEMENT PARTNERS, INC. (hereinafter the "Company") a corporation having its principal office located at 2107 North First Street, Suite 470, San Jose, California 95131.

SECTION A – Contract Form

The subject matter of this Contract is the provision of professional services to study service sharing and government efficiency opportunities between the cities of Las Vegas and North Las Vegas.

SECTION B – Basic Terms

B-1 Definitions

The following definitions apply to this Contract:

(a) *"Award Date"* means the date that a Contract becomes effective. It is the date that is entered into the first paragraph of a Contract upon execution by an authorized representative of the City.

(b) *"City"* means the City of Las Vegas.

(c) *"City Council"* means the governing body of the City of Las Vegas.

(d) *"Company"* means the individual, partnership, or corporation responsible for the performance of services under this Contract.

(e) *"Company Representative"* means the individual authorized to act on behalf of the Company regarding routine matters arising under or relating to this Contract.

(f) *"Contract"* means this document, consisting of Sections A through F, which is binding and effective only upon execution by the City and the Company.

(g) *"Deliverable"* means any report, software, hardware, data, documentation, or other tangible item that the Company is required to provide to the City under the terms of this Contract.

(h) *"Non-exclusive Contract"* means a Contract under which the City agrees to obtain some, but not necessarily all, of the City's requirements for a particular service.

(i) "*Project Manager"* means the City representative who is responsible for the coordination of Contract performance between the City and the Company.

B-2 Contract Type

The Contract type is Firm Fixed Price. This is a Non-Exclusive Contract.

B-3 Prices/Costs

(a) The City will pay the Company a total of $75,000, including all professional fees and expenses. The Company will bill in accordance with the following fee schedules:

Vice President	$250 per hour
Partner	$225 per hour
Senior Manager	$175 per hour
Senior Management Advisor	$150 per hour
Special Advisor	$175 per hour
Management Advisor	$100 per hour
Management Analyst	$ 75 per hour
Travel and other expenses	at cost

B-4 Invoices

(a) The Company shall submit an invoice to the City monthly for services rendered the previous month. All invoices should identify at minimum: date of invoice, performance dates covered, and the associated purchase order number.

Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Company will be made in full within 30 calendar days. **Invoices received without a valid purchase order number will be returned unpaid.** The Company shall submit an original invoice to:

Department of Finance and Business Services
ATTN: Accounts Payable
City of Las Vegas
400 Stewart Ave.
Las Vegas, NV 89101 – 2986

(b) A representative of the Company shall sign and certify the invoice in the following manner: "I hereby certify, under penalty of perjury, that the above invoice is just and correct and that reimbursement for such expenses listed on this invoice has not been previously received from the City of Las Vegas nor any other source."

(c) The Company shall forward a copy of the original invoice to the City's Project Manager identified in Paragraph D-2 (Project Manager/Company Representative).

B-5 Performance Period/Delivery Schedule

All services shall be completed in accordance with the project schedule set forth in Attachment 2.

SECTION C – Statement of Work

C-1 Scope of Services

Activity 1 – Start Project

Meet with City Managers and other senior staff from both cities; tailor approach and plan of work to suit the specific needs of both cities. Request and review relevant background information including past and current budgets, workload data, administrative policies and other information related to service delivery options. Assist the City in determining the composition of a project Steering Committee with senior professional management representatives from each city to serve as a policy touchstone to guide the project.

Activity 2 – Survey Opportunities for Sharing

Survey all services provided by the two cities to identify those that might be evaluated for sharing. Examine the programs within each department and obtain information on staffing and performance management. Consult collective bargaining agreements to understand relevant work rules.

Interview key staff in each city, likely including each department director within each organization, as well as executives in the City Managers' offices with operational responsibilities. The purpose of these interviews will be to identify all potential service integration opportunities. Note existing partnerships or integrations. Identify factors that may impede service sharing or merit further analysis. Identify factors that may impede service sharing or merit further analysis. After interviews, work with staff to obtain additional background information about specific options. Meet with the Steering Committee to review observations and recommendations for moving forward. Discussion will focus on the evaluation criteria to be used in prioritizing all ideas generated in Activity 2.

Work product completed in this task will be a list of ideas of where service sharing might be beneficial. This list will not include ideas with serious fatal flaws. It is anticipated there will be over 100 options on this list.

Activity 3 – Evaluate Services for Further Consideration in Sharing

Apply an objective approach to determining which service sharing ideas have the most merit and deserve further investment to develop data on cost, benefit and implementation issues. Work with staff to develop an array of criteria against which each idea will be ranked. Using all these factors, assess the relative likely payoff and difficulty of implementing the ideas for service sharing using a simple forced ranking approach for each question or issue area.

Meet with the Steering Committee to discuss the analysis of all service sharing ideas, and to prioritize and agree on the specific list of the most promising services for integration to be studied further.

Work product completed during this task will be a narrowed list of the most promising services for integration, so that a detailed analysis of costs and benefits, and potential concerns, can be accomplished. Display service sharing ideas on a quad matrix showing relative value and implementation difficulty.

Activity 4 – Analyze Selected Services for Implementation

Based on direction from the Steering Committee, conduct a high-level analysis aimed at assessing the initial and long-term costs and savings, as well as implementation considerations and process recommendations, for each service sharing idea on the list generated in Activity 3. Document any fatal flaws that may prevent the service sharing. Address any technical or other issues that would impact implementation.

Meet with human resource managers from each city to discuss what civil service or collective bargaining issues might be involved in implementation.

The analysis of each service considered for integration will be summarized in a progress report, which will be reviewed with the Steering Committee.

Activity 5 – Report Results

Prepare the major Deliverable: a report that sets forth the entirety of the work on the project, including the methodology, services reviewed, and the results. The report will conform in large part to the following format:

(i) Introduction and summary of study
(ii) Methodology
(iii) Service sharing opportunities ready for implementation (within 6 months to a year)
- Costs
- Savings
- Implementation considerations and process recommendations

(iv) Service sharing opportunities appropriate for further review
- Recommendations for further review
- Cost and savings considerations
- Implementation considerations and process recommendations

(v) Service sharing opportunities that are not appropriate for consideration.
(vi) Summary and conclusions

The draft report will be provided to the Steering Committee for review. After Steering Committee review, the Company will prepare the final project report. The Company will also be available to make two presentations regarding the project, one to each City Council.

The City may request the Company attend Council briefings prior to the City Council meetings, either by phone or in person. Should the City request the Company attend briefings in person, the City will reimburse the Company for any excess travel costs. Travels costs will be reimbursed at cost, to include up to coach airfare with seven day advance purchase, and current IRS approved per diem rates.

Activity 6 – Support Implementation

Provide reasonable consultation (telephone, email or in-person) as needed as the cities pursues implementation of the service sharing opportunities recommended in the final project report. These services will take place after final payment on this Contract has been made.

C-2 Deliverables

(a) Final Report: 14 hard copies and one electronic copy in Adobe pdf format
(b) Presentations: 1 presentation to each of the Las Vegas and North Las Vegas City Councils, at regularly scheduled Council meetings.

C-3 City Responsibilities

(a) The City will provide access to administrative staff to help with meeting scheduling and locations.
(b) The City will provide 1 hour meetings with each department director and executive manager at both cities.
(c) The City will formulate a Steering Committee and will provide for approximately 4 Committee meetings.
(d) The City will respond to email requests for information that is readily available.

SECTION D – Special Clauses

D-1 Legal Notice [CAO-7/24/08]

(a) All legal notices required pursuant to the terms and conditions of this Contract shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Contract shall be deemed to have been given when:

(i) received by the party to whom it is directed by hand delivery or personal service, or
(ii) transmitted by facsimile with confirmation of transmission, or
(iii) sent by U.S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY:
City of Las Vegas
Manager, Purchasing and Contracts
City Hall, First Floor
400 Stewart Avenue
Las Vegas, Nevada 89101-2986
Fax: (702) 384-9964

FOR THE COMPANY:
Management Partners, Inc.
2107 N. First Street, Suite 470
San Jose, California 95131
Fax: (408) 453-6191

(b) The parties shall provide written notification of any change in the information stated above.

(c) An original signed copy, via U. S. Mail, shall follow facsimile transmissions.

(d) For the purposes of this Contract, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Contract.

(e) Routine correspondence should be directed to Project Manager or Company Representative, as appropriate.

D-2 Project Manager/Company Representative [CAO-7/24/08]

(a) The City designates Brian Knudsen as the Project Manager for this Contract. The City will provide written notice to the Company should there be a subsequent Project Manager change. The Project Manager will be the Company's principal point of contact at the City regarding any matters relating to this Contract, will provide all general direction to the Company regarding Contract performance, and will provide guidance regarding the City's goals and policies. The Project Manager is not authorized to waive or modify any material scope of work changes or terms of the Contract.

(b) The Company designates Andrew Belknap as the Company Representative for this Contract. The Company will provide written notice to the City should there be a subsequent Company Representative change. The City has the right to assume that the Company Representative has full authority to act for the Company on all matters arising under or relating to this Contract.

D-3 Warranty – Services [CAO-7/24/08]

The Company warrants that services shall be performed in full conformity with this Contract, with the professional skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with accepted industry practice. In the event of a breach of this warranty or in the event of non-performance or failure of the Company to perform the services in accordance with this Contract, the Company shall, at no cost to the City, re-perform or perform the services so that the services conform to the warranty.

D-4 Intellectual Property Rights [CAO-7/24/08]

All deliverables produced under this Contract, as well as all data, notes, and documentation collected on behalf of the City, are exclusively the property of the City.

D-5 Licenses/Registrations [CAO-7/24/08]

During the entire performance period of this Contract, the Company shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Contract, including maintaining an active City of Las Vegas business license.

D-6 Order of Precedence [CAO-7/24/08]

In the event of a conflict between the specific language set forth in Sections B through E of this Contract and any Attachment or Exhibit set forth in Section F, the specific language in Sections B through E shall prevail. Any exception to this order of precedence will be addressed through specific language elsewhere in Sections B through E.

SECTION E – General Clauses

E-1 Disputes [CAO-7/25/08]

(a) For each claim or dispute arising between the parties under this Contract, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, the City is granted the right, regardless of which party is asserting the claim or dispute, to determine between arbitration or litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. For any and all claims or disputes asserted by the Company, the Company shall notify the City of its intent to proceed further with the claim or dispute and, in response thereto, the City shall notify the Company as to its selected forum for resolution. For any and all claims or disputes asserted by the City, the City shall notify the Company in the notice of its intent to proceed with further resolution whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.

(b) If arbitration is selected by the City as the forum for further resolution, the claim or dispute shall be filed with the Nevada Arbitration Association or the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim or dispute.

(c) The laws of the State of Nevada shall govern this Contract, and the venue for purposes of such litigation or arbitration shall be in the City.

E-2 Notice of Delay [CAO-7/24/08]

(a) Should the timely performance of this Contract be jeopardized by the non-availability of City provided personnel, data, or equipment, the Company immediately shall notify the City in writing of the facts and circumstances that are contributing to such delay. Upon receipt of this notification, the City will advise the Company in writing of the action which will be taken to remedy the situation.

(b) The Company shall advise the City in writing of an impending failure to meet established milestones or delivery dates based on the Company's failure to perform. Notice shall be provided as soon as the Company is aware of the situation; however, such notice shall not relieve the Company from any existing obligations regarding performance or delivery.

E-3 Termination for Convenience [CAO-7/24/08]

The City shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the City to the Company specifying the extent and effective date of the termination. On the effective date of the termination, the Company shall terminate all work and take all reasonable actions to mitigate expenses. The Company shall submit a written request for incurred costs for services performed through the date of termination, and shall provide any substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the Company within 30 days after receipt of a correct, adequately documented written request. The City's sole liability under this Paragraph is for payment of costs for services requested by the City and actually performed by the Company.

E-4 Termination for Default [CAO-11/9/09]

(a) The City may, by written notice of default to the Company, terminate this Contract in whole or in part if the Company fails to:

(i) Perform the services under Section C, including, if applicable, delivering any required software, goods, or documentation within the time specified in this Contract or any extension;
(ii) Make progress, so as to endanger performance of this Contract; or
(iii) Perform any of the other provisions of this Contract.

(b) The City's right to terminate this Contract under (a)(ii) and (a)(iii) above, may be exercised if the Company does not cure such failure within ten calendar days (or more if authorized by the City) after notice, specifying the failure, is provided pursuant to the Paragraph D-1 (Legal Notice) of this Contract.

(c) If the City terminates this Contract for default in whole or in part, it may acquire under reasonable terms and in a manner the City considers appropriate, services similar to those terminated. Company shall be liable to the City for any excess costs for those services. However, the Company shall continue any work not terminated.

(d) The Company shall not be liable for excess costs if the failure to perform arises from circumstances beyond the control and without the fault or negligence of the Company. These circumstances are limited to such causes as (1) acts of God or of the public enemy, (2) acts of governmental bodies, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) labor strikes, (8) freight embargoes, or (9) unusually severe weather. The time of performance of the Company's obligations under this Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed 60 days. If the foregoing circumstances result in a delay greater than 60 days, the City may terminate the affected portion of the Contract pursuant to the terms of Paragraph E-3 (Termination for Convenience).

(e) Either party may terminate this Contract, in whole or in part, if the other party becomes insolvent or bankrupt or makes an assignment for the benefit or creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof.

(f) The City retains the right to terminate for default immediately should the Company fail to maintain the required levels of insurance, fail to comply with applicable local, state, and Federal statutes governing performance of these services, or fail to comply with statutes involving health or safety.

(g) In the event that the City fails to perform any of its obligations required under this Contract, and the City does not remedy the failure after notice thereof is provided to the City by the Company pursuant to Paragraph E-1 (Legal Notice) above, the Company shall have the right to treat the failure as a claim or dispute subject to the resolution provisions of Section E-3 (Disputes) of this Contract. During the period of such resolution, the Company shall continue with its performance under the Contract.

E-5 Insurance:[CAO-1/12/09]

(a) The Company shall procure and maintain, at its own expense, during the entire term of the Contract, the following coverage(s):

(i) Industrial/Workers' Compensation Insurance protecting the Company and the City from potential Company employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive. If Company is a sole proprietor, it will be required to submit an affidavit indicating that the company has elected not to be included in the terms, conditions and provisions of NRS 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.

(ii) Commercial General Liability Insurance (bodily injury, property damage) with respect to the Company's agents assigned to the activities performed under this Contract in a policy limit of not less than $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate, for bodily injury (including death), personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form.

(iii) Professional Liability Insurance of limits not less than $1,000,000, combined single limit and in the aggregate. If coverage is on a "claims made" basis, then it must continue for a period of two years beyond the completion or termination of this Contract. Any retroactive coverage must coincide with or predate the beginning of this Contract and may not be changed without the consent of the City.

(b) Company must provide required insurance documentation to Insurance Tracking Services (ITS) immediately upon notification of selection. Award is conditional upon verification by ITS that all insurance requirements have been met. All policy certificates and endorsements are required to be issued by an agent authorized by that insurer and licensed by the State of Nevada. All required aggregate limits must be disclosed and

amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number and the Contract description. The Company shall maintain coverage for the duration of this Contract, and any renewal periods if applicable. The Company shall annually provide the ITS with a certificate of insurance as evidence that all insurance requirements have been met. The Company or insurance carrier shall provide the City with 30 day advance notice of policy modification, cancellation or erosion of insurance limits, sent by certified mail "return receipt requested".

Submit certificates of insurance to:

City of Las Vegas
C/O Insurance Tracking Services, Inc. (ITS)
P.O. Box 21919
Long Beach, CA 90801

Account Manager: Michael Palacios
Phone: (888) 435-2955 ext. 503
Fax: 562-435-2999
Email: michael.palacios@instracking.com

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section E-5 shall be provided to the City if so requested.

(c) The City, its officers and employees shall be named as additional insureds and such notation shall appear on the certificate of insurance furnished by the Company's insurance carrier. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The City requires insurance carriers to maintain a Best's Key rating of A VII, or higher. The adequacy of the insurance supplied by the Company, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City.

(d) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed $10,000.00 without the prior written approval of the City.

(e) If the Company fails to carry the required insurance, the City may (i) order the Company to stop further performance hereunder, declare the Company in breach, pursuant to Paragraph E-4 and terminate the Contract if the breach is not remedied, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Company, or charge the replacement insurance costs back to the Company.

(f) The Company is encouraged to purchase any additional insurance it deems necessary.

(g) The Company is required to remedy all injuries to persons and damage or loss to any property of the City, caused in whole or in part by the Company, its subcontractors or anyone employed, directed or supervised by the Company.

(h) The policies required in E-5 (a) i-ii shall have a Waiver of Subrogation provision endorsement in favor of the City.

E-6 Indemnification [CAO-7/24/08]

(a) In addition to the insurance requirements set forth in Paragraph E-5 (Insurance), the Company shall protect, indemnify and hold harmless the City, its officers, employees, agents, and consultants (collectively herein the "City") from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City as a result of, by reason of, or as a consequence of, any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, or agents in the performance of the terms, conditions and covenants of this Contract, regardless of whether the Liabilities were caused in part by the City.

(b) If a third party claim against the City for negligent performance by the Company is within the limits of its liability insurance, and the insurance company has accepted the City's tender of defense, then the City will pay the Company what is due and owing to them within the payment method specified in this Contract. However, if the claim is greater than the coverage amount the City, for its protection, may retain any money due and owing the Company under this Contract, until the claim has been resolved.

(c) It is expressly agreed that the Company shall defend the City against the Liabilities and, in the event that the Company fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Company.

E-7 Assignment [CAO-7/24/08]

Neither party may assign their rights nor delegate their duties under this Contract without the written consent of the other party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Contract.

E-8 Waiver [CAO-7/24/08]

Waiver of any terms of this Contract shall not be valid unless it is in writing signed by each party. The failure of the City to enforce any of the provisions of this Contract, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Contract, or to affect the right of the City to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract.

E-9 Taxes/Compliance with Laws [CAO-7/24/08]

(a) The City is exempt from paying Sales and Use Taxes under the provisions of NRS 372.325(4), and Federal Excise Tax under Registry Number 88-87-0003k. The Company shall pay all taxes, levies, duties and assessments of every kind which may be applicable to any work under this Contract. The Company shall make any and all payroll deductions required by law. The Company agrees to indemnify and hold the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

(b) The Company, in the performance of the obligations of this Contract, shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Health and Safety Act, and all state and federal laws prohibiting or relating to discrimination by reason of race, sex, age, religion or national origin.

E-10 Audit of Records [CAO-8/5/08]

(a) The Company agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of three (3) years after completion of this Contract, except that books and records which are the subject of an audit finding shall be retained for three (3) years after such finding has been resolved. If the Company goes out of business, the Company shall forward the books and records to the City to be retained by the City for the period of time required herein.

(b) City, or its designated representative, shall have the right to inspect and audit (including the right to copy or transcribe) books and records of the Company pertaining to performance of this Contract during normal business hours. City will provide prior written notice to the Company of the audit/inspection. If the books and records are not located within Clark County, Company agrees to deliver them to the City, or to an address designated by the City within Clark County. In lieu of delivery, Company may elect to reimburse City for the cost of travel (including transportation, lodging, meals and other related expenses) to inspect and audit books and records at the Company's office. If the books and records provided to the City are incomplete, Company agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City for any additional costs associated therewith including, without limitation, having to revisit the Company's office. Company's failure to remedy the deficiency shall constitute a material breach of this Contract. City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Paragraph

(c) If at any time during the term of this Contract or at any time after the expiration or termination of the Contract, the City or the City's designated representative(s) find the dollar liability is less than payments made by the City to the Company, the Company agrees that the difference shall be either: (a) repaid immediately by the Company to the City or (b) at the City's option, credited against any future billings due the Company.

E-11 Independent Contractor [CAO-7/24/08]

In the performance of services under this Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The Company shall be liable for the actions of any person, organization or corporation with which it subcontracts to fulfill this Contract. The City shall hold the Company as the sole responsible party for the performance of this Contract. The Company shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this contract or any subcontract awarded by the Company shall create a partnership, joint venture or agency with the City. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

E-12 Severability [CAO-7/24/08]

The invalidity, illegality, or unenforceability of any provision of this Contract, or the occurrence of any event rendering any provision of this Contract void, shall in no way affect the validity or enforceability of any other provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular provision held to be void. The parties further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. This clause shall not prevent this entire Contract from being void should a provision which is of the essence of this Contract be determined void.

E-13 Conforming Services [CAO-7/24/08]

The services performed under this Contract shall conform in all respects with the requirements set forth in this Contract. The Company shall furnish the City with sufficient data and information needed to determine if the services performed conform to all the requirements of this Contract.

E-14 Modification/Amendment [CAO-7/24/08]

This Contract shall not be modified or amended except by the express written agreement of the parties, signed by a duly authorized representative for each party. Any other attempt to modify or amend this Contract shall be null and void, and may not be relied upon by either party.

E-15 Entire Contract, Section and Paragraph Headings [CAO-7/24/08]

(a) This Contract represents the entire and integrated agreement between the City and the Company. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract.

(b) The section and paragraph headings appearing in this Contract are inserted for the purpose of convenience and ready reference. They do not purport to define, limit or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

E-16 Conflict of Interest (City Officials) [CAO-7/24/08]

(a) An official of the City who is authorized on behalf of the City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Contract, payments under this Contract, or work under this Contract, shall not be directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with this Contract, shall become directly or indirectly interested personally in this Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Contract.

(b) Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the City relating to this Contract. Notwithstanding any other provision of this Contract, if such interest becomes known the City may immediately terminate this Contract for default or convenience, based on the culpability of the parties.

(c) The Company represents and warrants that it has, in accordance with the current policy of the City, disclosed the ownership and principals of the Company on Attachment 1 (Certificate – Disclosure of Ownership/Principals), and that it has a continuing obligation to update this disclosure whenever there is a material change in the information contained therein.

E-17 Public Records [CAO-7/24/08]

The City is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's Records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Contract, all supporting documents, and proposals submitted under the original Request for Proposal are deemed to be public records.

E-18 Confidentiality – City Information [CAO-7/24/08]

(a) All information including, but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. The Company shall not disclose this information, nor allow it to be disclosed, to any person or entity without the express prior written consent of the City. The Company shall have the right to use any such confidential information only for the purpose of providing

services under this Contract, unless the express prior, written consent of the City is obtained. Upon request by the City, the Company shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts.

(b) The confidentiality requirements shall not apply where (i) information is at the time of disclosure by the City then in the public domain; (ii) information is known to the Company prior to obtaining the same from City; (iii) the information is obtained by the Company from a third party who did not receive same directly or indirectly from the City; or (iv) the information is subpoenaed by court order or other legal process. But in such event the Company shall notify the City and the City, in its sole discretion, may seek to quash such demand.

(c) The obligations of confidentiality shall survive the termination of this Contract.

E-19 Marketing Restrictions [CAO-7/24/08]

The Company may not publish or sell any information from or about this Contract without the prior written consent of the City. This restriction does not apply to the use of the City's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Company or its services.

E-20 Limitation of Funding [CAO-7/24/08]

The City reserves the right to reduce estimated or actual quantities in whatever amount necessary without prejudice or liability to the City if funding is not available, or if legal restrictions are placed on the expenditure of monies for the services required under this Contract.

E-21 Changes – Fixed-Price Services [CAO-7/24/08]

(a) The City may at any time, by written order, make changes within the general scope of this Contract in any one or more of the following: (i) description of services to be performed; (ii) time of performance (i.e., hours of the day, days of the week, etc.), (iii) place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, the City shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the Contract.

(c) The Company must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order; however, if the City decides that the facts justify, the City may receive and act upon a proposal submitted before final payment of the Contract.

(d) If the Company's proposal includes the cost of property made obsolete or excess by the change, the City shall have the right to prescribe the manner of disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under Paragraph E-1 (Disputes); however, nothing in this clause shall excuse the Company from proceeding with the Contract as changed.

The Company shall provide current, complete, and accurate documentation to the City in support of any request for equitable adjustment. Failure to provide adequate documentation within a reasonable time after a request from the City will be deemed a waiver of the Company's right to dispute the equitable adjustment proposed by the City, where such equitable adjustment has a reasonable basis at the time it is determined by the City.

E-22 Counterpart Signatures [CAO-9/24/08]

This Contract may be executed in counterparts. All such counterparts will constitute the same contract, and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and, upon receipt, will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

SECTION F – List of Attachments/Exhibits

The following attachments are hereby incorporated into this contract:

Identifier	Title/Text Reference	Pages
Attachment 1	Certificate – Disclosure of Ownership/Principals [Paragraph E-16(c)]	2
Attachment 2	Project Schedule [Paragraph B-5]	1

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 5-2-10
Deputy City Attorney Date

MANAGEMENT PARTNERS, INC.

GERALD NEWFARMER, President and CEO

"Company"

ATTACHMENT 1 - CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract.

3. Instructions

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This Certificate shall be incorporated into the resulting contract, if any, between the City and the Contracting entity. Upon execution of such contract, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract, and/or a withholding of payments due the Contracting Entity.

Block 1 Contracting Entity	Block 2 Description
Management Partners, Inc.	Subject Matter of Contract/
Name Mr. Gerald E. Newfarmer, President	SERVICE SHARING AND GOVERNMENT
Address 2107 N. First Street, Suite 407, San Jose, CA 95131	EFFICIENCY STUDY
Telephone 408-437-5400	
EIN or DUNS 31-1407585	RFP# 110017-PH

Block 3 Type of Business
☐ Individual ☐ Partnership ☐ Limited Liability Company **X** Corporation ☐ Trust ☐ Other:

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 Disclosure of Ownership and Principals
In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Gerald E. Newfarmer	2107 N. First Street, Suite 470 San Jose, CA 95131	408-437-5400
2.	Andrew S. Belknap	2107 N. First Street, Suite 470 San Jose, CA 95131	408-437-5400
3.	Amy Cohen Paul	2107 N. First Street, Suite 470 San Jose, CA 95131	408-437-5400
4.			
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The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Ownership/Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: _____

Block 5 Disclosure of Ownership and Principals – **Alternate**

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

_____
Name

8-3-2010
Date

Subscribed and sworn to before me this 3rd day of September, 2010

Jeri L. Beckstedt
Notary Public

NOTARY PUBLIC STATE OF OHIO

JERI L. BECKSTEDT
Notary Public, State of Ohio
My Commission Expires
April 15, 2012

Schedule

	Service Sharing and Government Efficiency Report City of Las Vegas / North Las Vegas	Start	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
		10/6	10/13	10/20	10/27	11/3	11/10	11/17	11/24	12/1	12/8	12/15	12/22	12/29	1/5	1/12	1/19	1/26
	Activity 1: Start Project																	
1.1	Prepare for kickoff																	
1.2	Kickoff meeting																	
1.3	Modify scope and schedule as necessary																	
1.4	Document request																	
	Activity 2: Survey Opportunities for Sharing	10/6	10/13	10/20	10/27	11/3	11/10	11/17	11/24	12/1	12/8	12/15	12/22	12/29	1/5	1/12	1/19	1/26
2.1	Interviews																	
2.2	Develop Inventory																	
2.3	Review CBAs																	
2.4	Prepare initial matrix																	
2.5	Meet with Steering Committee																	
	Activity 3: Build and Populate Model to Provide for Evaluation of Options Identified in Activity 2	10/6	10/13	10/20	10/27	11/3	11/10	11/17	11/24	12/1	12/8	12/15	12/22	12/29	1/5	1/12	1/19	1/26
3.1	Develop evaluative criteria																	
3.2	Develop and populate model																	
3.3	Evaluate ideas against evaluative criteria																	
3.4	Review results and modify model as necessary																	
3.5	Develop difficulty / payoff evaluations																	
3.6	Build quad matrixes to foster discussion																	
3.7	Meet with Steering Committee to determine priorities																	
	Activity 4: Analyze Services Identified in Activity 3 as Having Strong Potential for Service Sharing	10/6	10/13	10/20	10/27	11/3	11/10	11/17	11/24	12/1	12/8	12/15	12/22	12/29	1/5	1/12	1/19	1/26
4.1	Develop analysis plan for each option																	
4.2	Execute analysis plan																	
4.3	Do cost benefit analysis for each option																	
4.4	Document implementation issues for each optiona																	
4.5	Provide status report to Steering Committee																	
	Activity 5: Report Results	10/6	10/13	10/20	10/27	11/3	11/10	11/17	11/24	12/1	12/8	12/15	12/22	12/29	1/5	1/12	1/19	1/26
5.1	Draft Report																	
5.2	Final Report																	
5.3	Presentations																	
	Activity 6:	10/6	10/13	10/20	10/27	11/3	11/10	11/17	11/24	12/1	12/8	12/15	12/22	12/29	1/5	1/12	1/19	1/26
6.1	Support Implementation																	

ATTACHMENT 1 - CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract.

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Date of Attached Document: _____ Number of Pages: _____

I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

Gerald E. Newfarmer
Name

9-3-2010
Date

Subscribed and sworn to before me this 3rd day of September, 2010

Jeri L. Beckstedt
Notary Public

NOTARY PUBLIC STATE OF OHIO

JERI L. BECKSTEDT
Notary Public, State of Ohio
My Commission Expires
April 15, 2012

City of Las Vegas Agenda Item No.: **41.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 6, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of award of Contract No. 100234-TF, Detention Center Privatization Study - Office of Administrative Services - Award recommended to: MGT OF AMERICA, INC. ($106,289 - General Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $106,289
Funding Source: General Fund
Dept./Division: Office of Administrative Services

PURPOSE/BACKGROUND:
This contract provides an analysis of the feasibility and advisability of privatizing some or all functions associated with the City of Las Vegas Detention Center. MGT of America was selected through a competitive Request for Proposals process.

PCC: P. Hoffman
POC: Karl Becker - (217) 414-9895

RECOMMENDATION:
That City Council approve award of Contract No. 100234-TF, Detention Center Privatization Study to MGT of America, Inc. in the amount of $106,289. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Contract No. 100234-TF
2. Certificate - Disclosure of Ownership/Principals

CONTRACT FOR CONSULTANT SERVICES FOR THE DETENTION CENTER PRIVATIZATION STUDY

THIS CONTRACT is being entered into this _____ day of _____, 2010, by and between the CITY OF LAS VEGAS (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 400 Stewart Avenue, Las Vegas, Nevada 89101, and MGT OF AMERICA, INC. (hereinafter the "Company") a corporation having its principal office located at 502 East 11th Street, Suite 300, Austin, Texas 78701.

SECTION A – Contract Form

The subject matter of this Contract is the study of the advisability and feasibility of the privatization of some or all functions associated with the City of Las Vegas Detention Center.

SECTION B – Basic Terms

B-1 Definitions

The following definitions apply to this Contract:

(a) *"Award Date"* means the date that a Contract becomes effective. It is the date that is entered into the first paragraph of a Contract upon execution by an authorized representative of the City.

(b) *"City"* means the City of Las Vegas.

(c) *"City Council"* means the governing body of the City of Las Vegas.

(d) *"Company"* means the individual, partnership, or corporation responsible for the performance of services under this Contract.

(e) *"Company Representative"* means the individual authorized to act on behalf of the Company regarding routine matters arising under or relating to this Contract.

(f) *"Contract"* means this document, consisting of Sections A through F, which is binding and effective only upon execution by the City and the Company.

(g) *"Deliverable"* means any report, software, hardware, data, documentation, or other tangible item that the Company is required to provide to the City under the terms of this Contract.

(h) *"Non-exclusive Contract"* means a Contract under which the City agrees to obtain some, but not necessarily all, of the City's requirements for a particular service.

(i) *"Project Manager"* means the City representative who is responsible for the coordination of Contract performance between the City and the Company.

B-2 Contract Type

The Contract type is firm fixed price. This is a Non-Exclusive Contract.

B-3 Prices/Costs

(a) The total Contract amount shall not exceed $106,289.

(b) Professional Services. The Company will invoice the City monthly for services completed the previous month. Total professional services charged shall not exceed $92,800.00. Labor hours shall be charged at the following rates:

Karl Becker	$245 per hour
Ken McGinnis	$245 per hour
Suzanne Bradford	$185 per hour
Tom Roth	$185 per hour
Loy Hays	$125 per hour
Glenn Like	$135 per hour

(c) Reimbursable Travel Expenses. If travel is required in the performance of services under this Contract, reasonable travel expenses will be paid when services are performed in Las Vegas. Reimbursement is subject to certain limitations. The City will reimburse airfare up to the cost of a coach fare, with 7-day advance purchase. Reimbursement for all other expenses including, but not limited to, lodging, meals, transportation, rental cars, parking, and incidental expenses, will be paid at a per diem rate of $180.00 per day. This per diem rate will start concurrently with the first day of work performed on site at the City and end with the last day of scheduled on site work at the City. The Company must complete a minimum of six (6) hours of work for every day a per diem is paid. Company shall coordinate all travel in advance with the City's Project Manager. The City will not reimburse personal entertainment expenses, alcoholic beverages, travel expenses for family members, use of health facilities (unless included in the basic price of hotel accommodations), movies in a hotel, or other non-business related costs. The City's Project Manager must approve any deviations to these procedures. Travel expenses shall not exceed $12,560.

(d) Miscellaneous Reimbursable Expenses. The City may reimburse up to a total of $929 in miscellaneous expenses. These expenses may include shipping costs, reproduction and graphics costs. Invoices for Miscellaneous Reimbursable Expenses shall be accompanied by a copy of the receipts for those expenses.

B-4 Invoices

(a) The Company shall submit an invoice to the City in accordance with the payment schedule set forth in Paragraph B-3 (Prices/Costs) above. All invoices should identify the following items:

(i) the date of the invoice;
(ii) the Contract Item against which charges are made;
(iii) performance dates covered;
(iv) the associated purchase order number;
(v) receipts for Reimbursable Expenses/Travel Expenses; and

Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Company will be made in full within 30 calendar days. **Invoices received without a valid purchase order number will be returned unpaid.** The Company shall submit an original invoice to:

Department of Finance and Business Services
ATTN: Accounts Payable
City of Las Vegas
400 Stewart Ave.
Las Vegas, NV 89101 – 2986

(b) A representative of the Company shall sign and certify the invoice in the following manner: "I hereby certify, under penalty of perjury, that the above invoice is just and correct and that reimbursement for such expenses listed on this invoice has not been previously received from the City of Las Vegas nor any other source."

(c) The Company shall forward a copy of the invoice to the City's Project Manager identified in Paragraph D-2 (Project Manager/Company Representative).

B-5 Performance Period/Delivery Schedule

(a) The performance period commences from Award Date and continues through the completion of services provided, on January 5, 2011.

SECTION C – Statement of Work

C-1 Scope of Services

Task 1.0: Initiate Operational Assessment with City of Las Vegas Staff

Objectives:

- Obtain a detailed understanding of the administration and operation of the Las Vegas Detention Center.
- Develop an understanding of issues, policies, or plans that may affect operational cost and efficiency.
- Establish a mutually agreed upon detailed project work plan, timelines, deliverables, and monitoring procedures that will result in a successful study.

Work Activities:

1.1 Meet with the Project Manager to establish working relationships, determine communication lines, finalize contractual arrangements, and make logistical arrangements for the study.
1.2 Review the work plan and timelines with the Project Manager, including
- On-site visits and interviews;
- Milestones and deliverables; and
- Monitoring procedures.

1.3 Revise the work plan as needed to meet project objectives.
1.4 Schedule project updates.

Task 2.0: Collect and Assess Required Data

Objectives:

- Collect and review any existing studies, audits, reports and databases relevant to the operation of the Detention Center.
- Develop data collection template for assessment and review.
- Review and organize data in support of assessment activities.

Work Activities:

2.1 Collect any information, reports, and background materials relevant to the project. Determine the availability of the following data:
- recent audits, auditor's management letters and internal audit management reports;
- previous and current management and staffing studies;
- current and prior year budget and detailed expenditure data;
- operational performance reports;
- service contracts and contract monitoring documentation;
- current staffing levels and authorized positions;
- policies and procedures;
- facility activity schedules;
- average daily population and capacity numbers for the last twelve months;
- current master roster;
- daily rosters for all shifts for a one-month period;
- daily staffing recapitulations for the last month;
- staffing cost data, including regular salaries by program and function, overtime, and other associated expenses;
- current deployment methodology and staff allocation including work schedules rotation plans, relief factors calculations and leave data;
- detailed descriptions of the facility's physical plant, including layouts and any schematics including all correctional facilities;
- policies, procedures, SOP manuals, general orders rules and regulations and union agreements that are applicable to all facility operations and might be relevant to the study; and
- transportation logs, including location, length of trip, and number of escorting officers.

2.2 Develop data collection forms and reporting format for operational assessment.
2.3 Review and organize collected data to support assessment activities.

Task 3.0: Review Operational Policies and Procedures

Objectives:

- Assess impact of management policies and practices upon operational and staffing requirements.
- Identify factors external to the facility that impact operational and staffing requirements.
- Review operational management reporting capabilities.

Work Activities:

3.1 Interview system command staff to identify current operational issues and staff management practices.
3.2 Review roster management, security, and other operational policies, forms, or procedures used in managing facility operations.
3.3 Assess policy development, review, and management control systems.
3.4 Assess content and form of facility management policies and practices relative to generally accepted correctional management standards and "best practice".

3.5 Assess operational practice issues related to compliance with state guidelines, applicable constitutional standards, accreditation requirements, as well as facility policies and procedures.
3.6 Review administrative structure, span of control, and lines of management direction and communication.
3.7 Identify strengths and weaknesses of current Detention Center policies and management systems.

Task 4.0: Conduct Staffing Analysis

Objectives:
- Develop an understanding of facility staff deployment.
- Capture critical workload and policy issues driving staff deployment patterns.
- Perform preliminary analyses of workload and staffing information.

Work Activities:
4.1 Review current staffing information and human resource allocation methods for each unit and shift included in the staffing study.
4.2 Identify all operational and support units for which a staffing analysis will be conducted and gain an understanding of their primary purpose and main functions.
4.3 Capture standard and typical information that would serve as the basis for the staffing analysis and matrix, including:
- number of authorized positions;
- number of filled positions;
- number of officers and sworn staff and positions held;
- number of civilian staff and positions held;
- number of supervisory staff and positions held; and
- deployment and key personnel allocation strategies.

4.4 Review each staffing post or job assignment on each shift in relation to the function served, workload, coverage requirements, and operational/program need.
4.5 Assess current and alternative shift structures, specifically examining the resource requirements and operational impacts associated with each alternative.
4.6 Assess staffing needs by shift, function, program, and organizational unit, taking into account daily activity schedules, break times and relief requirements, potential efficiencies achieved through the use of technology, and requirements for use of sworn vs. civilian staffing.
4.7 Identify strengths/weaknesses of current Detention Center staff deployment and management systems.

Task 5.0: Review Staff Training Program

Objectives:
- Analyze and evaluate the effectiveness and cost of staff training programs.
- Assess the methods and content of staff training.

Work Activities:
5.1 Review current staff training requirements, curriculum and scheduling.
5.2 Assess impact on facility staffing requirements.
5.3 Review training costs.
5.4 Identify issues with staff training, and to the extent indicated, review alternative systems for delivery of staff training.

Task 6.0: Conduct Operational Review

Objectives:
- Assess Detention Center operational performance.
- Determine cost-effectiveness of current operations.
- Identify opportunities for performance improvement.

Work Activities:
6.1 Conduct assessment of operational practices, including facility security, programs, and support services.
6.2 Review facility performance data, identifying strengths and weaknesses, as well as opportunities for improvement.
6.3 Assess factors driving operational costs and spending patterns.
6.4 Identify policies and practices needed to effectively maintain the facility physical plant.
6.5 Identify opportunities for potential cost-savings, and/or identify areas that may be underfunded.

6.6 Develop recommendations for changes in administrative policies, operational practices, and staff deployment to improve operational performance and achieve more cost-effective use of available resources.

Task 7.0: Review Contract Management Systems

Objectives:
- Assess adequacy of current service contract management.
- Identify opportunities for cost savings and improved contract management.

Work Activities:
7.1 Conduct detailed analyses of purchasing policies and procedures, contracting patterns, purchasing levels and types of purchases requiring administrative approval, vendor lists, award of contracts, shared or cooperative purchasing arrangements, bidding processes, and use of technology to support the purchasing function.
7.2 Assess whether there are goods or services that can be obtained from the private sector at a lower cost, higher quality, or both.
7.3 Review contract monitoring systems to assess the adequacy of provisions to assure vendor accountability.
7.4 Review the cost-effectiveness of current contracts.
7.5 Develop recommendations to contract support of Center operations.
7.6 Review inventory management and controls, identifying practices that fail to adequately control inventory or fail to maintain appropriate inventory levels in a cost-effective manner.

Task 8.0: Conduct Benchmark Review

Objectives:
- Identify peer agencies for comparative research and analysis (i.e., benchmarking).
- Determine preliminary areas to be covered by benchmarking research and analysis.
- Gather information from peer agencies.
- Conduct analysis of peer data.

Work Activities:
8.1 Develop a preliminary list of peer facilities. Among the factors to be considered will be:
  - Comparable community size and demographics;
  - Comparable agency size and complexity of operations; and
  - Comparable budget of department.

8.2 Identify key operational, administrative and cost areas where peer comparisons are appropriate, including but not limited to staffing levels, per capita operational costs, health services, dietary services, use of badge staff vs. civilians, management span of control, overtime control, personnel management ratio and other appropriate comparative data.
8.3 Determine whether data exists to ensure that peer comparisons for identified functions are possible.
8.4 Where data do not exist, request that data be collected for the purpose of developing a database for staffing analysis and peer comparisons.
8.5 Obtain high level assistance regarding signatures for written requests for information from peer agencies.
8.6 Develop a list of questions that will generate meaningful comparative information.
8.7 Submit comparative peer agency questions to the Project Manager for review.
8.8 Make appropriate modifications to the set of questions designed to capture comparative peer agency information.
8.9 Conduct survey with peer agencies.
8.10 Compile data received from peer agency surveys.
8.11 Verify completeness, validity and reliability of data.
8.12 Analyze data, comparing survey results with comparable Las Vegas data.
8.13 Develop findings based on peer review analysis, focusing upon the areas of significant variance between Las Vegas and peer jurisdictions.

Task 9.0: Assess Current Detention Center Physical Plant

Objectives:
- Assess current condition of Detention Center physical plant.
- Identify deficiencies or needs associated with current facilities.

Work Activities:

9.1 Develop protocol for physical plant inspection of facilities. The protocol will address the following:
- age, condition, and adequacy of major facility or building systems,
- significant public health, life, and safety issues,
- physical security systems,
- ongoing repair and maintenance needs,
- long-term renovation/rehabilitation work required to assure continued use,
- suitability for efficient operation,
- access to communications and information technology, and
- adequacy of utility infrastructure systems.

9.2 Conduct on-site physical plant evaluation.

9.3 Review data and finalize a needs assessment and inventory for current facilities.

Task 10.0: Develop a Cost Benefit Analysis of Potential Privatization of the Detention Center

Objectives:
- Compare the costs and benefits of government management of the detention system with potential privatization of the facility.
- Examine the short and long-term cost and operational impacts.

Work Activities:

10.1 Establish projected baseline costs for current Detention Center operations.

10.2 Identify additional costs that may be incurred by the City attributable to privatization.

10.3 Identify operating costs that may be avoided by privatization of the Detention Center.

10.4 Identify support and administrative cost impacts to the City of privatization.

10.5 Identify operational impacts that may be associated with privatization.

10.6 Develop a matrix that presents annual costs and benefits for each alternative for a ten-year period.

10.7 Establish a discount rate for use in the analysis to obtain the present value of projected out-year costs and benefits.

10.8 Conduct a comparative analysis of each alternative that assesses overall costs/benefits as well as the specific factors that have the greatest impact upon each alternative's costs/benefits.

Task 11.0: Prepare Draft and Final Reports

Objective:
- Using the analysis produced from all of the previous tasks, identify measures to improve the effectiveness and cost-efficiency of the Detention Center.

Work Activities:

11.1 Combine the analysis and findings of the study team into a single report on Detention Center operations. The report will highlight current Detention Center operational needs, as well as strengths.

11.2 Based on the consolidated findings, develop recommendations that address operational needs. Develop estimates of costs and/or savings from the implementation of the recommendations.

11.3 Prepare a comprehensive draft report. The report will include, but not be limited to:
- methodology used;
- explanation of documented findings;
- results of analysis, including narrative and quantitative information; and
- operational savings/costs resulting from recommendations.

11.4 Submit a draft report for review. Meet with the Project Manager to review draft report and verify the accuracy of the findings.

11.5 Based on the written comments on the draft reports, make appropriate revisions and prepare a final report.

11.6 Present final reports, as arranged by the Project Manager.

Deliverables:
- Draft report
- Final report
- Oral presentation

SECTION D – Special Clauses

D-1 Legal Notice [CAO-7/24/08]

(a) All legal notices required pursuant to the terms and conditions of this Contract shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Contract shall be deemed to have been given when:

(i) received by the party to whom it is directed by hand delivery or personal service, or
(ii) transmitted by facsimile with confirmation of transmission, or
(iii) sent by U.S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY:
City of Las Vegas
Manager, Purchasing and Contracts
City Hall, First Floor
400 Stewart Avenue
Las Vegas, Nevada 89101-2986
Fax: (702) 384-9964

FOR THE COMPANY:
MGT of America, Inc.
Mr. Bob Lauder, Senior Partner
502 East 11th Street, Suite 300
Austin, Texas 78701
Fax: (512) 476-4699

(b) The parties shall provide written notification of any change in the information stated above.

(c) An original signed copy, via U. S. Mail, shall follow facsimile transmissions.

(d) For the purposes of this Contract, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Contract.

(e) Routine correspondence should be directed to the Project Manager or the Company Representative, as appropriate.

D-2 Project Manager/Company Representative [CAO-7/24/08]

(a) The City designates Orlando Sanchez as the Project Manager for this Contract. The City will provide written notice to the Company should there be a subsequent Project Manager change. The Project Manager will be the Company's principal point of contact at the City regarding any matters relating to this Contract, will provide all general direction to the Company regarding Contract performance, and will provide guidance regarding the City's goals and policies. The Project Manager is not authorized to waive or modify any material scope of work changes or terms of the Contract.

(b) The Company designates Bob Lauder as the Company Representative for this Contract. The Company will provide written notice to the City should there be a subsequent Company Representative change. The City has the right to assume that the Company Representative has full authority to act for the Company on all matters arising under or relating to this Contract.

D-3 Warranty – Services [CAO-7/24/08]

The Company warrants that services shall be performed in full conformity with this Contract, with the professional skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with accepted industry practice. In the event of a breach of this warranty or in the event of non-performance or failure of the Company to perform the services in accordance with this Contract, the Company shall, at no cost to the City, re-perform or perform the services so that the services conform to the warranty.

D-4 Intellectual Property Rights [CAO-7/24/08]

All deliverables produced under this Contract, as well as all data, notes, and documentation collected on behalf of the City, are exclusively the property of the City.

D-5 Licenses/Registrations [CAO-7/24/08]

During the entire performance period of this Contract, the Company shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Contract, including maintaining an active City of Las Vegas business license.

D-6 Order of Precedence [CAO-7/24/08]

In the event of a conflict between specific language set forth in Sections B through E of this Contract and any Attachment set forth in Section F, the specific language in Sections B through E shall prevail. Any exception to this order of precedence will be addressed through specific language elsewhere in Sections B through E.

SECTION E – General Clauses

E-1 Disputes [CAO-7/25/08]

(a) For each claim or dispute arising between the parties under this Contract, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, the City is granted the right, regardless of which party is asserting the claim or dispute, to determine between arbitration or litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. For any and all claims or disputes asserted by the Company, the Company shall notify the City of its intent to proceed further with the claim or dispute and, in response thereto, the City shall notify the Company as to its selected forum for resolution. For any and all claims or disputes asserted by the City, the City shall notify the Company in the notice of its intent to proceed with further resolution whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.

(b) If arbitration is selected by the City as the forum for further resolution, the claim or dispute shall be filed with the Nevada Arbitration Association or the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim or dispute.

(c) The laws of the State of Nevada shall govern this Contract, and the venue for purposes of such litigation or arbitration shall be in the City.

E-2 Notice of Delay [CAO-7/24/08]

(a) Should the timely performance of this Contract be jeopardized by the non-availability of City provided personnel, data, or equipment, the Company immediately shall notify the City in writing of the facts and circumstances that are contributing to such delay. Upon receipt of this notification, the City will advise the Company in writing of the action which will be taken to remedy the situation.

(b) The Company shall advise the City in writing of an impending failure to meet established milestones or delivery dates based on the Company's failure to perform. Notice shall be provided as soon as the Company is aware of the situation; however, such notice shall not relieve the Company from any existing obligations regarding performance or delivery.

E-3 Termination for Convenience [CAO-7/24/08]

The City shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the City to the Company specifying the extent and effective date of termination. On the effective date of termination, Company shall terminate all work and take all reasonable actions to mitigate expenses. Company shall submit a written request for incurred costs for services performed through date of termination, and shall provide any substantiating documentation requested by the City. In the event of termination, City agrees to pay the Company within 30 days after receipt of a correct, adequately documented written request. The City's sole liability under this Paragraph is for payment of costs for services requested by the City and actually performed by the Company.

E-4 Termination for Default [CAO-11/9/09]

(a) The City may, by written notice of default to the Company, terminate this Contract in whole or in part if the Company fails to:

(i) Perform the services under Section C, including, if applicable, delivering any required software, goods, or documentation within the time specified in this Contract or any extension;
(ii) Make progress, so as to endanger performance of this Contract; or
(iii) Perform any of the other provisions of this Contract.

(b) The City's right to terminate this Contract under (a)(ii) and (a)(iii) above, may be exercised if the Company does not cure such failure within ten calendar days (or more if authorized by the City) after notice, specifying the failure, is provided pursuant to the Paragraph D-1 (Legal Notice) of this Contract.

(c) If the City terminates this Contract for default in whole or in part, it may acquire, under reasonable terms and in a manner the City considers appropriate, services or goods similar to those terminated, and the Company shall be liable to the City for any excess costs for those services or goods. However, the Company shall continue any work not terminated.

(d) The Company shall not be liable for any excess costs if the failure to perform arises from circumstances beyond the control and without the fault or negligence of the Company. These circumstances are limited to such causes as (1) acts of God or of the public enemy, (2) acts of governmental bodies, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) labor strikes, (8) freight embargoes, or (9) unusually severe weather. The time of performance of the Company's obligations under this Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed 60 days. If the foregoing circumstances result in a delay greater than 60 days, the City may terminate the affected portion of the Contract pursuant to the terms of Paragraph E-3 (Termination for Convenience).

(e) Either party may terminate this Contract, in whole or in part, if the other party becomes insolvent or bankrupt or makes an assignment for the benefit or creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof.

(f) The City retains the right to terminate for default immediately should the Company fail to maintain the required levels of insurance, fail to comply with applicable local, state, and Federal statutes governing performance of these services, or fail to comply with statutes involving health or safety.

(g) In the event that the City fails to perform any of its obligations required under this Contract, and the City does not remedy the failure after notice thereof is provided to the City by the Company pursuant to Paragraph D-1 (Legal Notice) above, the Company shall have the right to treat the failure as a claim or dispute subject to the resolution provisions of E-1 (Disputes) of this Contract. During the period of such resolution, the Company shall continue with its performance under the Contract.

E-5 Insurance:[CAO-1/12/09]

(a) The Company shall procure and maintain, at its own expense, during the entire term of the Contract, the following coverage(s):

(i) Industrial/Workers' Compensation Insurance protecting the Company and the City from potential Company employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive.
(ii) Commercial General Liability Insurance (bodily injury, property damage) with respect to the Company's agents assigned to the activities performed under this Contract in a policy limit of not less than $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate, for bodily injury (including death), personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form.
(iii) Professional Liability Insurance of limits not less than $1,000,000, combined single limit and in the aggregate. If coverage is on a "claims made" basis, then it must continue for a period of two years beyond the completion or termination of this Contract. Any retroactive coverage must coincide with or predate the beginning of this Contract and may not be changed without the consent of the City.

(b) Company must provide required insurance documentation to Insurance Tracking Services (ITS) immediately upon notification of selection. Award is conditional on verification by ITS that all insurance requirements have been met. All policy certificates and endorsements are required to be issued by an agent authorized by that insurer and licensed by the State of Nevada. All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number and the Contract description. The Company shall maintain coverage for the duration of this Contract, and any renewal periods if applicable. The Company shall annually provide ITS with a certificate of insurance as evidence that all insurance requirements have been met. The Company or insurance carrier shall provide the City with a 30 day advance notice of policy modification, cancellation or erosion of insurance limits, sent by certified mail "return receipt requested".

Submit certificates of insurance to:

City of Las Vegas
C/O Insurance Tracking Services, Inc. (ITS)
P.O. Box 21919
Long Beach, CA 90801

Account Manager: Michael Palacios
Phone: (888) 435-2955 ext. 503
Fax: 562-435-2999
Email: michael.palacios@instracking.com

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section E-5 shall be provided to the City if so requested.

(c) The City, its officers and employees shall be named as additional insureds and such notation shall appear on the certificate of insurance furnished by the Company's insurance carrier. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The City requires insurance carriers to maintain a Best's Key rating of A VII, or higher. The adequacy of the insurance supplied by the Company, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City.

(d) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed $25,000.00 without the prior written approval of the City.

(e) If the Company fails to carry the required insurance, the City may (i) order the Company to stop further performance hereunder, declare the Company in breach pursuant to Paragraph E-4 and terminate the Contract if the breach is not remedied, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Company, or charge the replacement insurance costs back to the Company.

(f) Any subcontractor approved by the City shall be required to procure, maintain and submit proof of insurance to the City of the same insurance requirements specified above, and as required in this paragraph.

(g) The Company is encouraged to purchase any additional insurance it deems necessary.

(h) The Company is required to remedy all injuries to persons and damage or loss to any property of the City, caused in whole or in part by the Company, its subcontractors or anyone employed, directed or supervised by the Company.

(i) The policies required in E-5 (a) i-ii shall have a Waiver of Subrogation provision endorsement in favor of the City of Las Vegas.

E-6 Indemnification [CAO-7/24/08]

(a) In addition to the insurance requirements set forth in Paragraph E-5 (Insurance), the Company shall protect, indemnify and hold harmless the City, its officers, employees, agents, and consultants (collectively herein the "City") from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City as a result of, by reason of, or as a consequence of, any act or omission, negligent or otherwise, on the part of the Company, its officers,

employees, or agents in the performance of the terms, conditions and covenants of this Contract, regardless of whether the Liabilities were caused in part by the City.

(b) If a third party claim against the City for negligent performance by the Company is within the limits of its liability insurance, and the insurance company has accepted the City's tender of defense, then the City will pay the Company what is due and owing to them within the payment method specified in this Contract. However, if the claim is greater than the coverage amount the City, for its protection, may retain any money due and owing the Company under this Contract until the claim has been resolved.

(c) It is expressly agreed that the Company shall defend the City against the Liabilities and, in the event that the Company fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Company.

E-7 Assignment [CAO-7/24/08]

Neither party may assign their rights nor delegate their duties under this Contract without the written consent of the other party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Contract.

E-8 Waiver [CAO-7/24/08]

Waiver of any terms of this Contract shall not be valid unless it is in writing signed by each party. The failure of the City to enforce any of the provisions of this Contract, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Contract, or to affect the right of the City to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract.

E-9 Taxes/Compliance with Laws [CAO-7/24/08]

(a) The City is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The Company shall pay all taxes, levies, duties and assessments of every nature and kind which may be applicable to any work under this Contract. The Company shall make any and all payroll deductions required by law. The Company agrees to indemnify and hold the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

(b) The Company, in the performance of the obligations of this Contract, shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Health and Safety Act, and all state and federal laws prohibiting or relating to discrimination by reason of race, sex, age, religion or national origin.

E-10 Audit of Records [CAO-8/5/08]

(a) The Company agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of three (3) years after completion of this Contract, except that books and records which are the subject of an audit finding shall be retained for three (3) years after such finding has been resolved. If the Company goes out of business, the Company shall forward the books and records to the City to be retained by the City for the period of time required herein.

(b) The City, or its designated representative(s), shall have the right to inspect and audit (including the right to copy or transcribe) the books and records of the Company pertaining to the performance of this Contract during normal business hours. The City will provide prior written notice to the Company of the audit and inspection. If the books and records are not located within Clark County, the Company agrees to deliver them to the City, or to an address designated by the City within Clark County. In lieu of such delivery, the Company may elect to reimburse the City for the cost of travel (including transportation, lodging, meals and other related expenses) to inspect and audit the books and records at the Company's office. If the books and records provided to the City are incomplete, the Company agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City for any additional costs associated therewith including, without limitation, having to revisit the Company's office. The Company's failure to remedy the deficiency shall constitute a material breach of this Agreement. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Paragraph

(c) If at any time during the term of this Contract or at any time after the expiration or termination of the Contract, the City or the City's designated representative(s) find the dollar liability is less than payments made by the City to the Company, the Company agrees that the difference shall be either: (a) repaid immediately by the Company to the City or (b) at the City's option, credited against any future billings due the Company.

E-11 Independent Contractor [CAO-7/24/08]

In the performance of services under this Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The Company shall be liable for the actions of any person, organization or corporation with which it subcontracts to fulfill this Contract. The City shall hold the Company as the sole responsible party for the performance of this Contract. The Company shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this contract or any subcontract awarded by the Company shall create a partnership, joint venture or agency with the City. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

E-12 Severability [CAO-7/24/08]

The invalidity, illegality, or unenforceability of any provision of this Contract, or the occurrence of any event rendering any portion or provision of this Contract void, shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void. The parties further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Contract from being void should a provision which is of the essence of this Contract be determined void.

E-13 Conforming Services [CAO-7/24/08]

The services performed under this Contract shall conform in all respects with the requirements set forth in this Contract. The Company shall furnish the City with sufficient data and information needed to determine if the services performed conform to all the requirements of this Contract.

E-14 Modification/Amendment [CAO-7/24/08]

This Contract shall not be modified or amended except by the express written agreement of the parties, signed by a duly authorized representative for each party. Any other attempt to modify or amend this Contract shall be null and void, and may not be relied upon by either party.

E-15 Entire Agreement, Section and Paragraph Headings [CAO-7/24/08]

(a) This Contract represents the entire and integrated agreement between the City and the Company. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract.

(b) The section and paragraph headings appearing in this Contract are inserted for the purpose of convenience and ready reference. They do not purport to define, limit or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

E-16 Conflict of Interest (City Officials) [CAO-7/24/08]

(a) An official of the City who is authorized on behalf of the City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Contract, payments under this Contract, or work under this Contract, shall not be directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with this Contract, shall become directly or indirectly interested personally in this Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Contract.

(b) Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the City relating to this Contract. Notwithstanding any other provision of this Contract, if such interest becomes known the City may immediately terminate this Contract for default or convenience, based on the culpability of the parties.

(c) The Company represents and warrants that it has, in accordance with the current policy of the City, disclosed the ownership and principals of the Company on Attachment 1 (Certificate – Disclosure of Ownership/Principals), and that it has a continuing obligation to update this disclosure whenever there is a material change in the information contained therein.

E-17 Public Records [CAO-7/24/08]

The City is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's Records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Contract, all supporting documents, and proposals submitted under the original Request for Proposal are deemed to be public records.

E-18 Confidentiality – City Information [CAO-7/24/08]

(a) All information including, but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. The Company shall not disclose this information, nor allow it to be disclosed, to any person or entity without the express prior written consent of the City. The Company shall have the right to use any such confidential information only for the purpose of providing services under this Contract, unless the express prior, written consent of the City is obtained. Upon request by the City the Company shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts.

(b) The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by the City, then in the public domain; (ii) the information is known to the Company prior to obtaining the same from the City; (iii) the information is obtained by the Company from a third party who did not receive the same directly or indirectly from the City; or (iv) the information is subpoenaed by court order or other legal process. But in such event the Company shall notify the City and the City, in its sole discretion, may seek to quash the demand.

(c) The obligations of confidentiality shall survive the termination of this Contract.

E-19 Marketing Restrictions [CAO-7/24/08]

The Company may not publish or sell any information from or about this Contract without the prior written consent of the City. This restriction does not apply to the use of the City's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Company or its services.

E-20 Limitation of Funding [CAO-7/24/08]

The City reserves the right to reduce estimated or actual quantities in whatever amount necessary without prejudice or liability to the City if funding is not available, or if legal restrictions are placed on the expenditure of monies for the services required under this Contract.

E-21 Changes – Fixed-Price Services [CAO-7/24/08]

(a) The City may at any time, by written order make changes within the general scope of this Contract in any one or more of the following:

(i) Description of services to be performed.
(ii) Time of performance (i.e., hours of the day, days of the week, etc.).
(iii) Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, the City shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the Contract.

(c) The Company must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order; however, if the City decides that the facts justify, the City may receive and act upon a proposal submitted before final payment of the Contract.

(d) If the Company's proposal includes the cost of property made obsolete or excess by the change, the City shall have the right to prescribe the manner of disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under Paragraph E-1 (Disputes); however, nothing in this clause shall excuse the Company from proceeding with the Contract as changed.

The Company shall provide current, complete, and accurate documentation to the City in support of any request for equitable adjustment. Failure to provide adequate documentation within a reasonable time after a request from the City will be deemed a waiver of the Company's right to dispute the equitable adjustment proposed by the City, where such equitable adjustment has a reasonable basis at the time it is determined by the City.

E-22 Counterpart Signatures [CAO-9/24/08]

This Contract may be executed in counterparts. All such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and, upon receipt, will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

SECTION F – List of Attachments/Exhibits

The following attachments are hereby incorporated into this contract:

Identifier	Title/Text Reference	Pages
Attachment 1	Certificate – Disclosure of Ownership/Principals [Paragraph E-16(c)]	2

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 8-7-10
Deputy City Attorney Date

MGT OF AMERICA, INC.

BOB LAUDER, Senior Partner

"Company"

ATTACHMENT 1 - CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company –the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

Block 1 Contracting Entity	Block 2 Description
MGT of America, Inc.	**Subject Matter of Contract/Agreement**
Name(Contact) **Karl Becker**	**Detention Center Privatization Study**
Address **502 East 11th Street, Suite 300 Austin, Texas 78701**	
Telephone **512-476-4697**	
EIN or DUNS **59-1576733**	**RFP# 100234-TF**

Block 3 **Type of Business**

☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation ☐ Trust ☐ Other:

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 **Disclosure of Ownership and Principals**

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	**See Attached List**		
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Ownership/Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 1

Block 5 **Disclosure of Ownership and Principals - Alternate**

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set for in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: **Not Applicable**

Date of Attached Document: _____ Number of Pages: _____

I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

Bob Lauder Bob Lauder
Name

September 13, 2010
Date

Subscribed and sworn to before me this 13 day of September, 2010

Florinda A. Gabriel
Notary Public

FLORINDA A. GABRIEL NOTARY PUBLIC STATE OF TEXAS EXPIRES 9-22-2014

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	WK & Jean Boutwell	2123 Centre Pointe Blvd Tallahassee, FL 32308	850-386-3191
2.	Brad Burgees	2001 P Street, Ste 200 Sacramento, CA 95811	916-443-3411
3.	JK & Flora Caruthers	2123 Centre Pointe Blvd Tallahassee, FL 32308	850-386-3191
4.	Jerome L. or Carol Ciesla	2123 Centre Pointe Blvd Tallahassee, FL 32308	850-386-3191
5.	Dodds Cromwell	711 Capitol Way S., Ste 608 Olympia, WA 98501	360-866-7303
6.	Edward Humble	711 Capitol Way S., Ste 608 Olympia, WA 98501	360-866-7303
7.	Stephen F. & Joyce L. Humphrey	2123 Centre Pointe Blvd Tallahassee, FL 32308	850-386-3191
8.	Tom P. and Linda L Jons	2123 Centre Pointe Blvd Tallahassee, FL 32308	850-386-3191
9.	Michelle Juarez	2123 Centre Pointe Blvd Tallahassee, FL 32308	850-386-3191
10.	Robert Lauder	502 E 11th Street, Ste 300 Austin, TX 78701	512-476-4697
11.	Mary McKeown-Moak	502 E 11th Street, Ste 300 Austin, TX 78701	512-476-4697
12.	Eric Parish	2001 P Street, Ste 200 Sacramento, CA 95811	916-443-3411
13.	Alan Pollock	502 E 11th Street, Ste 300 Austin, TX 78701	512-476-4697
14.	Raymond & Linda Thompson	2123 Centre Pointe Blvd Tallahassee, FL 32308	850-386-3191
15.	Brad Wilkes	2001 P Street, Ste 200 Sacramento, CA 95811	916-443-3411

ATTACHMENT 1 - CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

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"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company –the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

Block 1 Contracting Entity	Block 2 Description
MGT of America, Inc.	**Subject Matter of Contract/Agreement**
Name(Contact) **Karl Becker**	**Detention Center Privatization Study**
Address **502 East 11th Street, Suite 300 Austin, Texas 78701**	
Telephone **512-476-4697**	
EIN or DUNS **59-1576733**	**RFP# 100234-TF**

Block 3 **Type of Business**

☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation ☐ Trust ☐ Other:

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 **Disclosure of Ownership and Principals**

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	**See Attached List**		
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Ownership/Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 1

Block 5 **Disclosure of Ownership and Principals - Alternate**

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set for in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: **Not Applicable**

Date of Attached Document: _____ Number of Pages: _____

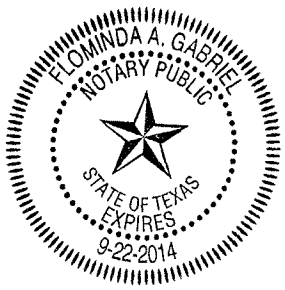
I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

Bob Lauder Bob Lauder
Name

September 13, 2010
Date

Subscribed and sworn to before me this 13 day of September, 2010

Florminda A. Gabriel
Notary Public



	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	WK & Jean Boutwell	2123 Centre Pointe Blvd Tallahassee, FL 32308	850-386-3191
2.	Brad Burgees	2001 P Street, Ste 200 Sacramento, CA 95811	916-443-3411
3.	JK & Flora Caruthers	2123 Centre Pointe Blvd Tallahassee, FL 32308	850-386-3191
4.	Jerome L. or Carol Ciesla	2123 Centre Pointe Blvd Tallahassee, FL 32308	850-386-3191
5.	Dodds Cromwell	711 Capitol Way S., Ste 608 Olympia, WA 98501	360-866-7303
6.	Edward Humble	711 Capitol Way S., Ste 608 Olympia, WA 98501	360-866-7303
7.	Stephen F. & Joyce L. Humphrey	2123 Centre Pointe Blvd Tallahassee, FL 32308	850-386-3191
8.	Tom P. and Linda L Jons	2123 Centre Pointe Blvd Tallahassee, FL 32308	850-386-3191
9.	Michelle Juarez	2123 Centre Pointe Blvd Tallahassee, FL 32308	850-386-3191
10.	Robert Lauder	502 E 11th Street, Ste 300 Austin, TX 78701	512-476-4697
11.	Mary McKeown-Moak	502 E 11th Street, Ste 300 Austin, TX 78701	512-476-4697
12.	Eric Parish	2001 P Street, Ste 200 Sacramento, CA 95811	916-443-3411
13.	Alan Pollock	502 E 11th Street, Ste 300 Austin, TX 78701	512-476-4697
14.	Raymond & Linda Thompson	2123 Centre Pointe Blvd Tallahassee, FL 32308	850-386-3191
15.	Brad Wilkes	2001 P Street, Ste 200 Sacramento, CA 95811	916-443-3411

City of Las Vegas Agenda Item No.: **42.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 6, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of award of Agreement No. 110055-TF, Prime Design Services Agreement for Main-Commerce One Way Couplet, Main Street from Las Vegas Boulevard to US 95 and Commerce Street from Oakey Boulevard to Gass Street - Department of Public Works - Award recommended to: C A GROUP, INC. ($1,720,111 - Sanitation Enterprise Fund and Road and Flood Capital Projects Fund) - Wards 3 and 5 (Reese and Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $1,720,111
Funding Source: Sanitation EF and Road and Flood CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
Consultant design services for this project include the design and preparation of contract drawings and special provisions for roadway and drainage improvements along Main Street from Las Vegas Boulevard to US 95 and Commerce Street from Oakey Boulevard to Gass Street.

PCC: T. Fernandez
POC: J. Caviola - (702) 685-5945

RECOMMENDATION:
That City Council approve Agreement No. 110055-TF, Prime Design Services Agreement for Main-Commerce One-Way Couplet to C A Group, Inc in the amount of $1,720,111. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Agreement No. 110055-TF
2. Certificate - Disclosure of Ownership/Principals

PRIME DESIGN SERVICES AGREEMENT
FOR
MAIN-COMMERCE ONE WAY COUPLET

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the **CITY OF LAS VEGAS**, a municipal corporation within the State of Nevada (herein the "City") whose address is **400 Stewart Avenue, Las Vegas, Nevada 89101**, and fax number is **(702) 382-3232**, and **CA GROUP**, (the "Consultant"), a **Corporation**, whose address is **2785 S. Rainbow Blvd., Las Vegas, NV 89146**, and fax number is **(702) 685-5947**.

WITNESSETH:

WHEREAS, the City intends to construct the **Main-Commerce** One Way Couplet (herein the "Project"); and

WHEREAS, the City desires to retain the Consultant who will be responsible for providing the professional services more fully described below and in the exhibits attached hereto; and

WHEREAS, the Consultant is properly licensed pursuant to NRS Chapter 623, 623A, or 625, whichever is legally required for the services to be provided within the State of Nevada, and if applicable to the Consultant's business organization, is in compliance with NRS 623.349 for architects, interior designers, and residential designers and NRS 623A.250 for landscape architects, which requires that control and no less than two-thirds ownership of the business organization or association be held by persons registered or licensed in the State of Nevada pursuant to NRS Chapters 623, 623A, or 625, and possesses the special knowledge, skills and expertise to perform the services hereinafter set forth within the time required under this Agreement.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree to the following terms, conditions and covenants set forth in Sections One through Ten hereof:

SECTION ONE
CONSULTANT RESPONSIBILITIES

1.01 ***Description of Consultant's Services.*** For the compensation set forth in Section Seven, the Consultant hereby agrees to perform the basic services set forth in the Scope of Services, **Exhibit "A"** attached hereto and incorporated herein as a part of this Agreement and, if so requested, the additional services set forth in the Additional Compensation, **Exhibit "E"** attached hereto and incorporated herein as a part of this Agreement and to provide the submittals described in the Required Submittals **Exhibit "B,"** attached hereto.

1.02 ***Performance Standards.*** In performing the services set forth in this Agreement, the Consultant shall follow the practices consistent with the generally accepted standards in the profession of the services being provided to the City pursuant to this Agreement.

1.03 ***Document Review.*** The Consultant shall be responsible for reviewing each document prepared by the Consultant and its subconsultants including, without limitation, the plans, drawings and specifications for the purpose of ensuring that such documents are technically sound, in conformance with applicable federal, state and local laws and other regulations, and do not violate or infringe upon any patent rights.

1.04 ***Waiver.*** The City's approval of any documents or services furnished by the Consultant shall not in any way relieve the Consultant of responsibility for the professional and technical accuracy of its documents or services. The City's review, approval, acceptance or payment for any of the Consultant's services shall not be construed to operate as a waiver of any rights enjoyed by the City under this Agreement or of any cause of action arising out of the performance of this Agreement. The Consultant shall remain liable for any damages to the City caused by the Consultant's negligent act or omission committed in the performance of this Agreement.

1.05 ***Designation of Consultant's Representative.*** The Consultant's representative is the individual identified in the Key Personnel List, **Exhibit "F"** attached hereto (the "Consultant Representative") to act in that capacity, who shall be responsible for the services required under this Agreement. The services specified by this Agreement shall be performed by the personnel identified in the Key Personnel List provided that such associates and employees perform under the personal supervision of the Consultant Representative.

If any person or subconsultant who is expected to provide any of the services required under this Agreement is objectionable to the City for any reason, the Consultant shall, without additional compensation, replace such person or subconsultant with someone acceptable to the City.

If the Consultant's personnel are unable to complete their responsibilities for any reason under this Agreement, or the Consultant desires for any reason to substitute personnel assigned to the Project, the Consultant agrees to obtain the approval of the City for the substitution. The City shall not unreasonably deny approval unless the City adjudges the substitution not be in the interest of the City or the Project.

If the Consultant fails to make an acceptable replacement within thirty (30) days, the City may terminate this Agreement for default as provided in Section 10.03 of this Agreement.

1.06 ***Correspondence Review.*** The Consultant shall furnish the City Representative copies of each correspondence, if any, sent to any regulatory agencies, for approval and review prior to mailing such correspondence.

1.07 ***Cooperation with the City.*** The Consultant agrees that its officers, associates, employees and subconsultants will cooperate with the City in providing the services under this Agreement and will be, with advance notice, available for consultation with the City at such reasonable times as to not conflict with the City's other responsibilities.

SECTION TWO
CITY RESPONSIBILITIES

2.01 ***City Representative.*** The Director of Public Works or his authorized representative identified in the Key Personnel List is hereby designated as the City's representative (the "City Representative") with respect to this Agreement. The City Representative shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the services of the Consultant. The City Representative is not authorized to change or waive any of the provisions set forth in Sections 1.01 through 10.24 of this Agreement.

2.02 ***Review of Consultant's Services and Documents.*** The services to be performed by the Consultant shall be subject to periodic review by the City Representative. To prevent an unreasonable delay in the Project, the City Representative will endeavor to examine and comment in writing on the documents furnished by the Consultant including, without limitation, the plans, drawings, specifications, test results, evaluations, and reports within twenty-one (21) days of receipt of such documents, unless the Contract provides for a different review time with respect to the document.

2.03 ***Access to Records.*** The City shall, without charge, furnish a copy to, or make available for examination or use by, the Consultant, as it may request, any documents and data which the City has available including, without limitation, reports, maps, plans, specifications, surveys, records, ordinances, codes, regulations, and other documents related to the services required under this Agreement. The City shall assist the Consultant in obtaining data and documents from public agencies and from private citizens and business firms whenever the City determines that such material is necessary for the completion of the services required by this Agreement.

2.04 ***Cooperation with Consultant.*** The City agrees that its officers and employees will cooperate with the Consultant in the performance of this Agreement and will be, with advance notice, available for consultation with the Consultant at such reasonable times as to not conflict with the Consultant's other responsibilities. The City shall provide access to the Consultant on to the Project site as may be required to perform the services under this Agreement.

SECTION THREE
CHANGES TO CONSULTANT'S SERVICES

3.01 ***Requested Changes.*** The City may at any time, by written order, make a change in the services to be performed by the Consultant under this Agreement.

3.02 ***Adjustment of Compensation.*** If the change requested by the City causes an increase or decrease in the cost or time required to perform any of the services required under this Agreement, an equitable adjustment shall be made in the compensation to be paid to the Consultant under Section Seven, or in the performance schedule under Section Eight, or both, and this Agreement shall be modified in writing accordingly. Each claim for adjustment under this Section must be asserted in writing within thirty (30) days from the date of receipt by the Consultant of written notification of the change, unless the City grants in writing an extension. Provided proper notice has been given to the City as required herein, the claim for an adjustment shall be handled pursuant to the provisions of 10.20B and 10.20C of this Agreement. The failure to provide notification of the claim within the time required herein shall constitute a waiver of the right to seek any equitable or legal adjustment in compensation with respect to that change.

SECTION FOUR
ADDITIONAL SERVICES OF CONSULTANT

4.01 ***Additional Services.*** The Consultant shall provide the additional services described in the Additional Compensation if, and only if, so requested in writing by the City. Payment for the additional services will be made to the Consultant in accordance with Section Seven of this Agreement.

4.02 ***Attendance at Meetings or Public Hearings.*** The Consultant shall notify the City in advance of any additional costs which may be incurred prior to attending any meetings or public hearings as may be necessary in connection with the services performed by the Consultant under this Agreement.

SECTION FIVE
SUBCONSULTANT AGREEMENT

5.01 ***Subconsultant Provisions.*** If, with the approval of the City as required pursuant to Section 10.07, the Consultant enters into an agreement with a subconsultant for the performance of any of its obligations under this Agreement, the Consultant agrees to include in each subconsultant agreement a provision that:

(i) the Consultant agrees to pay the subconsultant when paid by the City for that portion of the services provided to the City and that no liability arises on the part of the Consultant for payment of the subconsultant services until payment has been made by the City. If the City has paid the Consultant for the subconsultant services, the subconsultant's only recourse is against the Consultant and not against the City, either through the institution of legal or equitable action or the attachment of any lien,

(ii) the subconsultant shall have no more rights against the City than that of the Consultant,

(iii) the subconsultant agrees to be bound by the terms, conditions and obligation of this Agreement unless the City has approved any deviation, change or modification in writing, and

(iv) unless otherwise approved in writing by the City Representative, the subconsultant shall obtain and maintain professional liability insurance (Errors and Omissions coverage) in connection with the subconsultant services in an amount equal to that required of the Consultant in this Agreement.

SECTION SIX
TERM OF AGREEMENT

6.01 ***Term.*** This Agreement shall commence on the day it is approved by the City (which date shall be inserted in the introductory paragraph of this Agreement) and shall remain in force and effect until the Project is completed unless terminated earlier pursuant to Section 10.02 or 10.03 of this Agreement. Such termination shall not release either party from any of its continuing obligations under this Agreement.

6.02 ***Disputes.*** This Section shall not be construed to preclude the filing of any dispute arising out of the performance of this Agreement or in connection with the subject matter hereof, nor shall this Section be construed to change the date or the time on which a cause of action arising out of the performance of this Agreement or in connection with the subject matter hereof, would otherwise accrue under the statutes of limitation or doctrines of law.

SECTION SEVEN
COMPENSATION AND TERMS OF PAYMENT

7.01 ***Compensation: Basic Services.*** For the services to be performed by the Consultant under this Agreement and set forth in the Scope of Services, the City agrees to pay the Consultant the fee in the amount identified in the Fee Breakdown, **Exhibit "D"** attached hereto, pursuant to invoices submitted in accordance with Section 7.04 of this Agreement.

7.02 ***Compensation: Additional Services.*** For any services not set forth in the Scope of Services, the City shall pay to the Consultant either a lump sum fee, or an hourly fee based on the hourly labor rate schedule set forth in the Additional Compensation, whichever is agreed to by the parties, provided prior written approval for such services is given by the City Representative.

7.03 ***Compensation: Reimbursable Expenses.*** The Consultant agrees that all of its direct and indirect expenses are included in the fee for Basic Services and the agreed upon compensation for any Additional Services, except as may be specifically allowed for reimbursable expenses as part of the Additional Compensation.

7.04 ***Payment Invoicing.*** The Consultant may submit an invoice for payment for the services provided by the Consultant based on the manner or method of payment set forth in the Fee Breakdown. The City Representative will notify the Consultant of any problems regarding the invoice within fourteen (14) days from receipt thereof. If no response is received from the City Representative within the aforementioned period of time, the Consultant may expect payment within a period of (60) days from the date of receipt by the City. If payment has not been received within the sixty (60) days, the Consultant agrees to contact the City Representative to resolve the problem causing the delay. If resolution of the delay is not satisfactory to the Consultant, the Consultant may submit a claim pursuant to Section 10.20A of this Agreement.

7.05 ***Right to Off-Set.*** The City Representative may subtract or offset from any unpaid invoice from the Consultant any claims which the City may have for failure of the Consultant to comply with the terms, conditions or covenants of this Agreement, or any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the Consultant in the performance of the services under this Agreement including, without limitation, any error or deficiency in the report or other documents prepared by the Consultant. The City Representative shall provide a written statement to the Consultant of the off-set which has been subtracted from any payment to the Consultant along with appropriate documentation and receipts, if any, and a description of the failure, error or deficiency attributed to the Consultant. If the Consultant disputes the right or amount of the off-set made by the City, the Consultant may file a claim pursuant to Section 10.20 of this Agreement.

7.06 ***Final Payment.*** Upon completion of the services required under this Agreement, and acceptance thereof by the City (which acceptance will not be unreasonably withheld), the Consultant will, within sixty (60) days of the City's acceptance, be paid the balance of any money due for such services.

SECTION EIGHT
PERFORMANCE SCHEDULE

8.01 ***Performance Schedule.*** The Consultant shall perform and complete the services required under this Agreement according to the schedule (the "Performance Schedule") set forth in the Schedule of Performance, **Exhibit "C"** attached hereto. If the performance of services is delayed or submittals are not delivered in the time period as outlined in the Performance Schedule, the Consultant shall notify the City Representative in writing of the reasons for the delay and include a plan which brings the Consultant's performance into compliance with the Performance Schedule.

SECTION NINE
AUDIT: ACCESS TO RECORDS

9.01 ***Records.*** The City shall have the right to audit the Consultant's books, records and other documents directly pertinent to the performance of this Agreement. The Consultant agrees to maintain books, records and other documents directly pertinent to performance of this Agreement in accordance with generally accepted accounting principles and practices. The Consultant shall also maintain the financial information and data used to prepare or support the invoices submitted to the City. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards, procedures and guidelines of the City, or its designated representative. The City, or its duly authorized representatives, shall have access to such books, records, and documents for the purpose of inspection, audit and copying. The Consultant will provide proper facilities for such access and inspection.

9.02 ***Disclosure.*** The Consultant shall be afforded the opportunity for an audit entrance and exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report, and that the final audit report will include the written comments, if any, of the Consultant.

9.03 ***Period of Maintenance.*** The books, records and other documents under Sections 9.01 and 9.02 of this Agreement shall be maintained for three (3) years after the date of the final payment for the services under this Agreement. In addition, those records and other documents which relate to any arbitration, litigation or the settlement of any claim arising out of this Agreement, or to which an audit exception has been taken, shall be maintained and made available until three (3) years after the date that the arbitration, litigation or exception has been resolved.

9.04 ***Subcontract Provisions.*** The Consultant agrees to include Sections 9.01 through 9.03 of this Agreement in all its subcontracts directly related to performance of services specified in this Agreement which are in excess of $10,000.

SECTION TEN
MISCELLANEOUS PROVISIONS

10.01 ***Suspension.*** The City may suspend, without cause, the performance by the Consultant under this Agreement for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Consultant. The suspension shall be effective as of the date set forth in the written notice. With such suspension, the City agrees to pay to the Consultant the amount of compensation, based on percentage of completion of the Project, earned as of the effective date of suspension less all previous payments. The Consultant shall not provide any further services under this Agreement after the effective date of suspension until otherwise notified in writing by the City. In no event shall the City be liable to the Consultant for services in excess of the percentage of the Project completed at the time of suspension.

If, after notice to resume performance has been given by the City, the suspension was for a period in excess of ninety (90) days, which has resulted in an increase in the performance of the Agreement to the Consultant and:

(i) the Consultant was not a contributing cause for the suspension,
(ii) the Consultant has not received an equitable adjustment under another provision of this Agreement, and
(iii) the Consultant could not mitigate the increase in the performance cost,

then the Consultant's fee shall be reviewed by the City and, if justified, equitably adjusted to provide for any additional expenses resulting from the suspension.

10.02. ***Termination for Convenience.*** The City reserves the right to terminate this Agreement without cause or default on the part of the Consultant with ten (10) days' prior written notification to the Consultant served pursuant to Section 10.18 of this Agreement. In the event of termination, without cause or default, the City agrees to pay to the Consultant the reasonable value for the services performed as of the date that notification of termination is received by the Consultant. In no event shall the City be liable to the Consultant for services in excess of the percentage completed at the time of termination.

10.03 ***Termination for Cause or Other Resolution.***

A. ***Default.*** The occurrence of any of the following events shall constitute a default by the Consultant hereunder (herein "Event of Default"). If, during the term of this Agreement, the Consultant:

(i) defaults in the due observance and performance of any term, condition or covenant contained in this Agreement,

(ii) (a) voluntarily terminates operations or consent to the appointment of a receiver, trustee or liquidator of the Consultant for all or a substantial portion of its assets, (b) is adjudicated bankrupt or insolvent or files a voluntary petition in bankruptcy, or admits in writing to the inability to pay its debts as they become due, (c) make a general assignment for the benefit of creditors, (d) file a petition or answer seeking reorganization or an arrangement with creditors or take advantage of any insolvency law, or (e) if action shall be taken by the Consultant for the purpose of effecting any of the foregoing,

(iii) allows any warrant, execution or other writ to be issued or levied upon any property or assets of the Consultant which continues unvacated and in effect for a period of thirty (30) days, or

(iv) fails, in the judgment of the City, to provide the services hereunder properly and with proper dispatch in accordance with the time schedule set forth in this Agreement,

and the default continues five (5) days after written notice is given to the Consultant pursuant to Section 10.18.

B. ***City's Rights.*** Upon the occurrence of an Event of Default, and without prejudice to any other right or remedy it may have at law or equity, the City may:

(i) terminate this Agreement, suspend payment of all pending invoices otherwise due to the Consultant hereunder, and finish this Agreement by such means as deemed appropriate by the City, reserving the right to deduct from any balance due Consultant the cost of completing this Agreement. In the event the cost of finishing the Consultant's performance of this Agreement exceeds the balance due the Consultant, the excess shall be paid by the Consultant to the City within five (5) days of invoicing by the City,

(ii) terminate this Agreement, and the obligations imposed hereunder, including the obligation of any further payment for the services of the Consultant except for the reasonable value for the services performed to the date of termination, or

(iii) Continue with performance by the Consultant and serve within a reasonable time after completion of the Agreement a request to arbitrate the Event of Default as a claim or dispute pursuant to the arbitration procedure set forth in Section 10.20.

In the event that the City elects to implement (i) above, the costs and expenses of completing this Agreement shall be computed and audited by the City's designated representative. The audit shall be conducted in accordance with generally accepted accounting principles and the cost thereof shall be paid by the Consultant.

10.04 *Ownership of Documents.*

A. ***Architectural Works.*** To the extent that the Consultant's services involves the design of an architectural work as defined herein, the Consultant shall retain all common law and statutory rights of ownership, including copyrights, to the drawings and specifications prepared by the Consultant for this Project. The Consultant is deemed to be the author of the drawings and specifications as instruments of service to the City. Notwithstanding the foregoing, the Consultant hereby grants to the City the right to use (including the right of reproduction and use in the creation of new documents) the drawings and specifications for the purpose of completing the Project or for any subsequent maintenance, repair, renovation, remodeling or addition thereto. The rights granted herein to the City shall extend and include any new consultant which the City may retain for the aforementioned purposes. The Consultant hereby releases the City, and any new consultant retained by the City for the aforementioned purposes, from any and all claims in connection with the use or reproduction of the drawings and specifications. The Consultant agrees to execute such documents reasonably deemed necessary by the City to implement the rights granted to the City pursuant to this subsection including written permission to make changes or modifications to the plans.

B. ***Other Works.*** To the extent that the Consultant's services does not involve the design of an architectural work, the City shall have all common law and statutory rights of ownership, including copyrights, to the plans, drawings, specifications and other documents (including, without limitation, design concepts and sketches, test results, evaluations, reports and studies, excepting any proprietary forms, templates, and checklists specifically listed for City ownership exclusion elsewhere in this Agreement) (collectively herein the "Documents") prepared or assembled by the Consultant, or any of its subconsultants, for this Project. The Consultant agrees to execute such documents reasonably deemed necessary by the City to implement the rights granted to the City pursuant to this subsection including written permission to make changes or modifications to the plans. The Consultant shall be entitled to retain a reproducible copy of the documents furnished to the City.

C. ***Definition of Architectural Work.*** For purposes of this Agreement, "architectural work" shall have the same definition as set forth in Architectural Works Copyright Protection Act of 1990, P. L. 101-650, Title VII, Section 70 et. seq.

D. ***Delivery of Documents.*** In the event of the completion, suspension or termination of this Agreement, the City shall have the right to require delivery of any and all of the plans, drawings, specifications, and all other documents (including, without limitation, design concepts and sketches, test results, evaluations, reports and studies), including the magnetic or electronic media of the aforementioned documents, not in the possession of the City.

E. ***Confidentiality.*** The plans, drawings, specifications and other documents (including, without limitation, design concepts and sketches, test results, evaluations, reports and studies) (including the magnetic or electronic media of the aforementioned documents) which are prepared or assembled by the Consultant, or its subconsultants, under this Agreement shall not be made available to any individual or organization without the prior written consent of the City. Except for marketing pamphlets and submittals to clients, the Consultant shall not publish, submit for publication, or publicly display the Project without the written consent of the City. The obligations of confidentiality shall survive the termination of this Agreement.

F. ***Contractual Rights.*** Notwithstanding the provisions of 10.04 A above, the City is hereby licensed to use all design concepts developed by the Consultant and subconsultants under this Agreement, including the right to construct derivative works of the Project, and to use the design concepts for other projects of the City. The design concepts include, but are not limited to, the form, aesthetic appeal, site layout, the arrangement and composition of spaces and elements, the use of colors and materials, system designs, construction methods and interior design.

10.05 *Insurance.* The Consultant shall procure and maintain, at its own expense, during the entire term of the Agreement, the following insurances:

A. ***Worker's Compensation Insurance.*** This insurance shall protect the Consultant and the City from employee claims based on job-related sickness, disease, or accident.

B. ***Commercial General Liability Insurance.*** This insurance shall protect the Consultant, its agents and vehicles used to provide the services required under this Agreement from claims of personal injury (including death) and property damage. Such coverage shall be in a minimum amount of $1,000,000 combined single limit for the period of time covered by this Agreement. The Consultant's general liability insurance policies shall be endorsed to include the City as an additional insured.

C. ***Commercial Automobile Liability Insurance.*** This insurance shall protect the Consultant from claims of limits no less than $1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Company and any auto used to the performance of services under this Contract. The policy must insure all vehicles owned by the Company and include coverage for hired and non-owned vehicles. The Consultant's automobile liability insurance policies shall be endorsed to include the City as an additional insured.

D. ***Professional Liability Insurance (Errors and Omissions Coverage).*** This insurance shall protect the Consultant from claims arising out of performance of professional services caused by a negligent act, error, or omission for which the insured is legally liable. Such coverage shall be in a minimum amount of $1,000,000 for the period of time covered by this Agreement.

E. ***Cancellation or Modification of Coverage.*** The Consultant's Commercial General Liability and Professional Liability Insurance Policies shall automatically include or be endorsed to cover the Consultant's contractual liability to the City under this Agreement, and with respect to its Commercial General Liability Policy, to waive subrogation against the City, its officers, agents, servants and employees. The policies shall provide that the City will be given thirty (30) days' notice in writing of any cancellation of, or material change in, the policies.

F. ***Certificates and Endorsements.*** The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. All deductibles and self-insured retentions shall be fully disclosed in the Certificate of Insurance. No deductible or self-insured retention may exceed $25,000 without the written approval of the City. The Consultant shall deliver to the City's authorized designated representative named in **Exhibit "B"** (Required Submittals) certificates indicating that such insurance is in effect before any services are provided under this Agreement and renewal certificates not less than 30 days prior to the expiration date of any policy.

G. ***Period of Coverage.*** If the insurance coverage is underwritten on a "claims made" basis, the retroactive date shall be prior to or coincident with the date of this Agreement and the Certificate of Insurance shall state that coverage is "claims made" and the retroactive date. Upon availability, the Consultant shall maintain coverage for the duration of this Agreement and for two years following completion of this Agreement.

10.06 ***Indemnity.*** Notwithstanding any of the insurance requirements set forth in Section 10.05, and not in lieu thereof, the Consultant shall defend, indemnify and hold the City, its officers, employees and agents (herein the "Indemnitees"), harmless from any and all claims (including, without limitation, patent infringement and copyrights claims), damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards or any other form of liability (including, without limitation, reasonable attorney fees and court costs) (collectively herein the "Claims") which the Indemnitees may suffer as a result of, by reason of, or as a consequence of, the negligent errors, omissions, recklessness, intentional misconduct of the Consultant, its subcontractors, agents or anyone employed by the Consultant, its subcontractors or agents, in the performance of this Agreement.

As part of its obligation hereunder, the Consultant shall, at is own expense, defend the Indemnitees against the Claims which may be brought against them, or any of them, as a result of, by reason of, or as a consequence of, the negligent act or omission of the Consultant, its subcontractors or agents, for and against which the Consultant is obligated to indemnify the Indemnitees, unless the Indemnitees, or any of them elect to conduct their own defense which, in such case, shall not relieve the Consultant of its obligation of indemnification set forth herein. If the Consultant fails to do so, the Indemnitees shall have the right, but not the obligation, to defend the same and charge the direct and incidental costs of such defense (including attorney fees and court costs) against the Consultant which is proportionate to the liability of the Consultant.

If the professional liability insurer of the Consultant does not so defend the Indemnitees and the Consultant is adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees to be paid to the Indemnitees by the Consultant in an amount which is proportionate to the liability of the Consultant. As used in this Section, "agents" means those persons who are directly involved in and acting on behalf of the City in furtherance of this Agreement or the public work to which this Agreement pertains.

10.07 ***Assignment.*** The City and the Consultant each bind itself and its partners, successors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement, except the Consultant shall not assign, sublet or transfer any obligation or benefit under this Agreement without the written consent of the City. Nothing contained herein shall be construed as creating any personal liability on the part of any officer or agent of the City.

10.08 ***Waiver.*** No consent or waiver, express or implied, by either party to this Agreement, or of any breach or default by the other in the performance of any obligations hereunder, shall be deemed or construed to be a consent or waiver of any other breach or default by such party hereunder. Failure on the part of any party hereto to complain of any act, or failure to act of the other party, or to declare that other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder. Inspection, payment, or tentative approval or acceptance by the City or the failure of the City to perform any inspection hereunder, shall not constitute a final acceptance of the work or any part thereof and shall not release the Consultant of any of its obligations hereunder.

10.09 ***Consultant Warranties.*** The Consultant hereby represents and warrants that:

(i) it is financially solvent, able to pay its debts as they mature, and is possessed of sufficient working capital to complete this Agreement; that it is experienced, competent, qualified and able to furnish the plant, tools, materials, supplies, equipment and labor which is used to perform the services contemplated by this Agreement, and that it is authorized to do business in the City of Las Vegas and the State of Nevada,

(ii) it holds a license, permit or other special license to perform the services included in this Agreement, as required by law, or employs or works under the general supervision of the holder of such license, permit or special license,

(iii) its computer hardware, software, and firmware will continue functioning without interruption, and will continue to accurately process date, time, and data necessary to the performance of this Agreement, and

(iv) it has, pursuant to the requirements of Resolution 79-99 adopted by the City Council on August 4, 1999, (effective October 1, 1999), as amended by resolution 105-99 (adopted by the City Council on November 17, 1999), disclosed on the form attached hereto as **Exhibit "G"** (Disclosure of Ownership/Principals) all of the principals, including partners, of the Consultant, as well as all persons and entities holding more than a one percent (1%) interest in the Consultant or any principals of the Consultant. If the Consultant, or its principals or partners, are required to provide disclosure under federal law (such as Securities and Exchange Commission or the Employee Retirement Income Act) and current copies of such federal disclosures are attached to **Exhibit "G,"** the requirements of this Section shall be deemed satisfied. During the term of this Agreement, the Consultant shall notify the City in writing of any material change in the above disclosure on **Exhibit "G"** within fifteen (15) days of such change.

10.10 ***Consultant's Employees.*** The Consultant shall be responsible for maintaining satisfactory standards of competency, conduct and integrity, of personnel assigned to the Project, and shall be responsible for taking such disciplinary action with respect to such personnel as may be necessary. In the event the Consultant fails to remove any employee from the work of this Agreement whom the City deems incompetent, careless or insubordinate, or whose continued employment on the work is deemed by the City to be contrary to the public interest, the City reserves the right to require such removal as a condition for the continuation of this Agreement.

10.11 ***Independent Contractor.*** It is hereby expressly agreed and understood that in the performance of the services required herein, the Consultant and any other person employed by him hereunder shall be deemed to be an independent contractor and not an agent or employee of the City.

10.12 ***Applicable Law.*** This Agreement shall be construed and interpreted in accordance with the laws of the State of Nevada.

10.13 ***Compliance with Laws.*** The Consultant shall in the performance of its obligations hereunder comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Agreement including, without limitation, the Federal Occupational Health and Safety Act and all state and federal laws prohibiting and/or related to discrimination by reason of race, sex, age, religion or national origin.

10.14 ***Severability.*** In the event that any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the parties hereto.

10.15 ***Confidentiality.*** The Consultant shall treat the information relating to the Project, which has been produced by the Consultant or provided by the City, as confidential and proprietary information of the City and shall not permit its release to other parties or make any public announcement or publicity release without the City's written authorization. The Consultant shall also require each subconsultant to comply with this requirement. The submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication relieving the Consultant of its confidentiality obligation imposed herein.

10.16 ***Site Inspection.*** The Consultant represents that it has visited the location of the Project and has satisfied itself as to the general condition thereof and that the Consultant's compensation as provided for in the Agreement is just and reasonable compensation for performance hereunder including reasonably foreseen and foreseeable risks, hazards and difficulties in connection therewith based on such above-ground observations.

10.17 ***Modification.*** All modification or amendments to this Agreement are null and void unless reduced in writing and signed by the parties hereto.

10.18 ***Notice.*** Any written notice required to be given under Sections 1.01 through 10.24 of this Agreement shall be deemed to have been given when the written notice is (i) received by the party to whom it is directed by personal service (ii) telephonically faxed to the telephone number set forth in the introductory paragraph to this Agreement, provided confirmation of the transmission is received by the sender, or (iii) deposited with the United States Postal Service, postage prepaid, addressed to the City Representative or the Consultant Representative, whomever is the proper recipient, and mailed to the address set forth in the introductory paragraph to this Agreement.

10.19 ***Prohibition Against Contingent Fees.*** The Consultant warrants that no person or entity has been employed or retained to solicit or secure this Agreement with the Agreement or understanding that a commission, percentage, brokerage or contingent fee would be paid to that person. For breach or violation of this provision, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation to be paid to the Consultant, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

10.20 ***Claim or Dispute Resolution.***

A. ***Notice of Claim or Dispute.*** For each claim or dispute which the Consultant has against or with the City (except for any claim for an equitable adjustment under Section 3.02 which is subject to the 30-day limitation set forth therein), notice thereof must be submitted in writing to the City Representative within a reasonable time after the claim or dispute arises, but no later than thirty (30) days after final payment is made to the Consultant. The purpose of written notification is to place the City on notice so that proper measures can be taken to properly defend against the claim or dispute, and the failure to give such notice shall preclude the Consultant from subsequently arbitrating that particular claim or dispute pursuant to Section 10.20C of this Agreement, and the Consultant shall have no further recourse against the City. Pending a final decision on the claim or dispute under Sections 10.20B or 10.20C, the Consultant shall proceed diligently with the performance of this Agreement.

B. ***Resolution by Management.*** The City Representative and the Consultant Representative shall meet within a reasonable time after receipt of the written notice received pursuant to Section 10.20A in an attempt to resolve the claim or dispute to the mutual satisfaction of the parties. If the matter is not disposed of by mutual agreement between the City Representative and the Consultant Representative, the claim or dispute shall be decided by the Director of Public Works, whose decision shall be reduced to writing and mailed or otherwise furnished to the Consultant. The decision of the Director of Public Works shall be final and conclusive unless, within thirty (30) days after the date on which the Consultant receives its copy of such decision, the Consultant mails or otherwise furnishes to the Director of Public Works a written request to arbitrate the claim or dispute, in which event the parties shall proceed with the arbitration pursuant to provisions of Section 10.20B. The failure to make such request shall preclude the Consultant from proceeding any further on the claim or dispute, and the Consultant shall have no further recourse against the City.

C. ***Resolution by Arbitration.*** Upon receipt of the request to arbitrate authorized pursuant Section 10.03B or Section 10.20B, the City and the Consultant shall come to an agreement as to the appointment of an arbitrator for purposes of hearing the appeal. If the parties cannot reach an agreement, then each party shall select an arbitrator for purposes of the appeal, and the two shall select a third arbitrator within 20 days of their appointment. If the selected arbitrators are unable to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association or the Nevada Arbitration Association, whichever is designated by the City. Each party shall be afforded an opportunity to be heard and to offer evidence in support of or against the appeal. The decision of the arbitrator, or arbitrators, as the case may be for the determination of the appeal, shall be final, conclusive and enforceable under the laws of the State of Nevada.

D. ***Right of Consolidation.*** Any arbitration arising out of or relating to this Agreement may include, by consolidation, joinder or in any other manner, any additional party or parties who are not a party to this Agreement if so requested by the City or the Consultant. Any consent to arbitration involving an additional party or parties shall not constitute consent to arbitrate any claim or dispute not described as a part of the original arbitration unless otherwise agreed to by the parties.

E. ***Right of Joinder.*** In the event the City is named as a party to any arbitration, or the City commences an arbitration against a party other than the Consultant, which arbitration is related to, or connected with, the construction of the Project or the performance of the Consultant's services hereunder (such as, without limitation, any arbitration between the City and the Contractor awarded the contract to construct the Project), the Consultant agrees and irrevocably consents to be joined as a party in the arbitration proceeding and to be bound by any decision resulting therefrom. The decision of the arbitrator or arbitrators, as the case may be, in the arbitration to which the Consultant has been joined as a party, shall be binding and enforceable against the parties thereto under the laws of the State of Nevada.

If the Consultant is named as an additional party by the City, the Consultant shall not be entitled to any additional compensation from the City as a result of preparing for, and participating in, the arbitration.

F. ***Discovery.*** In the event of arbitration, the parties agree that all means of discovery including, but not limited to, depositions and interrogatories, will be afforded to the parties involved in the arbitration, and the appointed arbitrator shall have all authority to impose sanctions against either party for failing to comply with the rules of discovery provided under the Nevada Rules of Civil Procedure.

G. ***Award Final.*** The award rendered by the arbitrator shall be final, and judgment may be entered upon its accordance with applicable law in any court having jurisdiction thereof.

H. ***Mediation.*** Subsequent to the commencement of any arbitration pursuant to Section 10.20C, and prior to any decision arising therefrom, the parties may endeavor with written mutual consent to settle disputes by mediation in accordance with the mediation rules of the mediation service agreed by the parties. The cost of the mediation shall be shared equally by the parties.

10.21 ***Attorney Fees.*** The prevailing party in any litigation or arbitration brought to enforce the provisions of this Agreement shall be entitled to reasonable attorney fees and court costs.

10.22 ***Calendar Day.*** All references in this Agreement to days are to calendar days unless otherwise indicated.

10.23 ***Exhibits.*** All exhibits referenced in this Agreement are hereby incorporated by this reference as a part of this Agreement. Any conflict between the provisions of this Agreement and the Exhibits incorporated herein shall be governed by the provisions of this Agreement.

10.24 ***Counterparts; Electronic Delivery.*** This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

10.25 ***Agreement Version.*** This document incorporates the standard provisions for the City's Professional Services Agreement updated as of April 8, 2008.

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

ATTEST

Beverly K. Bridges, MMC, City Clerk Date

CITY OF LAS VEGAS

By_____
Kathleen C. Rainey, Manager, Purchasing & Contracts

APPROVED AS TO FORM

John S. Ridilla 9/14/10
Deputy City Attorney Date
John S. Ridilla
Deputy City Attorney

CONSULTANT

By_____
James Caviola, C A Group, Inc.

LIST OF EXHIBITS

EXHIBIT " A " SCOPE OF SERVICES

EXHIBIT " B " REQUIRED SUBMITTALS

EXHIBIT " C " PERFORMANCE SCHEDULE

EXHIBIT " D " FEE BREAKDOWN

EXHIBIT " E " ADDITIONAL COMPENSATION

EXHIBIT " F " KEY PERSONNEL LIST

EXHIBIT " G " DISCLOSURE OF OWNERSHIP/PRINCIPALS

EXHIBIT "A"

SCOPE OF SERVICES

ARTICLE 100: GENERAL INFORMATION

100.1 Project Overview

100.1.1 Project Overview Description

The Scope of Services to be provided under the terms of this Agreement addresses the design and preparation of Contract Drawings, Special Details and Special Provisions for roadway and drainage improvements along Main Street from Las Vegas Blvd to US95 and Commerce Street from Oakey Blvd to Gass Street.

The project will include

Preliminary Design
The Consultant will prepare a preliminary design for an extension of Hoover Avenue between Main Street and Commerce Street. In addition, the Consultant will prepare a preliminary design for a pedestrian/bicycle overpass along the Hoover Avenue alignment between Commerce Street and Grand Central Parkway.

Future Traffic Capacity Design
The Consultant will develop a concept proposal that would provide direct connect ramps (perhaps like the Town Square flyover) between NB Main and the Iron Horse/Grand Central Parkway intersection as well as an EB Iron Horse to SB Commerce. The intent of this design effort would be to evaluate what, if anything we can do to make adding these ramps in the future easier.

Roadway
The Consultant will prepare roadway plans for:

- Main Street from Las Vegas Blvd to US 95
- Commerce Street from New York Avenue to Main Street
- Oakey Blvd between Commerce Street and Main Street
- Charleston Blvd between the UPRR tracks and Casino Center Blvd

Drainage Plans
The Consultant will prepare drainage plans for:

- Reconstruction of the storm drain system along Main Street from Las Vegas Blvd to US 95
- Reconstruction of the storm drain system along Commerce Street from New York Avenue to Charleston Blvd
- New storm drain system along Commerce Street from Charleston Blvd to Main Street
- New storm drain system along Oakey Blvd between Commerce Street and Main Street

Utility Coordination
The Consultant will coordinate with Nevada Energy to facilitate:
The relocation of the major transmission poles at the intersection of Commerce Street and Charleston Blvd

Sanitary Sewer Design
The Consultant will prepare sanitary sewer design on Commerce Street between Charleston Blvd and Main Street

Landscape Design
The Consultant will prepare landscape plans:

- For sidewalk areas along Main Street from Las Vegas Blvd to US 95
- For sidewalk areas along Commerce Street from New York Avenue to Main Street
- For sidewalk areas along Oakey Blvd between Commerce Street and Main Street
- For median island areas along Main Street from Commerce Street to US 95

The Consultant will also coordinate with the City of Las Vegas and the Arts District to develop a gateway feature at the intersection of Main Street and Commerce Street.

Signal Design

The Consultant will prepare traffic signal plans as follows:

- Main/Las Vegas Blvd – no modifications are expected
- Main/Oakey – remove or modify existing signal to accommodated pedestrian movements
- Commerce/Oakey/New York – signal undergrounds, make a roundabout, or leave as-is
- Wyoming/Main – modify existing signal to meet current conduit needs, ADA needs, the Downtown Standard (green poles) and new geometry
- Wyoming/Commerce – modify existing signal to meet current conduit needs, ADA needs, the Downtown Standard (green poles) and new geometry
- Main/Utah – full signal undergrounds for this intersection
- Commerce/Utah – full signal undergrounds for this intersection
- Main/Imperial – modify existing signal to meet new geometrics
- Commerce/Imperial – design new signal
- Main/Colorado – full signal undergrounds for this intersection
- Commerce/Colorado – full signal undergrounds for this intersection
- Main/California – design a new signal
- Commerce/California – design a new signal
- Charleston/Main – modify existing signal to meet current conduit needs, ADA needs, the Downtown Standard (green poles) and new geometry
- Commerce/Main – modify existing signal to meet current conduit needs, ADA needs, the Downtown Standard (green poles) and new geometry
- Main/Boulder – this is a pedestrian crossing. incorporate curb extensions and a ped actuated flasher for this intersection design using solar power per CLV typical design template
- Main/Coolidge – full signal undergrounds for this intersection
- Main/Hoover – full signal undergrounds for this intersection
- Commerce/Hoover Alignment – full signal undergrounds or no modification for this intersection
- Main/Gass – full signal undergrounds for this intersection
- Main/Garces – minor modifications to work with the new geometrics
- Main/Bonneville – minor modifications to work with the new geometrics
- Main/Clark – no modifications are expected
- Main/Lewis – design a new signal.
- Main/Bridger – modify existing signal to meet current conduit needs, ADA needs, the Downtown Standard (green poles) and new geometry
- Main/ Carson – modify existing signal to meet current conduit needs, ADA needs, the Downtown Standard (green poles) and new geometry
- Main/Fremont – modify existing signal to meet current conduit needs, ADA needs, the Downtown Standard (green poles) and new geometry
- Main/Ogden – modify existing signal to meet current conduit needs, ADA needs, the Downtown Standard (green poles) and new geometry
- Main/Stewart – minor modifications are expected

Signal Communication System

The Consultant will design a new 4" fiber optic conduit signal interconnect system for both Commerce and Main. FAST fiber exists between the Main/Imperial and Main/Las Vegas signal. The Consultant will design all splices, a count station on each street (location TBD by FAST) and provide CCTV's where requested by FAST (Assume 3 CCTV locations – 1 on north end of project and 1 each at a location on Commerce and on Main)

Street Light Design

Design a new streetlight system along the entire limits of the project that uses a new conduit system (i.e. eliminate overhead system) that matches the Downtown Centennial Standard. Upgrade pole mounted service points to pad mount service points. For the northern segment, median island geometrics will dictate if project will use median mount dual arm poles (Like Las Vegas Blvd) in lieu of a back of curb pole design

Signing and Striping Plans

The Consultant will design the signing and striping for the new geometrics including bike lanes wherever possible. The decision to add bike lanes north of Bonneville will need to be looked at via the preparation of the cross section that can be provided with bike lanes versus without bike lanes (i.e. wider sidewalks and medians). Raised Pavement Markings shall NOT be used – use paint or film where directed by the CLV Traffic rep. Design the location of any bus stops requested by RTC (i.e. determine if near side or far side is more appropriate based on landscaping and geometrics) and ensure all sign mounting locations take into account landscaping for visibility. It is expected that we will want to include a couple overhead sign supports (XX-A signal pole with a mast arm to mount overhead signs for lane assignments) for SB Commerce at Charleston, NB Main at Charleston and perhaps at the split locations just south of Bonneville and near Oakey (the need for these and locations TBD as project further develops)

Miscellaneous Traffic Analysis
The Constant will prepare a traffic analysis be done to show the operations of the Commerce/Charleston and Main/Charleston intersections as a condition of the NDOT permit for this work. The Consultant will prepare a SYNCRO analysis of the expected volumes for opening day as well as projected volumes for the design year. CLV Traffic staff will assist the Consultant in generating the design volumes based on historical traffic counts and RTC projections. The Consultant will prepare a progression analysis to be approved by FAST that demonstrates that these signals will be able to work with the adjacent signals on Charleston Blvd.

Site Distance Analysis
The Consultant will check for site distance at all intersections as part of the new geometrics and landscape design. This includes checking site distance for making left turns, right turns, and thru movements and identifying site restriction zones wherein landscaping and other elements must be kept below 30" in height and, where identified, removing obstructions (walls, etc) or making a restriction (i.e. "no turn on red") where a fix can't be made

100.2 Construction Cost Budget

100.2.1 Construction Cost Budget: **$21,915,880**

100.3 Project Contact Information

100.3.1 The City Engineer or their authorized representative is hereby designated as the City's Representative with respect to this Agreement. The City's Representative shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the services of the Consultant. All inquiries concerning the project should be directed to the City Engineer or his authorized representative and the Consultant should not contact internal units of the City unless directed to do so. This policy is effective throughout the life of the project.

100.3.2 The Consultant's Representative is hereby designated as the Consultant's Project Manager listed in Exhibit "F", who shall be responsible for the services required under this Agreement. All of the services specified by this Agreement shall be performed by the Consultant's Representative, or by the associates and employees identified in the Consultant's proposal provided that such associates and employees perform under the personal supervision of the Consultant's Representative. All employees identified in the Consultant's cost proposal shall be subject to approval by the City's Representative. Should the Consultant's Representative, or any associate or employee, be unable to complete his or her responsibility for any reason, the Consultant will replace the employee with a qualified person approved by the City. If the Consultant fails to make a required replacement within thirty (30) days, the City may terminate this Agreement for default.

100.4 Plan Control and Standards

100.4.1 All plans, designs, specifications and estimates shall conform to the City standard practices, which are based on the latest edition of the following documents:
100.4.1.1 Policy on Geometric Design of Highways and Streets (AASHTO)
100.4.1.2 Uniform Standard Specifications for Public Works' Construction, Off-Site Improvements, Clark County Area, Nevada
100.4.1.3 Uniform Standard Drawings for Public Works' Construction, Off-Site Improvements, Clark County Area, Nevada, Volume I and Volume II
100.4.1.4 Nevada Department of Transportation (NDOT) Standard Plans for Road and Bridge Construction and NDOT Standard Specifications for Road and Bridge Construction
100.4.1.5 Manual on Uniform Traffic Control Devices
100.4.1.6 Clark County Regional Flood Control District's Hydrologic Criteria and Drainage Design Manual
100.4.1.7 Las Vegas Valley Flood Control Master Plan Update (MPU), current edition
100.4.1.8 Central Neighborhood Flood Control Master Plan, Volume I & II, March 2005
100.4.1.9 Las Vegas Valley Water District (LVVWD) Rules and Regulations
100.4.1.10 Uniform Design and Construction Standards for Water Distribution Systems, Clark County, Nevada
100.4.1.11 Design and Construction Standards for Wastewater Collection Systems, Southern Nevada
100.4.1.12 Freeway and Arterial System of Transportation (FAST) standards
100.4.1.13 Las Vegas Boulevard North Corridor Study, I-515 to Owens Avenue, May 2009.

100.4.2 The design criteria for the following agencies will also be adhered to: City of Las Vegas Sanitary Sewer Planning, Traffic Engineering, and Flood Control; Clark County Regional Flood Control District ("CCRFCD"); Nevada Department of Transportation ("NDOT"); Las Vegas Valley Water District ("LVVWD"); and local utility providers.

100.5 Changes to Scope of Services

100.5.1 If increased scope or workload is encountered, the Consultant is to notify the City in writing and receive written confirmation to proceed prior to the performance of any work related to the increased scope or workload.

100.5.2 The City Engineer or their authorized representative may at any time, only be written order, make changes which may result in an increase or decrease in the services to be performed by the Consultant. If the changes requested by the City cause an increase or decrease in the cost or time required to perform any of the services required hereunder, an equitable adjustment shall be made in the compensation to be paid to the Consultant under Section Seven, or in the time of performance under Section Eight, or both, and this Agreement shall be modified in writing accordingly. Any claim for adjustment under this Section must be asserted in writing within thirty days from the date of receipt by the Consultant of written notification of the changes to the services to be provided by the Consultant unless the City grants in writing a further period of time. Failure to assert such claim within the time limit provided herein shall constitute a waiver of any right to seek any equitable adjustment in compensation with respect to that change.

100.6 Responsibilities of the Consultant

100.6.1 The Consultant shall provide a set of Plans and Special Provisions, for the project described in Section 100.1.1, that are whole and complete, technically accurate, biddable and constructible, meeting the City's reasonable needs and expectations. All design, re-design, coordination, permitting, quality control review, meeting attendance, bid phase assistance, travel, reproduction, computer use or similar items that could reasonably be anticipated which are not limited or excluded elsewhere in this contract or listed specially in additional services, shall be provided by the Consultant for the basic services fee agreed to herein whether they are specifically listed in this scope of services or not.

100.6.2 The Consultant agrees to include in all its subcontracts related to the Project, and require the same of all subconsultant contracts at all tiers, the provisions of this Agreement related to the City's and Consultant's rights (including copyright), ownership and uses of the concepts, designs, documents, intellectual property, and tangible property.

100.6.3 Where the Consultant specifies materials and equipment by brand names, provide two or more brand names with model numbers for each item specified and state "or approved equal". Where less than two suitable brand names/model numbers are commercially available state "or approved equal" and provide required documentation per NRS requirements to support single source selection.

100.6.4 Prior to each design submittal, check all documents for technical accuracy, compliance with applicable codes and ordinances, complete incorporation of all design review comments, and coordination within and between design disciplines. Each submittal shall be in accordance with the appropriate submittal requirements listed herein. Incomplete submittals shall be rejected. All costs associated with the re-submittal shall be borne by the Consultant.

100.6.5 The Consultant shall without additional compensation correct or revise any error or deficiencies in the plans, drawings, specifications or other related documents prepared by the Consultant.

100.6.6 The Consultant shall be responsible for all coordination with its subconsultants. Each submittal to the City shall be organized by discipline and shall be thoroughly crosschecked to avoid conflicts between Consultant and subconsultant documents. Vague references to project requirements on other discipline's plans shall not be permitted. Where references to others' plans are necessary for direction, reference notes shall specifically state the drawing number or specification section, as appropriate. It shall be the Consultant's responsibility to advise each subconsultant of this requirement.

100.6.7 The professional services to be rendered by the Consultant under this Agreement shall be in conformance with applicable federal, state and local statutes, acts, rules, codes, ordinances, laws and regulations. These include but are not limited to the Americans with Disabilities Act (ADA) guidelines and requirements including conformance to any ADA provisions and guidelines that have been issued in "final form" regardless of their adoption by the Department of Justice, municipal ordinances, and any other applicable Federal, state and local acts, rules, laws or regulations.

100.6.8 All work, including but not limited to drawings, specifications, and calculations, shall be provided by the Consultant for each and every part of the Project. When complying with NRS 338.140 by listing multiple manufacturers in the specifications, the Consultant shall review options with the City and select the most available, standard, or economical manufacturer's model to fully engineer and include in the bid documents. Should the contractor propose one of the other manufacturers listed in the specifications after award, the cost of the other listed manufacturer's affect on the documents and the construction shall be borne by the contractor, except that the Consultant shall have the duty to cooperate with the contractor in reviewing the proposal for design compliance (including the contractor provided structural calculations) and providing revisions to the Consultant's documents as required to accommodate the proposed change. Such revisions to the Consultant's documents may be an Additional Service, which shall be approved in writing by the City prior to the Consultant making any revisions and charged to the contractor by change order.

100.6.9 The Consultant acknowledges the City's requirement to incorporate the City's "Instructions to Bidders", "General Conditions" and "Division One", incorporated herein by reference, into the Contract Documents prepared for bidding for the Project covered by this Agreement. The Consultant further agrees to perform in accordance with the obligations stated in these referenced documents and agrees to include this provision in all sub-consultant contracts. The Consultant acknowledges familiarity with the City's standard format, terms and conditions of these documents and that such document examples were made available to the Consultant upon request, prior to signing this Agreement.

100.6.10 The City's approval of any documents or services furnished by the Consultant shall not in any way relieve the Consultant of responsibility for the professional and technical accuracy of its documents or services. The City's review, approval, acceptance or payment for any of the Consultant's services shall not be construed to operate as a waiver of any rights enjoyed by the City under this Agreement or of any cause of action arising out of the performance of this Agreement. The Consultant shall remain liable in accordance with the terms of this Agreement and applicable law for the damages to the City caused by the Consultant's negligent act or omission committed in the performance of this Agreement.

100.6.11 Plan and Special Provision Production and Submission

100.6.11.1 All Drawings shall be prepared using AutoDesk's AutoCAD Release 2004 or newer release in accordance with industry accepted standards. Specifications shall be prepared in City standard format using the software program Microsoft Word 2000 or newer release. The use of any other software for plan or specifications production requires prior written approval from the City's Representative.

100.6.11.2 All drawing submittals, except the final submittal, submitted by the Consultant will be printed on white bond paper. The final construction drawings will be printed on 4 mil, double matte mylar. All full size reproducible copies will be on 24" x 36" sheets (with 22" x 34" border) and all half size reproducible copies shall be on 11"x17" sheets (representing true half size of the full size plans). **Plans that do not meet these requirements will not be accepted.**

100.6.11.3 Special Provision format will follow the City standard provided to the Consultant. Special Provisions shall be stamped and signed by the appropriate design professional. **Special Provisions that do not meet these requirements will not be accepted.**

100.6.11.4 Within five business days of each hard copy design submittal, for each design submittal, the Consultant will submit electronic files of the AutoCAD files, including drawings and data files, and an Adobe Portable Document Format (PDF) file, 11"x17" print size, for each plan sheet submitted. In addition, the Consultant will submit electronic files of the Special Provisions in Microsoft Word format and one comprehensive Adobe PDF file, with appropriate formatting, of the entire set of Special Provisions. All electronic files shall be submitted on either a CD-ROM or a DVD disk that can be read by any industry standard hardware. **If electronic files are not submitted within five business days of the hard copy design submittal, the City will consider the design submittal incomplete and may reject the submittal in its entirety. If rejected all costs for the resubmittal shall be borne by the Consultant.**

100.6.11.5 Prior to any electronic submittal, the Consultant shall, using commercially available software with current virus definitions, certify that electronic submittals are free of electronic "viruses", "worms", "Trojan horses", and other programs or data stored on the host computer or the electronic submittal. Should the City choose to check incoming electronic submittals for such afflictions, utilizing commercially available software and at the first indication of such an affliction, the entire electronic submittal will be considered unacceptable and will be returned to the Consultant. The Consultant shall remove the unwanted programs or the unwanted programs or data and further verify the integrity of the electronic submittal. The Consultant shall bear the expense of correction, checking and re-submittal and shall not be released from submittal requirements.

100.6.12 Cost Estimates

100.6.12.1 The Consultant shall prepare and provide a detailed Construction Cost Estimate with each submittal. The cost estimate shall be prepared in City standard format using the software program Microsoft Excel 2000 or newer release. The Consultant will provide unit costs, quantities and other estimating parameters for each component or work, reflecting current market conditions and costs. The Consultant will reconcile each successive estimate to the one provided at the preceding submittal. The Consultant shall incorporate appropriate contingencies based on the completed level of design. **If the cost estimate is not included in the design submittal, the City will consider the design submittal incomplete and may reject the submittal in its entirety. If rejected all costs for the resubmittal shall be borne by the Consultant.**

100.6.13 Construction Change Orders

The City has a formal construction contract change order approval process. Proposed change orders are negotiated and reviewed by City Engineering and Construction Management staff (and the construction management consultant when one has been retained). Change orders are then reviewed for approval by the City Change Order Committee. Part of that approval process will be checking a box on the Change Oder Tracking Form indicating the reason for the change order based on information available to the committee at that time. If the change order appears to relate to a consultant design deficiency then either the Reason Code box "E&O Value" or "E&O No Value" will be checked. "E&O" value will be checked if it appears the apparent design deficiency results in added cost to the project but all, or a substantial part, of that cost would have been incurred in the original bid if the deficiency did not exist. "E&O No Value" will be checked if it appears that little or no cost to the project would have occurred if the deficiency did not exist. The City may use this data, as well as any other relevant data, in exercising its rights under this agreement to seek compensation for Consultant errors and omissions.

The City will make reasonable efforts to copy all approved change orders (with the tracking form included) and construction change directives to the consultant In order to provide the consultant an opportunity to prevent similar instances from occurring on future projects, to allow the consultant to review the potential for similar instances to occur during the progress of this project (and to work with City and Contractor to minimize the potential for future financial impacts when possible regardless of the reason code box checked) and to give advance notice to Consultant to prepare for potential financial impacts to the Consultant and/or for the Consultant to provide documentation to the City as whether the appropriate reason code box has been checked.

There may, at times, be a benefit for the consultant to review change orders or construction change directives prior to final negotiation and approval. This could provide the consultant with an opportunity, prior to finalization, to determine that a proposed change order or construction change directive may be excessively priced, not a legitimate change in the scope of the Contractor's work, outside of the Consultant's scope of work, detrimental to the Consultant's design, uncoordinated with the Construction Documents, potentially harmful to public safety, or a violation of codes, laws and regulations. Therefore the City will make reasonable efforts to notify the consultant of possible change orders or construction change directives prior to final negotiation and approval. And to, when appropriate, request the consultant to sign acknowledgement and concurrence on the final change order or construction change directive or to make formal revisions to the plans and/or specifications. However, given time constraints and the need to limit Contractor delay claims (that can often quickly exceed the cost of the change order), advance notice to the consultant is not always possible or practical. And, in fact, potential change order work, including force account work, is sometimes allowed to proceed prior to any change order being drafted or reason code applied by City.

100.6.14 The Consultant shall be responsible for performing all work necessary to complete the following schedule of work, more fully described in the following sections:

Upon written agreement with both parties an intermediate design submittal may be changed in definition of percentage complete without change to the basic service fee amounts (for example changing the 70% submittal to a 50% submittal). The written agreement would detail any resulting change in billing schedule. Should an additional submittal be requested by the City (for example adding a 50% submittal in addition to a 30% and a 90% submittal) this work would be paid for in accordance with Section 3.01, 3.02 and 7.02 of this Agreement.

100.6.14.1 Article 200 – Preliminary and General Items

100.6.14.2 Article 300 – 30% Design Phase

100.6.14.3 Article 400 – 70% Design Phase

100.6.14.4 Article 500 – 90% Design Phase

100.6.14.5 Article 600 – 100% Design Phase

100.6.14.6 Article 700 – Bid Phase

100.6.14.7 Article 800 – Construction Phase

100.6.14.8 Article 900 – Post Construction Phase

100.7 Responsibilities of the City

100.7.1 The City shall be responsible for the following:

100.7.1.1 Shall furnish a copy to, or make available for examination or use by, without a fee, the Consultant, any documents and data which the City has available including, reports, maps, plans, specifications, surveys, records, ordinances, codes, regulations, other documents related to

the services required under this Agreement. The City shall assist the Consultant in obtaining data and documents from public agencies and from private citizens and business firms whenever the City determines that such material is necessary for the completion of the services required by this Agreement.

100.7.1.2 Access arrangements for the Consultant to enter upon City owned property as required to perform their services.

100.7.1.3 Acquire any property, authorizations to enter property, easements, or other project rights required to construct the Project

100.7.1.4 Provide and conduct bidding activities, including printing and distribution of bid and construction documents, except as specifically required to be provided by the Consultant in this Scope of Work

100.7.2 The City's Review Process

100.7.2.1 Upon receipt of any documents furnished by the Consultant, the City Representative shall conduct a preliminary review of such documents and determine whether the documents comply with the scope of the Project. After the preliminary review, if the City Representative determines that the documents are insufficient, inadequate, or incomplete, the City shall notify the Consultant and request documents which are professionally complete and appropriate for each service phase submitted. The decision by the City Representative in this matter shall be final.

100.7.2.2 If the City Representative determines, after requesting the Consultant to provide corrected and professionally complete Phase submittals, that the documents remain insufficient, inadequate, or incomplete, the City may: (i) declare the Consultant in default, or (ii) demand a letter of explanation from the Consultant as to the reason the furnished documents are insufficient, inadequate or incomplete. If the City elects the second option, the Consultant, at Consultant's own expense, shall furnish additional sets of all documents that are sufficient, adequate and complete in the discretion of the City Representative for review by the City. The Consultant, at Consultant's own expense, shall attend any meeting, whether formal or informal, including the City Council meeting when requested by City to explain the reason the Consultant presented inadequate, insufficient, or incomplete documents to the City, and the delay, if any, that such submittal and re-submittal may cause in completion of the Project.

100.7.2.3 The City's review period in the Project Schedule shall not begin until the City Representative determines that the documents presented by Consultant fully comply with the requirements. After the City Representative determines that the documents comply with such requirements, the City shall begin a review of the documents.

100.7.2.4 After the City reviews the documents, one or several set(s) of the documents shall be returned to the Consultant with comments and corrections noted thereon. The Consultant shall make the changes necessitated by the corrections or other comments into the documents, and return the correction set(s) with the corrected documents, together with written responses to the City's correction(s), comments(s), and change(s), which state the action taken and reason for such action for each item presented by the City.

ARTICLE 200: PRELIMINARY AND GENERAL ITEMS

200.1 Project Management

200.1.1 Project management will include work necessary for communication and completion of the project tasks on time and within budget. The Consultant's Project Manager or their primary duties will not be reassigned without the written consent of the City's Project Manager. The Consultant's staff will have the training and expertise necessary for the work tasks to which they are assigned.

200.1.2 The Consultant will provide invoices in the standard format provided by the City's Representative. Invoices will be accompanied by a cover letter explaining the general status of the project, including at a minimum the work completed to date, the anticipated remaining efforts and required schedule changes; progress report form; supporting data for direct expenses (when specified expenses are allowed per Exhibit D, herein); and an updated project status report reflecting Scope of Work activities identified by the City Representative.

200.1.3 On a weekly basis, or a time frame approved by the City's Representative, the Consultant's Project Manager will update the City Representative with regards to the status of the project schedule, budget and general status/progress. This task is in addition to Design Progress Meetings and may be performed in a phone, email or mailed correspondence as approved by the City Representative.

200.1.4 The Consultant will set up and periodically meet with a project stakeholder working group consisting of CLV planning, CLV Business Development and key business leaders in the corridor. The group would review and provide direction on the design.

200.2 Kick-Off Meeting and Design Progress Meetings

200.2.1 Consultant shall prepare an agenda and schedule and attend a kick-off meeting with the City and other agencies as required within ten calendar days of the issuance of the Notice to Proceed. This meeting will be held to review the scope of work, discuss data and information provided by the City, review the project schedule (prepared by the Consultant using Microsoft Project or software approved by the City's Representative), introduce key personnel, establish lines of communications and clarify the City's and other government agency requirements for the Project, and identify any missing data and information necessary to proceed with the Project. Within five business days following the kick-off meeting, the Consultant will prepare and distribute draft meeting minutes to the City's Project Manager and meeting attendees (an e-mail to the City's Representative of the draft minutes is acceptable). The Consultant shall prepare and distribute final meeting minutes after the draft meeting minutes are approved by the City's Representative.

200.2.2 Deliverables: Project Kick-Off Meeting Agenda and copies for distribution at Kick-Off Meeting; Project Kick-Off Meeting Minutes.

200.2.3 Consultant shall attend approximately 12 progress/coordination meetings to be held with the City, other relevant agencies and utility companies. Design Progress meetings shall be conducted on a monthly basis, or a time frame approved by the City's Representative, at the City's offices and will be attended by the Consultant's Project Manager, Project Engineer and other key personnel as determined to be necessary. Consultant shall prepare an agenda for each of the progress meetings. Within five business days following the progress/coordination meeting, Consultant shall prepare and distribute draft meeting minutes to the City's Representative and meeting attendees (an email to the City's Project Manager and meeting attendees of the draft minutes is acceptable). The Consultant shall prepare and distribute final meeting minutes after the draft meeting minutes are approved by the City's Representative and after receipt of comments from all meeting attendees.

200.2.4 Deliverables: Design Progress Meeting Agenda and copies for distribution at Design Progress Meetings; Design Progress Meeting Minutes.

200.3 Utility and Agency Coordination

200.3.1 Consultant shall coordinate with all utilities and agencies having facilities within the limits of or adjacent to the Project throughout the duration of the project, this includes attendance to all related meetings. The Consultant will contact the utility companies and other governmental agencies early in the project to obtain information relating to the location, size and type of facilities owned by that Utility. The Consultant shall perform utility potholes, identify potential utility conflicts and meet with the affected utilities to ensure timely resolutions for the utilities conflicts. Utility companies and agencies to be contacted by the Consultant shall include, but are not limited to, the following:

200.3.1.1 Clark County Regional Flood Control District ("CCRFCD")

200.3.1.2 Clark County Department of Public Works

200.3.1.3 City of Las Vegas departments, including but not limited to, Fire Services, Flood Control, Parks, Collection System Planning, Traffic Engineering, Field Operations, and Land Development

200.3.1.4 Las Vegas Valley Water District ("LVVWD") and Southern Nevada Water Authority ("SNWA")

200.3.1.5 Freeway and Arterial System of Transportation ("FAST")

200.3.1.6 Utility providers, including but not limited to, Nevada Energy Transmission and Distribution, Century Link, Cox Communications, Southwest Gas Corporation, AT&T Fiber Optic Cable, American Fiber Systems (AFS)

200.3.1.7 Nevada Department of Transportation ("NDOT") and

200.3.1.8 Other local and state agencies as required.

200.3.2 The Consultant shall prepare a utility conflict schedule and pothole plan to advise the City's Representative of any utility conflicts, coordinate utility requests for information, monitor status of proposed utility projects within the projects limits and meet as required with utility companies to resolve conflicts. Major utility relocation design plans are not anticipated, unless otherwise mentioned in this scope of services, and will be paid for separately under Additional Services Tasks upon separate authorization by the City.

200.3.2.1 Preparation of minor utility relocation plans, by the Consultant and coordination for incorporation of those prepared by the Utility Companies themselves that were anticipated by the Consultant, or reasonably should have been, at the time of this agreement shall be considered incidental to this task and no other applicable design tasks.

200.3.2.2 Coordination with utilities, incorporation of utility plans, and preparation of designs by the Consultant in relation to new services, connections for City facilities (such as power service for street lights and traffic signals and water hookups for City irrigation lines) that were anticipated by the Consultant, or reasonably should have been, at the time of this agreement shall be considered incidental to this task and no other applicable design tasks.

200.3.2.3 Nothing in this section shall be construed as preventing this Exhibit "A" from specifically detailing the Consultant's scope for anticipated minor utility relocations and/or new service connections with individual tasks identified and associated man hours and costs shown in Exhibit "D" when warranted.

200.3.3 The Consultant shall coordinate with the City of Las Vegas' Land Development Services Section for current projects, encroachment agreements, covenants running with the land and any other mapping that may have an impact on the project.

200.3.4 The Consultant shall submit design plans for review from the various utility companies for the 30%, 70%, 90% and Pre-Final submittals.

200.3.5 The Consultant shall submit design plans for review and obtain approval signatures from the various utility companies on final mylar prints prior to submitting to the City of Las Vegas.

200.3.6 Consultant shall notify the City of any required utility, application, permit and review fees, which will be paid for by the City.

200.3.7 The City's Representative shall give approval of documents prior to being submitted to any regulatory agency for permit review and approval.

200.3.8 City Engineer's Office is NOT A REGULATORY AUTHORITY. The Consultant does hereby acknowledge, understand and agree that the City Engineer's Office, acting as the City's representative for purposes of the Project, does not have any control, authority or influence over the decisions or requirements of other departments of the City acting in a regulatory capacity including, but not limited to, the Building Department, Fire Department, and Planning Department of the City of Las Vegas. The City's representative acts in a capacity similar to that of a representative working for a private property owner which is to ensure that the City receives a quality product, delivered on schedule, for a fair price. Furthermore, the City Engineer's Office does not speak or act for any regulatory authority, nor does any regulatory authority speak or act for the City Engineer's Office. The Consultant agrees that its relationship with the regulatory authorities having jurisdiction over the Project is separate from its relationship with the City, and that the Consultant's interaction with each regulatory authority is to be conducted without assistance from the City.

200.4 Project Permits

200.4.1 During the design process, the Consultant shall provide a permit matrix which will determine the permits needed for the Project. A summary matrix of required permits shall be prepared by the Consultant and included at the 70% Design Phase Submittal. Consultant shall prepare all permit applications and correspondence as required by the regulating agencies and assist the City in obtaining required permits. Any required permit not contemplated in this scope of work will be paid for separately under Additional Services upon separate authorization by the City.

200.4.2 The following permits are anticipated for this project :

200.4.2.1 NDOT Occupancy Permit – The consultant will coordinate with the Nevada Department of Transportation (NDOT) regarding Occupancy Permit issues. The Consultant shall apply for and obtain an NDOT Occupancy Permit, including any time extensions, as applicable.

200.4.2.2 Nevada Energy Agreements - The consultant will coordinate with Nevada Energy regarding Permit issues for the overhead transmission line relocations at the intersection of Commerce and Charleston.

200.4.3 Deliverables: One (1) Matrix of required permits updated at the 30%, 70% and 90% submittals; copies of correspondence with permit agencies; preparation of permit applications and response to comments necessary for permit approval.

ARTICLE 300: 30% DESIGN PHASE

300.1 Survey

300.1.1 Control Survey. Control surveys for the project will include aerial panels and establishing a ground coordinate system. The control survey will be tied to the City's established horizontal and vertical control network. Existing monuments within the project limits will be tied into this control network. Consultant will establish roadway alignments from control information found in the field and record information.

300.1.2 Design Survey. Aerial mapping and field design surveys will be used to develop engineering base sheets and digital terrain models (DTM). All aerial mapping and DTM will be produced from aerials flown at an altitude to produce 1 inch to 40 feet horizontal scale with one-foot contour intervals per National Mapping Accuracy Standards. One-foot interval contours will be developed utilizing a digital terrain program and the aerial mapping. Topographic surveys of existing features will be completed in the field to supplement aerial mapping. Specifically these tasks shall include, but are not limited to, the following:

300.1.2.1 Research existing surveys, parcel maps, ownership records, and other records as necessary to obtain needed data in preparation of all existing rights-of-way and easements and control drawings. Also included is resolving dual centerline issues as applicable.

300.1.2.2 Set panel locations for control in obtaining aerial topography. Topographic mapping to be at 1" = 40' horizontal with a contour interval of 1-foot, based upon a published City benchmark

300.1.2.3 Establish both horizontal and vertical control for the Project including preparation of a horizontal control drawing sealed by a Nevada Professional Land Surveyor to identify, as a minimum, horizontal and vertical control points, Project alignment centerline indicating bearings, distances and control point coordinates

300.1.2.4 Establish Project coordinate system

300.1.2.5 All survey shall be in ground coordinates and tied to state plane coordinates (horizontal) and NAVD 88 (vertical)

300.1.2.6 Conduct field survey to identify and locate existing improvements as necessary to supplement aerial topography. Collect field survey data within the construction limits of the project, including but not limited to, existing edge of pavement, culvert and storm drain sizes and elevations, drop inlet locations, lengths and invert elevations, manhole lids and invert elevations, and gutter flow line, top of curb, back of sidewalk elevations, water valves, visible surface utilities and pothole hubs. In areas where it is anticipated that storm drain construction will require full street reconstruction, obtain field survey shots at 50-foot intervals along the top of curbs and street centerline, plus shots at edges of driveways, transitions, and curb returns. Field survey shall extend a minimum of 100 feet for minor street intersections and 150 feet for major street intersections beyond curb returns of adjacent street.

300.1.2.7 The Consultant will coordinate any required private property access with the City's Representative.

300.1.3 Record of Survey. The Consultant shall provide a Record of Survey to be reviewed by City of Las Vegas' City Surveyor. City Surveyor must approve the Record of Survey prior to recordation with the Clark County Recorder. Research available record information, parcel maps, subdivision maps and records of survey to establish a record alignment of the Project. Use this record alignment as a basis to assist in locating existing monuments, during the field survey phase of this Project. **The City will not accept the 30% design submittal unless the Record of Survey is formally submitted and approved in writing by the City Surveyor.**

300.1.4 Deliverables: The Consultant shall submit three (3) copies of the Record of Survey to the City. Consultant shall record the "approved" Record of Survey with the Clark County Recorder.

300.2 Right-of-Way

300.2.1 Consultant will use the City's Right-of-Way Plats, Title Reports that the City has on file, Parcel Maps, Records of Survey, plats and any other documentation necessary to identify and establish the right-of-way limits. Consultant will establish existing property lines and label all lots with the current owners name and APN and encumbrances in areas where right-of-way is to be acquired. Consultant will identify any additional right-of-way to be acquired for the design. *Consultant will prepare right-of-way drawings showing existing rights-of-way and easements and proposed rights-of-way and easements for both designs. Consultant shall coordinate with the City's Right-of-Way Section in the preparation of a right-of-way property schedule (all rights to be obtained or vacated, easements, rights of entry, construction easements as well as current status of the City's acquisitions) and regularly review and redline this schedule as to current status in coordination with the City's Right-of-Way Section.* Where existing property is to be disturbed by construction, Consultant shall prepare 8 ½ X 11 exhibits showing the location of Authorization to Enter Property (AEP)/Temporary Construction Easement (TCE) areas and include the nature of the construction. For all AEPs, TCEs, easements or rights-of-way that must be acquired, consultant may be asked to prepare legal descriptions with property maps showing topographic areas, easements and vesting by the City and will be paid for separately under Additional Services Tasks upon separate authorization by the City.

Title Reports, if deemed required to complete the final project will be provided by the City of Las Vegas.

300.2.2 Based on the 30% design, the Consultant will identify any additional right-of-way, including permanent right–of-way and easements and AEP/TCE's to be acquired for both design alternatives. A summary of proposed right of way acquisition will be provided by the Consultant in Microsoft Excel 2000 format in the format provided by the City Representative. During the 30% design review, the City will work with the Consultant to finalize project right-of-way requirements.

300.2.3 30% Submittal. Consultant shall prepare 24" x 36" exhibits, at a minimum 1" = 100' scale, that shall show schematically the project and identify all existing right-of-way and existing easements for both design alternatives. Areas identified (preliminarily) for proposed right-of-way acquisition shall be shown on the exhibit and differentiated from existing right-of-way by color coding. In addition, Consultant shall provide a right-of-way property schedule for the design.

300.2.4 70% Submittal. Consultant shall prepare 24" x 36" exhibits that shall show all needed right-of-way, easements, AEP/TCE's, etc. for the design at the 70% design level. The Consultant shall update the right-of-way property schedule, outlined in 300.2.1, to create an acquisition status table showing parcel numbers, acquisition type, acquisition status, property owner and contact information which will become the "acquisition status table".

300.2.5 90% Submittal. Consultant shall update the 24" x 36" exhibits to show the acquired right-of-way, easements and AEP/TCE's for the design. The "acquisition status table" shall be updated and submitted to the City for review.

300.2.6 100% Submittal. Consultant shall update the 24" x 36" exhibits to show the acquired right-of-way, easements and AEP/TCE's for the design. The "acquisition status table" shall be updated and submitted to the City for review. Consultant shall clearly identify, in the acquisition table, any right-of-way, easements or AEP/TCE's that have not been acquired and an explanation for not having acquired the right-of-way, easement or AEP/TCE's.

300.2.7 Prior to Bid. Prior to bid the Consultant shall cross check the right-of-way map verses the acquisition table and provide a letter summarizing the result of the check and identifying any right-of-way, easements or AEP/TCE's not yet acquired.

300.2.8 Deliverables: Deliverables are as described in sections 300.2.1, 300.2.2, 300.2.3, 300.2.4, 300.2.5, 300.2.6 and 300.2.7.

300.3 Records Review, Information Research and Analysis of Data

300.3.1 Consultant shall review data and information from the City including assessor's maps, parcel maps, improvement plans, drainage studies, utility plans, geotechnical studies, aerial topographic mapping and land development mapping currently being processed by the City which will likely affect the Project. Consultant shall provide ongoing supplemental research of public records during Project development.

300.3.2 The Consultant will review all data collected to determine impact/significance with regard to the Project and incorporate useful information into the Project documents. The Consultant will also identify deficiencies in the data collected and make recommendations for additional information needed for the successful completion of the project.

300.3.3 The Consultant will conduct field investigations, as necessary during the length of the project, to determine the location of collection facilities, establishment of problem flooding areas, existing drainage facilities, utilities, street improvements and other appurtenant items that may help in the development of the Project design. The Consultant will take pictures during the field investigation to document field conditions throughout the Project.

300.4 Utility Potholing

300.4.1 Utility Potholing work for the Project shall include gathering horizontal and vertical location information (potholing) on subsurface utilities that may be in conflict with the Project improvements. A total of seventy-five (75) potholes are anticipated to be performed for this Project. Basic Services will provide a limited potholing of fifty (50), if more potholes are required to be completed, the final project will be provided additional potholing under Additional Services. This task shall include the refinement of the utility conflict information, identification of utility relocation by others and incorporate subsurface utility engineering into the Contract Drawings. Potholes will be surveyed for horizontal location and shown on the plans. Patching of potholes will meet City of Las Vegas and NDOT (if applicable) requirements, including hot patches, polymer bag mix or concrete plug. No cold patches will be utilized.

300.4.2 For utilities that are concrete encased, Consultant will require the pothole sub-consultant to perform two potholes: one to identify the top of the encasement and one to identify the bottom of the encasement. The two potholes will be performed on either side of the encasement to determine the width of the encasement.

300.4.3 Consultant shall provide full-time inspection during the pothole process to confirm that the sub-consultant has accurately located and correctly identified the utilities to be investigated.

300.4.4 **Deliverables: One (1) Matrix of utility conflicts and summary updated at the 70% and 90% submittals.**

300.5 **Geotechnical Investigation** - Consultant shall provide geotechnical services to include research, field investigation, material testing, and analysis to develop geotechnical recommendations for the design and reconstruction of the existing roadway. Geotechnical Investigation Report to include existing pavement evaluations and rehabilitation recommendations and pavement section design alternatives.

It is anticipated that the Geotechnical Investigation Report(s) may include, but is not limited to the following:

- Review pertinent background data, including in-house geotechnical data, readily available geotechnical reports, stereoscopic aerial photographs, published geologic maps, soils data, and literature.
- Perform a site reconnaissance along the subject road alignments to evaluate the existing pavement conditions. Areas that exhibit significant pavement deterioration and cracking will be documented. Pavement cores will be taken at 300 to 500 foot centers to determine the actual existing pavement section(s) and substantiate the pavement rehabilitation or replacement recommendations.
- For field geotechnical investigations, a traffic control plan shall be formulated and submitted to the City for approval. Proper signage and barricading will be implemented for field studies.
- Perform laboratory testing on samples.
- Identify the corrosive characteristics of the soil.
- Locate ground water elevations at each of the borings if the groundwater level is above the bottom of the boring;
- Identify caliche and cemented soil deposits depth and make recommendations for excavation methods.
- Provide geotechnical recommendations for use in design of foundations, including allowable bearing capacity, passive pressure, coefficient of friction and estimated settlements, lateral resistance of the soil, recommendations for lateral support, excavated slope stability and data on excavated materials encountered and groundwater levels.
- Make recommendations for excavation and backfill requirements for bedding, pipe zone, trench backfill, asphalt pavement resurfacing and fill placement, suitability of existing soils for use as backfill materials. Make recommendation for cut/fill slopes and percent shrinkage for embankment.
- Make recommendations for pavement section, excavation and backfill requirements for bedding, pipe zone, trench backfill, fill placement, suitability of existing soils for use as backfill materials and asphalt pavement
- Make recommendations for type of cement for concrete in contact with onsite soils, structural recommendations, and other conditions applicable to the Project.
- A hydro geological report if required in area where shallow groundwater is discovered will be conducted only upon authorization under Additional Design Services.
- Make recommendation for trench patching.

300.5.1 The Consultant shall prepare a written report presenting the findings, conclusions, and geotechnical recommendations for the design and construction of the proposed improvements, including recommendations regarding pavement section thickness based on AASHTO design criteria, structural bearing capacity, earthwork and backfill requirements.

300.5.2 It is understood that the City may make and distribute copies of reports and boring logs as necessary in connection with the Project without incurring obligation for additional compensation.

300.5.3 **Deliverables: The Consultant shall provide seven (7) bound copies of the draft and the final Geotechnical Investigation Reports to the City's Representative for review and one bound copy of the draft and the final Geotechnical Investigation Reports to the RTC.**

300.6 **Alternatives Analysis**

300.6.1 Consultant shall prepare a preliminary design for a potential connection of the one-way couplet to Grand Central Parkway. The preliminary design will establish constraints or limitations that could affect the one-way couplet design. The Consultant will also develop concept plans for extending a pedestrian/bicycle connection from Commerce Street to the Clark County Government center along the Hoover Street alignment.

300.6.2 **Deliverables: The Consultant shall provide seven (7) bound copies of the Alternative Analysis Report and the Final Alternatives Analysis Report that includes discussion of the evaluation criteria used to determine the preferred alternative to the City and one bound copy of the draft and final Alternative Analysis Report to the RTC.**

300.7 **30% Design Phase Submittal**

300.7.1 30% Design Phase Plans

300.7.1.1 The 30% plans are to be prepared for the preferred overall Project Alternative and limits as agreed on and directed by the City of Las Vegas. The north arrow on all plan sheets shall point to the top or right side unless otherwise approved by the City. The plan and profile sheets shall be at 1" = 40' scale (or other scale as directed or approved by the Engineer) and appropriate vertical scale with stationing from left to right. All lettering shall be of sufficient size and clarity to permit easy reading when reduced to one-half (1/2) scale.

The 30% submittal will include, but is not limited to, the following:

- Permit Matrix
- Record of Survey and approval from City Surveyor
- Right-of-Way Exhibit
- Utility Conflicts Matrix and Summary
- Draft Geotechnical Data Report and Draft Hydrogeologic Report if applicable
- 30% Design Phase Plans of the selected alternative
- 30% Construction Cost Estimate

300.7.1.2 **Deliverables: Response to comments; Submit twelve (12) copies of the half scale plans (11" x 17") and two (2) copies of full size plans (24" x 36") to the City: Submit one (1) full size set and two (2) half size sets of the 30% Design Plans to the RTC. The Consultant will provide a distribution list; Submit copies of 30% Plans to utilities (size determined by each individual Utility Company) as necessary for review by the utility companies.**

300.7.1.3 30% Design Phase Construction Cost Estimate - a Preliminary construction cost estimate shall be prepared by the Consultant for the 30% submittal.

300.7.1.4 **Deliverables: Submit a 30% cost estimate to the City in both hard copy and electronic format (excel spreadsheet, pdf format will not be accepted); Submit two (2) copies of the 30% cost estimate to the RTC.**

ARTICLE 400: 70% DESIGN PHASE

400.1 70% Design Phase Submittal

400.1.1 Technical Drainage Report – The consultant shall prepare a technical drainage study with recommendations in accordance with CCRFCD Hydrologic Criteria and Drainage Design Manual (HCDDM). The drainage system will be designed to include a 10-year level of protection and meet the dry lane criteria. However, both the 10-year and 100-year flows must be indentified for compliance with RTC criteria and the CCRFCD Design Manual. The Technical Drainage Report shall incorporate the following information:

- A hydrologic model using HEC-1 to establish flows for the existing condition and proposed design selected from the Alternatives Analysis.
- A hydraulic model for the conveyance facilities using HEC-RAS, WSPG or other appropriate engineering software. The hydraulic models shall include hydraulic grade line, energy grade line, flow velocity and depth and other pertinent hydraulic parameters for the main storm drain line and laterals.
- Drop inlet sizing calculations.
- Provide complete new Storm Drain Plan and Profiles (including lateral plan and profiles) and Storm Drain Details for Commerce Street north of Charleston Blvd and remove and replacement Storm Drain Plan and Profiles (including lateral plan and profiles) and Storm Drain Details for Main Street and Commerce Street south of Charleston Blvd.
- Flow split analysis at project intersections.
- 10-year and dry lane hydraulic analysis to determine the facility sizing and to determine the RTC costs.

Incorporate the location, depth of pipe, approximate slopes and inlet locations for storm drain requirements based on the results of the hydrologic review and hydraulic analysis into the Technical Drainage Report.

The Consultant shall compile all comments and written responses to comments along with all final design information, calculations and models and include in a standalone Final Technical Drainage Report to be used as a record for the basis of design for the project. The Final Technical Drainage Report shall include all information included in the Technical Drainage Report and all associated revisions made as applicable. This report will also include any information, calculations or models that were revised since the Initial Technical Drainage

Report was submitted. The Consultant will provide a complete electronic submittal of the Final Technical Drainage Report with all associated input & output files, calculations and all associated revisions made as applicable.

400.1.1.1 Deliverables: Submit six (6) copies of the Draft Technical Drainage Reports with recommendations to the City and two (2) copies of the Draft Technical Drainage Report to RTC. Submit one (1) copy of the Draft Technical Drainage Report with recommendations to the CCRFCD for concurrence.

400.1.1.2 **Traffic Study** – Consultant shall prepare a traffic study with recommendations in accordance with City and RTC requirements. The traffic study shall include the following elements:

- The Consultant will prepare a traffic analysis to show the operations of the Commerce/Charleston and Main/Charleston intersections as a condition of the NDOT permit for this work, including a SYNCRO analysis of the expected volumes for opening day as well as projected volumes for the design year. CLV Traffic staff will assist the Consultant in generating the design volumes based on historical traffic counts and RTC projections.
- The Consultant will also prepare a progression analysis to be approved by FAST that can show these signals being able to work with the adjacent signals on Charleston.
- The Consultant will prepare a turning radius analysis for bus and WB 50 vehicles as appropriate for each intersection.
- The Consultant will develop a roundabout interchange alternative for the intersection of Commerce/Oakey/New York.
- Other miscellaneous traffic analysis/design that may become necessary as the project is further refined/developed.

400.1.1.3 Deliverables: Submit six (6) copies of the Draft and Final Traffic Study with recommendations to the City and two (2) copies of the Draft and Final Traffic Study to RTC.

400.1.2 70% Design Phase Plans – This submittal will include further refinement of the 30% Design Phase Submittal and response to comments. Plans shall be identified with the level of design with Engineer's seal in accordance with NRS 625. The 70% plans shall include, but not limited to, the following:

400.1.2.1 City Standard Cover Sheet identifying Project Participants
400.1.2.2 Note sheet with plan index, vicinity map, benchmark, and basis of bearings
400.1.2.3 Notes Sheet with General Notes, LVVWD Notes, and City of Las Vegas Sewer, Traffic, Grading, Fire Department, Street Lighting, and Encroachment Permit Notes
400.1.2.4 Abbreviations and Symbols
400.1.2.5 Survey Control Plan identifying project limits, horizontal control for centerline and rights-of-way, monumentation and sheet index
400.1.2.6 Horizontal control for centerline and right-of-way with monumentation plan
400.1.2.7 Recorded Record of Survey as part of Horizontal Control Plan (to be included in all submittals hereafter as well)
400.1.2.8 Sheet Index with key map
400.1.2.9 Typical Cross Section Sheets
400.1.2.10 Removal Plans
400.1.2.11 Roadway Plan and Profiles
400.1.2.12 Construction Details
400.1.2.13 Storm Drain Plan and Profiles (including lateral plan and profiles)
400.1.2.14 Storm Drain Details
400.1.2.15 Utility Plans
400.1.2.16 Traffic Striping and Signing Plans
400.1.2.17 Traffic Lighting Plans including underground conduit and conductors
400.1.2.18 Traffic Signal Plans
400.1.2.19 Structural Drawings
400.1.2.20 Special Details as required for the Project
400.1.2.21 FAST Interconnect Plans

400.1.2.22 Deliverables: Response to comments; Submit twelve (12) copies of the half scale plans (11″ x 17″) and two (2) copies of full size plans (24″ x 36″) to the City: Submit one (1) full size set and two (2) half size sets of the 70% Design Plans to the RTC. The Consultant will provide a distribution list; Submit copies of 70% Plans to utilities (size determined by each individual Utility Company) as necessary for review by the utility companies.

400.1.2.23 70% Design Phase Construction Cost Estimate - a Project cost estimate broken out by funding source, bid item, and plan sheet shall be prepared by the Consultant. The cost estimate breakdown by funding source may include, but is not limited to, the following: RTC (may require further breakdown within this category, i.e. RTC-Q10, RTC-Arterial Restoration Fund, etc.), CCRFCD.

400.1.2.24 Deliverables: Submit the 70% cost estimate by funding source to the City in both hard copy and electronic format (excel spreadsheet, pdf format will not be accepted); Submit two (2) copies of the 70% cost estimate to the RTC.

400.1.3 70% Walk Through - At the direction of the City, Consultant shall schedule a walkthrough of the Project with City of Las Vegas personnel and other stakeholders (as determined by the City) during the 70% Design Phase period. The Consultant will note any changes or adjustments to the plans as needed to fit field conditions and incorporate these changes into the 90% submittal.

400.1.4 Deliverables: The Consultant shall submit a walk though Memorandum to the City's Representative to document field observations.

ARTICLE 500: 90% DESIGN PHASE

500.1 90% Design Phase Submittal

500.1.1 90% Design Phase Plans – This submittal will include further refinement of the 70% plans (including any necessary structural details) to reflect 90% completion and response to comments. The 90% plans shall include all the utility conflicts and the resolutions. The 90% plans shall include project quantity tables broken down by individual plan sheet. The 90% plans shall include construction and right-of-way lines and all encroachments onto private property with proposed improvements. The owners name, property address and assessor parcel number shall be shown.

500.1.1.1 Deliverables: Response to comments; Submit twelve (12) copies of the half scale plans (11" x 17") and two (2) copies of full size plans (24" x 36") to the City: Submit one (1) full size set and two (2) half size sets of the 90% Design Plans to the RTC The Consultant will provide a distribution list; Submit copies of 90% Plans to utilities (size determined by each individual Utility Company) as necessary for review by the utility companies. Submit six (6) copies of the Final Technical Drainage Reports with recommendations to the City and two (2) copies of the Final Technical Drainage Report to RTC. Submit one (1) copy of the Final Technical Drainage Report with recommendations to the CCRFCD for concurrence

500.1.1.2 90% Design Phase Construction Cost Estimate - a Project cost estimate broken out by funding source, bid item, and plan sheet shall be prepared by the Consultant. The cost estimate breakdown by funding source may include, but is not limited to, the following RTC (may require further breakdown within this category, i.e. RTC-Q10, RTC-Arterial Restoration Fund, etc.), CCRFCD.

500.1.1.3 Deliverables: Submit the 90% cost estimate by funding source to the City in both hard copy and electronic format (excel spreadsheet, pdf format will not be accepted); Submit two (2) copies of the 90% cost estimate to RTC. The Consultant will provide a distribution list.

500.1.2 90% Design Phase Special Provisions - The Project Special Provisions shall be submitted utilizing the City's standard boilerplate set of Special Provisions provided. The Project Special Provisions shall use the same format as the *Uniform Standard Specifications for Public Works' Construction Off-Site Improvements Clark County Area Nevada*. All items of construction shown on the Project Plans shall be represented in the Special Provisions as bid items utilizing the corresponding related specification section's nomenclature. The applicable items shall be described for the method of "Measurement" and "Payment" subsection for each section. Do not modify the City's format without prior approval by the City.

500.1.2.1 Deliverables: Submit five (5) copies of the bound Special Provisions to the City; Submit two (2) copies of the bound Special Provisions to RTC. The Consultant will provide a distribution list.

500.1.3 90% Walk Through - At the direction of the City, Consultant shall schedule a walkthrough of the Project with City of Las Vegas personnel and other stakeholders (as determined by the City) during the 90% Design Phase period. An inventory of all items of work shown on the plans will be verified and compared to field conditions. The Consultant will note any changes or adjustments to the plans as needed to fit field conditions. The Consultant will note any changes or adjustments to the plans as needed to fit field conditions and incorporate these changes into the 100% Design Phase Submittal.

500.1.4 Deliverables: The Consultant shall submit a walk though Memorandum to the City's Representative to document field observations.

500.1.5 Bidability and Constructability (B&C) - Consultant shall coordinate with a City selected B&C consultant or City in-house B&C review team. The Consultant will provide the B&C consultant or in-house B&C review team with the 90% submittal and Final Design Report (and any other documents necessary to complete the B&C review). The City may also chose to provide the B&C consultant or in-house B&C review team with earlier submittals for review. Consultant shall attend meetings and respond to comments as required to resolve disagreements on B&C comments.

500.1.5.1 Deliverables: The Consultant shall attend one (1) meeting and prepare a comment and response matrix. Design changes warranted by the Bidability and Constructability review will be paid for as an Additional Service.

500.1.6 Public Meetings – Consultant shall attend and provide support to the City for two (2) public meetings and prepare exhibits and handouts as necessary.

ARTICLE 600: 100% DESIGN PHASE

600.1 100% Design Phase Submittal

600.1.1 The 100% submittal shall include all the elements of Article 500, which shall be advanced to a completed level of design and shall incorporate comments from the 90% submittal. The 100% submittal will consist of two steps: (1) a 100% pre-final (bond) submittal will be made for final comment by the City and RTC, and (2) the Consultant will incorporate all comments on the pre-final submittal into the 100% final (mylar) submittal. Plan set mylars and copies sealed in accordance with NRS 625, sealed Special Provisions, including Bid Proposal and Construction Cost Estimate shall be submitted to the City. The Engineer's estimate broken out by bid item, plan sheet and funding source will be submitted as a Microsoft Excel Work Sheet electronic file. The Consultant shall coordinate with utility companies and obtain all utility signatures on the Cover Sheet and elsewhere in the plans as required. Consultant shall submit a pre-mylar bond set of the final plans before preparing mylars for this project.

600.1.1.1 Deliverables for the 100% Pre-Final (Bond) Submittal: Response to Comments; Submit two (2) full size sets (24" X 36"); twelve (12) half size sets (11" X 17") of the 100% Pre-Final (Bond) Submittal to the City; five (5) bound copies of the Special Provisions and 100% Pre-final Cost Estimate by funding source to the City; Consultant shall determine if any utility companies require submittal of the 100% Pre-Final (Bond) submittal to obtain mylar signature and if so, submit accordingly.

600.1.1.2 Deliverables for the 100% Final (mylar) Submittal: One set of 24" X 36" mylar plan sheets stamped and signed by a Nevada P.E. which includes the cover sheet containing all approval signatures; One set of original Special Provisions (unbound) stamped and signed by a Nevada P.E. and the Word document; One copy of the City Formatted Final Cost Estimate and Bid Schedule; One copy of the Plan Sheet Index as a single Word document. Additionally, submit two copies of the half scale plans, bound Special Provisions and 100% Final Cost Estimate to RTC. Electronic copies of both the plans (AutoCAD format) and Special Provisions (Microsoft Word format) shall be submitted to the City. The Final Cost Estimate and Bid Schedule will be submitted as a Microsoft Excel Work Sheet electronic file.

ARTICLE 700: NOT USED

ARTICLE 800: NOT USED

ARTICLE 900: NOT USED

END OF EXHIBIT "A"

EXHIBIT "B"

REQUIRED SUBMITTALS

ARTICLE 200: GENERAL

200.1 When requested by the City electronic files shall accompany hard copies for all submittals referenced in this paragraph and unless otherwise directed by the City. All cost estimates shall be provided in Microsoft Excel format, all schedules in Microsoft Project format, all Special Provisions in Microsoft Word format, all Bid Schedules in Microsoft Excel format and all spreadsheets associated with additional service requests in Microsoft Excel format. Pdf submittals will not be accepted unless specifically requested by the City.

200.2 All submittal requirements are outlined in Exhibit A – Scope of Services. Consultant shall refer to deliverables or other submittal requirements outlined in Exhibit A.

200.3 Certificates of Insurance

The Consultant shall deliver to Insurance Tracking Services, Inc. (ITS), the City's authorized designated representative, a certificate of insurance with respect to each required policy to be provided by the Consultant under this Agreement. The required certificates must be signed by the authorized representative of the insurance company shown on the certificate with proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon.

Submit certificates of insurance to:

City of Las Vegas
C/O Insurance Tracking Services, Inc. (ITS)
P.O. Box 21919
Long Beach, CA 90801

Account Manager: Michael Palacios
Phone: (888) 435-2955 ext. 503 • Fax: 562-435-2999
Email: michael.palacios@instracking.com

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) shall be provided to the City upon request.

The Consultant shall promptly deliver to ITS a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to ITS not less than 30 days prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof.

END OF EXHIBIT "B"

EXHIBIT "C"

PERFORMANCE SCHEDULE

ARTICLE 300: NOTICE TO PROCEED

300.1 The start date for the Consultant's scope of services shall be, without any further notice requirement, the date of this Agreement signed by the parties. The Consultant shall perform the services required as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Scope of Service set forth in this Agreement and the compensation to the Consultant for said Scope of Services is based upon the Consultant and the City each performing its responsibilities in a timely manner.

300.2 *Performance Schedule.* The parties hereto have agreed to a general performance schedule (the "Performance Schedule") which is set forth herein. Subsequent to the execution of this Agreement, the Consultant shall furnish to the City's Representative for approval a more detailed schedule of performance (herein the "Detailed Performance Schedule").

300.3 *Revised Performance Schedule.* If the Consultant's performance is delayed or the sequence of tasks changed, the Consultant shall notify the City's Representative in writing of the reasons for the delay or the change. The Consultant shall then prepare a revised General and Detailed Performance Schedule for submission to and approval by the City's Representative.

ARTICLE 301: PERFORMANCE SCHEDULE

301.1 The maximum allowed time to complete each phase of the work is shown in the following table:

PHASE	CALENDAR DAYS TO COMPLETE	REMARKS
ALTERNATIVES ANALYSIS REPORT	30	Time begins after completion of topo and right-of-way
30% DESIGN PHASE	90	Upon selection of preferred alternative
70% DESIGN PHASE	150	Upon completion of 30% comment review meeting
90% DESIGN PHASE	60	Upon completion of 70% comment review meeting
100% DESIGN PHASE	35	Upon completion of 90% comment review meeting
TOTAL CALENDAR DAYS TO COMPLETE:	**365**	**Does not include City review time or other delay time**

ARTICLE 302: DESIGN AND PERMITTING SCHEDULE DELAYS

302.1 The Consultant declares that they are experienced and knowledgeable with all governmental, agency, and utility company design approval processes, procedures, applications, fees, design standards, reviews, required corrective actions, and time schedules required for the Project, and that the schedule set forth for the Scope of Services is reasonable and achievable within these design approval parameters.

302.2 Although it is acknowledged that neither the City nor the Consultant have full control over these design approval processes, the Consultant shall be held accountable for any impacts to the City resulting from their actions or lack of actions, including but not limited to their failure to make timely submittals, their failure to routinely follow-up on submittals, their failure to notify the City of anticipated delays and required design changes, and their failure to process and re-submit comments and corrections received in a timely manner.

END OF EXHIBIT "C"

EXHIBIT "D"

FEE BREAKDOWN

ARTICLE 400: COMPENSATION AND TERMS OF PAYMENT

400.1 *General.* At the time of approval of this Agreement by the City Council, the City agrees to set aside $$$ as the total appropriation for the performance of this Agreement. In no event shall the total payments to the Consultant for the services (basic services and additional compensation) provided under this Agreement exceed the aforementioned amount appropriated without prior approval of the City.

400.2 *Compensation: Basic Services (Lump Sum by Task).* The City agrees to pay the lump sum amount attributable to each task and, if applicable, each subtask, set forth in Exhibit "A" which is completed by the Consultant. The Consultant agrees to complete each task and, if applicable, each subtask, for the amount of the lump sum set forth in Exhibit "D" regardless of the number of manhours which must be expended to complete the performance of this Agreement. The total payments to the Consultant for the completion of these tasks shall not exceed $$$ without prior written approval from the City. Such payment is based upon the individual lump sum amounts that are identified in Exhibit "D".

400.3 *Compensation: Additional Compensation.* For the additional services set forth in Exhibit "E," the City shall pay to the Consultant either a lump sum or an hourly fee based upon the hourly rates set forth in Exhibit "E" attached hereto, whichever is approved in writing by the City's Representative. Such payment shall not exceed $$$ without the prior written approval of the City.

BASIC SERVICES FEE BREAKDOWN

EXHIBIT "D"

TASK	DESCRIPTION	Sr. Project Manager	Sr. Trans Engineer	Engineer I	Designer I	Clerical	POSITION	POSITION	POSITION	POSITION	POSITION	POSITION	POSITION	Hours Subtotal	Direct Expenses	Lump Sum Task Amounts
		$230	$210	$140	$110	$65	$1	$1	$1	$1	$1	$1	$1			
200	PRELIMINARY AND GENERAL ITEMS															
200.1	Project Management	248	0	40	40	100	0	0	0	0	0	0	0	428	$0.00	$73,540.00
200.2	Kick-Off Meeting and Progress	48	0	48	0	24	0	0	0	0	0	0	0	120	$0.00	$19,320.00
200.3	Utility and Agency Coordination	8	0	208	104	40	0	0	0	0	0	0	0	360	$0.00	$45,000.00
200.4	Project Permits	8	0	40	80	16	0	0	0	0	0	0	0	144	$0.00	$17,280.00
200.6	Master Plan Amendment	16	0	16	24	8	0	0	0	0	0	0	0	64	$2,000.00	$11,080.00
200.18	Drainage Subconsultant	0	0	0	0	0	0	0	0	0	0	0	0	0	$7,441.00	$7,441.00
200.19	Landscape Subconsultant	0	0	0	0	0	0	0	0	0	0	0	0	0	$11,504.00	$11,504.00
200	Subtotal Hours	328	0	352	248	188	0	0	0	0	0	0	0	1,116		
200	Subtotal Fee	$75,440.00	$0.00	$49,280.00	$27,280.00	$12,220.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$20,945.00	$185,165.00
300	30% DESIGN PHASE															
300.1	Survey	8	0	40	0	0	0	0	0	0	0	0	0	48	$75,360.00	$82,800.00
300.2	Right-of-Way	8	0	40	120	0	0	0	0	0	0	0	0	168	$0.00	$20,640.00
300.3	Records Review, Information Research and Analysis of Data	24	0	40	40	0	0	0	0	0	0	0	0	104	$0.00	$15,520.00
300.4	Utility Potholing	4	0	40	0	0	0	0	0	0	0	0	0	44	$40,000.00	$46,520.00
300.5	Geotechnical Investigation	8	0	0	0	0	0	0	0	0	0	0	0	8	$35,000.00	$36,840.00
300.6	Alternatives Analysis	40	24	120	120	16	0	0	0	0	0	0	0	320	$0.00	$45,280.00
300.7.1.1	30% Design Phase Submittal	80	0	800	800	28	0	0	0	0	0	0	0	1,708	$0.00	$220,220.00
300.7.1.3	30% Design Phase Construction Cost Estimate	8	0	24	16	0	0	0	0	0	0	0	0	48	$0.00	$6,960.00
300.19	Landscape Subconsultant	0	0	0	0	0	0	0	0	0	0	0	0	0	$16,112.00	$16,112.00
300	Subtotal Hours	180	24	1,104	1,096	44	0	0	0	0	0	0	0	2,448		
300	Subtotal Fee	$41,400.00	$5,040.00	$154,560.00	$120,560.00	$2,860.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$166,472.00	$490,892.00
400	70% DESIGN PHASE															
400.1.1	Draft Technical Drainage Report	4	0	16	16	8	0	0	0	0	0	0	0	44	$38,100.00	$43,540.00
400.1.2a	Traffic Study	24	40	80	80	16	0	0	0	0	0	0	0	240	$0.00	$34,960.00
400.1.2	70% Design Phase Plans	91	0	1,067	1,067	37	0	0	0	0	0	0	0	2,262	$0.00	$290,085.00
400.1.3	70% Design Phase Construction Cost Estimate	8	0	24	16	0	0	0	0	0	0	0	0	48	$0.00	$6,960.00
400.1.5	70% Walk Through	8	8	8	8	4	0	0	0	0	0	0	0	36	$0.00	$5,780.00
400.18	Drainage Subconsultant	0	0	0	0	0	0	0	0	0	0	0	0	0	$55,132.00	$55,132.00
400.19	Landscape Subconsultant	0	0	0	0	0	0	0	0	0	0	0	0	0	$27,391.00	$27,391.00
400	Subtotal Hours	135	48	1195	1187	65	0	0	0	0	0	0	0	2,630		
400	Subtotal Fee	$31,050.00	$10,080.00	$167,300.00	$130,570.00	$4,225.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$120,623.00	$463,848.00
500	90% DESIGN PHASE															
500.1	Final Technical Drainage Report	4	0	16	16	8	0	0	0	0	0	0	0	44	$8,560.00	$14,000.00
500.1.1	90% Design Phase Plans	46	0	533	533	18	0	0	0	0	0	0	0	1,130	$0.00	$145,000.00
500.1.1.2	90% Design Phase Construction Cost Estimate	8	0	24	16	0	0	0	0	0	0	0	0	48	$0.00	$6,960.00
500.1.2	90% Design Phase Special Provisions	24	8	80	0	24	0	0	0	0	0	0	0	136	$0.00	$19,960.00
500.1.3	90% Walk Through	8	0	24	16	0	0	0	0	0	0	0	0	48	$0.00	$6,960.00
500.1.5	Bidability and Constructability Meeting	6	6	6	0	0	0	0	0	0	0	0	0	18	$0.00	$3,480.00
500.1.6	Public Meetings	16	16	16	32	16	0	0	0	0	0	0	0	96	$0.00	$13,840.00
500.18	Drainage Subconsultant	0	0	0	0	0	0	0	0	0	0	0	0	0	$56,357.00	$56,357.00
500.19	Landscape Subconsultant	0	0	0	0	0	0	0	0	0	0	0	0	0	$14,072.00	$14,072.00
500	Subtotal Hours	112	30	699	613	66	0	0	0	0	0	0	0	1,520		
500	Subtotal Fee	$25,760.00	$6,300.00	$97,860.00	$67,430.00	$4,290.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$78,989.00	$280,629.00
600	100% DESIGN PHASE															
600.1.1.1	100% Pre-Final (Bond) Submittal	22	0	267	267	9	0	0	0	0	0	0	0	565	$2,500.00	$74,895.00
600.1.1.2	100% Final (Mylar) Submittal	18	0	30	60	30	0	0	0	0	0	0	0	138	$7,500.00	$24,390.00
600.18	Drainage Subconsultant	0	0	0	0	0	0	0	0	0	0	0	0	0	$65,394.00	$65,394.00
600.19	Landscape Subconsultant	0	0	0	0	0	0	0	0	0	0	0	0	0	$14,588.00	$14,588.00
600	Subtotal Hours	40	0	297	327	39	0	0	0	0	0	0	0	703		
600	Subtotal Fee	$9,200.00	$0.00	$41,580.00	$35,970.00	$2,535.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$89,982.00	$179,267.00
	Total Basic Services Hours	795	102	3,647	3,471	402	0	0	0	0	0	0	0	8,417		
	Total Basic Services Fee	$182,850.00	$21,420.00	$510,580.00	$381,810.00	$26,130.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$477,011.00	$1,599,801.00

EXHIBIT "E"

ARTICLE 500: ADDITIONAL COMPENSATION

500.1 Reimbursable Expenses. Reimbursable Expenses are not allowed.

500.2 Upon written authorization by the City, the Consultant shall provide Additional Services which may include the following:

500.3 **Additional Design Services** – As required by the City, Consultant shall perform additional design services required for the Project.

Right-of-Way – As required by the City, Consultant shall prepare legal descriptions and exhibits in locations where additional right-of-way, easements or AEPs/TCEs are required for the Project.

Categorical Exclusion - As requested by the City, the Consultant shall prepare a Class 2 Categorical Exclusion [as defined by Federal Highway Policy Manual (FHPM 7-7-2)].

Sewer Design – As required by the City, Consultant shall provide sewer line inspection, cctv, assessment report with recommendations, plan and profile design of new, reconstructed, or relocated sewer pipelines.

Utility Potholing – As required by the City, Consultant shall provide additional utility potholing, prepare pothole location map and obtain information for subsurface utilities.

Utility Relocation - As requested by the City, Consultant shall provide utility relocation design and coordination with all utility companies. This task will include Subsurface Utility Engineering SUE.

Bidability and Constructibility – As requested by the City, Consultant shall revise design as a result of the Bidability and Constructability review.

EXHIBIT "E"

TASK	DESCRIPTION	Sr. Project Manager	Sr. Trans Engineer	Engineer I	Designer I	Clerical	POSITION	POSITION	POSITION	POSITION	POSITION	POSITION	POSITION	HOURS SUBTOTAL	Direct Expenses	Lump Sum Task Amounts
		$230	$210	$140	$110	$65	$1	$1	$1	$1	$1	$1	$1			
	ADDITIONAL SERVICES															
	Additional Design Services	8	8	40	40	8	0	0	0	0	0	0	0	104	$0.00	$14,040.00
	Right-of-Way	8	0	24	24	8	0	0	0	0	0	0	0	64	$7,500.00	$15,860.00
	Sanitary Design	16	16	48	48	14	0	0	0	0	0	0	0	142	$0.00	$19,950.00
	Categorical Exclusion	80	40	80	0	40	0	0	0	0	0	0	0	240	$0.00	$40,600.00
	Utility Potholing	0	0	8	24	4	0	0	0	0	0	0	0	36	$10,000.00	$14,020.00
	Utility Relocation	4	0	16	24	4	0	0	0	0	0	0	0	48	$0.00	$6,060.00
	Bidability and Constructability	8	8	24	24	4	0	0	0	0	0	0	0	68	$0.00	$9,780.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
	Total Additional Services - Hours	124	72	240	184	82	0	0	0	0	0	0	0	702		
	Total Additional Services - Fee	$28,520.00	$15,120.00	$33,600.00	$20,240.00	$5,330.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$17,500.00	$120,310.00

EXHIBIT "F"

KEY PERSONNEL LIST

CITY PERSONNEL

Program Manager: Mark Sorensen
Project Manager: Chris Plutte

CONSULTANT'S PROJECT STAFF

The following personnel will be assigned by the Consultant to work on the Project.
Any changes require City approval.

Principal In Charge:
Project Manager: Jim Caviola

CONSULTANT'S SUB-CONSULTANTS

The following subconsultants will be contracted with and utilized by the Consultant to work on the Project.
Any changes require City approval.

Aerial Mapping: NAM
Survey/Drainage: VTN
Geotechnical: NOVA
Landscaping: Alta
Potholing: TBE, Aztec or Horrocks
Environmental: OGI Environmental

END OF EXHIBIT "F"

EXHIBIT "G"

CERTIFICATE

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity" means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members.

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting Entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

Block 1 Contracting Entity

Name	C A Group, Inc
Address	2785 S. Rainbow, LV NV
Telephone	(702) 685-5945
EIN or DUNS	26-2278684

Block 2 Description

Subject Matter of Contract/Agreement:
Main Street – Commerce Street One-way Couplet Design

RFP #:

Block 3 Type of Business

☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 Disclosure of Ownership and Principals

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	James Caviola	2785 S. Rainbow Blvd, LV, NV	(702) 685-5945
2.	Chad Anson	2785 S. Rainbow Blvd, LV, NV	(702) 685-5945
3.	VTN	2727 S. Rainbow Blvd, LV, NV	(702) 873-7550
4.			
5.			
6.			
7.			
8.			
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: _____

Block 5 Disclosure of Ownership and Principals - Alternate

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

JOSEFA ECK
Notary Public State of Nevada
No. 06-102636-1
My appt. exp. Jan. 12, 2014

Name

9/14/10
Date

Subscribed and sworn to before me this 14th day of September, 2010.

Notary Public

EXHIBIT "G"

CERTIFICATE

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity" means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members.

2. Policy

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Block 1 **Contracting Entity**	
	C A Group, Inc
Name	2785 S. Rainbow, LV NV
Address	(702) 685-5945
Telephone	26-2278684
EIN or DUNS	

Block 2 **Description**	
Subject Matter of Contract/Agreement	Main Street – Commerce Street One-way Couplet Design
RFP #	

Block 3 Type of Business

☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 Disclosure of Ownership and Principals

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	James Caviola	2785 S. Rainbow Blvd, LV, NV	(702) 685-5945
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9.			
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Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

JOSEFA ECK
Notary Public State of Nevada
No. 06-102636-1
My appt. exp. Jan. 12, 2014

Name

9/14/10
Date

Subscribed and sworn to before me this 14th day of September, 2010.

Notary Public

City of Las Vegas Agenda Item No.: **43.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 6, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of award of Contract No. 11.1730.05-LED, Construction Manager at Risk for Jones & Valley View Corridor Improvements located from U.S. 95 to Sahara Avenue on Jones Boulevard and from U.S. 95 to Desert Inn Road on Valley View Boulevard - Department of Public Works - Award recommended to: LAS VEGAS PAVING CORPORATION ($418,064 - Road and Flood Capital Projects Fund) - Ward 1 (Tarkanian)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**

Amount: $418,064
Funding Source: Road and Flood CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:

This contract will provide for preconstruction services during the design of traffic capacity improvements. Improvements include, but are not limited to, roadway and intersection widening, bus turnouts, AC pavement and restriping, signal modifications, utility relocations, pedestrian pathways and trail improvements. Once the project is fully designed the City will enter into negotiation with Las Vegas Paving Corporation for the award of a construction contract to complete the project. Funding for this project are provided by the Regional Transportation Commission.

PCC: L.E. Davis
POC: Ryan Mendenhall - (702) 251-5800

RECOMMENDATION:

That City Council approve Contract No. 11.1730.05-LED, Construction Manager at Risk for Jones & Valley View Corridor Improvements to Las Vegas Paving Corporation in the amount of $418,064. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:

1. Contract No. 11.1730.05-LED
2. Certificate - Disclosure of Ownership/Principals

OWNER-CMAR FOR PRECONSTRUCTION SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2010 by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (herein the "Owner") and LAS VEGAS PAVING CORPORATION, (herein the "CMAR"). The Owner and the CMAR are sometimes individually referred to herein as "Party" and collectively as "Parties."

RECITALS

WHEREAS, the Owner intends to construct the Jones & Valley View Corridor Improvements (herein the "Project"); and

WHEREAS, the Owner desires to retain the CMAR who will be responsible for providing services hereinafter set forth below; and

WHEREAS, the CMAR is properly licensed pursuant to NRS Chapter 624 within the State of Nevada, and possesses the special knowledge, skills and expertise to perform the services hereinafter set forth within the time required under this Agreement.

NOW, THEREFORE, in consideration of the above premises, the Parties hereto agree to the following terms, conditions and covenants:

SECTION ONE
CMAR RESPONSIBILITIES

1.01 ***Description of CMAR Services.*** For the compensation set forth in Section Seven, the CMAR hereby agrees to perform the preconstruction services set forth in Exhibit "A" (Scope of Services) and the additional preconstruction services set forth in Exhibit "B" ("Additional Preconstruction Services") and to provide the submittals set forth in Exhibit "H" (Required Submittals) attached hereto.

1.02 ***Designation of CMAR Representative***. The CMAR representative is the individual identified in Exhibit "F" (Key Personnel List for Preconstruction Services) (the "CMAR Representative") to act in that capacity, who shall be responsible for the services required under this Agreement. The services specified by this Agreement may be performed by the personnel identified in Exhibit "F" (Key Personnel List for Preconstruction Services) provided that such associates, employees, and subcontractors perform under the personal supervision of the CMAR Representative.

If any personnel or subcontractors who are expected to provide the services required under this Agreement are objectionable to the Owner for any reason, the CMAR shall, without additional compensation, replace such personnel and subcontractors with personnel and subcontractors acceptable to the Owner.

If the CMAR personnel or subcontractors are unable to complete their responsibilities for any reason under this Agreement, or the CMAR desires for any reason to substitute personnel or subconsultant assigned to the Project, the CMAR agrees to obtain the approval of the Owner for any personnel or subconsultant substitution. The Owner shall not unreasonably withhold approval unless the Owner determines the substitution is not in the best interest of the Owner or the Project.

If the CMAR fails to make an acceptable replacement within thirty (30) days, the Owner may terminate this Agreement for default as provided in Section 10.03 of this Agreement.

1.03 ***Correspondence Review.*** The CMAR shall promptly furnish the Owner's Representative copies of each correspondence, if any, sent to the Architect or any other consultant involved with the Project, and to any regulatory agencies.

1.04 ***Cooperation with the Owner.*** The CMAR agrees that its officers, associates, employees and subcontractors will cooperate with the Owner in providing the services under this Agreement and will be, with advance notice, available for consultation with the Owner at such reasonable times as to not conflict with the Owner's other responsibilities.

SECTION TWO
OWNER RESPONSIBILITIES

2.01 ***Project Manager.*** The Director of Public Works shall designate a Project Manager who will function as the Owner's Representative with respect to this Agreement. The Owner Representative shall have authority to define the Owner's policies with respect to the services of the CMAR. However, the Owner Representative is not authorized to change or waive any of the provisions set forth in this Agreement.

2.02 ***Access to Records.*** The Owner shall, without charge, furnish a copy to, or make available for examination or use by, the CMAR, as it may request, any documents and data which the Owner has available including, without limitation, reports, maps, plans, specifications, surveys, records, ordinances, codes, regulations, and other documents related to the services required under this Agreement. The Owner shall assist the CMAR in obtaining data and documents from public agencies and from private citizens and business firms whenever the Owner determines that such material is necessary for the completion of the services required by this Agreement.

2.03 ***Cooperation with CMAR.*** The Owner agrees that its officers and employees will cooperate with the CMAR in the performance of this Agreement and will be, with advance notice, available for consultation with the CMAR at such reasonable times as to not conflict with the CMAR's other responsibilities. The Owner shall provide access to the CMAR on to the Project site as may be required to perform the services under this Agreement.

SECTION THREE
CHANGES TO CMAR SERVICES

3.01 ***Requested Changes.*** The Owner may at any time, by written order, make changes in the services to be performed by the CMAR under this Agreement.

3.02 ***Adjustment of Compensation.*** If the change requested by the Owner causes an increase or decrease in the cost or time required to perform any of the services required under this Agreement, an equitable adjustment shall be made in the compensation to be paid to the CMAR under Section Seven, or in the performance schedule under Section Eight, or both, and this Agreement shall be modified in writing accordingly.

Each claim for adjustment under this Section must be asserted in writing as a fee dispute within thirty (30) days from the date of receipt by the CMAR of written notification of the change, unless the Owner grants in writing an extension. Failure to assert the claim within the time allowed herein shall constitute a waiver of all rights to seek any equitable adjustment in compensation with respect to that change. Upon final payment to the CMAR, the CMAR waives all rights to seek adjustment in compensation with respect to Project services, expenses, claims and changes.

SECTION FOUR
ADDITIONAL PRECONSTRUCTION SERVICES OF CMAR

4.01 ***Additional Preconstruction Services.*** The CMAR shall provide the additional preconstruction services described under Exhibit "B" (Additional Preconstruction Services) if, and only if, so requested in writing by the Owner. Payment for the additional preconstruction services will be made to the CMAR in accordance with Section Seven of this Agreement.

4.02 ***Attendance at Meetings or Public Hearings.*** The CMAR shall notify in writing the Owner in advance of any additional costs which may be incurred prior to attending any meetings or public hearings as may be necessary in connection with the services performed by the CMAR under this Agreement.

SECTION FIVE
SUBCONTRACTOR AGREEMENT

5.01 ***Subcontractor Provisions.*** If, with the approval of the Owner as required pursuant to Section 10.07 the CMAR enters into an agreement with a subcontractor for the performance of any of its obligations under this Agreement, the following provisions shall be included in each subcontractor agreement:

(i) The CMAR agrees to pay the subcontractor when paid by the Owner for that portion of the services provided to the Owner and that no liability arises on the part of the CMAR for payment of the subcontractor services until payment has been made by the Owner. If the Owner has paid the CMAR for the subcontractor services, the subcontractor's only recourse is against the CMAR and not against the Owner, either through the institution of legal or equitable action or the attachment of any lien.

(ii) The subcontractor shall have no more rights against the Owner than that of the CMAR.

(iii) The subcontractor agrees to be bound by the terms, conditions and obligation of this Agreement unless the Owner has approved any deviation, change or modification in writing.

SECTION SIX
TERM OF AGREEMENT

6.01 ***Term.*** This Agreement shall commence on the day it is approved by the Owner (which date shall be inserted in the introductory paragraph of this Agreement) and shall remain in force and effect until the Project is completed unless terminated earlier pursuant to Section 10.02 or 10.03. Such termination shall not release either party from any of its continuing obligations under this Agreement.

6.02 ***Disputes.*** This Section shall not be construed to preclude the filing of any dispute arising out of the performance of this Agreement or in connection with the subject matter hereof, nor shall this Section be construed to change the date or the time on which a cause of action arising out of the performance of this Agreement or in connection with the subject matter hereof, would otherwise accrue under the statutes of limitation or doctrines of law.

SECTION SEVEN
COMPENSATION AND TERMS OF PAYMENT

7.01 ***Compensation: Basic Preconstruction Services.*** For any services set forth in Exhibit "A" (Scope of Services), the Owner shall pay to the CMAR the fixed fee amount of $418,064.00.

7.02 ***Compensation: Additional Preconstruction Services.*** For any services not set forth in Exhibit "A" (Scope of Services), the Owner shall pay to the CMAR either a lump sum fee, or an hourly fee based upon the hourly fee schedule set forth in Exhibit "E" (Additional Preconstruction Services Compensation), whichever is agreed to by the parties, provided prior written approval for such services is given by the Owner's Purchasing & Contracts Manager.

7.03 ***Compensation: Reimbursable Expenses.*** The CMAR agrees that all direct and indirect expenses are included in the fixed fee for the Basic Services and the agreed upon compensation for any Additional Preconstruction Services, except as may be specifically allowed in Exhibit "E" (Additional Preconstruction Services Compensation).

7.04 ***Invoice.*** The CMAR may submit an invoice for payment of the fixed fee set forth in Exhibit "D" (Preconstruction Services Payment Schedule) based on the manner or method of payment set forth in Section 7.01 of this Agreement. The Owner's Representative will notify the CMAR of any problems regarding the invoice within fourteen (14) days from receipt thereof. If no response is received from the Owner's Representative within the aforementioned period of time, the CMAR may expect payment within a period of forty-five (45) days from the date of receipt by the Owner. If payment has not been received within the forty-five (45) days, the CMAR agrees to contact the Owner's Representative to resolve any problem for the delay. If the resolution of the delay is not satisfactory to the CMAR, the CMAR may submit a claim pursuant to Section 10.20A.

7.05 ***Right to Off-Set.*** The Owner's Representative may subtract or offset from any unpaid invoice from the CMAR any claims which the Owner may have for failure of the CMAR to comply with the terms, conditions or covenants of this Agreement, or any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the CMAR in the performance of the services under this Agreement including, without limitation, any error or deficiency in the report or other documents prepared by the CMAR. The Owner's Representative shall provide a written statement to the CMAR of the off-set which has been subtracted from any payment to the CMAR along with appropriate documentation and receipts, if any, and a description of the failure, error or deficiency attributed to the CMAR. If the CMAR disputes the right or amount of the off-set made by the Owner, the CMAR may file a claim pursuant to Section 10.20 of this Agreement.

7.06 ***Final Payment.*** Upon completion of the services required under this Agreement, and acceptance thereof by the Owner (which acceptance will not be unreasonably withheld), the CMAR will, within sixty (60) days of the Owner's acceptance, be paid the balance of any money due for such services.

SECTION EIGHT
PRECONSTRUCTION SERVICES PERFORMANCE SCHEDULE

8.01 ***Preconstruction Services Performance Schedule.*** The CMAR shall perform and complete the services required under this Agreement according to the schedule ("Preconstruction Services Performance Schedule") set forth in Exhibit "C". If the performance of services is delayed in the time period as outlined in Exhibit "C", the CMAR shall notify the Owner's Representative in writing of the reasons for the delay and include a plan which brings the CMAR performance into compliance with the Preconstruction Performance Schedule.

SECTION NINE
AUDIT: ACCESS TO RECORDS

9.01 ***Records.*** The Owner shall have the right to audit the CMAR books, records and other documents directly pertinent to the performance of this Agreement. The CMAR agrees to maintain books, records and other documents directly pertinent to performance of this Agreement in accordance with generally accepted accounting principles and practices. The CMAR shall also maintain the financial information and data used to prepare or support the invoices submitted to the Owner. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards, procedures and guidelines of the Owner, or its designated representative. The Owner, or its duly authorized representatives, shall have access to such books, records, and documents for the purpose of inspection, audit and copying. The CMAR will provide proper facilities for such access and inspection.

9.02 ***Disclosure.*** The CMAR shall be afforded the opportunity for an audit entrance and exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report, and that the final audit report will include the written comments, if any, of the CMAR.

9.03 ***Period of Maintenance.*** The books, records and other documents under Sections 9.01 and 9.02 of this Agreement shall be maintained for three (3) years after the date of the final payment for the services under this Agreement. In addition, those records and other documents which relate to any arbitration, litigation or the settlement of any claim arising out of this Agreement, or to which an audit exception has been taken, shall be maintained and made available until three (3) years after the date that the arbitration, litigation or exception has been resolved.

9.04 ***Subcontract Provisions.*** The CMAR agrees to include Sections 9.01 through 9.03 of this Agreement in all its subcontracts directly related to performance of services specified in this Agreement which are in excess of $10,000.

SECTION TEN
MISCELLANEOUS PROVISIONS

10.01 ***Suspension.*** The Owner may suspend, without cause, the performance by the CMAR under this Agreement for such period of time as the Owner, in its sole discretion, may prescribe by providing written notice to the CMAR. The suspension shall be effective as of the date set forth in the written notice. With such suspension, the Owner shall pay to the CMAR the reasonable value for the services performed as of the effective date of suspension less all previous payments. The CMAR shall not provide any further services under this Agreement after the effective date of suspension until otherwise notified in writing by the Owner. In no event shall the Owner be liable to the CMAR for services in excess of the percentage of the Project completed at the time of suspension.

If, after notice to resume performance has been given by the Owner, the suspension was for a period in excess of ninety (90) days, which has resulted in an increase in the performance of the Agreement to the CMAR and:

(i) the CMAR was not a contributing cause for the suspension,
(ii) the CMAR has not received an equitable adjustment under another provision of this Agreement, and
(iii) the CMAR could not mitigated the increase in the performance cost, then the CMAR unpaid fee shall be reviewed by the Owner and, if justified, equitably adjusted to provide for any additional expenses resulting from the suspension.

10.02 ***Termination for Convenience.*** The Owner reserves the right to terminate this Agreement without cause or default on the part of the CMAR with ten (10) days' prior written notification to the CMAR. Notification of the CMAR is deemed to have occurred on the date that the Owner either:

(i) faxes a copy of the notice to the CMAR to the fax number provided in the Section entitled "Notice" of the Agreement, or

(ii) deposits written notification with the United States Postal Service, postage prepaid, and addressed to the party and location contained in the Section entitled "Notice" of the Agreement.
(iii) In the event of termination, without cause or default, the Owner agrees to pay to the CMAR the reasonable value for the services performed as of the date that notification of termination is received by the CMAR. In no event shall the Owner be liable to the CMAR for services in excess of the percentage completed at the time of termination.

10.03 ***Termination for Cause.***

A. ***Default.*** The occurrence of any of the following events shall constitute a default by the CMAR hereunder (herein "Event of Default"):

(i) the CMAR defaults in the due observance and performance of any term, condition or covenant contained in this Agreement;
(ii) the CMAR (a) voluntarily terminates operations or consent to the appointment of a receiver, trustee or liquidator of the CMAR for all or a substantial portion of its assets, (b) is adjudicated bankrupt or insolvent or files a voluntary petition in bankruptcy, or admits in writing to the inability to pay its debts as they become due, (c) make a general assignment for the benefit of creditors, (d) file a petition or answer seeking reorganization or an arrangement with creditors or take advantage of any insolvency law, or (e) if action shall be taken by the CMAR for the purpose of effecting any of the foregoing;
(iii) any warrant, execution or other writ is issued or levied upon any property or assets of the CMAR and continues unvacated and in effect for a period of thirty (30) days; or
(iv) the CMAR, in the judgment of the Owner, fails to provide the services hereunder properly and with proper dispatch in accordance with the time schedule set forth in this Agreement; and
(v) the default is continuing five (5) days after written notice is given to the CMAR pursuant to Section 10.18.

B. ***Owner's Rights.*** Upon the occurrence of an Event of Default the Owner may, without prejudice to any other right or remedy it may have at law or equity:

(i) Terminate this Agreement, suspend payment of all pending invoices otherwise due to the CMAR hereunder, and finish this Agreement by such means as deemed appropriate by the Owner, reserving the right to deduct from any balance due CMAR the cost of completing this Agreement. In the event the cost of finishing the CMAR performance of this Agreement exceeds the balance due the CMAR, the excess shall be paid by the CMAR to the Owner within five (5) days of invoicing by the Owner, or
(ii) Terminate this Agreement, and the obligations imposed hereunder, including the obligation of any further payment for the services of the CMAR except for the reasonable value for the services performed to the date of termination.

In the event that the Owner elects to implement (i) above, the costs and expenses of completion, this Agreement shall be computed and audited by the Owner's designated representative. The audit shall be conducted in accordance with generally accepted accounting principles and the cost thereof shall be paid by the CMAR.

10.04 ***Ownership of Documents.***

A. Except for Consultants and subconsultants regulated under NRS Chapter 623, any and all test results, evaluations, reports, plans, drawings, specifications, studies and other documents (including magnetic or electronic media) prepared or assembled by the CMAR or any of its subcontractors which are related to the performance of this Agreement are deemed to be the property of the Owner. In the event of completion or termination of this Agreement, the Owner reserves the right to require delivery of any and all test results, evaluations, reports, plans, drawings, specifications, studies and other documents (including magnetic or electronic media) not in its possession. The CMAR shall be entitled to retain a reproducible copy of such test results, evaluations, reports, plans, drawings, specifications, studies and other documents furnished to the Owner.

B. The test results, evaluating reports, plans, drawings, specifications, studies or other documents (including magnetic or electronic media) which are given, prepared or assembled by the CMAR or subcontractors under this Agreement shall not be made available to any individual or organization without the prior written consent of the Owner. Except for marketing pamphlets and submittals to clients, the CMAR shall not publish, submit for publication, or publicly display the Project without the written consent of the Owner.

10.05 ***Insurance.*** The CMAR shall procure and maintain, at its own expense, during the entire term of the Contract, the following coverage(s):

A. Workmen's Compensation Insurance. Workers' Compensation Insurance protecting the CMAR and the City from potential Company employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive. If CMAR is a sole proprietor, it will be required to submit an affidavit indicating that the company has elected not to be included in the terms, conditions and provisions of NRS 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.

B. Commercial General Liability Insurance. Commercial General Liability Insurance (bodily injury, property damage) with respect to the Company's agents assigned to the activities performed under this Contract in a policy limit of not less than $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate, for bodily injury (including death), personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form.

C. Automobile Liability Insurance. Commercial Automobile Liability Insurance of limits no less than $1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Company and any auto used to the performance of services under this Contract. The policy must insure all vehicles **owned** by the Company and include coverage for **hired** and **non-owned** vehicles.

D. Acceptable Insurance Company. The insurance company providing any of the insurance coverage required herein shall have a Best's Key rating of A VII or higher, (i.e., A VII, A VIII, A IX, A X, etc.) and shall be subject to approval by the Owner. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance.

E. *Certificates and Endorsements.* CMAR must provide required insurance documentation to Insurance Tracking Services (ITS) immediately upon notification of selection. Award is conditional upon verification by ITS that all insurance requirements have been met. All policy certificates and endorsements are required to be an agent authorized by that insurer and who is licensed by the State of Nevada. All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number and the Contract description. The CMAR shall maintain coverage for the duration of this Contract, and any renewal periods, if applicable. The CMAR shall annually provide ITS with a certificate of insurance as evidence that all insurance requirements have been met. The CMAR and/or insurance carrier shall provide the Owner with a 30 day advance notice of policy modification, cancellation or erosion of insurance limits, sent by certified mail "return receipt requested".

Submit certificates of insurance to:

City of Las Vegas	Account Manager: Michael Palacios
C/O Insurance Tracking Services, Inc. (ITS)	Phone: (888) 435-2955 ext.
P.O. Box 21919	503Fax: 562-435-
Long Beach, CA 90801	2999Email: michael.palacios@instracking.com

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required herein shall be provided to the Owner if so requested.

F. Additional Insured. The City, its Mayor and Councilmen, officers, employees, and agents shall be named as additional insureds and such notation shall appear on the certificate of insurance furnished by the CMAR's insurance carrier. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance.

G. Premiums, Deductibles and Self-Insured Retentions. The CMAR shall be responsible for payment of premiums for all of the insurance coverages required under this Section 10. The CMAR further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the CMAR is responsible hereunder, the CMAR shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $10,000 in the Contractor insurance must be declared and approved by Owner.

H. Cancellation or Modification of Coverage. Each insurance policy supplied by the CMAR shall automatically include or be endorsed to cover the CMAR contractual liability to the Owner under this Agreement, to waive subrogation against the Owner, its officers, agents, servants and employees, and to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after ten (10) days written notice in the case of non-payment of premiums, or thirty (30) days written notice in all other cases, has been given to the Owner by certified mail, return receipt requested. This notice requirement does not waive the insurance requirements contained herein. If the CMAR fails to carry the required insurance, the Owner may (i) order the CMAR to stop further performance hereunder, declare the CMAR in breach, pursuant to Paragraph 10.03, terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the CMAR or charge the replacement insurance costs back to the CMAR.

I. Renewal Policies. The CMAR shall promptly deliver to ITS a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to ITS not less than 30 days prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof.

J. No Recourse. There shall be no recourse against Owner for the payment of premiums or other amounts with respect to the insurance required from the CMAR under this Section 10.

K. Period of Coverage. If the insurance coverage is underwritten on a "claims made" basis, the retroactive date shall be prior to or coincident with the date of this Agreement and the Certificate of Insurance shall state that coverage is "claims made" and the retroactive date. Upon availability, the CMAR shall maintain coverage for the duration of this Agreement and for two years following completion of this Agreement. The CMAR shall provide the Owner annually a Certificate of Insurance as evidence of such insurance.

L. Waiver of Subrogation. The CMAR shall also provide a waiver of subrogation for the General Liability, Automobile and Workman's Compensation Policies. **This waiver must be given by endorsement.**

M. Subcontractor or Subconsultant. Any subcontractor or subconsultant approved by the Owner shall be required to procure, maintain and submit proof of insurance to ITS of the same insurance requirements as specified above, and as required in this paragraph.

N. Additional Insurance. The CMAR is encouraged to purchase any additional insurance as it deems necessary.

O. Remedy of Outstanding items. The CMAR is required to remedy all injuries to persons and damage or loss to any property of the Owner, caused in whole or in part by the CMAR, its subcontractors or anyone employed, directed or supervised by the CMAR.

10.06 ***Indemnity.*** Notwithstanding any of the insurance requirements set forth in Section 10.05, and not in lieu thereof, the CMAR shall defend, indemnify and hold the City, its Mayor, Councilmen, officers, employees and agents (herein the "Indemnities"), harmless from any and all claims (including, without limitation, patent infringement and copyrights claims), damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards or any other form of liability (including, without limitation, reasonable attorney fees and court costs) (collectively herein the "Claims") to the extent that such Claims are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the CMAR, its employees, subcontractors, agents or anyone employed the CMAR's subcontractors or agents, in the performance of this Agreement.

As part of its obligation hereunder, the CMAR shall, at is own expense, defend the Indemnitees against the Claims brought against them, or any of them, which is caused by the negligence, errors, omissions, recklessness or intentional misconduct of the CMAR, its employees, subcontractors or agents, for and against which the CMAR is obligated to indemnify the Indemnitees pursuant to this Section, unless the Indemnitees, or any of them elect to conduct their own defense which, in such case, shall not relieve the CMAR of its obligation of indemnification set forth herein. If the CMAR or the CMAR's insurer fails to defend the Indemnities as required herein, the Indemnitees shall have the right, but not the obligation, to defend the same and, if the CMAR is adjudicated by the trier of fact to be liable, the CMAR agrees to pay the direct and incidental costs of such defense (including attorney fees and court costs) which is proportionate to the liability of the CMAR.

As used in this Section 10.06, "agents" means those persons who are directly involved in and acting on behalf of the City or the CMAR, as applicable, in furtherance of the contract or the public work to which the contract pertains.

10.07 ***Assignment.*** The Owner and the CMAR each bind itself and its partners, successors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement, except the CMAR shall not assign, sublet or transfer any

obligation or benefit under this Agreement without the written consent of the Owner. Nothing contained herein shall be construed as creating any personal liability on the part of any officer or agent of the Owner.

10.08 ***Waiver.*** No consent or waiver, express or implied, by either party to this Agreement, or of any breach or default by the other in the performance of any obligations hereunder, shall be deemed or construed to be a consent or waiver of any other breach or default by such party hereunder. Failure on the part of any party hereto to complain of any act, or failure to act of the other party, or to declare that other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder. Inspection, payment, or tentative approval or acceptance by the Owner or the failure of the Owner to perform any inspection hereunder, shall not constitute a final acceptance of the Work or any part thereof and shall not release the CMAR of any of its obligations hereunder.

10.09 ***CMAR Warranties.*** The CMAR hereby represents and warrants:

(i) That it is financially solvent, able to pay its debts as they mature, and is possessed of sufficient working capital to complete this Agreement; that it is experienced, competent, qualified and able to furnish the plant, tools, materials, supplies, equipment and labor which is used to perform the services contemplated by this Agreement, and that it is authorized to do business in the State of Nevada.

(ii) That it holds a license, permit or other special license to perform the services included in this Agreement, as required by law, or employs or works under the general supervision of the holder of such license, permit or special license.

(iii) That its computer hardware, software, and firmware will continue functioning without interruption, and will continue to accurately process date, time, and data necessary to the performance of this Agreement.

10.10 ***CMAR Employees.*** The CMAR shall be responsible for maintaining satisfactory standards of competency, conduct and integrity, of personnel assigned to the Project, and shall be responsible for taking such disciplinary action with respect to such personnel as may be necessary. In the event the CMAR fails to remove any employee from the Work of this Agreement whom the Owner deems incompetent, careless or insubordinate, or whose continued employment on the Work is deemed by the Owner to be contrary to the public interest, the Owner reserves the right to require such removal as a condition for the continuation of this Agreement.

10.11 ***Independent Contractor.*** It is hereby expressly agreed and understood that in the performance of the services required herein, the CMAR and any other person employed by him hereunder shall be deemed to be an independent contractor and not an agent or employee of the Owner.

10.12 ***Applicable Law.*** This Agreement shall be construed and interpreted in accordance with the laws of the State of Nevada.

10.13 ***Compliance with Laws.*** The CMAR shall in the performance of its obligations hereunder comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Agreement including, without limitation, the Federal Occupational Health and Safety Act and all state and federal laws prohibiting and/or related to discrimination by reason of race, sex, age, religion or national origin.

10.14 ***Severability.*** In the event that any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the parties hereto.

10.15 ***Confidentiality.*** The CMAR shall treat the information relating to the Project, which has been produced by the CMAR or provided by the Owner, as confidential and proprietary information of the Owner and shall not permit its release to other parties or make any public announcement or publicity release without the Owner's written authorization. The CMAR shall also require each subcontractor to comply with this requirement.

10.16 ***Site Inspection.*** The CMAR represents that it has visited the location of the Project and has satisfied itself as to the general condition thereof and that the CMAR compensation as provided for in the Agreement is just and reasonable compensation for performance hereunder including reasonably foreseen and foreseeable risks, hazards and difficulties in connection therewith based on such above-ground observations.

10.17 ***Modification.*** All modification or amendments to this Agreement are null and void unless reduced in writing and signed by the parties hereto.

10.18 ***Notice.*** Any written notice required to be given under Sections 1.01 through 10.24 of this Agreement shall be deemed to have been given when the written notice is (i) received by the party to whom it is directed by personal service (ii) telephonically faxed to the telephone number below provided confirmation of transmission is received by the sender, or (iii) deposited with the United States Postal Service, postage prepaid, addressed as follows:

CITY: Manager, Purchasing & Contracts
City Hall, 1st Floor
400 Stewart Avenue
Las Vegas, NV 89101

and

Director of Public Works
City Hall, 4th Floor
400 Stewart Avenue
Las Vegas, NV 89101

CMAR: Las Vegas Paving Corporation
Ryan Mendenhall
4420 South Decatur Blvd
Las Vegas, NV 89103

10.19 ***Prohibition Against Contingent Fees.*** The CMAR warrants that no person or entity has been employed or retained to solicit or secure this Agreement with the Agreement or understanding that a commission, percentage, brokerage or contingent fee would be paid to that person. For breach or violation of this provision, the Owner shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation to be paid to the CMAR, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

10.20 ***Claim or Dispute Resolution.***

A. ***Notice of Claim or Dispute.*** For each claim or dispute which the CMAR has against or with the Owner, notice thereof must be submitted in writing to the Owner's Representative within a reasonable time after the claim or dispute arises, but no later than thirty (30) days after final payment is made to the CMAR. The Owner's Representative and the CMAR Representative shall meet within a reasonable time after receipt of the written notice in an attempt to resolve the claim or dispute to the mutual satisfaction of the parties. The purpose of written notification is to place the Owner on notice so that proper measures can be taken to properly defend against the claim or dispute, and the failure to give such notice shall preclude the CMAR from subsequently arbitrating that particular claim or dispute pursuant to Section 10.20C of this Agreement, and the CMAR shall have no further recourse against the Owner.

B. ***Resolution by Management.*** Any claim or dispute described in Section 10.20A of this Agreement which is not disposed of by mutual agreement between the Owner's Representative and the CMAR Representative shall be decided by the Director of Public Works, whose decision shall be reduced to writing and mailed or otherwise furnished to the CMAR. The decision of the Director of Public Works shall be final and conclusive unless, within thirty (30) days after the date on which the CMAR receives its copy of such decision, the CMAR mails or otherwise furnishes to the Director of Public Works a written request to arbitrate the claim or dispute, in which event the parties shall proceed with the arbitration pursuant to provisions of Section 10.20B. Pending the final decision on the claim or dispute under this Section 10.20B or Section 10.20C, the CMAR shall proceed diligently with the performance of this Agreement.

C. ***Resolution by Arbitration.*** Upon receipt of the request to arbitrate authorized pursuant Section 10.20B, the Owner and the CMAR shall come to an agreement as to the appointment of an arbitrator for purposes of hearing the appeal. If the parties cannot reach such an agreement, then each party shall select an arbitrator for purposes of the appeal, and the two shall select a third arbitrator within 20 days of their appointment. If the selected arbitrators are unable to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association or the Nevada Arbitration Association, whichever is designated by the Owner for such selection. The decision of the arbitrator,

or arbitrators, as the case may be for the determination of the appeal, shall be final and conclusive. Each party shall be afforded an opportunity to be heard and to offer evidence in support of or against the appeal. Any decisions resulting from the arbitration shall be binding and enforceable under the laws of the State of Nevada.

D. ***Right of Consolidation.*** Any arbitration arising out of or relating to this Agreement may include, by consolidation, joinder or in any other manner, any additional party or parties who are not a party to this Agreement if so requested by the Owner or the CMAR. Any consent to arbitration involving an additional party or parties shall not constitute consent to arbitrate any claim or dispute not described as a part of the original arbitration unless otherwise agreed to by the parties.

E. ***Right of Joinder.*** In the event the Owner is named as a party to any arbitration, or the Owner commences an arbitration against a party other than the CMAR, which action arises out of, results from or is connected with the construction of the Project or the performance of the CMAR services hereunder, the CMAR agrees and irrevocably consents to be joined as a party in the arbitration proceeding and to be bound by any decision resulting therefrom. The consent to be included as part of the arbitration includes the consent that any decision resulting therefrom shall be binding and enforceable against the Parties thereto under the laws of the State of Nevada. None of the time provisions imposed under Section 10.20 A shall apply to the joinder rights provided herein in such a way as to preclude the Owner from joining the CMAR as a party to the arbitration proceeding which the Owner commences or is named as a party thereto.

If the CMAR is named as an additional party by the Owner, the CMAR shall not be entitled to any additional compensation from the Owner as a result of preparing for, and participating in, the arbitration.

F. ***Discovery.*** In the event of arbitration, the parties agree that all means of discovery including, but not limited to, depositions and interrogatories, will be afforded to the parties involved in the arbitration, and the appointed arbitrator shall have all authority to impose sanctions against either party for failing to comply with the rules of discovery provided under the Nevada Rules of Civil Procedure.

G. ***Award Final.*** The award rendered by the arbitrator shall be final, and judgment may be entered upon its accordance with applicable law in any court having jurisdiction thereof.

H. ***Mediation.*** By mutual written consent, in addition to and prior to arbitration, the parties may endeavor to settle disputes by mediation in accordance with the mediation rules of the mediation service agreed by the parties. The notice of arbitration shall be tolled from the date written request for mediation is received by either party from the other party through the date that the mediation request is either rejected, or the mediation is completed.

10.21 ***Attorney Fees.*** The prevailing party in any litigation or arbitration brought to enforce the provisions of this Agreement shall be entitled to reasonable attorney fees and court costs.

10.22 ***Calendar Day.*** All references in this Agreement to days are to calendar days unless otherwise indicated.

10.23 ***Counterpart Signatures.*** This Contract may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

10.24 ***Exhibits.*** All exhibits referenced in this Agreement are hereby incorporated by this reference as a part of this Agreement.

CITY OF LAS VEGAS

KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

John S. Ridilla 9/22/10

Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

CMAR

Las Vegas Paving Corporation

"Company"

EXHIBIT A – SCOPE OF SERVICES

I. General Requirements

The Construction Manager shall perform the services described herein. Deliverables resulting from these services are identified in **Exhibit H**, "Required Deliverables", which shall be further reviewed and revised after award of the Agreement to assure alignment with the design consultant schedule.

The Construction Manager will comply with the provisions of NRS 338.020 to 338.090, inclusive as it relates to the Pre-Construction phase of the Project.

The Construction Manager will complete all the work required during the Pre-Construction phase as defined in **Exhibit C**, "Pre-Construction Services Performance Schedule", or as revised by mutual agreement by the Parties.

The Construction Manager shall be responsible for ensuring that all Pre-Construction services are completed in a satisfactorily manner.

II. Design and Construction Meetings

The Construction Manager and appropriate Key Personnel will attend Design and Construction Meetings with the Owner and Key Project consultants. The Construction Manager will produce and distribute meeting minutes to all parties in attendance as well as copies to all associated members no later than five (5) business days following such meetings.

III. Constructability Reviews

The Construction Manager will perform constructability reviews of the plans and specifications to provide the Owner comprehensive, detailed feedback and design recommendations to the Owner during the design development and construction document stages of the Project. The constructability reviews will provide coordination between disciplines and incorporate local construction practices, methods, materials, quality planning, "lessons learned", and identify deficiencies in the construction documents as a proactive means of influencing bid package scope and subcontractor change order reduction. Constructability reviews will include coordination between trades, sequencing, scheduling, cost effectiveness, omissions and/or discrepancies, phasing, ease of construction, technology capability, coordination of building systems, and any other material of ease of construction suggestions that will improve the overall Project. The Construction Manager will engage its superintendents, project managers, and engineers in this effort.

Constructability reviews will be performed concurrent with each major design submittal (i.e., 70% and 90%) and completed within three weeks. The Construction Manager will provide timely feedback to mitigate costly rework of design. Recommendations and results will be logged and tracked for incorporation into the Contract Documents.

IV. Alternative Technical Concepts

The Construction Manager will provide Alternative Technical Concepts (ATCs) in order to evaluate alternate materials, equipment, life cycle analysis and means-and-methods. This ATC product will be continually performed and presented to the Project Team for consideration for its incorporation into the Project during design. In the event of projected cost overruns, the Construction Manager will perform cost studies and estimating for alternative solutions to reduce Project cost. ATCs will be a continuous effort and the Construction Manager will incorporate this effort into the day-to-day routine of the Project and at Design and Construction Meetings. The Construction Manager will incorporate ATCs in the plans for subcontractor input.

V. Project Planning and Logistics

The Construction Manager shall develop a project plan and approach to build the Project. This approach will be spear-headed by the lead Project Manager with considerable input from the Construction Manager Superintendent to schedule and estimate the work, which shall address site logistics, soil and environmental conditions, infrastructure, parking, staging, and adjacent construction projects within the Valley View and Jones corridors. The project planning and logistics effort will initiate upon award of the Agreement in the design and construction meetings and will be updated with the flow of adjacent parameters. The Construction Manager will perform subsurface utility exploration and will develop a Utility Designation Plan for review by the Owner and Engineer team. In addition, the Construction Manager will prepare a Utility Conflict Schedule.

VI. Scheduling

The Construction Manager will take a lead role in incorporating all consultant schedules into the overall pre-construction schedule. The Construction Manager will be the primary responsible party for this document and take ownership of delivering the Project on time. The Construction Manager will establish the pre-construction milestones early and develop a pre-construction schedule for all deliverables and work product, including, but not limited to, utility coordination and identification of long lead scope items. The construction schedule will be a major focus and shall be completed and included in the initial subcontractor bid packages. Formal major monthly updates will be performed throughout the pre-construction phase.

VII. Estimating

The Construction Manager will use its roadway construction background, Las Vegas experience, and market knowledge to develop and yield accurate costing information. The Construction Management team will use this information for development of Project documents, material selections and to assist in making critical budget decisions and providing accurate estimates.

Estimates will be developed and updated with each deliverable from the architect/engineer team. The Construction Manager will provide numerous mini-estimates and cost studies during pre-construction to assist the Owner and Engineer team in important "component" decisions being considered for incorporation into the Project.

The Construction Manager will provide the Owner with a preliminary and final Guaranteed Maximum Price as a deliverable pursuant to **Exhibit H**, "Required Deliverables."

VIII. Project Controls

The Construction Manager will develop tools specifically tailored to the Project to gather, log and report critical information to keep the Owner informed throughout the term of the Agreement. This information will be readily available to the entire Project Team.

The Construction Manager will discuss Project control tools and options in the initial kick-off meeting and will work within reasonable guidelines established for the Project.

IX. Subcontracting

The Construction Manager will provide significant efforts to determine and invite qualified bidders to all trades of the Project generating subcontractor interest, soliciting bidders and performing prequalification, including outreach efforts for minority, woman/DBE subcontractors, suppliers and vendors. The Construction Manager will maintain a subcontractor database for the Project to ensure that the bid packages will be received and responded to and will develop reporting procedures to enable tracking of minority, women/DBE contract awards, including composition of subcontractor workforce.

X. Quality Control

The Construction Manager will analyze the documents to determine the optimum means and methods for the materials and equipment specified, and will develop inspection plans, checklists and a commissioning plan for major systems.

XI. Public Outreach Plan

The Construction Manager will develop a public outreach plan to be used to communicate with road users, the general public, area residences and business and appropriate public entities about the project, road conditions in the work zone, and safety and mobility effects of the work zone. The Construction Manager will be responsible for implementation of the public outreach plan before construction commences.

EXHIBIT B – ADDITIONAL PRE-CONSTRUCTION SERVICES

None authorized as of the date of this Agreement. Future within Additional Services Authorizations may be issued by the Owner in accordance with the provisions set forth in Section Four, "Additional Pre-Construction Services" and in Exhibit E, "Additional Pre-Construction Services Compensation."

EXHIBIT C – PRE-CONSTRUCTION SERVICES PERFORMANCE SCHEDULE

I. The schedule for deliverables is preliminary and will be finalized with the Design Team after award of the Agreement:

Responsibility Matrix	Two Weeks after NTP
Establish Master Report Format	Two Weeks after NTP
Master Report	Three Weeks after 70% and 90% Submittals
Quantities/Cost Estimates	Three Weeks after 70% and 90% Submittals
Utility Conflict Schedule	Three Weeks after 70% and 90% Submittals
Utility Designation Plan	Three Weeks after 70% and 90% Submittals
Public Outreach Plan	By 70% Plan Submittal
Implementation of Public Outreach Plan	By 90% Plan Submittal

II. Attend Design and Construction Meetings

Prepare Meeting Minutes	Within 5 business days after Meeting

EXHIBIT D – PRE-CONSTRUCTION SERVICES PAYMENT SCHEDULE

The Owner will pay the Construction Manager a fixed fee in the amount of $418,064, pursuant to Section 7.01, for the performance of services in accordance with this Agreement in eight (8) equal payments through the term of the Agreement. The Construction Manager may submit a monthly invoice requesting payment of the installment fee set forth below, except that the final invoice shall not be submitted until all of the services required to be performed by the Construction Manager under this Agreement have be completed.

Item	Description	Quantity	Installment Fee	Total Fixed Fee
1	Pre-Construction Services	8	$52,258	$418,064

EXHIBIT E – ADDITIONAL PRE-CONSTRUCTION SERVICES COMPENSATION

For any additional services performed under this Agreement, the Owner will pay the Construction Manager the agreed upon fixed fee which shall be determined by the labor rates and fee set forth in the Fee Structure Proposal dated 09/21/2010, and the estimated time to complete the additional services requested by the Owner. The fixed labor rates and fee are claimed by Construction Manager to be propriety information in accordance with Section 10.15 "Confidentiality". The Fee Structure Proposal dated 09/21/2010 is filed separately in the City's Purchasing and Contracts Division, and is incorporated herein by reference.

EXHIBIT F – KEY PERSONNEL LIST OF PRE-CONSTRUCTION SERVICES

Owner Representative: John O'Connell

Project Manager: Rosa Cortez, P.E.

The Construction Manager has assigned the following Key Personnel to the Project. Such Key Personnel are subject to the provisions of Section One, Paragraph 1.02.

Name	Position
Ryan Mendenhall	Project Manager
Ronald Riddels, Jr.	Cost Estimation
Jim Caviola, P.E., P.T.O.E.	Bidability/Constructability/Design
Mike Colety, P.E.	Bidability/Constructability/Design
Steven Stembridge	Lead Scheduler
Ben Romero	Safety Manager
Josh Turnes	Project Superintendent
Ron Riddels, Sr.	Electrical Superintendent
Larry Sharp	Quality Manager
Andy Michalsky, P.E.	Project Field Engineer
Scott Havens	Maintenance of Traffic (MOT) Manager

EXHIBIT G
CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

Block 1 Contracting Entity	**Block 2** Description
Las Vegas Paving Corporation	**CMAR Pre-Construction Services, Jones & Valley View Corridor Improvements**
Name 4420 S. Decatur Blvd	
Address **Las Vegas, NV 89103**	
Telephone **(702) 251-5800**	
EIN or DUNS **88-0072823**	**Contract No. 11.1730.05-LED**

Block 3 **Type of Business**

☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation ☐ Trust ☐ Other:

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 **Disclosure of Ownership and Principals**
In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	**Mendenhall Family Trust**	**4420 S. Decatur, LV, NV 89103**	**(702) 251-5800**
2.	**Robert L. Mendenhall**	**4420 S. Decatur, LV, NV 89103**	**(702) 251-5800**
3.			
4.			
5.			
6.			
7.			
8.	***Please see attached sheet for**	**Corporate Officers and Director.**	
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 1.

Block 5 **DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE**

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity

_____
Name

September 21, 2010
Date

Subscribed and sworn to before me this 21 day of September, 2010

_____
Notary Public

Notary Public - State of Nevada
County of Clark
CHRISTINE WALDRON
My Appointment Expires
No: 08-7817-1 June 6, 2012

LAS VEGAS PAVING CORPORATION

Corporate Officers & Directors

8/2/2010

Robert L. Mendenhall	CEO / Chairman
Jay Smith	President / Director
Robert T. Mendenhall	V. President / Director
Marc Mendenhall	Secretary / Treasurer / Director
Lori Mendenhall	Director
Bill Wellman	Director
Rick Ewing	Director
Corey Newcome	Director
Clark Webster	Director
Dan Peressini	Director
Jim Barker	Director / General Counsel
Ryan Mendenhall	Director
Josh Mendenhall	Director

EXHIBIT H – REQUIRED DELIVERABLES

I. Specific deliverables anticipated for the Pre-Construction Phase of this Project include:

a. Responsibility Matrix

b. Master Report
   i. Constructability Review
   ii. Alternative Technical Concepts
   iii. Project Milestone Summary
   iv. Master Schedule (with Construction Phasing Plan)
   v. Long Lead Procurement Plan

c. Quantities/Cost Estimates

d. Utility Conflict Schedule

e. Utility Designation Plan

f. Budget Report

g. Subcontractor/Bidder's List

h. RFI Log

i. Submittal Log

j. Minority/DBE Outreach Plan, and Reporting

k. Project Quality Control Plan, and Reporting

l. Project Safety Plan, and Reporting

m. Public Outreach Plan

n. Preliminary and Final GMP

II. Attend Design and Construction Meetings

a. Prepare Meeting Minutes

EXHIBIT G
CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

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Telephone **(702) 251-5800**	
EIN or DUNS **88-0072823**	**Contract No. 11.1730.05-LED**

Block 3 **Type of Business**

☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation ☐ Trust ☐ Other:

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 **Disclosure of Ownership and Principals**
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3.			
4.			
5.			
6.			
7.			
8.	*Please see attached sheet for	Corporate Officers and Director.	
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 1.

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Date of Attached Document: _____ Number of Pages: _____

I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity

_____
Name

September 21, 2010
Date

Subscribed and sworn to before me this 21 day of September, 2010

_____
Notary Public

Notary Public - State of Nevada
County of Clark
CHRISTINE WALDRON
My Appointment Expires
June 6, 2012
No: 08-7817-1

LAS VEGAS PAVING CORPORATION

Corporate Officers & Directors

8/2/2010

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Jay Smith	President / Director
Robert T. Mendenhall	V. President / Director
Marc Mendenhall	Secretary / Treasurer / Director
Lori Mendenhall	Director
Bill Wellman	Director
Rick Ewing	Director
Corey Newcome	Director
Clark Webster	Director
Dan Peressini	Director
Jim Barker	Director / General Counsel
Ryan Mendenhall	Director
Josh Mendenhall	Director

City of Las Vegas Agenda Item No.: **44.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 6, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of award of Agreement No. 110040-DC, Construction Manager as Agent for Vegas Valley Drive Sewer Rehabilitation located at Vegas Valley Drive from Sloan Lane to outside the City of Las Vegas Water Pollution Control Facility - Department of Public Works - Award recommended to: VTN NEVADA ($290,100 - Sanitation Enterprise Fund) - County

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $290,100
Funding Source: Sanitation Enterprise Fund
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This agreement provides for full service construction management for the Vegas Valley Drive sewer rehabilitation project. The consultant will provide pre-construction, construction and close-out services which will include, but are not limited to, general oversight of daily construction administration, inspection and testing, document reviews, meetings and other project related work. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: D. Collins
POC: Ken Gilbreth, P.E. - (702) 247-4020

RECOMMENDATION:
That City Council approve award of Agreement No. 110040-DC, Construction Manager as Agent for Vegas Valley Drive Sewer Rehabilitation to VTN Nevada in the amount of $290,100. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Certificate - Disclosure of Ownership/Principals
2. Agreement No. 110040-DC

EXHIBIT "G"

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

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Block 1 **Contracting Entity**
Name VTN Nevada
Address 2727 S Rainbow Blvd. Las Vegas, NV 89146
Telephone 702-247-4020
EIN or DUNS

Block 2 **Description**
Subject Matter of Contract/Agreement: Vegas Valley Drive Sewer
RFP #:

Block 3 **Type of Business**							
☐	Individual	☐	Partnership	☐	Limited Liability Company	X	Corporation

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 Disclosure of Ownership and Principals

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Gene Krametbauer, PLS	2727 S Rainbow Blvd Las Vegas, NV 89146	702-873-7550
2.	Ken Gilbreth, PE	2727 S Rainbow Blvd Las Vegas, NV 89146	702-247-4020
3.	James Thomas, PE	2727 S Rainbow Blvd Las Vegas, NV 89146	702-873-7550
4.	Christopher Grubbs, PE	2727 S Rainbow Blvd Las Vegas, NV 89146	702-873-7550
5.	Robert Hosea, PE	2727 S Rainbow Blvd Las Vegas, NV 89146	702-873-7550
6.	Anthony Zicari, PLS	2727 S Rainbow Blvd Las Vegas, NV 89146	702-873-7550
7.	Mark S. Cormier, PLS	2727 S Rainbow Blvd Las Vegas, NV 89146	702-873-7550
8.	David L. Edwards, PE	2727 S Rainbow Blvd Las Vegas, NV 89146	702-873-7550
9.	Jeffrey N. Griost, PE	2727 S Rainbow Blvd Las Vegas, NV 89146	702-247-4020
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: _____

Block 5 Disclosure of Ownership and Principals - Alternate

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

JOSEFA ECK
Notary Public State of Nevada
No. 06-102636-1
My appt. exp. Jun. 12, 2014

_____
Name

6-5-10
Date

Subscribed and sworn to before me this 5th day of August, 2010.

_____
Notary Public

CONSTRUCTION MANAGER AS AGENT AGREEMENT
FOR
VEGAS VALLEY DRIVE SEWER REHABILITATION

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the **CITY OF LAS VEGAS**, a municipal corporation within the State of Nevada (herein the "City") whose address is **400 Stewart Avenue, Las Vegas, Nevada 89101**, and fax number is **(702) 382-3232**, and **VTN NEVADA**, (the "Consultant"), a **Corporation**, whose address is **2727 South Rainbow Boulevard, Las Vegas, Nevada 89146**, and fax number is **(702) 247-4262**.

WITNESSETH:

WHEREAS, the City intends to construct the **Vegas Valley** Drive Sewer Rehabilitation (herein the "Project"); and

WHEREAS, the Consultant is properly licensed pursuant to NRS Chapter 338, 623, 623A, 624, or 625, whichever is legally required for the services to be provided within the State of Nevada, and if applicable to the Consultant's business organization, is in compliance with NRS 623.349 for architects, interior designers, and residential designers and NRS 623A.250 for landscape architects, which requires that control and no less than two-thirds ownership of the business organization or association be held by persons registered or licensed in the State of Nevada pursuant to NRS Chapters 623, 623A, or 625, and possesses the special knowledge, skills and expertise to perform the services hereinafter set forth within the time required under this Agreement;

WHEREAS, with respect to the Project, the City intends to retain a qualified and licensed contractor (herein the "Contractor") to construct the Project having been designed and engineered by professional architects and engineers;

WHEREAS, the Consultant has not and will not take part in the design or construction of the Project;

WHEREAS, the Consultant will not be assuming the Contractor's overall responsibility for ensuring the Project is completed in a satisfactory manner, or the Contractor's responsibility for the cost, quality or timely completion of the construction;

WHEREAS, the City desires to retain the services of a qualified consultant to assist the City in the management of the construction of the Project; and

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree to the following terms, conditions and covenants set forth in Sections One through Ten hereof:

SECTION ONE
CONSULTANT RESPONSIBILITIES

1.01 ***Description of Consultant's Services.*** For the compensation set forth in Section Seven, the Consultant hereby agrees to perform the basic services set forth in the Scope of Services, **Exhibit "A"** attached hereto and incorporated herein as a part of this Agreement and, if so requested, the additional services set forth in the Additional Compensation, **Exhibit "E"** attached hereto and incorporated herein as a part of this Agreement and to provide the submittals described in the Required Submittals **Exhibit "B,"** attached hereto.

1.02 ***Performance Standards.*** In performing the services set forth in this Agreement, the Consultant shall follow the practices consistent with the generally accepted standards in the profession of the services being provided to the City pursuant to this Agreement.

1.03 ***Document Review.*** The Consultant shall be responsible for reviewing each document prepared by the Consultant and its subconsultants for the purpose of ensuring that such documents are technically sound, in conformance with applicable federal, state and local laws and other regulations, and do not violate or infringe upon any patent rights.

1.04 ***Waiver.*** The City's approval of any documents or services furnished by the Consultant shall not in any way relieve the Consultant of responsibility for the professional and technical accuracy of its documents or services. The City's review, approval, acceptance or payment for any of the Consultant's services shall not be construed to operate as a waiver of any rights enjoyed by the City under this Agreement or of any cause of action arising out of the performance of this Agreement. The Consultant shall remain liable for any damages to the City caused by the Consultant's negligent act or omission committed in the performance of this Agreement.

1.05 ***Designation of Consultant's Representative.*** The Consultant's representative is the individual identified in the Key Personnel List, **Exhibit "F"** attached hereto (the "Consultant Representative") to act in that capacity, who shall be responsible for the services required under

this Agreement. The services specified by this Agreement shall be performed by the personnel identified in the Key Personnel List provided that such associates and employees perform under the personal supervision of the Consultant Representative.

If any person or subconsultant who is expected to provide any of the services required under this Agreement is objectionable to the City for any reason, the Consultant shall, without additional compensation, replace such person or subconsultant with someone acceptable to the City.

If the Consultant's personnel are unable to complete their responsibilities for any reason under this Agreement, or the Consultant desires for any reason to substitute personnel assigned to the Project, the Consultant agrees to obtain the approval of the City for the substitution. The City shall not unreasonably deny approval unless the City adjudges the substitution not be in the interest of the City or the Project.

If the Consultant fails to make an acceptable replacement within thirty (30) days, the City may terminate this Agreement for default as provided in Section 10.03 of this Agreement.

1.06 ***Correspondence Review.*** The Consultant shall furnish the City Representative copies of each correspondence, if any, sent to any contractor involved with the Project, and to any regulatory agencies, for approval and review prior to mailing such correspondence.

1.07 ***Cooperation with the City.*** The Consultant agrees that its officers, associates, employees and subconsultants will cooperate with the City in providing the services under this Agreement and will be, with advance notice, available for consultation with the City at such reasonable times as to not conflict with the City's other responsibilities.

SECTION TWO
CITY RESPONSIBILITIES

2.01 ***City Representative.*** The Director of Public Works or his authorized representative identified in the Key Personnel List is hereby designated as the City's representative (the "City Representative") with respect to this Agreement. The City Representative shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the services of the Consultant. The City Representative is not authorized to change or waive any of the provisions set forth in Sections 1.01 through 10.24 of this Agreement.

2.02 ***Review of Consultant's Services and Documents.*** The services to be performed by the Consultant shall be subject to periodic review by the City Representative. To prevent an unreasonable delay in the Project, the City Representative will endeavor to examine and comment in writing on the documents furnished by the Consultant including, without limitation, test results, evaluations, and reports within twenty-one (21) days of receipt of such documents, unless the Contract provides for a different review time with respect to the document.

2.03 ***Access to Records.*** The City shall, without charge, furnish a copy to, or make available for examination or use by, the Consultant, as it may request, any documents and data which the City has available including, without limitation, reports, maps, plans, specifications, surveys, records, ordinances, codes, regulations, and other documents related to the services required under this Agreement. The City shall assist the Consultant in obtaining data and documents from public agencies and from private citizens and business firms whenever the City determines that such material is necessary for the completion of the services required by this Agreement.

2.04 ***Cooperation with Consultant.*** The City agrees that its officers and employees will cooperate with the Consultant in the performance of this Agreement and will be, with advance notice, available for consultation with the Consultant at such reasonable times as to not conflict with the Consultant's other responsibilities. The City shall provide access to the Consultant on to the Project site as may be required to perform the services under this Agreement.

SECTION THREE
CHANGES TO CONSULTANT'S SERVICES

3.01 ***Requested Changes.*** The City may at any time, by written order, make a change in the services to be performed by the Consultant under this Agreement.

3.02 ***Adjustment of Compensation.*** If the change requested by the City causes an increase or decrease in the cost or time required to perform any of the services required under this Agreement, an equitable adjustment shall be made in the compensation to be paid to the Consultant under Section Seven, or in the performance schedule under Section Eight, or both, and this Agreement shall be modified in writing accordingly. Each claim for adjustment under this Section must be asserted in writing within thirty (30) days from the date of receipt by the Consultant of written notification of the change, unless the City grants in writing an extension. Provided proper notice has been given to the City as required herein, the claim for an adjustment shall be handled pursuant to the provisions of 10.20B and 10.20C of this Agreement. The failure to

provide notification of the claim within the time required herein shall constitute a waiver of the right to seek any equitable or legal adjustment in compensation with respect to that change.

SECTION FOUR
ADDITIONAL SERVICES OF CONSULTANT

4.01 ***Additional Services.*** The Consultant shall provide the additional services described in the Additional Compensation if, and only if, so requested in writing by the City. Payment for the additional services will be made to the Consultant in accordance with Section Seven of this Agreement.

4.02 ***Attendance at Meetings or Public Hearings.*** The Consultant shall notify the City in advance of any additional costs which may be incurred prior to attending any meetings or public hearings as may be necessary in connection with the services performed by the Consultant under this Agreement.

SECTION FIVE
SUBCONSULTANT AGREEMENT

5.01 ***Subconsultant Provisions.*** If, with the approval of the City as required pursuant to Section 10.07, the Consultant enters into an agreement with a subconsultant for the performance of any of its obligations under this Agreement, the Consultant agrees to include in each subconsultant agreement a provision that:

(i) the Consultant agrees to pay the subconsultant when paid by the City for that portion of the services provided to the City and that no liability arises on the part of the Consultant for payment of the subconsultant services until payment has been made by the City. If the City has paid the Consultant for the subconsultant services, the subconsultant's only recourse is against the Consultant and not against the City, either through the institution of legal or equitable action or the attachment of any lien,

(ii) the subconsultant shall have no more rights against the City than that of the Consultant,

(iii) the subconsultant agrees to be bound by the terms, conditions and obligation of this Agreement unless the City has approved any deviation, change or modification in writing, and

(iv) unless otherwise approved in writing by the City Representative, the subconsultant shall obtain and maintain professional liability insurance (Errors and Omissions coverage) in connection with the subconsultant services in an amount equal to that required of the Consultant in this Agreement.

SECTION SIX
TERM OF AGREEMENT

6.01 ***Term.*** This Agreement shall commence on the day it is approved by the City (which date shall be inserted in the introductory paragraph of this Agreement) and shall remain in force and effect until the Project is completed unless terminated earlier pursuant to Section 10.02 or 10.03 of this Agreement. Such termination shall not release either party from any of its continuing obligations under this Agreement.

6.02 ***Disputes.*** This Section shall not be construed to preclude the filing of any dispute arising out of the performance of this Agreement or in connection with the subject matter hereof, nor shall this Section be construed to change the date or the time on which a cause of action arising out of the performance of this Agreement or in connection with the subject matter hereof, would otherwise accrue under the statutes of limitation or doctrines of law.

SECTION SEVEN
COMPENSATION AND TERMS OF PAYMENT

7.01 ***Compensation: Basic Services.*** For the services to be performed by the Consultant under this Agreement and set forth in the Scope of Services, the City agrees to pay the Consultant the fee in the amount identified in the Fee Breakdown, **Exhibit "D"** attached hereto, pursuant to invoices submitted in accordance with Section 7.04 of this Agreement.

7.02 ***Compensation: Additional Services.*** For any services not set forth in the Scope of Services, the City shall pay to the Consultant either a lump sum fee, or an hourly fee based on the hourly labor rate schedule set forth in the Additional Compensation, whichever is agreed to by the parties, provided prior written approval for such services is given by the City Representative.

7.03 ***Compensation: Reimbursable Expenses.*** The Consultant agrees that all of its direct and indirect expenses are included in the fee for Basic Services and the agreed upon compensation for any Additional Services, except as may be specifically allowed for reimbursable expenses as part of the Additional Compensation.

7.04 ***Payment Invoicing.*** The Consultant may submit an invoice for payment for the services provided by the Consultant based on the manner or method of payment set forth in the Fee Breakdown. The City Representative will notify the Consultant of any problems regarding the invoice within fourteen (14) days from receipt thereof. If no response is received from the City Representative within the aforementioned period of time, the Consultant may expect payment within a period of (60) days from the date of receipt by the City. If payment has not been received within the sixty (60) days, the Consultant agrees to contact the City Representative to resolve the problem causing the delay. If resolution of the delay is not satisfactory to the Consultant, the Consultant may submit a claim pursuant to Section 10.20A of this Agreement.

7.05 ***Right to Off-Set.*** The City Representative may subtract or offset from any unpaid invoice from the Consultant any claims which the City may have for failure of the Consultant to comply with the terms, conditions or covenants of this Agreement, or any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the Consultant in the performance of the services under this Agreement including, without limitation, any error or deficiency in the report or other documents prepared by the Consultant. The City Representative shall provide a written statement to the Consultant of the off-set which has been subtracted from any payment to the Consultant along with appropriate documentation and receipts, if any, and a description of the failure, error or deficiency attributed to the Consultant. If the Consultant disputes the right or amount of the off-set made by the City, the Consultant may file a claim pursuant to Section 10.20 of this Agreement.

7.06 ***Final Payment.*** Upon completion of the services required under this Agreement, and acceptance thereof by the City (which acceptance will not be unreasonably withheld), the Consultant will, within sixty (60) days of the City's acceptance, be paid the balance of any money due for such services.

SECTION EIGHT
PERFORMANCE SCHEDULE

8.01 ***Performance Schedule.*** The Consultant shall perform and complete the services required under this Agreement according to the schedule (the "Performance Schedule") set forth in the Schedule of Performance, **Exhibit "C"** attached hereto. If the performance of services is delayed or submittals are not delivered in the time period as outlined in the Performance Schedule, the Consultant shall notify the City Representative in writing of the reasons for the delay and include a plan which brings the Consultant's performance into compliance with the Performance Schedule.

SECTION NINE
AUDIT: ACCESS TO RECORDS

9.01 ***Records.*** The City shall have the right to audit the Consultant's books, records and other documents directly pertinent to the performance of this Agreement. The Consultant agrees to maintain books, records and other documents directly pertinent to performance of this Agreement in accordance with generally accepted accounting principles and practices. The Consultant shall also maintain the financial information and data used to prepare or support the invoices submitted to the City. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards, procedures and guidelines of the City, or its designated representative. The City, or its duly authorized representatives, shall have access to such books, records, and documents for the purpose of inspection, audit and copying. The Consultant will provide proper facilities for such access and inspection.

9.02 ***Disclosure.*** The Consultant shall be afforded the opportunity for an audit entrance and exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report, and that the final audit report will include the written comments, if any, of the Consultant.

9.03 ***Period of Maintenance.*** The books, records and other documents under Sections 9.01 and 9.02 of this Agreement shall be maintained for three (3) years after the date of the final payment for the services under this Agreement. In addition, those records and other documents which relate to any arbitration, litigation or the settlement of any claim arising out of this Agreement, or to which an audit exception has been taken, shall be maintained and made available until three (3) years after the date that the arbitration, litigation or exception has been resolved.

9.04 ***Subcontract Provisions.*** The Consultant agrees to include Sections 9.01 through 9.03 of this Agreement in all its subcontracts directly related to performance of services specified in this Agreement which are in excess of $10,000.

SECTION TEN
MISCELLANEOUS PROVISIONS

10.01 ***Suspension.*** The City may suspend, without cause, the performance by the Consultant under this Agreement for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Consultant. The suspension shall be effective as of the date set forth in the written notice. With such suspension, the City agrees to pay to the Consultant the amount of compensation earned as of the effective date of suspension less all previous payments. The Consultant shall not provide any further services under this Agreement after the effective date of suspension until otherwise notified in writing by the City. In no event shall the City be liable to the Consultant for services in excess of the percentage completed at the time of suspension.

If, after notice to resume performance has been given by the City, the suspension was for a period in excess of ninety (90) days, which has resulted in an increase in the performance of the Agreement to the Consultant and:

(i) the Consultant was not a contributing cause for the suspension,

(ii) the Consultant has not received an equitable adjustment under another provision of this Agreement, and

(iii) the Consultant could not mitigate the increase in the performance cost,

then the Consultant's fee shall be reviewed by the City and, if justified, equitably adjusted to provide for any additional expenses resulting from the suspension.

10.02. ***Termination for Convenience.*** The City reserves the right to terminate this Agreement without cause or default on the part of the Consultant with ten (10) days' prior written notification to the Consultant served pursuant to Section 10.18 of this Agreement. In the event of termination, without cause or default, the City agrees to pay to the Consultant the reasonable value for the services performed as of the date that notification of termination is received by the Consultant. In no event shall the City be liable to the Consultant for services in excess of the percentage completed at the time of termination.

10.03 ***Termination for Cause or Other Resolution.***

A. ***Default.*** The occurrence of any of the following events shall constitute a default by the Consultant hereunder (herein "Event of Default"). If, during the term of this Agreement, the Consultant:

(i) defaults in the due observance and performance of any term, condition or covenant contained in this Agreement,

(ii) (a) voluntarily terminates operations or consent to the appointment of a receiver, trustee or liquidator of the Consultant for all or a substantial portion of its assets, (b) is adjudicated bankrupt or insolvent or files a voluntary petition in bankruptcy, or admits in writing to the inability to pay its debts as they become due, (c) make a general assignment for the benefit of creditors, (d) file a petition or answer seeking reorganization or an arrangement with creditors or take advantage of any insolvency law, or (e) if action shall be taken by the Consultant for the purpose of effecting any of the foregoing,

(iii) allows any warrant, execution or other writ to be issued or levied upon any property or assets of the Consultant which continues unvacated and in effect for a period of thirty (30) days, or

(iv) fails, in the judgment of the City, to provide the services hereunder properly and with proper dispatch in accordance with the time schedule set forth in this Agreement,

and the default continues five (5) days after written notice is given to the Consultant pursuant to Section 10.18.

B. ***City's Rights.*** Upon the occurrence of an Event of Default, and without prejudice to any other right or remedy it may have at law or equity, the City may:

(i) terminate this Agreement, suspend payment of all pending invoices otherwise due to the Consultant hereunder, and finish this Agreement by such means as deemed appropriate by the City, reserving the right to deduct from any balance due Consultant the cost of completing this Agreement. In the event the cost of finishing the Consultant's performance of this Agreement exceeds the balance due the Consultant, the excess shall be paid by the Consultant to the City within five (5) days of invoicing by the City,

(ii) terminate this Agreement, and the obligations imposed hereunder, including the obligation of any further payment for the services of the Consultant except for the reasonable value for the services performed to the date of termination, or

(iii) continue with performance by the Consultant and serve within a reasonable time after completion of the Agreement a request to arbitrate the Event of Default as a claim or dispute pursuant to the arbitration procedure set forth in Section 10.20.

In the event that the City elects to implement (i) above, the costs and expenses of completing this Agreement shall be computed and audited by the City's designated representative. The audit shall be conducted in accordance with generally accepted accounting principles and the cost thereof shall be paid by the Consultant.

10.04 ***Ownership of Documents.***

A. ***Architectural Works.*** To the extent that the Consultant's services involves the design of an architectural work as defined herein, the Consultant shall retain all common law and statutory rights of ownership, including copyrights, to the drawings and specifications prepared by the Consultant for this Project. The Consultant is deemed to be the author of the drawings and specifications as instruments of service to the City. Notwithstanding the foregoing, the Consultant hereby grants to the City the right to use (including the right of reproduction and use in the creation of new documents) the drawings and specifications for the purpose of completing the Project or for any subsequent maintenance, repair, renovation, remodeling or addition thereto. The rights granted herein to the City shall extend and include any new Consultant which the City may retain for the aforementioned purposes. The Consultant hereby releases the City, and any new Consultant retained by the City for the aforementioned purposes, from any and all claims in connection with the use or reproduction of the drawings and specifications. The Consultant agrees to execute such documents reasonably deemed necessary by the City to implement the rights granted to the City pursuant to this subsection.

B. ***Other Works.*** To the extent that the Consultant's services does not involve the design of an architectural work, the City shall have all common law and statutory rights of ownership, including copyrights, to the plans, drawings, specifications and other documents (including, without limitation, design concepts and sketches, test results, evaluations, reports and studies, excepting any proprietary forms, templates, and checklists specifically listed for City ownership exclusion elsewhere in this Agreement) (collectively herein the "Documents") prepared or assembled by the Consultant, or any of its subconsultants, for this Project. The Consultant hereby releases the City, and any new Consultant retained by the City from any and all claims in connection with the use or reproduction of the Documents. The Consultant agrees to execute such documents reasonably deemed necessary by the City to implement the rights granted to the City pursuant to this subsection. The Consultant shall be entitled to retain a reproducible copy of the documents furnished to the City.

C. ***Definition of Architectural Work.*** For purposes of this Agreement, "architectural work" shall have the same definition as set forth in Architectural Works Copyright Protection Act of 1990, P. L. 101-650, Title VII, Section 70 et. seq.

D. ***Delivery of Documents.*** In the event of the completion, suspension or termination of this Agreement, the City shall have the right to require delivery of any and all of the plans, drawings, specifications, and all other documents (including, without limitation, design concepts and sketches, test results, evaluations, reports and studies), including the magnetic or electronic media of the aforementioned documents, not in the possession of the City.

E. ***Confidentiality.*** The plans, drawings, specifications and other documents (including, without limitation, design concepts and sketches, test results, evaluations, reports and studies) (including the magnetic or electronic media of the aforementioned documents) which are prepared or assembled by the Consultant, or its subconsultants, under this Agreement shall not be made available to any individual or organization without the prior written consent of the City. Except for marketing pamphlets and submittals to clients, the Consultant shall not publish, submit for publication, or publicly display the Project without the written consent of the City. The obligations of confidentiality shall survive the termination of this Agreement.

F. ***Contractual Rights.*** Notwithstanding the provisions of 10.04 A above, the City is hereby licensed to use all design concepts developed by the Consultant and subconsultants under this Agreement, including the right to construct derivative works of the Project, and to use the design concepts for other projects of the City. The design concepts include, but are not limited to, the form, aesthetic appeal, site layout, the arrangement and composition of spaces and elements, the use of colors and materials, system designs, construction methods and interior design.

10.05 ***Insurance.*** The Consultant shall procure and maintain, at its own expense, during the entire term of the Agreement, the following insurances:

A. ***Worker's Compensation Insurance.*** This insurance shall protect the Consultant and the City from employee claims based on job-related sickness, disease, or accident.

B. ***Commercial General Liability Insurance.*** This insurance shall protect the Consultant, its agents and vehicles used to provide the services required under this Agreement from claims of personal injury (including death) and property damage. Such coverage shall be in a

minimum amount of $1,000,000 combined single limit for the period of time covered by this Agreement. The Consultant's general liability insurance policies shall be endorsed to include the City as an additional insured.

C. ***Commercial Automobile Liability Insurance.*** This insurance shall protect the Consultant from claims of limits no less than $1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Company and any auto used to the performance of services under this Contract. The policy must insure all vehicles owned by the Company and include coverage for hired and non-owned vehicles. The Consultant's automobile liability insurance policies shall be endorsed to include the City as an additional insured.

D. ***Professional Liability Insurance (Errors and Omissions Coverage).*** This insurance shall protect the Consultant from claims arising out of performance of professional services caused by a negligent act, error, or omission for which the insured is legally liable. Such coverage shall be in a minimum amount of $1,000,000 for the period of time covered by this Agreement.

E. ***Cancellation or Modification of Coverage.*** The Consultant's Commercial General Liability and Professional Liability Insurance Policies shall automatically include or be endorsed to cover the Consultant's contractual liability to the City under this Agreement, and with respect to its Commercial General Liability Policy, to waive subrogation against the City, its officers, agents, servants and employees. The policies shall provide that the City will be given thirty (30) days' notice in writing of any cancellation of, or material change in, the policies.

F. ***Certificates and Endorsements.*** The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. All deductibles and self-insured retentions shall be fully disclosed in the Certificate of Insurance. No deductible or self-insured retention may exceed $25,000 without the written approval of the City. The Consultant shall deliver to the City's authorized designated representative named in **Exhibit "B"** (Required Submittals) certificates indicating that such insurance is in effect before any services are provided under this Agreement and renewal certificates not less than 30 days prior to the expiration date of any policy.

G. ***Period of Coverage.*** If the insurance coverage is underwritten on a "claims made" basis, the retroactive date shall be prior to or coincident with the date of this Agreement and the Certificate of Insurance shall state that coverage is "claims made" and the retroactive date. Upon availability, the Consultant shall maintain coverage for the duration of this Agreement and for two years following completion of this Agreement.

10.06 ***Indemnity.*** Notwithstanding any of the insurance requirements set forth in Section 10.05, and not in lieu thereof, the Consultant shall defend, indemnify and hold the City, its Mayor, Councilmen, officers, employees and agents (herein the "Indemnities"), harmless from any and all claims (including, without limitation, patent infringement and copyrights claims), damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards or any other form of liability (including, without limitation, reasonable attorney fees and court costs) (collectively herein the "Claims") to the extent that such Claims are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Consultant, its employees, subcontractors, agents or anyone employed the Consultant's subcontractors or agents, in the performance of this Agreement.

As part of its obligation hereunder, the Consultant shall, at is own expense, defend the Indemnitees against the Claims brought against them, or any of them, which is caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Consultant, its employees, subcontractors or agents, for and against which the Consultant is obligated to indemnify the Indemnitees pursuant to this Section, unless the Indemnitees, or any of them elect to conduct their own defense which, in such case, shall not relieve the Consultant of its obligation of indemnification set forth herein. If the Consultant or the Consultant's insurer fails to defend the Indemnities as required herein, the Indemnitees shall have the right, but not the obligation, to defend the same and, if the Consultant is adjudicated by the trier of fact to be liable, the Consultant agrees to pay the direct and incidental costs of such defense (including attorney fees and court costs) which is proportionate to the liability of the Consultant.

As used in this Section 10.06, "agents" means those persons who are directly involved in and acting on behalf of the City or the Consultant, as applicable, in furtherance of the contract or the public work to which the contract pertains.

10.07 ***Assignment.*** The City and the Consultant each bind itself and its partners, successors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement, except the Consultant shall not assign, sublet or transfer any obligation or benefit under this Agreement without the written consent of the City. Nothing contained herein shall be construed as creating any personal liability on the part of any officer or agent of the City.

10.08 ***Waiver.*** No consent or waiver, express or implied, by either party to this Agreement, or of any breach or default by the other in the performance of any obligations hereunder, shall be deemed or construed to be a consent or waiver of any other breach or default by such party hereunder. Failure on the part of any party hereto to complain of any act, or failure to act of the other party, or to declare that other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder. Inspection, payment, or tentative approval or acceptance by the City or the failure of the City to perform any inspection hereunder, shall not constitute a final acceptance of the work or any part thereof and shall not release the Consultant of any of its obligations hereunder.

10.09 ***Consultant Warranties.*** The Consultant hereby represents and warrants that:

(i) it is financially solvent, able to pay its debts as they mature, and is possessed of sufficient working capital to complete this Agreement; that it is experienced, competent, qualified and able to furnish the plant, tools, materials, supplies, equipment and labor which is used to perform the services contemplated by this Agreement, and that it is authorized to do business in the City of Las Vegas and the State of Nevada,

(ii) it holds a license, permit or other special license to perform the services included in this Agreement, as required by law, or employs or works under the general supervision of the holder of such license, permit or special license,

(iii) its computer hardware, software, and firmware will continue functioning without interruption, and will continue to accurately process date, time, and data necessary to the performance of this Agreement, and

(iv) it has, pursuant to the requirements of Resolution 79-99 adopted by the City Council on August 4, 1999, (effective October 1, 1999), as amended by resolution 105-99 (adopted by the City Council on November 17, 1999), disclosed on the form attached hereto as **Exhibit "G"** (Disclosure of Ownership/Principals) all of the principals, including partners, of the Consultant, as well as all persons and entities holding more than a one percent (1%) interest in the Consultant or any principals of the Consultant. If the Consultant, or its principals or partners, are required to provide disclosure under federal law (such as Securities and Exchange Commission or the Employee Retirement Income Act) and current copies of such federal disclosures are attached to **Exhibit "G,"** the requirements of this Section shall be deemed satisfied. During the term of this Agreement, the Consultant shall notify the City in writing of any material change in the above disclosure on **Exhibit "G"** within fifteen (15) days of such change.

10.10 ***Consultant's Employees.*** The Consultant shall be responsible for maintaining satisfactory standards of competency, conduct and integrity, of personnel assigned to the Project, and shall be responsible for taking such disciplinary action with respect to such personnel as may be necessary. In the event the Consultant fails to remove any employee from the work of this Agreement whom the City deems incompetent, careless or insubordinate, or whose continued employment on the work is deemed by the City to be contrary to the public interest, the City reserves the right to require such removal as a condition for the continuation of this Agreement.

10.11 ***Independent Contractor.*** It is hereby expressly agreed and understood that in the performance of the services required herein, the Consultant and any other person employed by him hereunder shall be deemed to be an independent contractor and not an agent or employee of the City.

10.12 ***Applicable Law.*** This Agreement shall be construed and interpreted in accordance with the laws of the State of Nevada.

10.13 ***Compliance with Laws.*** The Consultant shall in the performance of its obligations hereunder comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Agreement including, without limitation, the Federal Occupational Health and Safety Act and all state and federal laws prohibiting and/or related to discrimination by reason of race, sex, age, religion or national origin.

10.14 ***Severability.*** In the event that any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the parties hereto.

10.15 ***Confidentiality.*** The Consultant shall treat the information relating to the Project, which has been produced by the Consultant or provided by the City, as confidential and proprietary information of the City and shall not permit its release to other parties or make any public announcement or publicity release without the City's written authorization. The Consultant shall also require each subconsultant to comply with this requirement. The submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication relieving the Consultant of its confidentiality obligation imposed herein.

10.16 ***Site Inspection.*** The Consultant represents that it has visited the location of the Project and has satisfied itself as to the general condition thereof and that the Consultant's compensation as provided for in the Agreement is just and reasonable compensation for performance hereunder including reasonably foreseen and foreseeable risks, hazards and difficulties in connection therewith based on such above-ground observations.

10.17 ***Modification.*** All modification or amendments to this Agreement are null and void unless reduced in writing and signed by the parties hereto.

10.18 ***Notice.*** Any written notice required to be given under Sections 1.01 through 10.24 of this Agreement shall be deemed to have been given when the written notice is (i) received by the party to whom it is directed by personal service (ii) telephonically faxed to the telephone number set forth in the introductory paragraph to this Agreement, provided confirmation of the transmission is received by the sender, or (iii)

deposited with the United States Postal Service, postage prepaid, addressed to the City Representative or the Consultant Representative, whomever is the proper recipient, and mailed to the address set forth in the introductory paragraph to this Agreement.

10.19 ***Prohibition Against Contingent Fees.*** The Consultant warrants that no person or entity has been employed or retained to solicit or secure this Agreement with the Agreement or understanding that a commission, percentage, brokerage or contingent fee would be paid to that person. For breach or violation of this provision, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation to be paid to the Consultant, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

10.20 ***Claim or Dispute Resolution.***

A. ***Notice of Claim or Dispute.*** For each claim or dispute which the Consultant has against or with the City (except for any claim for an equitable adjustment under Section 3.02 which is subject to the 30-day limitation set forth therein), notice thereof must be submitted in writing to the City Representative within a reasonable time after the claim or dispute arises, but no later than thirty (30) days after final payment is made to the Consultant. The purpose of written notification is to place the City on notice so that proper measures can be taken to properly defend against the claim or dispute, and the failure to give such notice shall preclude the Consultant from subsequently arbitrating that particular claim or dispute pursuant to Section 10.20C of this Agreement, and the Consultant shall have no further recourse against the City. Pending a final decision on the claim or dispute under Sections 10.20B or 10.20C, the Consultant shall proceed diligently with the performance of this Agreement.

B. ***Resolution by Management.*** The City Representative and the Consultant Representative shall meet within a reasonable time after receipt of the written notice received pursuant to Section 10.20A in an attempt to resolve the claim or dispute to the mutual satisfaction of the parties. If the matter is not disposed of by mutual agreement between the City Representative and the Consultant Representative, the claim or dispute shall be decided by the Director of Public Works, whose decision shall be reduced to writing and mailed or otherwise furnished to the Consultant. The decision of the Director of Public Works shall be final and conclusive unless, within thirty (30) days after the date on which the Consultant receives its copy of such decision, the Consultant mails or otherwise furnishes to the Director of Public Works a written request to arbitrate the claim or dispute, in which event the parties shall proceed with the arbitration pursuant to provisions of Section 10.20B. The failure to make such request shall preclude the Consultant from proceeding any further on the claim or dispute, and the Consultant shall have no further recourse against the City.

C. ***Resolution by Arbitration.*** Upon receipt of the request to arbitrate authorized pursuant Section 10.03B or Section 10.20B, the City and the Consultant shall come to an agreement as to the appointment of an arbitrator for purposes of hearing the appeal. If the parties cannot reach an agreement, then each party shall select an arbitrator for purposes of the appeal, and the two shall select a third arbitrator within 20 days of their appointment. If the selected arbitrators are unable to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association or the Nevada Arbitration Association, whichever is designated by the City. Each party shall be afforded an opportunity to be heard and to offer evidence in support of or against the appeal. The decision of the arbitrator, or arbitrators, as the case may be for the determination of the appeal, shall be final, conclusive and enforceable under the laws of the State of Nevada.

D. ***Right of Consolidation.*** Any arbitration arising out of or relating to this Agreement may include, by consolidation, joinder or in any other manner, any additional party or parties who are not a party to this Agreement if so requested by the City or the Consultant. Any consent to arbitration involving an additional party or parties shall not constitute consent to arbitrate any claim or dispute not described as a part of the original arbitration unless otherwise agreed to by the parties.

E. ***Right of Joinder.*** In the event the City is named as a party to any arbitration, or the City commences an arbitration against a party other than the Consultant, which arbitration is related to, or connected with, the construction of the Project or the performance of the Consultant's services hereunder (such as, without limitation, any arbitration between the City and the contractor awarded the contract to construct the Project), the Consultant agrees and irrevocably consents to be joined as a party in the arbitration proceeding and to be bound by any decision resulting therefrom. The decision of the arbitrator or arbitrators, as the case may be, in the arbitration to which the Consultant has been joined as a party, shall be binding and enforceable against the parties thereto under the laws of the State of Nevada.

If the Consultant is named as an additional party by the City, the Consultant shall not be entitled to any additional compensation from the City as a result of preparing for, and participating in, the arbitration.

F. ***Discovery.*** In the event of arbitration, the parties agree that all means of discovery including, but not limited to, depositions and interrogatories, will be afforded to the parties involved in the arbitration, and the appointed arbitrator shall have all authority to impose sanctions against either party for failing to comply with the rules of discovery provided under the Nevada Rules of Civil Procedure.

G. ***Award Final.*** The award rendered by the arbitrator shall be final, and judgment may be entered upon its accordance with applicable law in any court having jurisdiction thereof.

H. ***Mediation.*** Subsequent to the commencement of any arbitration pursuant to Section 10.20C, and prior to any decision arising therefrom, the parties may endeavor with written mutual consent to settle disputes by mediation in accordance with the mediation rules of the mediation service agreed by the parties. The cost of the mediation shall be shared equally by the parties.

10.21 ***Attorney Fees.*** The prevailing party in any litigation or arbitration brought to enforce the provisions of this Agreement shall be entitled to reasonable attorney fees and court costs.

10.22 ***Calendar Day.*** All references in this Agreement to days are to calendar days unless otherwise indicated.

1.1 ***Exhibits.*** All exhibits referenced in this Agreement are hereby incorporated by this reference as a part of this Agreement. Any conflict between the provisions of this Agreement and the Exhibits incorporated herein shall be governed by the provisions of this Agreement.

1.2 ***Counterparts; Electronic Delivery.*** This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

1.3 ***Agreement Version.*** This document incorporates the standard provisions for the City's Professional Services Agreement updated as of April 8, 2008.

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

CITY OF LAS VEGAS

By _____
Kathleen C. Rainey, Manager, Purchasing & Contracts

ATTEST

_____
Beverly K. Bridges, MMC, City Clerk Date

APPROVED AS TO FORM

John S. Ridilla 9/1/10
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

CONSULTANT

By _____
Ken D. Gilbreth, P.E., VTN Nevada

LIST OF EXHIBITS

EXHIBIT " A " SCOPE OF SERVICES

EXHIBIT " B " REQUIRED SUBMITTALS

EXHIBIT " C " PERFORMANCE SCHEDULE

EXHIBIT " D " FEE BREAKDOWN

EXHIBIT " E " ADDITIONAL COMPENSATION

EXHIBIT " F " KEY PERSONNEL LIST

EXHIBIT " G " DISCLOSURE OF OWNERSHIP/PRINCIPALS

EXHIBIT "A"

SCOPE OF SERVICES

ARTICLE 100: GENERAL

100.1 DESCRIPTION OF PROJECT

The project consists of the rehabilitation of approximately 1500 linear feet each of 57 – and 66-inch sanitary sewer using trenchless technology and Cured-in-Place Pipe (CIPP) via an upstream or downstream inversion. The project also includes the inspection and point repair of approximately 1500 linear feet of reinforced concrete pipe and a downstream junction structure. The project also requires the design of a bypass pumping and piping system, and will also include traffic control, pavement cuts and replacement at major road crossings and reconstruction of a concrete block wall.

100.2 CONDITIONS

100.2.1 "Contract Documents" as used herein refers to the documents referenced in the construction contract that describes the Contractor's scope of work. This may include, but is not limited to, drawings, specifications, general conditions, special provisions, reference standards, geotechnical data, surveys, reports, addenda, and change orders.

100.2.2 Consultant Proposals. If any Consultant proposal or other documents prepared by anyone other than the City is attached to this Agreement or included by reference, the terms of this Agreement shall govern any conflicts between the documents and this Agreement, and any such attachments or references shall only be utilized to compliment this Agreement in describing the detail of the scope of work described in this Agreement, except that the scope shall not be less than the requirements in this Agreement, to avoid rep-typing standard schedules of hourly rates for personnel, rates for material tests and additional services, and similar standard rate schedules. All other terms, conditions, and uses of any such attachments or references are to be ignored in connection with this Agreement, even if such attachments or references are signed by the parties to this Agreement.

100.2.3 Regulatory Authorities. The Consultant does hereby acknowledge, understand and agree that the City Engineer Division, acting as the City's representative for purposes of the Project, does not have control, authority or influence over the decisions or requirements of other departments of the City acting in a regulatory capacity including, but not limited to, the Building Department, Fire Department, and Planning Departments of the City of Las Vegas, plus Clark County and other agencies. The City' representative acts in a capacity similar to that of a representative working for a private property owner, which is to ensure that the City receives a quality product, delivered on schedule, for a fair price. Furthermore, the City Engineer Division does not speak or act for any regulatory authority, nor does any regulatory authority speak or act for the City Engineer Division. The Consultant agrees that its relationship with the regulatory authorities having jurisdiction over the Project is separate from its relationship with the City, and that the Consultant's interaction with each regulatory authority is to be conducted without assistance from the City.

100.2.4 Certifications. To the extent certifications and special qualifications are required by regulatory authorities, laws, regulations, or this Agreement, the Consultant shall provide personnel with the proper credentials during the term of this Agreement. Should the Consultant or the Consultant's personnel be removed from qualification, certification, or otherwise be limited in their ability to perform their duties and responsibilities under this Agreement, the Consultant agrees to subcontract their responsibilities to a properly qualified and certified subconsultant at no additional cost to the City, who shall have the right to approve any such subconsultant prior to use.

100.3 REFERENCE STANDARDS

100.3.1 All Project work and services performed by the Consultant, Contractor, and others shall be in full compliance with applicable codes, ordinances, standards, and regulatory requirements.

100.3.2 The latest edition of the following reference materials, as applicable, shall be used as standards for inspection, coordination, project control, and other work performed under this Agreement:

100.3.2.1 Design and Construction Standards for Wastewater Collection Systems from Clark County Water Reclamation District (formally Clark County Sanitation District)

100.3.2.2 Nevada Department of Transportation (NDOT) references (most current editions):

- **100.3.2.2.1** Road Design Division Manual, Parts 1 & 2.
- **100.3.2.2.2** Standard Specifications for Road and Bridget Construction (NDOT Silver book).
- **100.3.2.2.3** Standard Plans for Road and Bridge Construction.
- **100.3.2.2.4** Standard Construction Plan Symbols and Design Layout and Drafting Methods
- **100.3.2.2.5** Bridge Design and Procedures Manual

100.3.2.2.6 Nevada Work Zone Traffic Control Handbook
100.3.2.2.7 Design and Construction Standards for Wastewater Collection
100.3.2.3 Manual on Uniform Traffic control Devices for Streets and Highways (MUTCD)
100.3.2.4 Traffic Control Devices Handbook
100.3.2.5 Roadside Design Guide
100.3.2.6 American Society for Testing and Materials (ASTM)
100.3.2.7 A Policy on Geometric Design and Highway and Streets (AASHTO)
100.3.2.8 Clark County Regional Flood Control District's Policies and Procedures.
100.3.2.9 Clark County Regional Flood Control District's Hydrologic Criteria and Drainage Design Manual
100.3.2.10 Uniform Standards Plans and Specifications for Public Work's Construction Off-Site Improvements, Clark County Area (Standard Specifications)
100.3.2.11 American Concrete Institute (ACI)
100.3.2.12 The Asphalt Institute
100.3.2.13 Portland Cement Association (PCA)
100.3.2.14 City of Las Vegas Building Codes
100.3.2.15 International Building Code (IBC)
100.3.2.16 International Energy Conservation Code (IECC)
100.3.2.17 National Electric Code (NEC)
100.3.2.18 Southern Nevada Pool Code
100.3.2.19 Uniform Administrative Code
100.3.2.20 Uniform Mechanical Code (UMC)
100.3.2.21 Uniform Plumbing Code (UPC)
100.3.2.22 Uniform Fire Code, NFPA 1
100.3.2.23 City amendments to the above codes
100.3.2.24 City of Las Vegas Municipal Code Title 18 Subdivision Ordinances
100.3.2.25 City of Las Vegas Municipal Code Title 19 Zoning Code
100.3.2.26 Accessibility Laws, Codes, Standards, and Guidelines
100.3.2.26.1 Architectural Barriers Act
100.3.2.26.2 Rehabilitation Act
100.3.2.26.3 Americans with Disabilities Act (ADA)
100.3.2.26.4 Telecommunications Act (Section 255)
100.3.2.26.5 Rehabilitation Act Amendments
100.3.2.26.6 Access Board Guidelines
100.3.2.26.6.1 ADDAG (2004 or later) ADA-ABA Accessibility Guidelines
100.3.2.26.6.2 Recreation Facilities Guidelines
100.3.2.26.6.3 Outdoor Developed Area Guidelines
100.3.2.26.6.4 Play Area Guidelines
100.3.2.26.6.5 Building Elements Designed for Children's Use
100.3.2.26.6.6 State and Local Government Facilities
100.3.2.26.6.7 Public Right-of-Way Guidelines (Enforced by the USDOT Federal Highway Administration)
100.3.2.26.6.8 Electronic and Information Technology Accessibility Guidelines
100.3.2.26.7 ANSI 117.1
100.3.2.26.8 NRS 338.180.4 for building signage
100.3.2.26.9 NRS 484.408 and City Municipal Code for parking signage
100.3.2.27 Consumer Product Safety Commission Handbook for Public Playground Safety
100.3.2.28 Utility Company Design Standards
100.3.2.28.1 Las Vegas Valley Water District
100.3.2.28.2 NV Energy
100.3.2.28.3 CenturyLink
100.3.2.28.4 Cox Communications
100.3.2.28.5 Southwest Gas
100.3.2.28.6 Republic Service of Southern Nevada
100.3.2.29 Clark County Department of Air Quality and Environmental Management air quality regulations including Dust Control Permits and Supplemental Dust Control Permits, and Stationary Source Permits regulations for cooling towers, tanks, boilers including swimming pool heaters, gasoline pumps, and generators
100.3.2.30 Southern Nevada Health District design standards including food facilities, swimming pools, and underground tanks
100.3.2.31 Nevada Department of Environmental Protection regulations including General Discharge Permit for Oil/water Separators, National Pollutant Discharge Elimination Permit including construction dewatering, Construction Storm Water Permit, and Temporary Permit for Working in Waterways

100.3.2.32 Resources Conservation and Recovery Act (RCRA) regulations for hazardous waste disposal including mercury containing light bulbs, PCB ballasts, and lead paint
100.3.2.33 Toxic Substance Control Act (TSCA) regulations for asbestos containing materials

ARTICLE 101: THE CITY'S RESPONSIBILITIES

101.1 The City will be responsible for performing all work necessary to complete their obligation to the Consultant to allow the Consultant to complete their work.

101.2 The City shall provide the Consultant with:

101.2.1 Any other information required to complete the work, as available, which is not in the Consultant's Scope of Services.

101.2.2 The City will provide the Consultant a work space within the City's Water Pollution Control Facility during normal city hours.

101.2.3 Access arrangements for the Consultant to enter upon public and private property as required to perform their services.

101.2.4 A management team to review submittals, and to work with the Consultant to achieve an acceptable, cost effective Project.

ARTICLE 102: THE CONSULTANT'S RESPONSIBILITIES

102.1 SCOPE OF SERVICES. The Consultant shall provide the following scope of services, as more fully described below:

102.1.1 CONSTRUCTION MANAGEMENT AS AGENT SERVICES
102.1.1.1 Pre-Construction Procedures
102.1.1.2 Construction Procedures
102.1.1.3 Close-Out Procedures

102.1.2 MATERIAL TESTING SERVICES

102.1.3 This scope is to be considered preliminary and may be altered at the direction of the City Representative as the Project develops.

102.1.4 Consultant services, duties, and responsibilities stated in any part of this Exhibit "A" are applicable to all parts (pre-construction, construction, close-out).

102.2 STAFFING REQUIREMENTS

102.2.1 The Consultant shall provide the following minimum personnel for the services to be performed under this Agreement. Reference the entire Agreement for additional staffing requirements.

102.2.2 Construction Manager. The Consultant shall provide a qualified Construction Manager to be in responsible control of the Project. The Construction Manager shall possess an active contractors, civil engineer, or architect license in the State of Nevada pursuant to NRS 624, 625 and 623, respectively. The Construction Manager shall have a minimum of four years of post-licensure/registration progressively responsible experience in managing and administering large construction projects, preferably on public sector construction projects of similar size and scope to the Project, and a OSHA 30 hour Construction training course certificate from the U.S. Department of Labor.
102.2.2.1 Responsible control requires at least: a) weekly on-site field observations of the Project, b) supervision of staff's' work, and c) review of pertinent Project documents to ensure the success of the Project.

102.2.3 Construction Coordinator. The Consultant shall provide a qualified Construction Coordinator to oversee the daily construction administration, inspection and testing for the Project and to ensure timely submissions and processing of Project documents. The Construction Coordinator shall possess, at a minimum, a OSHA 30 hour Construction training course certificate from the U.S. Department of Labor and one of the following:
102.2.3.1 A four year college degree in architecture, construction management or engineering discipline; or
102.2.3.2 Possess a CCMA, PMI, or any nationally recognized construction management program certification in lieu of a four year college degree; or
102.2.3.3 An equivalent combination of relevant education, training and construction experience totaling ten years or more in construction project management under the supervision of a licensed contractor, civil engineer, or architect.

102.2.4 Construction Inspector. The Consultant shall provide a qualified Construction Inspector to perform inspections as necessary to ensure the Contractor work is in compliance with the Contract Documents. The Construction Inspector shall possess certification(s) in one or more of the following: NICET, ICC, ICBO, IAS or ACI Field Inspector or any national recognized inspection program, preferably in a specialty related to the scope of work of the Project, and a OSHA 10 hour Construction training course certificate from the U.S. Department of Labor.

102.2.5 Document Administrator. The Consultant shall provide an experienced Document Administrator or Inspector to assist the Construction Coordinator in preparing and maintaining all correspondence and documents (i.e. submittals, daily reports, requests for information, change orders, etc.) required by this Agreement. Reference the computer software requirements of this Exhibit for the technical skill requirements of this position.

102.2.6 Qualifications. The Consultant shall furnish a resume for each staff person assigned to the Project, including proof of licensure, registration, and /or certifications. In addition to the resume, the City may require references, request an in-person interview, or other means to confirm qualifications and experience of proposed Project staff. The determination of the qualification of proposed Project staff shall be at the sole discretion of the City. Any proposed Project staff that do not meet the aforementioned qualifications and experience requirements shall be promptly replaced with staff acceptable to the City.

102.2.7 Subconsultants. Services may be performed by subconsultants of the Consultant if the subconsultant is listed in **Exhibit "F"** Key Personnel List or approved in writing by the City prior to the subconsultant providing services. Otherwise all services will be performed by employees of the Consultant, who are approved in advance by the City. The City reserves the right to require the Consultant to replace any employee or subconsultant at any time for any reason.

102.3 EQUIPMENT REQUIREMENTS

102.3.1 Equipment. The Consultant shall provide all equipment needed to provide the scope of services and to ensure compliance with the Contract Documents including, but not limited to:
102.3.1.1 Vehicles as needed to travel the Project site and provide services, which shall be conspicuously marked so as to identify personnel of the Consultant for the benefit of the public.
102.3.1.2 A cellular telephone for each Consultant staff member assigned to the Project to facilitate communication with the City and the public.
102.3.1.3 Computer and communications systems required to manage the Project.
102.3.1.4 Surveying and GPS equipment, devices to measure lighting levels, coating thickness, material thickness gages, horizontal and vertical dimensions, slopes, flashlights, calculators, a level/transit, and camera.
102.3.1.5 Personal safety equipment for each Consultant staff member while on site including hard hats, safety vests, ear and eye protection, and safety shoes.
102.3.1.6 A library of reference standards applicable to the Project, see list above.

102.3.2 Software
102.3.2.1 The Consultant's documentation shall, to the maximum extent possible, be prepared using Expedition software by Primavera. The consultant shall furnish the City an access code to give the City direct access to the software via the internet.
102.3.2.2 Where Expedition documentation capabilities are limited, provide documents in the following software formats: AutoCAD 2007, Microsoft Office 2007 and Microsoft Project 2000, or more recent versions.
102.3.2.3 Verify that digital electronic entries and submittals are free of electronic "viruses", "worms", "Trojan horses", and other malicious code using commercially available software with current virus definitions.

ARTICLE 103: CONSTRUCTION MANAGEMENT AS AGENT SERVICES - PRE-CONSTRUCTION PROCEDURES

103.1 DOCUMENT CONTROL

103.1.1 Document Setup & Review. The Consultant shall:
103.1.1.1 Provide a copy of their policy and procedure manual for construction management to the City for review and approval to use on the Project.
103.1.1.2 Setup the Expedition software, files, and forms in compliance with the City filing standards, enter in Expedition all initial available information, and provide copies of the completed information to the City Representative, including contact information of all Project participants and all Project correspondence received and generated.
103.1.1.3 Conduct a thorough review of the Project to determine all permits that are required for the Project and verify the permits have been obtained.
103.1.1.4 Perform a review of the Project documents and forward any review comments to the City Representative.
103.1.1.4.1 Documents. Minimum documents to review include, as applicable to the Project:
103.1.1.4.1.1 Construction Contract, Plans, General Conditions, Specifications, Special Provisions, and Addenda.
103.1.1.4.1.2 Geotechnical report and site survey.

103.1.1.4.1.3 Utility construction drawings including NV Energy, Phone, Cox Cable, SW Gas, and others.
103.1.1.4.1.4 LEED points to achieve for new building construction.
103.1.1.4.1.5 Hazardous material surveys, environmental phase 1 and 2 reports, and historical, paleontological, cultural, biological, endangered species surveys, if conducted.
103.1.1.4.1.6 Contractor's Dust Permit and Dust Mitigation Plan; Supplemental Dust Control Permit for demolition, relocation, or remodeling.
103.1.1.4.1.7 Contractor's Storm Water Permit and Storm Water Pollution Prevention Plan.
103.1.1.4.1.8 Contractor's Traffic Control Plan.
103.1.1.4.1.9 Contractor's trench safety plans and competent person submittal for OSHA compliance.
103.1.1.4.1.10 National Pollutant Discharge Elimination System Permit for groundwater discharge including construction dewatering (NPDES).
103.1.1.4.1.11 General Discharge Permit for Oil/Water Separators and Best Management Plan.
103.1.1.4.1.12 Air Pollution New or Modified Stationary Source Permit for cooling towers, boilers including swimming pool heaters, generators, gasoline distribution, and storage tanks.

103.1.1.4.2 Review. Minimum review of documents shall include:
103.1.1.4.2.1 A review for clarity, completeness, economic feasibility, buildability, errors and inconsistencies, omissions and missing information, inadequate detailing, dimensional accuracy and consistency, cross-references between various drawings and between drawings and specifications, and a cross-check between various design discipline drawings for conflicts.
103.1.1.4.2.2 A review of the contractual terms to determine the requirements for contract administration and enforcement.
103.1.1.4.2.3 A review of Performance Specifications for completeness, gaps in the scope of work, and the required coordination between trades.
103.1.1.4.2.4 A thorough comparison of the documents to the visual pre-construction site conditions including a review of the adjacent site conditions beyond that included in the documents.
103.1.1.4.2.5 A review of the Project site activities including such items as the construction limits and fencing locations, deliveries, traffic control, laydown and storage areas, field office and parking areas, temporary utilities, neighboring land interface, children's movement to and from the schools in the area, site security, safety, noise impacts, physical limitations for construction equipment and building components, drainage plan, and construction phasing.
103.1.1.4.2.6 A review of city furnished items for interface with the Contractor's work and schedule delivery.
103.1.1.4.2.7 A review of multiple owner construction contracts, if any, for coordination and interface.
103.1.1.4.2.8 Identification of activities that will benefit from pre-construction conference meetings and checklists such as major concrete pours and building roofing installations. Compile and distribute the list of required pre-construction conference meetings, and prepare checklists and meeting agendas for use in the meetings. Submit the Consultant's list of recommended pre-construction conference meetings to the City for approval.
103.1.1.4.2.9 A review of the common code complaint areas such as ADA slopes and electrical gear clearances.

103.1.2 Substitutions. The Consultant shall:
103.1.2.1 Receive all requests for substitutions from the Contractor and review them for Contract Document compliance, log them into Expedition, reject or forward them to the City Representative and designer for review and approval.
103.1.2.2 In the event Substitution Requests are submitted after the allowable time period, and the Contractor has not provided evidence that the product is no longer available through no fault of the Contractor, the Consultant shall forward a written notice of rejection to the City Representative for review and approval.

103.1.3 Contractor Submittals. The Consultant shall:
103.1.3.1 Prepare a master list of all contractually required submittals in Expedition and distribute copies.
103.1.4 Receive all Submittals from the Contractor and review each for Contract Doument compliance. In the event the submittal is received in a manner contrary to the Contract Documents, the Consultant shall forward a notice of rejection to the Contractor, designer and the City Representative for review and record. No disclaimers are allowed on any document submittals.
103.1.4.1 Generate a submittal log in Expedition showing each submittal, the date received, date forwarded to the designer, number of days with the designer, date returned, designer's response, and the date returned to Contractor.
103.1.4.2 All submittals that are received in accordance with the Contract Documents shall be logged into Expedition and forwarded to the designer for review and approval or rejection.
103.1.4.3 Re-Submittals shall be handled in the same manner as the original submittal.
103.1.4.4 Prepare a list of deferred submittals provided for in the Contract Documents. Require a schedule for these submittals from the Contractor and track each deferred submittal to insure the Contractor submits and receives approval so as not to impact the Project schedule.

103.2 PROJECT CONTROL

103.2.1 Meetings. The Consultant shall participate in preconstruction meetings, job conferences, public information meetings, and other related preconstruction meetings. Generate and distribute minutes of all such meetings.

103.2.1.1 Participate in an initial and periodic "Partnering Meetings" with the City and the Contractor for discussion of shared goals, processes, and procedures during the construction process, which shall be attended by a Consultant team member who has high-level decision-making authority, and require the same in all subconsultant contracts. Meeting dates, times, and place will be determined by the City.

103.2.2 Material Deliveries. The Consultant shall ensure that material deliveries match the approved submittals, and that material handling and storage complies with manufacturer's recommendations, industry practices, and the Contract Documents.

103.3 TIME AND BUDGET

103.3.1.1 Preliminary Project Schedule. The Consultant shall: 1) review in detail and report to the City Representative on the compliance with the Contract Documents of the Contractor's preliminary progress schedule, baseline schedule, and schedule reports, 2) ensure that the Contractor's baseline schedule adequately depicts all of the significant work activities with reasonable timelines, and 3) provide a written analysis report of the Contractor's baseline schedule.

103.3.2 Contractor Payment Format. The Consultant shall review the Contractor's payment request format, quantities, schedules, and line items for compliance with City requirements and the Contract Documents.

103.3.3 Project Status Reports. The Consultant shall review with the City the required format and schedule of the periodic Project status updates to be provided by the Consultant over the course of the work.

ARTICLE 104: CONSTRUCTION MANAGEMENT AS AGENT - CONSTRUCTION PROCEDURES

104.1 DOCUMENT CONTROL

104.1.1 The Consultant shall create and maintain in Expedition the daily reports, submittals, requests for information, field directives, construction change directives, change orders, correspondence, and any other documents generated. Logs shall show the date each document was received, the content of the document, the date forwarded to whom, the date returned, the number of days with the reviewer, the response, and the date returned to the Contractor.
104.1.2 The Consultant shall maintain a list of names, addresses, and emergency telephone numbers of all contractors, subcontractors, agencies, and major suppliers of materials and equipment and provide an up-to-date list to the City Representative.
104.1.3 Prepare and maintain all documents required to meet regulations.
104.1.4 Use acid free paper for Project documents that will become the permanent record for the Project.

104.1.5 Daily Reports. The Consultant shall:
104.1.5.1 Be responsible for producing, in Expedition and separate from the Contractor's daily report requirement, a report for each day describing the events which took place, including any relevant conversations, construction conflicts and site meetings.
104.1.5.2 Ensure that the Consultant's daily reports include all of the items required in the Contract Documents, including:

- **104.1.5.2.1** Working and non-working hours on the Project site,
- **104.1.5.2.2** The weather conditions and possible weather related delays,
- **104.1.5.2.3** Name of contractors, suppliers and distributors on site and number of workers for each listed by skill level,
- **104.1.5.2.4** Deliveries made and the quantity of each delivery,
- **104.1.5.2.5** Equipment on site by model, and year if possible and whether it was active or idle,
- **104.1.5.2.6** Inspections and tests conducted and the amount of inspector time spent on site,
- **104.1.5.2.7** Construction activities conducted and work completed including daily quantities,
- **104.1.5.2.8** Traffic controls in place,
- **104.1.5.2.9** Description of any controversy and how or if the dispute was settled; any problems that may have delayed the progress and the reasons for the delay together with the amount of time, personnel and equipment that were idled due to the problem; dates relative to questions of extras or deletions,
- **104.1.5.2.10** Instructions given and received and how and to whom the instruction was transmitted (field directive, change order, etc.),
- **104.1.5.2.11** Any accidents on site and in the general vicinity; safety concerns and actions taken,
- **104.1.5.2.12** Full descriptions of any utility conflicts or hits encountered together with actions taken and resources idled.

104.1.6 As-Builts. The Consultant shall:
104.1.6.1 Maintain a complete set of as-built drawings and specifications for the Project, independent of the Contractor's as-builts.
104.1.6.2 Verify that the Contractor is maintaining as-built drawings and specifications in accordance with the Contract Documents.

104.1.7 Photographs. Provide daily photographic documentation of Project site, on CD ROM, prior to and during construction, and make special note of any pertinent situations.

104.1.8 Project Status Reporting. The Consultant shall:
104.1.9 Provide periodic project status updates in accordance with city management reporting frequencies and as instructed by the City Representative.
104.1.9.1 Prepare a monthly progress and summary report and submit it to the City with the Consultant's monthly invoice for services.

104.2 PROJECT CONTROL

104.2.1 The Consultant shall have a representative on-site at all times during construction activity to ensure that activities are performed in accordance with the Contract Documents.

104.2.2 Authority.
104.2.2.1 The Consultant has the authority to:
104.2.2.1.1 Issue Notices of Non-Compliance, after consultation with the City.
104.2.2.1.2 Reject delivered non-compliant materials.
104.2.2.1.3 Issue clarifications not resulting in cost, time or esthetic changes, after consultation with the City.
104.2.2.1.4 Issue Field Directives for emergencies and situations that require immediate response, after making every effort to immediately consult with the City about the directive.
104.2.2.2 The Consultant does not have the authority to:
104.2.2.2.1 Sign Construction Change Directives.
104.2.2.2.2 Sign Change Orders.
104.2.2.2.3 Sign the Certificate of Substantial Completion.
104.2.2.2.4 Revise the design or approve alternate materials.
104.2.2.2.5 Inspect any work other than that for which they are specifically certified.
104.2.2.2.6 Make public news releases or other information about the Project available to the public or news media.
104.2.2.2.7 Sign or initial any paperwork generated by the Contractor, including verifications of work completed or quantities removed or delivered. All such work verifications and other Contractor paperwork issues shall be noted in the Consultant's Daily Reports. The exception to this policy is the receipt of documents, samples, drawings, and similar items received from the Contractor, which may be signed for as received.

104.2.3 Meetings. The Consultant shall:
104.2.3.1 Organize and lead all progress and pre-placement meetings in accordance with the Contract Documents.
104.2.3.2 Record all meeting minutes in Expedition and distribute copies for review and approval, and make any reasonable and merited adjustments to the meeting minutes when requested.
104.2.3.3 Participate in periodic partnering meetings and draft minutes from such with copies forwarded to the City Representative for review and approval.

104.2.4 Coordination. The Consultant shall:
104.2.4.1 Coordinate with agencies and City staff on all aspects of the Project.
104.2.4.2 Keep agencies informed of the City's public information program.
104.2.4.3 Work with the City public information officer in coordinating groundbreaking and grand opening events, and emergency situations.
104.2.4.4 Work with homeowners, businesses and the public at large to resolve issues and provide updated information as required to give notice of upcoming work activity that may impact them.
104.2.4.5 Monitor any utility work required on the Project, maintain 24 hour phone numbers for utility company contacts, ensure that the proper notices to property owners have been delivered for shutdowns, and coordinate the work with the respective utility agencies and companies.
104.2.4.6 Coordinate the activities of any environmental monitoring required for the Project.
104.2.4.7 Work with the Contractor to resolve coordination issues.

104.2.5 Material Testing. The Consultant shall:
104.2.5.1 Assist in, be aware of the Contractor's schedule of, and note in the daily report on the Contractor's coordination with the on-site quality inspections, special inspections, and material testing services provided by the City's consultants.
104.2.5.2 Ensure that all testing required by the Contract Documents are conducted and the results are distributed.
104.2.5.3 Review and respond to all inspections and test results provided by the Contractor and forward copies of each to the City Representative and designer for review and approval.

104.2.6 Issues Management. The Consultant shall:
104.2.6.1 Track and analyze all Project issues, disputes, and claims. In Expedition link and attach all of the reference documents relating to each issue.
104.2.6.2 Identify and immediately notify the City Representative of any items that have the potential to result in additional project time or cost impact.
104.2.6.3 Consult with and advise the City as to possible change orders; prepare and issue change orders as requested by the City.

104.2.6.4 Report immediately to the City upon the occurrence of any accident or safety concern and document information observed and corrective actions taken. Prepare incident reports for all accidents, regardless of the parties involved.
104.2.6.5 Monitor the Contractor's compliance with any NPDES permits and applicable Best Management practices, issue Notices of Non-Compliance, and notify the applicable enforcement agency, as appropriate.
104.2.6.6 Monitor and respond to all traffic control issues.

104.2.7 Notices of Potential Claim. The Consultant shall:
104.2.7.1 Forward any and all Notices of Potential Claim to the City Representative for review and record.
104.2.7.2 Develop a summary of events and submit it with the Notices of Potential Claim.
104.2.7.3 Draft a response to any Notices of Potential Claim and forward to the City Representative for review and approval.
104.2.7.4 Report any verbal notices of claim to the City Representative and advise the Contractor that written notice is required by the Contract Documents. If written notice is not provided by the Contractor within 48 hours, issue a letter to the Contractor requesting the Contractor's position on the issue in writing.

104.2.8 Communication.
104.2.9 All construction communication between the Contractor's team and the City's team must be funneled to and conducted between the Consultant/City Representative and the Contractor's superintendent/project manager.
104.2.10 All directions to the Contractor shall be in writing except that verbal direction may be provided 1) when safety violations are observed which could threaten life or property, or 2) when a potential delay can be averted by directing the Contractor to proceed. Any verbal directions must be followed by written confirmation to the Contractor within 24 hours.
104.2.11 The Consultant shall not provide verbal interpretations of the technical portions of the drawings and specifications, but rather refer such questions to the designer or City Representative for an answer.
104.2.12 The Consultant shall note in its Daily Report any verbal or written instructions given or received.

104.3 INSPECTION

104.3.1 General. The Consultant shall:
104.3.1.1 Provide inspection of all construction to ensure conformance with the Contract Documents, including the following as applicable to the Project.
104.3.1.2 Verify that all materials match the approved submittals, upon delivery and prior to installation.
104.3.1.3 Verify that the construction matches the dimensions in the Contract Documents.
104.3.1.4 Request verification of the Contractor for any work that appears mislocated on the site either horizontally or vertically. Notify the City Representative if the Contractor does not satisfy the Consultant about the issue so additional surveying may be conducted.
104.3.1.5 Verify that all inspections for permits, code, regulations, and Contract Document compliance have been approved prior to the Contractor concealing any work. This includes, but is not limited to, inspections by agencies, utilities, Public Works, Building and Safety, and Special Inspectors.

104.3.2 Roadway. The Consultant shall ensure that:
104.3.2.1 Utilities are marked.
104.3.2.2 A licensed surveyor provides construction staking showing cut and fill elevations to subgrade and limits of roadway.
104.3.2.3 The Contractor provides someone to perform grade checking as they excavate or place borrow.
104.3.2.4 After Contractor's grade checker verifies the finished grade elevation for subgrade, a licensed Nevada surveyor provides hubs verifying the subgrade elevation at 50 foot intervals. At a minimum, the hubs are to be placed at the back of curb and roadway crown locations.
104.3.2.5 The City material testing consultant provides field density testing of the subgrade material for conformance to the Contract Documents.
104.3.2.6 The licensed surveyor provide hubs at 50 foot intervals after the Contractor completes the placement of aggregate base course material and has the grade checker verify the finished grade elevation. At a minimum the hubs are to be installed at the back of curb and roadway crown locations.
104.3.2.7 The field density testing of the aggregate base placement acceptable for grade and surface tolerances has been satisfactorily met.
104.3.2.8 The Contractor has approved submittals for aggregate base courses and geotech tile material, if applicable, prime and tack coat, and AC plant mix prior to Contractor placing material.
104.3.2.9 The Contractor place tack coat and prime coat, if applicable, prior to placing bituminous plant mix surfacing.
104.3.2.10 The proper AC mix is used and collect AC tickets while Contractor places AC plant mix.
104.3.2.11 The AC plant mix placement surface is compliant for required texture and tolerance.

104.3.3 Traffic Control. The Consultant shall:
104.3.3.1 Maintain copies of approved barricade plans and perform a daily traffic zone review for compliance.

104.3.4 Concrete Structures. The Consultant shall ensure that:
104.3.4.1 The Contractor submittals including mix designs have been approved prior to installation.
104.3.4.2 The Pre-placement Inspections have been completed including:

104.3.4.2.1 Lines and Grades including location, elevation, dimensions, shape, drainage, preparation of surface, and bearing.
104.3.4.2.2 Forms including specified type, location, dimensions, tolerances, alignment, stability, surface preparation, tightness, chamfer strips, inspection openings, cleanliness, temperature, and accessories.
104.3.4.2.3 Reinforcing Steel including size (diameter, length, bends, anchorage), grade, location (number of bars, spacing, cover), splices (overlap, mechanical splice, welded joint, welder qualifications and welder procedures), stability (wire ties, chairs, spacers), cleanliness (no loose rust, oil, paint, dried mortar, concrete), and protective coating.
104.3.4.2.4 Prestressing Steel (pre- and post-tensioned) including strand, wire, or bar placement, size, location, grade, anchorage, tensioning sequence, loading and elongation measurements, concrete stressing strength verification, cleanliness, condition of sheathing and protective coating, grouting of post-tensioned tendons, and sealing of the end anchors.
104.3.4.2.5 Embedments including location, size, and condition.
104.3.4.2.6 Blockouts including location, size, and condition.
104.3.4.3 The Placement Inspections have been completed including:
104.3.4.3.1 Conditions including coordination of concrete delivery, protection against sun, rain, hot, cold, lighting and power.
104.3.4.3.2 Field Tests of Concrete including use of specified mix, field water additions, slump (AASHTO T119), temperature (maximum and minimum as specified), air content (pressure or volumetric, AASHTO T196, T152), unit weight (AASHTO T121), yield (AASHTO T121), cylinder specimens (identification, mix, location, date), discharge of ready-mix concrete truckload before 300 revs or 90 minutes (ASTM C94), and initial curing of cylinder specimens, i.e. field curing (AASHTO T23).
104.3.4.3.3 Conveyance of Concrete including nonreactive materials, prevention of segregation and loss of materials, prevention of contamination, condition of conveying equipment (smooth surfaces, no holes, cleanliness), and use of drop-chutes or funnel hoses to contain freefall.
104.3.4.3.4 Placement of Consolidation of Concrete including preparation of contact surfaces, ability of conveying method to place concrete in all areas of the placement, mortar bedding (use of starter mix), prevention of segregation (no chuting or dropping against forms or reinforcement), depth of layer (maximum limit), external vibration (spacing to prevent dead spots), internal vibration (depth of insertion, spacing, time, vertical insertion, no movement of concrete by vibration), even layering around openings and embedments, removal of bleed water, and removal of temporary ties and spacers.
104.3.4.3.5 The Post-Placement Inspections and Tests have been completed including:
104.3.4.3.6 Finishing, curing, and formwork and shore removal including specified finish, protection of surfaces from cracking due to rapid drying, proper curing temperature, form removal (field cured cylinder tests or other approved tests), curing compound (ASTM C309), and finish of formed surfaces (patching and repairs).
104.3.4.3.7 Shoring Removal including location, time of removal, and sequence of removal.
104.3.4.3.8 Tests of Hardened Concrete including curing of specimens (AASHTO T23), preparation of concrete cores (AASHTO T22), capping (ASTM C617), tests for compressive strength (AASHTO T22), tests for split tensile strength (ASTM C496), air dry unit weight of lightweight concrete (ASTM C567), flexural strength (ASTM C293, ASTM C78), specific gravity, absorption, and voids (ASTM C642), first crack strength and toughness fiber reinforcing (ASTM C1018), and non destructive tests.

104.3.5 Underground Utilities. The Consultant shall ensure that:
104.3.5.1 The Contractor is notifying all utilities affected to have their underground utility lines and substructures marked prior to construction.
104.3.5.2 The Contractor is delivering and installing materials that match the approved submittals.
104.3.5.3 The Contractor has notified the City five days in advance of construction that he has reviewed the locations and potholed all existing underground utilities that may have a conflict with any portion of the work.
104.3.5.4 The Contractor has notified all affected property owners 48 hours in advance of any scheduled utility shutdowns.
104.3.5.5 The Contractor is in compliance with OSHA Construction Standards and the Contract Documents for trench safety and excavations. Consultant shall perform a daily review of any open trenching for compliance. The Consultant shall be thoroughly knowledgeable with OSHA Construction Standards 29 CFR Part 1926 Subpart P Excavations and the City's Safety Policy/Procedure for Excavations, and immediately notify the Contractor and City Representative of any safety concerns.

104.3.6 On-Site Construction. In addition to the code inspections being conducted by Building and Safety, Special Inspectors, and the City's traffic equipment field personnel for site electrical and streetlights, the Consultant shall ensure that the constructions is compliant with the Contract Documents, including:
104.3.6.1 Site Work including survey, rough grading, parking lot, lighting, walkways, landscape, irrigation, utilities, ADA accessibility, and site specialties.
104.3.6.2 Building Work including structural, mechanical, plumbing, electrical, fire sprinklers, communication systems, alarm systems, architectural finishes, ADA accessibility, and specialties.
104.3.6.3 At a minimum, verify and measure the following items, if specified:
104.3.6.3.1 Exterior concrete flatwork is at least ¼ inch below finished floor slab elevation.
104.3.6.3.2 Metal gauges of flashings, roofing, doors and frames.
104.3.6.3.3 Exterior metal surfaces are galvanized including hollow metal doors and frames.
104.3.6.3.4 Sheet metal backing is provided on sidewalls of exterior doorways.
104.3.6.3.5 Exterior door hardware is stainless steel.

104.3.6.3.6 Paint thicknesses and minimum number of coats.
104.3.6.3.7 Wood door tops and bottoms are painted.
104.3.6.3.8 Powder-coated painted surfaces are powder-coated.
104.3.6.3.9 Sidewalks not more than 5% and handicap parking spaces not more than 2% slopes.
104.3.6.3.10 Wheelchair space concrete slab area next to the end of benches is provided.
104.3.6.3.11 Five foot diameter clear space in every room for wheelchair turnaround.
104.3.6.3.12 Thresholds and storefront window sills are set in mastic.
104.3.6.3.13 That the roofing manufacturer's representative is present during installation and approves the installation.
104.3.6.3.14 Ceramic tile joints align with structural joints, with sealant and backer rod.
104.3.6.3.15 Six foot minimum clearance from top of totlot equipment to fabric shade.
104.3.6.3.16 Concrete slabs slope to drains. Slabs recessed for floor finishes.
104.3.6.3.17 THW cu wire is used for all exterior electrical.
104.3.6.3.18 Exterior light poles have oversized handholes per city standards.
104.3.6.3.19 Electrical clearances around installed gear meet code.
104.3.6.3.20 Electrical circuit, panel, and equipment labeling meets city standards.

104.3.7 Traffic Signals and Streetlights. The Consultant shall ensure that, if applicable:
104.3.7.1 The construction is complete and accurate prior to the Contractor calling for inspection by the City's traffic equipment field personnel.
104.3.7.2 Recurrent problems are not occurring, including:
104.3.7.2.1 Foundations at the wrong elevation, location, orientation, or bolt size,
104.3.7.2.2 Pull box lids incorrectly marked, street lighting,
104.3.7.2.3 Items missing such as street name signs, block # signs, pole and arm caps, and video cameras,
104.3.7.2.4 Traffic signal heads loose or turned, and
104.3.7.2.5 Underground conduit size incorrect.
104.3.7.3 The Public Works construction services inspection checklist has been reviewed by the Consultant and Contractor prior to calling for inspection including:
104.3.7.3.1 Traffic Signal luminaries, poles, signal mast arm, luminare arm, signal head, opticom, pedestrian heads, J-boxes, push buttons, auto-scope, street name sign, pole base, pull boxes, inductive loops, wire and cabling, signal cabinet, crash caps, signage, and road markings.
104.3.7.3.2 Streetlight luminaries, poles, foundations, pull boxes, crash caps, conduits, and wire and splices.

104.4 TIME AND BUDGET

104.4.1 Contractor Payments. The Consultant shall:
104.4.1.1 Review all applications for payment to ensure that all invoices reflect actual work completed in accordance with the Contract Documents.
104.4.1.2 Verify that all submittals required from the Contractor with each Application for Payment are attached. Request any items from the Contractor that are required but have not been provided and hold application until all required items are provided.
104.4.1.3 In regard to each payment application, issue a recommendation (approval or denial) to the City Representative as to why. The City Representative will then have the responsible charge of either forwarding the application for payment or rejecting it accordingly.
104.4.1.4 Complete the City's standard pay request form and maintain a pay request funding source tally if requested by the City Representative.
104.4.1.5 Provide the written notice required by NRS 338.525 to the Contractor within 20 days for each payment that is less than the amount claimed by the Contractor, and deliver the notice to the Contractor in accordance with NRS 338.455.

104.4.2 Prevailing Wage Records. The Consultant shall:
104.4.2.1 Review the Contractor's monthly prevailing wage records for completeness and accuracy.
104.4.2.2 Notify the City Representative of any reported or discovered prevailing wage violations.
104.4.2.3 Forward all reviewed prevailing wage records to the City for archiving.

104.4.3 Quantities. The Consultant shall:
104.4.3.1 Monitor bid quantities for construction overruns and notify the City Representative if quantities are exceeding the bid amount.

104.4.4 Change Orders. The Consultant shall:
104.4.4.1 Create a Change Order Request (COR) log in Expedition; receive and log all Contractor submitted CORs.
104.4.4.2 Review all CORs and forward them to the City Representative and designer. The Consultant shall generate a summary of the events/circumstances surrounding the COR that includes the Consultant's recommendation regarding each matter.
104.4.4.3 Assist in the negotiations of Change Order pricing.
104.4.4.4 Draft rejections of CORs as deemed appropriate and forward them to the City Representative for review and approval.
104.4.4.5 Prepare the application form and present change orders before the City Change Order Committee for approval.
104.4.4.6 Coordinate and seek the signatures for approval from the City Representative, designer and Contractor for all approved change orders.

104.4.4.7 In the event a change is required but pricing is unable to be mutually agreed upon, the Consultant shall draft a Construction Change Directive to the Contractor and forward copies to the City Representative and designer for review and approval.
104.4.4.8 Track Construction Change Directive (force account) work in sufficient detail to properly evaluate the work effort for payment.

104.4.5 Schedule Submittals. The Consultant shall:
104.4.5.1 Monthly. Review the Contractor's monthly submitted updated schedules during the course of construction for slippage's, logic revisions, changes from previous schedules, incorporation of changed conditions, reasonableness, resource loading, and compliance with the Contract Documents.
104.4.5.2 Revised. Ensure that the Contractor submits revised schedules more frequently than monthly whenever conditions warrant or the Contract Documents require.
104.4.5.3 Recovery. When required by the Contract Documents or requested by the City Representative, require a recovery schedule from the Contractor that is acceptable to the City. Review, monitor, and advise the City on the revised schedule and the course of the recovery.

104.4.6 Schedule Reporting. The Consultant shall:
104.4.6.1 Report all schedule changes to the City within ten working days.
104.4.6.2 Generate a response to the Contractor, which either approves or rejects each Contractor's monthly progress schedule submittal.
104.4.6.3 Provide a monthly written analysis report of the Contractor's monthly update schedule to the City Representative for review and approval.

104.4.7 As-built Schedule. The Consultant shall maintain an as-built schedule on site and update it monthly to accurately represent completed work, plus the Contractor's latest schedule for future work. Provide these schedules to the City Representative each month.

ARTICLE 105: CONSTRUCTION MANAGEMENT AS AGENT - CLOSEOUT PROCEDURES

105.1 DOCUMENT CONTROL

105.1.1 General. Provide a complete record of Project documentation to the City Representative for Project closeout.

105.1.2 Equipment Verification. The Consultant shall:
105.1.2.1 Ensure that all equipment is demonstrated by the Contractor (to the City) to be operational in accordance with the Contract Documents.
105.1.2.2 Ensure that all related equipment manuals and warranties are accounted for and delivered to the City Representative.
105.1.2.3 Verify that all spare parts and materials are provided and accounted for in accordance with the Contract Doument requirements.

105.1.3 As-Builts. The Consultant shall:
105.1.3.1 Review the Contractor's as-built drawings and specifications for accuracy and completeness, compare to the Consultant's as-built set, and consolidate the variations into a single set of documents.
105.1.3.2 Verify that the Contractor has provided accurate monument pre-tie sheet and post-tie sheet information acceptable to the City Surveyor and include in the as-built set of documents.
105.1.3.3 Delivery the coordinated set of as-builts to the City Representative.

105.1.4 Final Report and Delivery of Project Documentation. The Consultant shall:
105.1.4.1 Prepare a final Project summary report.
105.1.4.2 Complete the City's Contractor evaluation form.
105.1.4.3 Deliver all electronic and Expedition files on computer disk (DVD) and hard copy. See Exhibit "B".
105.1.4.4 Place and label Project files in standard stackable cardboard file storage boxes 12x15x10 with lids.
105.1.4.5 Deliver to the City Representative the complete Project record within 30 days of final payment to the Contractor.
105.1.4.6 Maintain copies of Project files for three years.

105.2 PROJECT CONTROL AND INSPECTION

105.2.1 Punchlists and Substantial Completion. The Consultant shall:
105.2.1.1 Upon receiving a Notice of Substantial Completion request from the Contractor, the Consultant shall coordinate and participate in the walk through with the City Representative, designer, and Contractor.
105.2.1.2 For projects with permits issued by Building and Safety, collect from the Contractor and forward the Certificate of Occupancy to the City Representative and file a copy in the Project records. The Certificate of Occupancy is a minimum prerequisite to requesting the Substantial Completion walk through.
105.2.1.3 Develop in Expedition a punchlist generated from the walk through and forward it to the City Representative and designer for review and approval prior to forwarding to the Contractor.

105.2.1.4 Upon a finding by the City Representative that the Project is Substantially Complete, the Consultant shall prepare in Expedition and issue a Certificate of Substantial Completion for signature by the City Representative and designer. Forward fully signed copies to the City Representative and designer for record.
105.2.1.5 Observe and verify that all punchlist items are completed in accordance with the Contract Documents.
105.2.1.6 Upon proper completion of the punchlist items, the Consultant shall ensure that the City Representative is properly and promptly notified to allow for Contractor payment.
105.2.1.7 If requested by the City Representative, assist the facility occupants in coordinating their move in, re-keying, utility services and building system maintenance and security contracts.

105.3 TIME AND BUDGET

105.4 Claims. The Consultant shall evaluate outstanding claims by the Contractor and others and make recommendations concerning each to the City, and work with the City to resolve each.

105.5 Permits. The Consultant shall verify that all permits issued have been completed, signed off by all parties, and filed with the issuing agency; assist the City and Contractor in closing open permits as needed. This includes, but is not limited to, City of Las Vegas, Clark County, Clark County Department of Air Quality and Environmental Management, Southern Nevada Health District, Nevada Division of Protection, Nevada Department of Transportation, and Federal NEPA permits.

105.6 Final Quantities. The Consultant shall determine the final quantities for unit price items and forward a summary to the City Representative for review and record.

105.7 Withholding. The Consultant shall determine the proper amounts to withhold for improper, defective, incomplete, and other punch list work and notify the Contractor in accordance with NRS 338.525 and 338.455. Immediately notify the City Representative when withheld work is satisfactorily completed so payment can be made within 30 days as required by NRS 338.525.

105.8 Liquidated Damages. The Consultant shall determine the amount to subtract from the Contract Amount for Liquidated Damages due to late Project completion and other items contained in the Contract Documents and advise the City Representative, including the following as applicable:
105.8.1 On-Site Work:
- **105.8.1.1** Section 01700, Work Required Complete Prior to Substantial Completion
- **105.8.1.2** Section 01700, Punchlist Completion

105.8.2 Right-of-Way Work:
- **105.8.2.1** Section 108, Punchlist Completion
- **105.8.2.2** Section 624, Traffic Control Plan Deficiency - Maintenance
- **105.8.2.3** Section 624, Traffic Control Plan Deficiency - Safety
- **105.8.2.4** Section 623, LVACTS/FAST Cable Damages

105.8.2.5 Final Payment. The Consultant shall:
105.8.2.6 Collect the required affidavits and related documents required to accompany the final payment and forward them to the City Representative including for all projects:
- **105.8.2.6.1** Certificate of Substantial Completion
- **105.8.2.6.2** Consent of Surety to Final Payment
- **105.8.2.6.3** Consent of Surety and Increase of Penalty
- **105.8.2.6.4** Affidavit of Payment of Debt and Claims

105.8.2.7 And for particular projects as applicable:
- **105.8.2.7.1** Building and Safety: Final Grading Report, Pad Certification, Finish Floor Elevation Certificate, and Drainage Compliance Report.
- **105.8.2.7.2** Offsite Inspection: R-Value Verification Report, Select Backfill Letter, and Final Grading Report.
- **105.8.2.7.3** State Engineer Dam Safety Permission to Impound submittal package.

105.8.2.8 Review the Final Payment request for the proper accounting of all change orders, modifications, final quantity reconciliation, permanent withholding, liquidated damages, and other adjustments made to the Contract Sum over the course of the Project.
105.8.2.9 Obtain the Final Payment approval from the City Representative.

ARTICLE 106: MATERIAL TESTING SERVICES

106.1 GENERAL

106.1.1 The Consultant shall provide staffing and AASTHO certified lab services to provide quality control testing and inspection during construction. The Consultant shall be responsible for reviewing documentation including test reports to ensure compliance with the Contract Documents.
106.1.2 All terms and conditions contained in the Construction Management as Agent Services section of this Agreement also apply to the Material Testing Services and personnel.
106.1.3 Upon discovery the Consultant material testing personnel shall immediately reject unacceptable materials during delivery or installation, and so notify the Contractor verbally and in writing within 24 hours, without prior consultation with the City Representative. Notify the City Representative as soon as practical and enter in the Daily Report.

106.2 DOCUMENTATION

106.2.1 The Consultant's field testing personnel shall notify the City Representative when establishing the time of arrival and departure from the site, or the Consultant's Construction Coordinator if the City Representative is not on site.
106.2.2 The Consultant shall prepare Daily Reports noting the following minimum information over the course of the Project:
- **106.2.2.1** Time beginning inspection and testing
- **106.2.2.2** Time ending inspection and testing
- **106.2.2.3** Total man-hours for each pay rate spent for each day
- **106.2.2.4** Tests or inspections performed
- **106.2.2.5** Rejected materials, failed tests or inspections, re-inspections conducted, uncorrected work

106.2.3 The Consultant shall immediately report to the City Representative verbally and in writing any:
- **106.2.3.1** Testing or inspection that fails specifications or requirements.
- **106.2.3.2** Missed testing or inspections.
- **106.2.3.3** Testing where there is a reasonable doubt that the future test results may not meet the specifications.
- **106.2.3.4** Construction that proceeds without the required testing or inspection.
- **106.2.3.5** Construction that proceeds after uncorrected failed test results or doubtful future results.
- **106.2.3.6** Construction that is not in compliance with the Contract Documents.
- **106.2.3.7** Structural failure or collapse.
- **106.2.3.8** Disciplinary actions taken by regulatory authorities against the Consultant or Contractor.

106.3 SAMPLING AND TESTING CRITERIA

106.3.1 FIELD TESTING

106.3.1.1 The Consultant shall provide field testing for soil, aggregate, concrete, and asphalt required by the Contract Documents.
106.3.1.2 The Consultant shall review and maintain field-testing data and reports for contract compliance.

106.3.2 LABORATORY TESTING

106.3.2.1 The Consultant shall provide laboratory testing for soil, aggregate, concrete, asphalt, and pipe lining required by the Contract Documents.
106.3.2.2 The Consultant shall maintain all source testing data and reports, including retesting of failed tests.

106.3.3 LABORATORY TEST RESULTS

106.3.3.1 Soil Tests
106.3.3.1.1 The Consultant shall perform relative compaction test of subgrade, aggregate base grade and trench backfill for verification of compliance with the project specifications when directed by the City and follow testing frequencies as shown in Item 4 – Testing Requirements. Test results shall be reviewed and delivered to the City's Representative prior to the Consultant leaving the construction site daily.
106.3.3.1.2 The Consultant shall retrieve samples from the Project site and perform laboratory Moisture Density tests when requested by the City. Test results shall be delivered to the City or its Agent within 2 working days following samples being retrieved from the Project site.
106.3.3.1.3 The Consultant shall retrieve samples from the Project site and perform laboratory Sieve Analysis tests when requested by the City. Test results shall be delivered to the City or its Agent within 2 working days following samples being retrieved from the Project site.
106.3.3.1.4 The Consultant shall retrieve samples from the Project site and perform laboratory R-Value tests when requested by the City. Test results shall be delivered to the City or its Agent within 3 working days following samples being retrieved from the Project site.
106.3.3.1.5 The Consultant shall retrieve samples from the Project site and perform laboratory Percent of Wear tests when requested by the City. Test results shall be delivered to the City or its Agent within 2 working days following samples being retrieved from the Project site.
106.3.3.1.6 The Consultant shall retrieve samples from the Project site and perform laboratory Plasticity Index tests when requested by the City. Test results shall be delivered to the City or its Agent within 2 working days following samples being retrieved from the Project site.
106.3.3.1.7 The Consultant shall retrieve samples from the Project site and perform laboratory Sulfate Content tests when required by the City. Test results shall be delivered to the City or its Agent within 3 working days following samples being retrieved from the Project site.

106.3.3.2 Concrete Tests

106.3.3.2.1 The Consultant shall perform on-site slump, temperature, air content, determination of unit weight and consistency tests for verification of compliance with the Project specifications when directed by the City. Test results shall be delivered to the City's Representative prior to the Consultant leaving the construction site daily.

106.3.3.2.2 The Consultant shall prepare a minimum of 4 test cylinders on the Project site at the time of concrete placement and perform laboratory compressive strength tests when requested by the City. Cylinders shall be cured on-site in a cure box supplied by the Consultant, for a period of 24 hours before removal. Results shall be delivered to the City within 2 working days following each cylinder being tested.

106.3.3.3 Asphaltic Concrete Tests

106.3.3.3.1 The Consultant shall perform on-site density tests by utilizing "Density of Bituminous Concrete in Place by Nuclear Method" ASTM D 2950 methodology at the time of asphaltic concrete placement for verification of compliance with the Project specifications when directed by the City. Test results shall be delivered to the City's Representative prior to the Consultant leaving the construction site daily.

106.3.3.3.2 The Consultants shall retrieve samples from the Project site and perform laboratory Extraction/Gradation tests when requested by the City. Test results shall be delivered to the City within 2 working days following samples being retrieved from the Project site.

106.3.3.3.3 The Consultant shall retrieve samples from the Project site and perform laboratory Maximum Theoretical Specific Gravity tests utilizing the Rice methods, when requested by the City. Test results shall be delivered to the City within 2 working days following samples being retrieved from the Project site.

106.3.3.3.4 The Consultant shall retrieve samples from the Project site and perform laboratory Unit Weight and Thickness tests when requested by the City. Test results shall be delivered to the City within 2 working days following samples being retrieved from the Project site.

106.3.3.3.5 The Consultant shall retrieve samples from the Project site and perform laboratory Marshall Series tests when requested by the City. Test results shall be delivered to the City within 3 working days following samples being retrieved from the Project site.

106.3.3.4 Testing Requirements. The following requirements for material control are included as reference standards and incorporated into the scope of work. The Consultant shall be responsible for the following testing methodology:

106.3.3.4.1 Trench Backfill – Material sampled shall be tested in accordance with the test method and frequency indicated:

Control Test	Test Method	Frequency
Maximum Density/Opt. Moisture	AASHTO T180	1 per soil type
Sieve Analysis	AASHTO T27	1 per soil type
Plasticity Index	AASHTO T89 & T90	1 per soil type
Liquid Limit	AASHTO T89	1 per soil type
Sulfate Content	Cal 417-B	1 per soil type

106.3.3.4.2 Subgrade Material – Material sampled shall be tested in accordance with the test method and frequency indicated:

Control Test	Test Method	Frequency
Maximum Density/Opt Moisture	AASHTO T180	1 per soil type, Minimum 2
Sieve Analysis	AASHTO T27	1 per soil type, Minimum 2
Plasticity Index	AASHTO T89 & T90	1 per soil type, Minimum 2
Liquid Limit	AASHTO T89	1 per soil type, Minimum 2
Sulfate Content	Cal 417-B	1 per soil type

106.3.3.4.3 Type II Aggregate Base – Material sampled shall be tested in accordance with the test method and frequency indicated

Control Test	Test Method	Frequency
Maximum Density/Opt Moisture	AASHTO T180	1 per supplier
Sieve Analysis	ASSHTO T27	1 per supplier
Fractured Faces	Nev T230	1 per supplier
Plasticity Index	AASHTO T89 & T90	1 per supplier
Liquid Limit	AASHTO T89	1 per supplier
Resistance (R-Value)	AASHTO T190	1 per supplier
Percent of Wear (500 Rev.)	AASHTO T96	1 per supplier

106.3.3.4.4 Portland Cement Concrete – Concrete cylinders shall be cast and tested in accordance with ASTM. Material shall be sampled and tested as indicated

Portion of Work	Sampling Frequency	No. of Cylinders/ Break Days
Sidewalk	1 set per 1000 LF per day	(4)/7, 14, 28
Curb and Gutter	1 set per 1000 LF per day	(4)/7, 14, 28
Crossgutter	1 set per 1000 LF per day	(4)/7, 14, 28
Misc. Structures	1 set per structure per day	(4)/7, 14, 28
Driveways	1 set per driveway	(4)/7, 14, 28

106.3.3.4.5 Bituminous Pavement – Material sampled during paving operation shall be tested in accordance with ASTM using Marshall Apparatus as indicated:

Control Test	Test Method	Frequency
Marshall Series	AASHTO T245	1 per day
Maximum Theoretical Density	AASHTO T209	1 per day
Asphalt Content	AASHTO T164	2 per day
Aggregate Gradation	AASHTO T11 & T27	2 per day

106.3.3.5 Relative Compaction Testing. The following requirements for Relative Compaction Testing are included as reference standards and incorporated into the scope of work. The Consultant shall be responsible for the following field relative compaction tests:

106.3.3.5.1 Trench Backfill – Backfill shall be tested as indicated:
106.3.3.5.1.1 One test per lift per 100 lineal feet of trench or a minimum of two tests per day.
106.3.3.5.1.2 One test per lateral.
106.3.3.5.1.3 A minimum of two mainline tests between structures.

106.3.3.5.2 Structure Backfill – Backfill shall be tested as indicated:
106.3.3.5.2.1 One test per lift per structure or a minimum of one test per day.
106.3.3.5.2.2 A minimum of one test per structure.

106.3.3.5.3 Subgrade – Subgrade shall be tested as indicated:
106.3.3.5.3.1 One test per 300 to 500 lineal feet per lane (12 foot width) or a minimum of two tests per street.

106.3.3.5.4 Type II Aggregate Base – Aggregate base shall be tested as indicated:
106.3.3.5.4.1 One test per 300 to 500 lineal feet per lane (12 foot width) or a minimum of two tests per street.

106.3.3.5.5 Curb and Gutter – Aggregate base and subgrade shall be tested as indicated:
106.3.3.5.5.1 One test per 500 lineal feet of curb and gutter or curb or a minimum of two per street.

106.3.3.5.6 Crossgutter – Aggregate base and subgrade shall be tested as indicated:
106.3.3.5.6.1 Two tests per complete crossgutter.

106.3.3.5.7 Sidewalk – Aggregate base and subgrade shall be tested as indicated:
106.3.3.5.7.1 One test per 500 lineal feet of sidewalk or a minimum of one per street.

106.3.3.5.8 Driveways – Aggregate base and subgrade shall be tested as indicated:
106.3.3.5.8.1 Residential – one test per complete driveway.
106.3.3.5.8.2 Commercial/Alley – two tests per complete driveway.

106.3.3.5.9 Hot plant mix bituminous pavement – place field density testing of hot bituminous pavement per ASTM D2950 (Nuclear Gauge Method) shall be performed as indicated:
106.3.3.5.9.1 A minimum of five locations per day.

106.4 CLOSE-OUT

106.4.1 The Consultant shall deliver a final report containing all test results, stamped and sealed by a Nevada professional Engineer.
106.4.2 The Consultant shall, at no additional cost, properly retain samples for a period of one year after completion of the Project, and a longer period if so instructed by the City in which case reasonable storage charges will be negotiated prior to the time extension, or the samples delivered to the City if charges cannot be negotiated.

END OF EXHIBIT "A"

EXHIBIT "B"

REQUIRED SUBMITTALS

ARTICLE 200: GENERAL

200.1 For the services set forth in **Exhibit "A"** (Scope of Services), the Consultant shall provide the following minimum submittals and deliverables for the Project, delivered to the City unless noted otherwise, which shall be accomplished as soon as practical after the completion of each event, task, phase, and service, and as a prerequisite to payment for each related event, task, phase, and service. Reference the entire Agreement and other Exhibits for additional Consultant submittals, and documents to be forwarded from the Contractor.

200.2 All reports shall be on white acid-free paper, 8-1/2 x 11 inches, suitable for photocopying and bound in booklet form. It is understood that the City may make and distribute copies of the reports as necessary in connection with the Project without incurring obligation for additional compensation.

200.3 Certificates of Insurance

The Consultant shall deliver to Insurance Tracking Services, Inc. (ITS), the City's authorized designated representative, a certificate of insurance with respect to each required policy to be provided by the Consultant under this Agreement. The required certificates must be signed by the authorized representative of the insurance company shown on the certificate with proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon.

Submit certificates of insurance to:

City of Las Vegas
C/O Insurance Tracking Services, Inc. (ITS)
P.O. Box 21919
Long Beach, CA 90801

Account Manager: Michael Palacios
Phone: (888) 435-2955 ext. 503
Fax: 562-435-2999
Email: michael.palacios@instracking.com

A certified, true and exact copy of each of the Project specific insurance policies (including renewal policies) shall be provided to the City upon request.

The Consultant shall promptly deliver to ITS a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to ITS not less than 30 days prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof.

ARTICLE 201: PRE-CONSTRUCTION

201.1 The Consultant shall provide the following:

201.1.1 Resumes for each staff person assigned to the Project for City approval.

201.1.2 Consultant's policy and procedure manual for construction management for City approval.

201.1.3 Project participant contact list including names, addresses, and emergency telephone numbers of all contractors, subcontractors, agencies, and major suppliers.

201.1.4 The Consultant's list of recommended pre-construction conference meetings to the City for approval (concrete pours, roofing, etc.).

201.1.5 List of deferred submittals.

ARTICLE 202: CONSTRUCTION PHASE – MONTHLY INVOICES

202.1 **Consultant's Invoice.** Together with the Consultant's monthly invoice for services, provide copies of the following documents for the period covered by the invoice:

202.1.1 A narrative report of the monthly activities and progress.

202.1.2 Consultant's daily photographs of construction activities.

202.1.3 Consultant's current As-Built Schedule of construction progress and future construction schedule, in both paper and Microsoft Project, P6 or approved equal electronic file format.

202.2 Contractor's Payment Request. Together with forwarding the Contractor's monthly payment request, provide copies of the following documents for the period covered:

202.2.1 Prevailing wage records.

202.2.2 Contractor's photographs of construction activities.

202.2.3 Contractor's current As-Built Schedule of construction progress and future construction schedule, in both paper and Microsoft Project, P6 or approved equal electronic file format.

202.2.4 Consultant's monthly written analysis report of the Contractor's monthly update schedule.

ARTICLE 203: CLOSE-OUT PHASE – FINAL PAYMENT

203.1 Consultant's Invoice. Together with the Consultant's invoice for final payment, or upon termination of this Agreement for any reason, provide:

203.1.1 Report. A final Project summary report.

203.1.2 Daily Reports. The Consultant's Daily Reports, with original signature of the Consultant.

203.1.3 Photographs. The Consultant's daily photographs, labeled and dated.

203.1.4 As-Builts. The coordinated as-built set of drawings and specifications that contains both the Contractor's and Consultant's markups over the course of the Project, including monument tie information.

203.1.5 Electronic Files. Provide a complete and organized record of the Project documentation on labeled DVDs including but not limited to: final as-built drawings, Expedition software generated reports and documents, emails, certified payrolls, payment requests, submittals, shop drawings, test results, delivery tickets, warranties, operating instructions, and close-out manuals.

203.1.5.1 Provide electronic files in the original software format (MS Word, Excel, etc.).

203.1.5.2 Provide pdf or tif electronic files of all fully executed signature documents.

203.1.5.3 Provide electronic copies of all Paper Files referenced in the following paragraph.

203.1.6 Paper Files. All original documents relating to the Project produced during the term of this Agreement, organized and labeled in standard stackable cardboard file storage boxes 12x15x10 with lids.

203.1.7 Evaluation Form. The completed City's Contractor evaluation form.

203.2 Contractor's Final Payment Request. Together with forwarding the Contractor's final payment request, provide copies of the following documents:

203.2.1 Certificate of Substantial Completion

203.2.2 Consent of Surety to Final Payment

203.2.3 Consent of Surety and Increase of Penalty

203.2.4 Affidavit of Payment of Debt and Claims

203.3 And for particular projects as applicable:

203.3.1 Building and Safety: Final Grading Report, Pad Certification, Finish Floor Elevation Certificate, and Drainage Compliance Report.

203.3.2 Offsite Inspection: R-Value Verification Report, Select Backfill Letter, and Final Grading Report.

203.3.3 State Engineer Dam Safety Permission to Impound submittal package.

END OF EXHIBIT "B"

EXHIBIT "C"

PERFORMANCE SCHEDULE

ARTICLE 300: GENERAL

300.1 For the services set forth in **Exhibit "A"** (Scope of Services), the Consultant's work begins upon written notice to proceed from the City. The Consultant's site mobilization shall be performed upon written notification by the City. Services shall be performed by the Consultant in an expeditious manner so as to not delay the progress of the Project, and in accordance with the time requirements described elsewhere in this Agreement.

300.1.1 The Scope of Service and compensation set forth in this Agreement are based upon the Consultant and the City each performing its responsibilities in a timely manner.

ARTICLE 301: LATE AND EARLY COMPLETION

301.1 The anticipated construction start date of the Project is September 2010 with an anticipated construction term of 180 calendar days for the Contractor to achieve Substantial Completion of the Project.

301.2 If the Project is suspended or terminated, or the anticipated construction schedule is reduced, the Consultant shall be paid for the services provided to the date of suspension or termination or the services provided within the reduced schedule in accordance with this Agreement.

301.3 If the anticipated construction schedule is exceeded, the Consultant's compensation may continue to be paid from the Total Not-to-Exceed Cost for Basic Services in **Exhibit "D"** (Fee Breakdown) until this amount has been expended, and if authorized by the City Representative, additionally may be paid from the Total Not-to-Exceed Cost of the Additional Services Allowance in **Exhibit "D"** in accordance with the rates in **Exhibit "E"** (Additional Compensation).

301.4 The City reserves the right to adjust the Consultant services to be provided over the course of the Project, which may include the elimination of the Consultant's role in the Project at any time and for any reason.

END OF EXHIBIT "C"

EXHIBIT "C-1"

Manpower Breakdown

Basic Services	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	TOTAL HOURS
Project Manager	12	12	8	8	8	8	8	8	8	80
Construction Coordinator	155	173	173	173	173	173	173	173	120	1486
Document Control	40	70	40	40	40	40	40	60	40	410
										0
										0
Total Basic Services										1976.0

EXHIBIT "D"

FEE BREAKDOWN

ARTICLE 400: TOTAL COMPENSATION

400.1 The total compensation to be paid to the Consultant for performance of this Agreement including Basic Services, Additional Services, and Reimbursable Expenses shall not exceed $290,100. This amount is comprised of the parts described in this **Exhibit "D"** (Fee Breakdown).

ARTICLE 401: BASIC SERVICES PAYMENT BASED ON HOURLY RATES AND ADDITIONAL SERVICES RATES WITH A TOTAL NOT-TO-EXCEED COST

401.1 For the services set forth in **Exhibit "A"** (Scope of Services), the City agrees to pay to the Consultant based upon the Consultant Hourly Rates and Additional Services Rates established in **Exhibit "E"** (Additional Compensation) based upon the completed and approved services performed for the prior month. The Consultant agrees to perform the services required under this Agreement **Exhibit "A"** (Scope of Services) as directed by the City Representative. Payment shall be made pursuant to monthly invoices submitted in accordance with this Agreement.

BASIC SERVICES		REMARKS
TOTAL NOT-TO-EXCEED COST	$240,100.00	

401.2 The following Basic Services Worksheet **Exhibit D-1** table(s) shows the estimated hours and the dollar cost of those hours to be expended by the Consultant by various personnel and the monthly cost of authorized services and facilities based on the Additional Services Rates established in **Exhibit "E"** over the course of the Project and, although this table represents the basis for how the Total Not-to-Exceed Cost for Basic Services was established, it is not a part of this Agreement and not to be used as the basis for payment. The personnel, hours, facilities, assets, and other services provided will be adjusted over the course of the Project at the direction of the City Representative, with the Consultant earning payment for only those hours and services performed and facilities provided in accordance with this Agreement. The cost of these adjustments shall be calculated utilizing the rates agreed to in this Agreement to the extent they are applicable, or otherwise negotiated prior to performance.

401.1 The City Representative shall have the authority to make work scope adjustments within the Basic Services Not-to-Exceed Cost without processing this Agreement for an amendment to be approved and signed by City Council or their designee if (1) the revisions are documented in writing signed by the Consultant and City prior to performance, (2) the Total Not-to-Exceed Cost for Basic Services is not exceeded, and (3) the change(s) are within the scope of the Project.

401.2 An increase to the Total Not-to-Exceed Cost for Basic Services may only be authorized by written amendment to this Agreement.

ARTICLE 402: ALLOWANCE FOR ADDITIONAL SERVICES

402.1 A Not-To-Exceed Allowance for Additional Services is hereby established as set forth below. The City Representative has authority to pre-authorize in writing Additional Services up to the Total Not-To-Exceed Cost. Services performed prior to receiving the required written authorization or in excess of the Total Not-To-Exceed Cost shall not be obligated for compensation.

402.2 Additional Services are services that are not set forth in **Exhibit "A"** (Scope of Services) as Basic Services, or services that are required after the Total Not-To-Exceed Cost for Basic Services has been expended.

402.3 The Consultant shall be compensated for Additional Services in accordance with the Additional Services fees set forth in **Exhibit "E"** (Additional Compensation), or if no Additional Service fee has been established for the service, in accordance with the Consultant Hourly Rates established in **Exhibit "E"** (Additional Compensation). Additional Service compensation disputes shall be resolved in accordance with the claims and disputes provisions of this Agreement and shall not be cause for the Consultant to delay providing requested services. Payment shall be made for each completed Additional Service pursuant to invoices submitted in accordance with the Agreement.

402.4 Increases to this Total Not-To-Exceed Cost for Additional Services may only be authorized by written amendment to this Agreement.

ADDITIONAL SERVICES		ALLOWED SERVICES
TOTAL NOT-TO-EXCEED COST	$50,000.00	For Additional Services required by an unexpected event or condition, a need to increase management oversight, a construction schedule extension, Consultant overtime costs, additional subconsultants, and other project management activities.

ARTICLE 403: ALLOWANCE FOR REIMBURSABLE EXPENSES

403.1 For the Reimbursable Expenses allowed by **Exhibit "E"** (Additional Compensation), a Not-To-Exceed Allowance is hereby established as set forth below. The Consultant has determined that this Reimbursable Expense Allowance amount will not be exceeded for the allowed Reimbursable Expenses for performance of the Services set forth in **Exhibit "A"** (Scope of Services), and accordingly does hereby assume the risk to complete the performance of this Agreement without further compensation for Reimbursable Expenses should the costs exceed this Total Not-To-Exceed Cost for Reimbursable Expenses. Payment shall be made for each completed Reimbursable Expense pursuant to invoices submitted in accordance with the Agreement.

403.2 Expenses not listed in **Exhibit "E"** (Additional Compensation) as allowed Reimbursable Expenses shall not be compensated without amendment to this Agreement to allow them as Reimbursable Expenses. Increases to this Total Not-To-Exceed Cost for Reimbursable Expenses may only be authorized by written amendment to this Agreement.

REIMBURSABLE EXPENSE ALLOWANCE		REMARKS
TOTAL NOT-TO-EXCEED COST	$0.00	

END OF EXHIBIT "D"

EXHIBIT "D-1"

Hourly Rate

Basic Services	Hourly Rate	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	TOTAL COST
Project Manager	$156.00	$1,872.00	$1,872.00	$1,248.00	$1,248.00	$1,248.00	$1,248.00	$1,248.00	$1,248.00	$1,248.00	$12,480.00
Construction Coordinator	$130.00	$20,150.00	$22,490.00	$22,490.00	$22,490.00	$22,490.00	$22,490.00	$22,490.00	$22,490.00	$15,600.00	$193,180.00
Document Control	$84.00	$3,360.00	$5,880.00	$3,360.00	$3,360.00	$3,360.00	$3,360.00	$3,360.00	$5,040.00	$3,360.00	$34,440.00
		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total Basic Services		$25,382.00	$30,242.00	$27,098.00	$27,098.00	$27,098.00	$27,098.00	$27,098.00	$28,778.00	$20,208.00	**$240,100.00**
Additional Services											**$50,000.00**
Total Basic and Additional Services		$25,382.00	$30,242.00	$27,098.00	$27,098.00	$27,098.00	$27,098.00	$27,098.00	$28,778.00	$20,208.00	**$290,100.00**

EXHIBIT "E"

ADDITIONAL COMPENSATION

ARTICLE 500: CONSULTANT HOURLY RATES

500.1 The following hourly rates are to be used as the basis for negotiation of added and reduced services. These hourly rates are valid for the duration of the Project and include salary costs, overhead, administration and profit. The overhead included in these rates covers all support personnel who normally work on non-specific project tasks including but not limited to receptionists, senior executives together with their assistants, financial accounting personnel, and facility, equipment, and IT maintenance personnel.

CLASSIFICATION (see Exhibit "F" Key Personnel for personnel names)	**RATE**	**UNIT**
Construction Manager	$180.00	Per Hour
Project Manager	$156.00	Per Hour
Construction Coordinator	$130.00	Per Hour
Construction Inspector 1	$130.00	Per Hour
Construction Inspector 2	$115.00	Per Hour
Construction Inspector 3	$85.00	Per Hour
Document Control	$84.00	Per Hour
Survey Crew (2 person)	$215.00	Per Hour
Tortoise/Owl Monitoring	$80.00	Per Hour
Paleontological Monitoring	$100.00	Per Hour

ARTICLE 501: ADDITIONAL SERVICES RATES

501.1 The cost of the following services and facilities has been negotiated as of the date of this Agreement.

SERVICES and FACILITIES	**FIXED FEE**

501.2 The cost of the following testing and laboratory services has been negotiated as of the date of this Agreement.

TESTING and LABORATORY SERVICES	FIXED FEE Per TEST
M/D Relationship	$246.00
Sieve Analysis	$142.00
Plastic Limits	$123.00
Percentage Wear	$225.00
R-Value	$338.00
Fractured Faces	$110.00
Sand Equivalent	$155.00
Extraction Gradation	$336.00
Moisture Content	$30.00
Theoretical Max SpG	$114.00
Bulk SpG-Compacted Mix (2)	$228.00
Marshall-Stability and Flow (2)	$630.00
Retained Tensile Strength (3)	N/A
Bulk SpG-Cores (2)	$136.00
Concrete Compressive Strength (4)	$92.00
Concrete Compressive Strength (6)	$138.00
Rip-Rap SpG	$114.00
Rip-Rap Percentage Wear	$218.00

501.3 These Additional Services Rates are valid for the duration of the Project and include salary costs, equipment, overhead, administration and profit. For Additional Services of sub-consultants, the City shall compensate the Consultant a multiple of **one and five hundredths (1.05)** times the amounts billed to the Consultant for such services, which multiple has been included in the Additional Services fees shown herein.

ARTICLE 502: REIMBURSABLE EXPENSES

502.1 The following Reimbursable Expenses are allowed:

REIMBURSABLE EXPENSE
None authorized or anticipated as of the date of this Agreement.

502.2 For Reimbursable Expenses of the Consultant, the City shall compensate the Consultant a multiple of **one and five hundredths (1.05)** times the actual direct costs incurred by the Consultant. The multiplier includes all compensation for overhead and profit.

502.3 Reimbursable Expenses are limited to specific pre-authorized items or services purchased from third parties to this Agreement, dedicated to only this Project. Additions to the above allowed Reimbursable Expenses may only be granted as a written amendment to this Agreement.

END OF EXHIBIT "E"

EXHIBIT "F"

KEY PERSONNEL LIST

ARTICLE 600: CITY PERSONNEL

600.1 CITY REPRESENTATIVE: Corey Schmidt, P.E.

ARTICLE 601: CONSULTANT'S PROJECT STAFF

601.1 The following personnel will be assigned by to work on the Project. Any changes require City approval.

601.1.1 CONSULTANT REPRESENTATIVE (who may also be one of the following staff): Jeff Radke, P.E.Ken D. Gilbreth, P.E.

601.1.2 CONSTRUCTION COORDINATOR: Kevie Remynse
601.1.3 CONSTRUCTION INSPECTOR: TBA
601.1.4 DOCUMENT ADMINISTRATOR: Victoria Nicolai/Rachel Fredriksen
601.1.5 OTHER PERSONNEL:

601.1.6 RESPONSIBLE IN CHARGE PERSON (Mandatory under NRS 338 Construction Manager as Agent, who may also be one of the above staff)
List name of individual Architect, individual Engineer, or Contractor company name as licensed: Jeff Radke, P.E.
List Architect, Engineer, or Contractor license number: 016036

ARTICLE 602: CONSULTANT'S SUBCONSULTANTS

The following subconsultants will be contracted with and utilized by the Consultant to work on the Project. Any changes require City approval. All work will be performed by the Consultant's employees or the following subconsultants:

602.1.1 MATERIAL TESTING: Geo Tek

602.1.2 ENVIRONMENTAL MONITORING: New Fields

602.1.3 CIVIL ENGINEER: N/A

602.1.4 STRUCTURAL ENGINEER: N/A

602.1.5 MECHANICAL ENGINEER: N/A

602.1.6 ELECTRICAL ENGINEER: N/A

602.1.7 LANDSCAPE DESIGN: N/A

602.1.8 COST ESTIMATOR: N/A

602.1.9 GEOTECHNICAL ENGINEER: N/A

602.1.10 LAND SURVEYOR: N/A

END OF EXHIBIT "F"

City of Las Vegas Agenda Item No.: **45.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 6, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of award of Bid No. 10.1730.15-TF, Vegas Valley Drive Sewer Rehabilitation located at Vegas Valley Drive from Sloan Lane to just outside the City of Las Vegas Water Pollution Control Facility and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: LAS VEGAS PAVING CORPORATION ($3,925,175 - Sanitation Enterprise Fund) - County

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $3,925,175
Funding Source: Sanitation EF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This project consists of the rehabilitation of approximately 1500 linear feet each of 57 inch and 66 inch sanitary sewer using trenchless technology and cured-in-place pipe via an upstream or downstream inversion. The project also includes the inspection and point repair of approximately 1500 linear feet of reinforced concrete pipe and a downstream junction structure as well as the design of a bypass pumping and piping system and other project related work.

PCC: T. Fernandez
POC: A. Milhalsky - (702) 251-5800

RECOMMENDATION:
That City Council approve the award of Bid No. 10.1730.15-TF, Vegas Valley Drive Sewer Rehabilitation to Las Vegas Paving Corporation in the amount of $3,925,175 and approve the construction conflicts and contingency reserve of $392,517. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Bid Abstract

PRLIMINARY BID ABSTRACT
10.1730.15-TF
Vegas Valley Drive Sewer Rehabilitation

				Las Vegas Paving Corp.		Insituform Technologies, Inc.	
ITEM NO.	DESCRIPTION	U O M	QTY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
109.01	OWNER CAUSED DELAY ALLOWANCE	DAY	10	$500.00	$5,000.00	$500.00	$5,000.00
109.02	OWNER CAUSED DELAY AMOUNT IN ADDITION TO ALLOWANCE	DAY	10	$500.00	$5,000.00	$100.00	$1,000.00
200.01	MOBILIZATION AND DEMOBILIZATION	LS	1	$210,000.00	$210,000.00	$210,000.00	$210,000.00
622.01	CONSTRUCTION SURVEYING	LS	1	$5,250.00	$5,250.00	$2,000.00	$2,000.00
624.01	TRAFFIC CONTROL AND MAINTENANCE	LS	1	$42,000.00	$42,000.00	$50,000.00	$50,000.00
625.01	PORTABLE CHANGEABLE MESSAGE SIGN	DAY	200	$47.00	$9,400.00	$50.00	$10,000.00
625.02	ARROW DISPLAY	DAY	200	$16.00	$3,200.00	$50.00	$10,000.00
637.01	DUST CONTROL	LS	1	$7,800.00	$7,800.00	$2,000.00	$2,000.00
637.02	NPDES DISCHARGE PERMIT	LS	1	$500.00	$500.00	$200.00	$200.00
690.01	(57-INCH) CURED-IN-PLACE PIPE LINER	LF	1,500	$259.00	$388,500.00	$420.00	$630,000.00
690.02	(66-INCH) CURED-IN-PLACE PIPE LINER	LF	1,500	$355.00	$532,500.00	$470.00	$705,000.00
691.01	COATING EXISTING JUNCTION STRUCTURE	SF	3,000	$20.00	$60,000.00	$21.75	$65,250.00
691.02	COATING ACCESS MANHOLE	SF	300	$20.00	$6,000.00	$21.75	$6,525.00
692.01	REMOVAL AND DISPOSAL OF SEDIMENT AND DEBRIS	CY	1,335	$35.00	$46,725.00	$35.00	$46,725.00
693.01	PRELIMINARY CCTV INSPECTION	LF	4,500	$2.00	$9,000.00	$30.00	$135,000.00
693.02	PRE- AND POST- CIPP LINING AND T-LOCK REPAIR CCTV INSPECTION	LF	9,000	$10.00	$90,000.00	$1.50	$13,500.00
695.01	DIVERSION OF SEWAGE FLOW	LS	1	$2,400,000.00	$2,400,000.00	$2,744,000.00	$2,744,000.00
696.01	FERRIC CHLORIDE	GAL	12,000	$3.50	$42,000.00	$0.50	$6,000.00
697.01	INSPECTION AND SPARK TESTING OF PIPELINE PVC-LINING	LF	1,500	$9.00	$13,500.00	$9.00	$13,500.00

				Las Vegas Paving Corp.		Insituform Technologies, Inc.	
ITEM NO.	DESCRIPTION	U O M	QTY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
697.02	INSPECTION AND SPARK TESTING OF JUNCTION STRUCTURE PVC-LINING	LF	35	$45.00	$1,575.00	$111.00	$3,885.00
697.03	INSPECTION AND TESTING OF PVC WELD STRIPS	EA	200	$98.00	$19,600.00	$2.00	$400.00
697.04	REPAIR OF PVC-LINING AND WELD STRIPS	LI	325	$29.00	$9,425.00	$400.00	$130,000.00
697.05	REPAIR OF PINHOLES IN PVC-LINING	EA	325	$56.00	$18,200.00	$20.00	$6,500.00
	Total Base Bid Amount				$3,925,175.00		$4,796,485.00
	Engineer's Estimate $4,240,190.00						
	Responsive Bidder		Yes				
	Responsible Bidder		Yes				

TO: Cheri Edelman Please review and approve recommended award to Las Vegas Paving Corp.

in the amount of $3,925,175.00

Purchasing & Contracts Representative — 8-3-10 Date

Using Department Authorized Rep Signature — 8/20/10 Date

City of Las Vegas Agenda Item No.: **46.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 6, 2010

DEPARTMENT: FIRE AND RESCUE
DIRECTOR: GREG GAMMON ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Regionalized Interlocal Agreement between the City of Las Vegas, Clark County, the City of Henderson, and the City of North Las Vegas for Emergency Driver Training - All Wards

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**

☐ **Budget Funds Available**

Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
The purpose of this Regionalized Interlocal Agreement between the City of Las Vegas, Clark County, the City of Henderson and the City of North Las Vegas is to jointly provide emergency driver training, as well as standard and consistent emergency driver training instruction across the Las Vegas valley. Currently, the fire departments each provide separate emergency driver training courses for those fire department personnel that operate such equipment. Approval of this Regionalized Interlocal Agreement can save time and money by providing joint training.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Regionalized Interlocal Agreement

REGIONALIZED INTERLOCAL AGREEMENT FOR EMERGENCY DRIVER TRAINING BETWEEN THE CITY OF LAS VEGAS, CLARK COUNTY, THE CITY OF HENDERSON AND THE CITY OF NORTH LAS VEGAS

This Interlocal Agreement is made and executed in this _____ day of _____, 2010, by and among the City of Las Vegas (the "City"), on behalf of Las Vegas Fire and Rescue ("LVFR"), Clark County, on behalf of the Clark County Fire Department (the "County"), the City of Henderson ("Henderson"), on behalf of the City of Henderson Fire Department and the City of North Las Vegas ("NLV"), on behalf of the North Las Vegas Fire Department. The City, Henderson and NLV may hereinafter be referred to individually as a "Party," or collectively as the "Parties."

RECITALS

1. Fire apparatus are large and unique vehicles, and it takes a driver with special skills and knowledge to operate such apparatus safely and appropriately. Currently, the fire departments for the City, Henderson and NLV each provide separate Emergency Driver Training courses for those fire department personnel that operate such apparatus.

2. The Fire Chiefs for the City, the County, Henderson and NLV believe the jurisdictions can save time and money by jointly providing emergency driver training, as well as provide standard and consistent emergency driver training instruction across the Las Vegas valley to the drivers of such fire apparatus.

3. Nevada 277.180(3)(d) permits "the joint and cooperative use of fire-fighting and fire-protection equipment for the protection of property and the prevention and suppression of fire," and the safe operation of such equipment by the Parties is necessary for the protection of property and the prevention and suppression of fire. The Parties will participate in this multi-agency emergency driver training and education to enhance safe-driving by all valley firefighter personnel responsible for driving fire apparatus during emergency and non-emergency calls and incidents, and to provide such personnel with the proper skills for safely and reasonably driving emergency vehicles.

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

AGREEMENT

I. Emergency Driver Training Program.

A National Fire Protection Association (NFPA) Driver Training Requirements. NFPA 1451: Fire Service Vehicle Operations Training Program 5.1.1 requires that "a fire department shall establish and maintain a driver training and education program with the goal of preventing vehicular crashes, deaths and injuries to members, employees, and the public." This program is intended to meet or exceed all NFPA basic training and education requirements, all training frequency requirements, and all NFPA Advanced Driver Training Course requirements. The Lead Instructors shall ensure that the education and training received by students in the emergency driver training courses are current and meets or exceeds all NFPA requirements.

B. Multi-Jurisdictional Advanced Driver Training Program. Attached hereto as Exhibit 1 is the Multi-Jurisdictional Advanced Driver Training Program (ADTP) that shall be used by all Program Instructors. The provisions of the ADTP may only be amended upon a majority vote of the respective Chiefs or their designee, and adoption of the amendments as official department policy by each of the Parties' Fire Departments. Additionally, administrative disputes may be resolved by the Program Instructors by majority votes.

Each of the Parties reviewed the program in its entirety and agreed upon the program terms and conditions. Except as prohibited by respective collective bargaining agreements, each Party shall adopt this ADTP as each Party's official department policy regarding firefighter emergency driver training prior to a Party participating in the Program.

The ADTP consists of a classroom component and a practical component involving "hands-on" driver training with a Program Instructor on an Emergency Vehicle Operator's course as provided by the ADTP. The specific courses will be decided upon and set up by the participating parties at locations that have been agreed upon and secured by proper agreements.

C. ADTP Participants. The Parties shall jointly determine eligibility requirements for participation in the ADTP, as well as indicating those persons that are required to participate in the ADTP.

D. Program Instructors. Each participating agency shall contribute at least one Program Instructor that has completed the necessary training to become a Program Instructor for the ADTP. Every ADTP Instructor will meet the standards set in NFPA 1041(Standard for Fire Service Instructor Professional Qualifications) Each Instructor will possess a Fire Instructor I or higher. While a Party may contribute more than one Program Instructor for purposes of the ADTP, each Party shall designate one Program Instructor as the "Lead Instructor" for purposes of any decision-making or dispute resolution required among the Parties.

E. Equipment. Except as outlined in E(1) the parties shall provide the emergency vehicles and other necessary equipment for the any particular ADTP on rotating basis. All participating parties are responsible for providing vehicles and / or fuel for this program as determined by the lead instructors.

(1) All practical drivers training shall be accomplished in emergency vehicles of a similar make and model to that which is to be used by each of the students. If an attending Party's emergency vehicles are different than those used for the training by the hosting Party, the attending Party must be sure to provide the necessary emergency vehicles for proper training.

(2) Each Lead Instructor or designee for the Party that is providing the vehicles shall inspect all vehicles prior to use in practical driver training and that vehicle must meet state laws of Nevada. Vehicles must also meet NFPA 1901(Standard for Automotive Fire Apparatus)

F. ADTP Schedule. The ADTP shall be scheduled by agreement of a majority of the Lead Instructors, and the location of the ADTP shall rotate among the Parties, as determined by a majority of the Lead Instructors. All aspects of scheduling any particular ADTP shall be determined by a majority of the Lead Instructors.

G. Evaluation. The Program Instructors shall evaluate each of the students pursuant to the ADTP. If a student is below standard in either component of the ADTP, that student's department ADTP instructor will be notified. That students' department will handle the appropriate action from that point forward.

II. Miscellaneous Provisions.

A. Cost of Student Participation. Unless otherwise determined by a majority of the Lead Instructors, there shall be no cost for any member of any Party's fire department to participate in the ADTP.

B. Cost of Party Participation. As provided above, there is no cost for members of a Party's fire department to participate in the ADTP. However, this is based upon each Party contributing an equivalent amount of cost, whether by providing equipment or the location for the training on an annual basis. Those Parties that supply the vehicles and equipment shall pay all costs associated with the use of that Party's emergency vehicles, including fuel and maintenance costs, as well as any consumable equipment and supplies used during the ADTP. Personnel costs for those attending the ADTP shall be borne solely by each Party.

C. Authorizations. Each Party will be responsible for obtaining and maintaining all licenses, permits, certificates and governmental authorizations for its own employees, vehicles and equipment necessary to perform its obligations under this Agreement.

D. No Interlocal Entity Created. This Interlocal Agreement does not create a separate and distinct political subdivision or unit of local government from the Parties for any purposes whatsoever. This Agreement is merely executed to memorialize the means by which the Parties agree to hold joint training exercises for the education of fire department employees.

E. Dispute Resolution. For purposes of this Agreement, the term "a majority of the Lead Instructors," means three (3) of four (4). A two (2) – two (2) split of Lead Instructors means that no agreement occurs and the proposed action may not be taken.

If the Lead Instructors cannot come to a decision because upon a split vote of the Lead Instructors where a majority vote is required, a Lead Instructor may submit the dispute in writing to the Chief of each party's Fire Department for consideration. Within ten (10) days of submission of the writing by one of the Lead Instructors, the Chiefs of the Party's Fire Departments must meet in person to discuss and resolve. To resolve any issue, the Chiefs must make a decision by majority vote. If any Chief is not available for such meeting, a decision must be made upon a majority of the four. If fewer than three Chiefs are available, then the meeting to resolve the matter may not occur. If the Chiefs of the Party's Fire departments cannot resolve an issue, one of the Chiefs may submit the dispute in writing to the Chief Executive Officer of each Party (City or County Manager). Within ten (10) days of submission of the writing by one of the Chiefs, the Chief Executive Officers of the Parties must meet in person to discuss and resolve. To resolve any issue, the Chief Executive Officers must make a decision by majority vote. If any Chief Executive Officers is not available for such meeting, a decision must be made upon a majority of the four. If the Chief Executive Officers cannot reach a majority vote, this Agreement shall terminate upon the failure to reach a majority vote.

F. Liability. The Parties acknowledge that all persons engaged in emergency driver training, either as instructor or student are doing so as a direct condition of employment, and all personal injuries or death occurring as a direct result of participating in this emergency driver training are subject to the policies and insurance coverage of that person's employment with his or her employer. As such, any compensation for injuries and/or death to instructors and students are governed by the appropriate workers' compensation laws of the participant's employer. Nothing in this agreement creates an employer/employee relationship with the other parties.

No person, other than an employee of a Party hereto, may attend or participate in the emergency driver training. High school students participating in an "Explorer Program," CSN students that are enrolled in Fire Science classes nor members of the public "riding-along" with fire department personnel shall not attend or participate in such emergency driver training.

For any causes of action, lawsuits or claims that arise from implementation of this Agreement, each of the Parties is responsible for its own acts and the acts and omissions of its employees, whether the act or omission is intentional or negligent, as limited by the provisions of NRS Chapter 41.

The Parties acknowledge and agree that vehicles and equipment could be damaged or destroyed while used by the instructors and students participating in the ADTP. The Parties acknowledge and agree that each Party shall hold the other Parties harmless, and shall not expect remuneration for damage or destruction of any particular vehicles or equipment used during the ADTP training.

G. Term. The term of this Agreement shall continue until terminated by one of the Parties as provided in H, below, or by operation of, E, above.

H. Termination. A Party may terminate its participation in this Agreement, for any reason or no reason at all, upon thirty (30) calendar days notice to the other Parties. Such termination only terminates the terminating Parties' participation in the Agreement. This Agreement shall continue to be binding and in effect for the remaining non-terminating Parties.

I. Notice.

Clark County Fire Chief 575 E. Flamingo Road, Las Vegas, NV 89119	City of Las Vegas Fire Chief 500 N. Casino Center Blvd. Las Vegas, NV 89101	City of Henderson Fire Chief 223 Lead Street Henderson, NV 89015	City of North Las Vegas Fire Chief 2626 E. Carey Avenue North Las Vegas, NV 89030

J. Modification. Except where specifically provided for the Fire Chiefs or Lead Instructors, this agreement may only be modified by the Parties' City/County Manager.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties on the day and year first above written (the "Effective Date").

CITY OF LAS VEGAS

By:_____
Oscar B. Goodman, Mayor

ATTEST:

By:_____
Beverly K. Bridges, MMC
City Clerk

APPROVED AS TO SUBJECT MATTER

By:_____
Greg Gammon, Fire Chief
City of Las Vegas

APPROVED AS TO FORM

By:_____
James B. Lewis, Deputy City Attorney

CITY OF NORTH LAS VEGAS

By:_____
Shari L. Buck, Mayor

ATTEST:

By:_____
Karen L. Storms, CMC
City Clerk

APPROVED AS TO SUBJECT MATTER

By:_____
Al Gillespie, Fire Chief
City of North Las Vegas

APPROVED AS TO FORM

By:_____
Nicholas Vaskov, Acting City Attorney

CITY OF HENDERSON

By:_____
Mark T. Calhoun, P.E.
City Manager

ATTEST:

By:_____
Monica Martinez Simmons
City Clerk

APPROVED AS TO SUBJECT MATTER

By:_____
Douglas R. Stevens, Fire Chief
City of Henderson

APPROVED AS TO FORM

By:_____
Elizabeth Macias Quillin, City Attorney

CLARK COUNTY, NEVADA

By:_____
Rory Reid, Chairman
Board of County Commissioners

ATTEST:

By:_____

APPROVED AS TO SUBJECT MATTER

By:_____
Clark County Fire Chief

APPROVED AS TO FORM

By:_____
Carolyn Campbell
Deputy District Attorney

City of Las Vegas Agenda Item No.: **47.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 6, 2010

DEPARTMENT: HUMAN RESOURCES
DIRECTOR: DAN TARWATER ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval to contract with Standard Insurance for the City's basic life/AD&D, voluntary life and long-term-disability (LTD) plans ($584,757 – Self Insurance Internal Service Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**

Amount: $584,757
Funding Source: Self-Insurance Internal Service Fund
Dept./Division: Human Resources/Insurance Services Division

PURPOSE/BACKGROUND:
The City currently has long-term disability, basic life insurance and voluntary life insurance plans with three different insurance carriers. A Request for Proposal (RFP) was submitted in July, seeking quotes for a plan that would place the three plans with one carrier for maximum pricing leverage and streamlined administration. As a result of the RFP, Standard Insurance offered the best combination of competitive rates for all three plans. The proposed contract provides for a reduction of $105,528.24 in fees for the city for basic life and LTD, and a 30% reduction in rates for our employees electing to purchase voluntary life. In addition, this will provide an opportunity for an open enrollment period, so employees previously not purchasing voluntary life insurance will be able to do so. Rates are guaranteed for a three year period.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Memo Regarding Standard Insurance

LOCKTON®

MEMO

DATE: August 30, 2010

TO: Vicki Robinson
City of Las Vegas

FROM: Tanna Prince
Ellen Stretlien

SUBJECT: Results of Group Life, Voluntary Life and LTD Marketing

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At the City's request, Lockton recently marketed the City's basic life/AD&D, voluntary life and long-term disability (LTD) plans. The objectives of the marketing process were to:

- Package the plans with one carrier for maximum pricing leverage and streamlined administration.
- Reduce voluntary life insurance rates.
- Hold or reduce basic life and LTD rates.

Request for proposal (RFP) documents were sent to 14 major life and disability carriers, including the three incumbents: MetLife, Sun Life and Standard. Although seven carriers submitted proposals, only the following three submitted proposals that included competitive LTD rates:

- CIGNA
- Reliance Standard
- Standard

Each carrier had to agree to take over each of the existing plans, including inforce coverage amounts and policy provisions. However, you may want to consider aligning policy provisions regarding eligibility, disability/waiver of premium, accelerated death benefits, etc. as the new plans are implemented.

The attached proposal response analysis compares rates proposed by the three finalists, summarizes annual costs for employer-funded life and LTD plans and compares voluntary life insurance premiums under the current and proposed plan at five different age bands.

Standard's proposal presents the best combination of competitive rates for employer-paid plans (basic life and AD&D and LTD) and the voluntary life insurance plan. Although Reliance Standard offers a lower LTD rate, (significantly lower, in fact than the inforce rate), they have clearly offset the LTD rate reduction by keeping the voluntary life insurance rates at their current level, which are 30% higher than voluntary rates proposed by Standard. In addition, Standard is the inforce carrier for the LTD plan, which will minimize implementation and transition activities.

Because the voluntary life insurance plan has been with another carrier for more than ten years, you may want to consider a re-enrollment process. This process will ensure updated beneficiary designations and demonstrate that each employee was informed of the open enrollment opportunity and the new, lower rates. Standard has agreed to hold the open enrollment on a one-time basis and to provide a pre-populated enrollment form for each employee. For currently enrolled employees, the enrollment forms will show the current voluntary life and/or AD&D coverage amount and the new monthly premium. For employees who are not currently enrolled, the enrollment forms will show three life insurance coverage options with corresponding premiums. Standard will collect the forms and accumulate premiums and coverage amounts in a spreadsheet that the City can use to update payroll deductions.

Proposed rates assume a November 1, 2010 effective date. Open enrollment activity should take place in late September/early October in order to separate it from health plan open enrollment in mid-October.

This evaluation of the City's group voluntary plans may also be a good opportunity to re-evaluate the value of the AFLAC program. Although there are a substantial number of employees enrolled in AFLAC policies (862 for an accident plan; 363 for cancer protection; 317 for short-term disability), the policies are over-priced and deliver questionable value. As the cost of health care benefits continues to increase, many employers are re-evaluating the value and cost of AFLAC plans. At a minimum, the City may want to reconsider payroll deductions for the AFLAC STD plan given the City's generous sick pay plan. In most cases, the combination of sick pay plus insured STD benefits replaces 100% or more of pre-disability earnings, which leads to malingering.

Please let us know if you have questions or need additional information.

8430 W. Lake Mead Blvd., Ste. 100
Las Vegas, NV 89128
Phone: (702) 641-4531

City of Las Vegas Agenda Item No.: **48.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 6, 2010

DEPARTMENT: LEISURE SERVICES
DIRECTOR: BILLIE BASTIAN ☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of State of Nevada Division for Aging Services Independent Living Grant (ILG) monies to the Senior Citizens Law Project (SCLP) for providing legal services to senior citizens 60 years of age and older throughout Clark County in the area of Legal Guardianships ($33,750 Grant Revenue - Special Revenue Fund - Match Amount $5,063) - All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: 38,813.00
Funding Source: Special Revenue
Dept./Division: Leisure Services/Senior Citizens Law Project

PURPOSE/BACKGROUND:

These ILG monies will allow the SCLP to fund a part-time staff attorney for the period of nine (9) months. During this nine month funding period, this hourly employee will handle several hundred cases for senior citizens in areas including but not limited to: Consumer Issues, Landlord/Tenant Disputes, Homeowner Association Matters and Small Claims Cases, thus, making available an existing SCLP attorney to accept court appointed Guardianship cases. This funding is to be used to provide legal services to residents of Las Vegas and Clark County with a priority for Las Vegas residents aged 60 and older with particular emphasis placed on the individual's autonomy and free exercise of individual initiative in planning and managing their own lives

RECOMMENDATION:

Staff recommends City Council approval

BACKUP DOCUMENTATION:

1. Notification of Grant Award
2. Confidentiality Addendum

STATE OF NEVADA
AGING AND DISABILITY SERVICES DIVISION
NOTIFICATION OF GRANT AWARD

GRANTEE:	City of LV Department of Leisure Services	**PROGRAM NAME:**	Senior Citizens Law Project
GRANT PERIOD:	10/1/2010 - 6/30/2011	**GRANT AWARD NUMBER:**	03-009-11-LX-11
Type of Service:	Legal Assistance	**New Award:**	Yes
Type of Grant:	Categorical	**Revised Award:**	
Grantee Vendor #:	T40277602	**Award Fiscal Year:**	2011
Funding Source:	State-Independent Living	**Date:**	September 1, 2010

CFDA Number			
	Independent Living		**TOTAL**
AWARD	$33,750.00		$33,750.00
CARRYOVER			$0.00
DE-OBLIGATION			$0.00
SUPPLEMENT #1			$0.00
SUPPLEMENT #2			$0.00
TOTAL AMOUNT AWARDED	$33,750.00	$0.00	$33,750.00
REQUIRED MATCH	$5,063.00	$0.00	$5,063.00

Standard Grant Conditions:

A. The total award amount designates a ceiling of participation by the Aging and Disability Services Division.

B. Funds are requested and disbursed on a monthly basis or on an as-needed basis.

C. The Grantee shall comply with the Program Instructions, Nevada (PINs), and Service Specifications established by the Division. Grantees receiving federal funding must also comply and adhere to the appropriate OMB Circulars and Administrative Requirements.

D. The Division, as Grantor Agency, retains control over any capital equipment, including vehicles that are purchased or provided matching funds.

E. The Grantee shall comply with the scope of services, budget, and assurances defined in the approved grant application. The Grantee must have prior approval from the Division for making significant programmatic or budget changes affecting the scope of service or service delivery method. Grant expenditures must comply with the limitations of the grant agreement.

F. If any part of this award is sub-contracted, the Sub-Grantee must comply with the same grant conditions.

G. The Grantee/Program will acknowledge the Aging and Disability Services Division in publicity, publications and pamphlets. An approved Division logo must be applied to the outside of all vehicles purchased with Division grant funds.

H. The Grantee must submit timely quarterly financial reports for all programs or grant payments will be withheld. For programmatic reporting, programs that comply with the Social Assistance Management System (SAMS) will complete monthly data entry and programs that are not required to comply with SAMS will report quarterly or

I. The Grantee agrees to a limited scope audit to settle any financial disagreements or disputes. Audit costs are to be paid by grantee.

J. All Division funded programs must be listed on the Nevada Aging and Disability Resource Center (ADRC) website - www.NevadaADRC.com.

K. The maximum administrative or indirect costs that can be charged to this grant is limited to 8% of the direct costs, with the exception of fixed fee or equipment awards, for which administrative costs are not allowed.

L. The Division will automatically de-obligate all funds not obligated by the end of the grant award period.

M. The Grantee shall hold harmless, defend and indemnify the State of Nevada, Department of Health and Human Services and the Aging and Disability Services Division from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Grantee's performance or nonperformance of the services or subject matter called for in the Grant Agreement, to the extent limited in accordance with NRS 41.0305 to 41.039.

N. If applicable, the Grantee agrees to the new requirements of Chapter 218 of the Nevada Revised Statutes (NRS) as amended by the 2007 Legislature.

Special Grant Conditions:

1. Grant funds will be placed on hold until the following are received by the RD Program Specialist -
   - Revised Budget Forms
   - Revised Projected Output Measures
   - Remove one paralegal and computer maintenance fees from requested amount.

Carol A. Sala 9/2/2010

Carol A. Sala, Administrator — Date

Statement of Acceptance: I have reviewed and accept the conditions of the grant award.

Signature, Title — Date

DAS-108 (Rev 8/14/03)

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES

AGING & DISABILITY SERVICES DIVISION
CONFIDENTIALITY ADDENDUM

BETWEEN

Aging & Disability Services Division

Hereinafter referred to as "Division"
and

City of Las Vegas Department of Leisure Services

hereinafter referred to as "Contractor"

This CONFIDENTIALITY ADDENDUM (the Addendum) is hereby entered into between Division and Contractor.

WHEREAS, Contractor may have access, view or be provided information, in conjunction with goods or services provided by Contractor to Division that is confidential and must be treated and protected as such.

NOW, THEREFORE, Division and Contractor agree as follows:

I. DEFINITIONS

The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear.

1. **Agreement** shall refer to this document and that particular inter-local or other agreement to which this addendum is made a part.

2. **Confidential Information** shall mean any individually identifiable information, health information or other information in any form or media.

3. **Contractor** shall mean the name of the organization described above.

4. **Required by Law** shall mean a mandate contained in law that compels a use or disclosure of information.

II. TERM

The term of this Addendum shall commence as of the effective date of the primary inter-local or other agreement and shall expire when all information provided by Division or created by Contractor from that confidential information is destroyed or returned, if feasible, to Division pursuant to Clause VI (4).

III. LIMITS ON USE AND DISCLOSURE ESTABLISHED BY TERMS OF CONTRACT OR LAW

Contractor hereby agrees it shall not use or disclose the confidential information provided, viewed or made available by Division for any purpose other than as permitted by Agreement or required by law.

IV. PERMITTED USES AND DISCLOSURES OF INFORMATION BY CONTRACTOR

Contractor shall be permitted to use and/or disclose information accessed, viewed or provided from Division for the purpose(s) required in fulfilling its responsibilities under the primary inter-local or other agreement.

V. USE OR DISCLOSURE OF INFORMATION

Contractor may use information as stipulated in the primary inter-local or other agreement if necessary for the proper management and administration of Contractor; to carry out legal responsibilities of Contractor; and to provide data aggregation services relating to the health care operations of Division. Contractor may disclose information if:

1. The disclosure is required by law; or

2. The disclosure is allowed by the inter-local or other agreement to which this Addendum is made a part; or

3. The Contractor has obtained written approval from the Division.

VI. OBLIGATIONS OF CONTRACTOR

1. **Agents and Subcontractors.** Contractor shall ensure by subcontract that any agents or subcontractors to whom it provides or makes available information, will be bound by the same restrictions and conditions on the access, view or use of confidential information that apply to Contractor and are contained in Agreement.

2. **Appropriate Safeguards.** Contractor will use appropriate safeguards to prevent use or disclosure of confidential information other than as provided for by Agreement.

3. **Reporting Improper Use or Disclosure.** Contractor will immediately report in writing to Division any use or disclosure of confidential information not provided for by Agreement of which it becomes aware.

4. **Return or Destruction of Confidential Information**. Upon termination of Agreement, Contractor will return or destroy all confidential information created or received by Contractor on behalf of Division. If returning or destroying confidential information at termination of Agreement is not feasible, Contractor will extend the protections of Agreement to that confidential information as long as the return or destruction is infeasible. All confidential information of which the Contractor maintains will not be used or disclosed.

IN WITNESS WHEREOF, Contractor and the Division have agreed to the terms of the above written Addendum as of the effective date of the inter-local or other agreement to which this Addendum is made a part.

CONTRACTOR/ORGANIZATION	DIVISION
	Carol A. Sala
Signature	Signature
Print Name	Carol A. Sala
Title	Administrator

City of Las Vegas Agenda Item No.: **49.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 6, 2010

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of an Encroachment Request from SH Architecture on behalf of Regional Transportation Commission of Southern Nevada, owner (northeast corner of Garces Avenue and 1st Street) – Ward 3 (Reese)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
This request consists of the installation of Centennial Fencing along the newly installed NV Energy submersible vault on the north side of Garces Avenue between First Street and Casino Center Boulevard approximately 8 inches wide and 30 feet in length for the proposed RTC Downtown Bus Transfer Terminal.

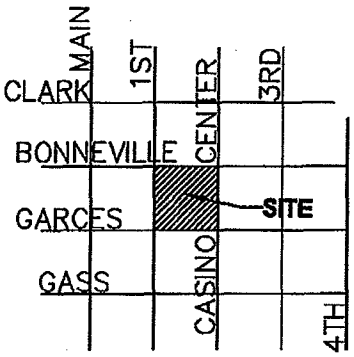
RECOMMENDATION:
Approval. If approved, the applicant will be required to sign an Encroachment Agreement that has conditions of maintenance, liability and removal.

BACKUP DOCUMENTATION:
Encroachment Exhibit "A" (Garces Avenue)

EXHIBIT "A"

NORTH

= =AREA OF ENCROACHMENT



VICINITY MAP
NOT TO SCALE

A.P.N.: 139-34-301-008

AREA OF ENCROACHMENT

8"

CASINO CENTER (PUBLIC)

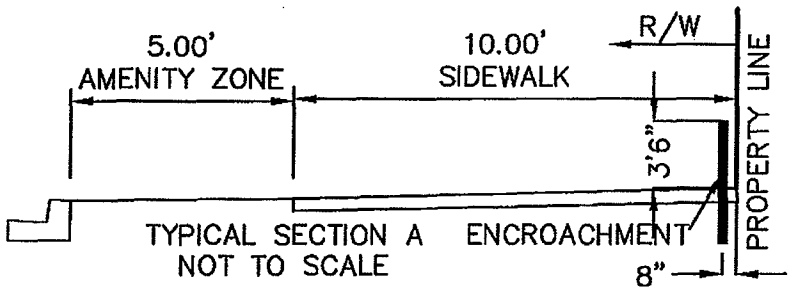
40.00' R/W

30.00'

15.75'

40.00' R/W

GARCES AVE (PUBLIC)



ENCROACHMENT IS STANDARD CENTENNIAL FENCING

City of Las Vegas Agenda Item No.: **50.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 6, 2010

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval authorizing staff to submit a Right-of-Way Grant application to the Bureau of Land Management for Roadway, Sanitary Sewer and Drainage purposes lying within a portion of Section 3, Township 19 South, Range 60 East, Mount Diablo Meridian, generally located East of Buffalo Drive, North of Iron Mountain Road, West of Rainbow Boulevard and South of Moccasin Road - APNs 125-03-101-001 & 125-03-701-001 - Ward 6 (Ross)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

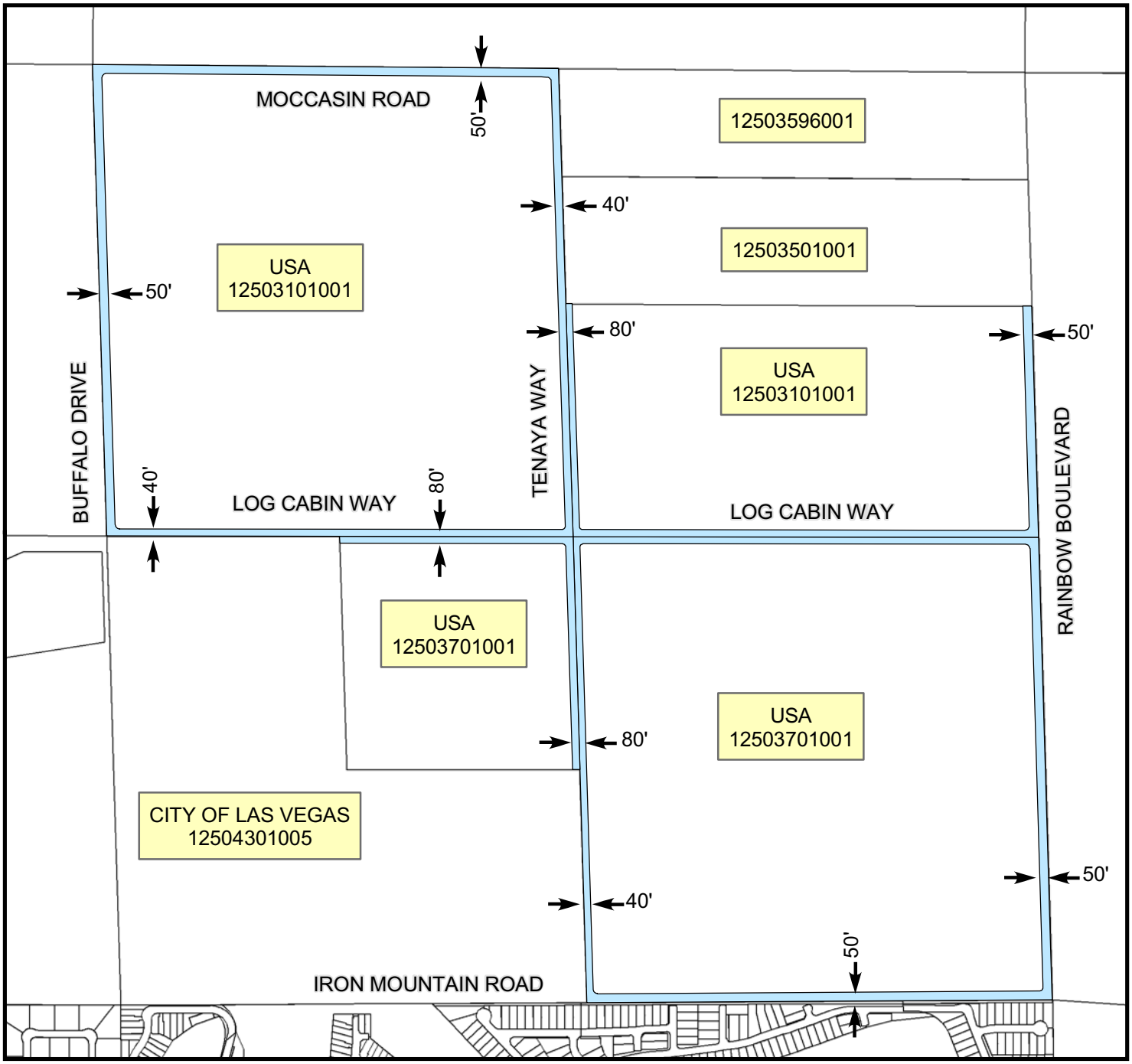
PURPOSE/BACKGROUND:
The City currently has an existing BLM Grant #N-29832 that will expire on 4/7/2011. The application is to renew the existing grant and amend the use to include drainage.

RECOMMENDATION:
Staff recommends approval and authorization allowing City Manager or designee to approve and execute any documents required by the Bureau of Land Management in obtaining and maintaining the grant in good standing with the Bureau of Land Management.

BACKUP DOCUMENTATION:
Map

BLM Right-of-Way Grant N-29832

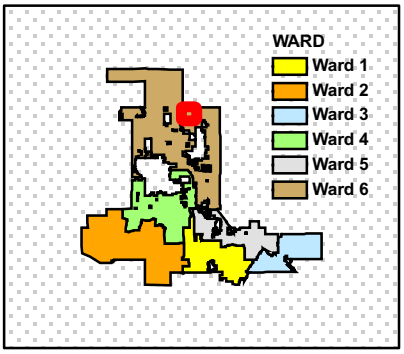
PORTION OF SEC 3, T19S, R60E, M.D.M.











Created by: City of Las Vegas, Right-of-Way on Sep 17 2010

Due to continuous development activity
this map is for reference only.

City of Las Vegas Agenda Item No.: **51.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 6, 2010

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of an Off-Site Improvements Agreement between the City of Las Vegas and Clark County Department of Public Works for connection to existing utilities within Clark County for the extension of power and water service to Tropical Durango Park Phase I project located at 6075 North Durango Drive ($456.16 - Residential Construction Tax [RCT]) - Ward 6 (Ross)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $456.16
Funding Source: RCT
Dept./Division: Public Works/City Engineer

PURPOSE/BACKGROUND:
The Off Site Improvement Agreement between the City of Las Vegas and Clark County Public Works will provide electric power and water service to the project by connecting to existing utilities located within Clark County.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Clark County Off-Site Improvements Agreement

APN: _____

HTE #:_____

NFM # or MSM # (if applicable)_____

When recorded return to:

Clark County Public Works Department
Development Review Division - Bonding

CLARK COUNTY
DEPARTMENT OF PUBLIC WORKS

OFF-SITE IMPROVEMENTS AGREEMENT

This **Agreement** ("Agreement"), is made and entered into this _____day of _____, 20 _____, by and between County of Clark , a political subdivision of the State of Nevada, hereinafter referred to as ("COUNTY"), and, hereinafter referred to as ("DEVELOPER"). Each of the above is individually a "Party" and collectively are "Parties."

The initial addresses of each Party, which one Party may change by giving notice to respective other Party, are as follows:

DEVELOPER	COUNTY
_____	Clark County Public Works Department
_____	500 S. Grand Central Pkwy, lst Floor
_____	Box 551799
_____	Las Vegas, NV 89155-1799

WHEREAS, DEVELOPER is required by the COUNTY to construct Off-site Improvements for the development known as _____ at the following location:

Cross Streets: _____

Assessor's Parcel Number: _____

BCC revised standard form approved June 15, 2010

WHEREAS, DEVELOPER has submitted plans to the COUNTY for a _____ (type of development) (hereinafter referred to as "Project") and are identified by HTE Number _____ (plans identified by HTE Number are hereinafter referred to as "Plans"); and

WHEREAS, the DEVELOPER agrees to construct the Off-site Improvements required by the COUNTY in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, the Parties to this Agreement for and in consideration of the mutual promises herein contained and for other good and valuable considerations, do hereby agreed as follows:

1. CONSTRUCTION OF OFF-SITE IMPROVEMENTS

The DEVELOPER, at his sole cost and expense, shall perform and complete all off-site work and improvements as set forth in the Plans, which may consist of, but are not limited to, streets, street name signs, traffic signs, sewers, water systems, fire hydrants, curbs, gutters, sidewalks, street lighting, driveways, drainage facilities, accesses, and survey monuments (hereinafter referred to as Off-site Improvements). The Off-site Improvements shall be constructed in accordance with the Clark County Code and all applicable permits, regulations, standards and specifications, and Plans, as approved by the Director of Public Works or his authorized representative (Director of Public Works and/or his authorized representative are hereinafter referred to as "Director"), and other requirements of the COUNTY.

2. APPROVAL OF PLANS BY PUBLIC WORKS

No Off-site Improvements shall commence until:

(a) The Plans have been approved by the Director;

(b) All plan-check and inspection fees, as required by Clark County Code Title 30, have been paid;

(c) The performance bond, cash deposit, or agreement in lieu of bond (performance bond, cash deposit, or agreement in lieu of bond are hereinafter referred to as "Security") has been executed in accordance with Title 30 of the Clark County Code; and

(d) All required permits have been issued by the COUNTY.

3. NOTICE OF COMMENCEMENT OF CERTAIN WORK AND REQUEST FOR INSPECTION

(a) The DEVELOPER shall notify the Director at least 24 hours before commencing work on any of the following items:

i. Placing sewer, water, gas, power, telephone lines, and fire hydrants.

ii. Back-filling of sewer, water, gas, power, and telephone lines.

iii. Placing concrete for curb, gutter, sidewalk, valley gutters, storm drain structures, manholes, street lighting foundations, and alley gutters.

iv. Placing Type I and Type II gravel base course.

v. Priming base course.

vi. Placing street lighting and burn testing.

vii. Placing street name signs and traffic control signs.

If the commencement of work is delayed, DEVELOPER agrees to notify the Director of the delay not less than two (2) hours before work was scheduled to begin.

(b) DEVELOPER shall comply with Chapter 30.32 of the Clark County Code for obtaining inspections of work from the COUNTY.

4. APPROVAL OF WORK AFTER INSPECTION BY PUBLIC WORKS

(a) When the Director inspects a portion of the Project, and finds the work performed to be satisfactory for inclusion in the completed Project, the Director shall issue a statement of inspection which authorizes the DEVELOPER to perform the next phase of construction for the Project. Ordinarily, not less than one (1) continuous block of any one (1) of the items of work mentioned will be approved.

(b) Inspection and approval of any item of work, or a portion of the Project, shall not forfeit the right of the COUNTY to require the corrections to quality, workmanship or materials at any time after the inspection and prior to the final acceptance of the Project by the Director , even if previously approved by an oversight.

(c) Nothing herein shall relieve the DEVELOPER of the responsibility for proper construction of the Off-site Improvements and the DEVELOPER shall maintain said Off-site Improvements until the work has been accepted by the Director.

5. ADJUSTMENT TO EXISTING UTILITIES AND COST THEREOF

The DEVELOPER shall, at its sole cost and expense, make the necessary adjustments to all existing utilities resulting from the work and the Off-site Improvements required by the Project and this Agreement.

6. FULL COMPLIANCE WITH COUNTY REQUIREMENTS

The DEVELOPER shall perform and complete all Off-site Improvements in accordance with the Clark County Code and all applicable permits, regulations, specifications, Plans, as approved by the Director, and other requirements of the County.

The DEVELOPER shall obtain all required permits from other County, State, and Federal agencies, including, but not limited to, the Clark County Health District, the Nevada Department of Environmental Protection, and the United States Army Corps of Engineers.

The COUNTY has the right to require corrections to the Plans by the DEVELOPER, at any time before release of the Security required by Title 30 of the Clark County Code and this Agreement, of any item or items contained in the Plans which do not conform to the Clark County Code, permits, standards,specification, laws, regulations or other requirements of the County, even though the Plans for the item in question may have been approved by the Director.

The DEVELOPER shall commence construction of the Off-site Improvements upon receipt of a COUNTY-approved off-site permit and the Off-site Improvements shall be completed prior to expiration of the off-site permit, and in accordance with the Clark County Code and all regulations, standards, specifications, Plans, as approved by the Director, and other requirements of the COUNTY.

In the event the DEVELOPER fails to complete said Off-site Improvements within the required period or, in the event of a threat or danger to the health, safety or welfare of the public that relates to or arises from DEVELOPER's work and/or the Off-site Improvements, as solely determined by the Director, the COUNTY, at its option, may proceed to complete said improvements at the sole cost and expense of the DEVELOPER. The COUNTY may invoice the DEVELOPER for the cost and expense of the work, or any part of the work, performed by the COUNTY. DEVELOPER shall pay the amount stated in the invoice within thirty (30) days after receipt of said invoice. Additionally, the COUNTY may seek recovery from the Security.

7. OTHER CONDITIONS AND REQUIREMENTS

The DEVELOPER further agrees that, in addition to the requirements set forth in this Agreement and the Plans, any and/or all conditions, requirements, stipulations, and agreements made by the DEVELOPER and the Board of County Commissioners and/or the County Planning Commission of Clark County shall be fully performed.

The DEVELOPER further agrees that all work is to be performed by a qualified contractor licensed to do business in the State of Nevada and Clark County.

The DEVELOPER shall maintain, protect, and care for all work areas of the Project, including, but not limited to, any and all adjacent existing improvements, until completion and acceptance by the COUNTY of the Off-site Improvements. Maintenance of any inhabited area of the development, and the adjacent streets and/or neighborhoods, shall include, but not be limited to, sweeping of the streets and maintaining the gutters free of dirt and debris.

The DEVELOPER shall obtain a dust control permit from the Clark County Department of Air Quality for the development. The DEVELOPER is responsible for compliance with Clark County Air Quality regulations and must maintain the dust control for the entire development area until all of the Off-site Improvements are accepted by the Director.

During mobilization, construction and de-mobilization, the DEVELOPER shall maintain the site free and clear from rubbish and debris and shall maintain sufficient and proper traffic control, including but not limited to barricades and lights, in accordance with the latest Manual on Uniform Traffic Control Devices accepted by Clark County.

After excavation or placement of gravel, if the sub-grade and/or gravel base material is left exposed and, in the opinion of the Director, is not properly maintained, thus causing either a rough riding surface or a dust problem, the Director may require the DEVELOPER to do whatever is necessary to provide an adequate travel-way, at DEVELOPER's sole cost and expense. If a detour is needed, the Director shall determine the extent it shall be maintained by the DEVELOPER, which shall include, but is not limited to, the placing of temporary paving, if it is to be used for an extended period of time.

Final acceptance of the work will not be made by the COUNTY until the area of work shown on the Plans and adjacent property has been cleared of all rubbish, surplus materials, and equipment resulting from the contractor's operations, to the satisfaction of the Director.

8. LIABILITY

(a) The DEVELOPER shall indemnify, defend, and hold harmless the COUNTY, its officers, agents, volunteers, and employees, against and from any and all liability, loss, damage, claims, fines, demands, causes of action, costs, expenses, and judgments of whatsoever nature, including, but not limited to, reasonable costs of investigation, reasonable attorney's fees and expenses, all reasonable expert witness fees and expenses, and all court or arbitration or other alternative dispute resolution costs, which result from injury to or death of any persons whomsoever, and/or against and from damage to or loss or destruction of property whatsoever when such injury death, loss, destruction or damage relates to, is due to or arises in connection with or as a result of any work done by the DEVELOPER in connection with the construction of the Off-site Improvements, and/or arises out of or in connection with DEVELOPER's performance or failure to perform the terms and conditions of this agreement.

Developer's obligation to indemnify, defend and hold harmless includes all allegations including, but not limited to, those which may be frivolous, fraudulent, groundless, false or without merit.

At its option, the COUNTY may elect to hire an attorney and/or attorneys to defend the COUNTY, its officers, employees, agents, directors or County Commissioners for any of the items set forth above including, but not limited to, claims, causes of actions, suits, judgments, negotiations, settlements and arbitrations. If the COUNTY exercises this option, DEVELOPER agrees that DEVELOPER remains subject to all indemnification obligations as set forth in this Section, including, but not limited to, payment of all costs, attorney's fees, costs of suit, costs of appeal, and expert witness fees. COUNTY may at any time compromise or settle any claim, cause of action, suits and/or arbitration if the COUNTY pays the settlement or compromise amount; provided, however, that COUNTY and its defense counsel shall not have the right to compromise or settle any claims, causes of action, suits or arbitration in any manner which would obligate DEVELOPER for the payment of money or to take any action without DEVELOPER's prior approval. Notwithstanding the above, if it is determined that Developer fails to indemnify or defend the COUNTY and if it is determined that the DEVELOPER is legally liable to the party with whom settlement was made or in whose favor judgment rendered and the amount to be paid or was paid is reasonable, then DEVELOPER is liable to the COUNTY for that amount, plus all fees and costs as set forth in this Section 8. DEVELOPER agrees, within thirty (30) calendar days of receipt of invoice from the COUNTY to pay all attorney's fees and such other costs and/or expenses as required by the COUNTY in handling of and/or the defense of such claims and any other legal actions in addition to those items mentioned above.

This Section 8(a) survives termination or completion of this Agreement.

(b) DEVELOPER, at its own cost and expense, shall obtain and maintain Comprehensive General Liability Insurance naming the COUNTY, its officers, employees, volunteers, and agents as additional insureds for the duration of this Agreement. General liability coverage must be provided either on a Commercial General Liability form or a Broad Form Comprehensive General Liability form. No exceptions to the standard coverage provided by such forms are permitted. Policies must include, but need not be limited to, coverage for bodily injury, personal injury, Broad Form property damage, premises operations, severability of interest, products and completed operations, and contractual and independent contractors. DEVELOPER shall maintain at all times limits of no less than $2,000,000 combined single limit per occurrence for bodily injury (including death), personal injury, and property damage. The insurance coverage supplied by the DEVELOPER must provide for a 30-day calendar notice to the COUNTY before implementation of a proposal to suspend, void, cancel or reduce in coverage, or in limits, the required insurance coverage. This notice requirement does not waive the insurance requirements contained herein. DEVELOPER shall provide the COUNTY with Certificates of Insurance at the time of executing this Agreement. The certificates and endorsements for any and all insurance policies required by this Agreement are to be signed by a person authorized by the insurer and licensed by the State of Nevada. The insurance obligation does not in any way limit DEVELOPER's liability obligations to the COUNTY.

9. PLAN REQUIREMENTS ON COMPLETION OF IMPROVEMENTS

Upon completion of all the Off-site Improvements within the COUNTY right-of-way required hereby and prior to release of any performance Security, the DEVELOPER shall furnish the Director with an as-built plan which shall accurately indicate, by lettered dimensions, the location of all manholes, the location size and depth of all sewer mains, underground water, power, gas, and other lines, with street plans and profiles for the same, including laterals and "Y's" for connection of house service lines.

10. WARRANTY

The DEVELOPER is responsible should any original or developed defects or failures appear within a period of one (1) year from the date of acceptance of the work by the COUNTY. The DEVELOPER shall, at his own expense, make good such defects and failures and make all replacements and adjustments required, within thirty (30) days after being notified by the COUNTY to do so. All repairs shall be subject to the approval of the Director.

This Agreement does not limit or relieve DEVELOPER from any other obligation or responsibility which the DEVELOPER may otherwise have as a result of the Off-site

Improvements including, but not limited to, any damages or latent defects which may occur beyond the warranty period specified above. Furthermore, DEVELOPER, at all times, is not relieved of any obligation or responsibility it may have by law including, but not limited to, damages for latent deficiencies, injury to real or personal property or injury to or wrongful death of a person, including, but not limited to, the provisions of Nevada Revised Statute 11.204.

11. REQUIREMENTS OF PERFORMANCE BOND OR OTHER SECURITY

The DEVELOPER shall furnish at its sole cost and expense, and at no cost or expense to the COUNTY, Security, in accordance with Title 30 of the Clark County Code, for the full cost of said Off-site Improvements in favor of the COUNTY. The Security must be conditioned on the DEVELOPER complying with all terms and conditions of this Agreement, including, but not limited to, completing said Off-site Improvements within the time period prescribed by this Agreement and complying with the warranty provision of this Agreement. In the event DEVELOPER fails to construct, perform and complete the Off-site Improvements, in accordance with the terms and conditions of this Agreement and/or the Plans, the COUNTY may seek the appropriate recovery against the Security.

Additionally, if the DEVELOPER has suspended work and has failed to provide continued construction during the past sixty (60) days; or if in the event the DEVELOPER, as solely determined by the COUNTY, has created a threat or danger to the health, safety or welfare of the public, the COUNTY may, at its option, seek the appropriate recovery pursuant to the Security.

That DEVELOPER acknowledges that the Security required by Clark County Code Title 30 and this Agreement is only based upon an estimated cost of construction and performance, and in the event that actual cost of the Off-site Improvements exceeds the sum of the Security, DEVELOPER will be obligated and liable for the excess. The DEVELOPER understands and agrees that it may not be relieved from liability simply because the COUNTY seeks recovery against the Security.

Any application for release of said Security upon the completion of the Off-site Improvements by the DEVELOPER shall not be granted unless accompanied by a written certificate from the Director stating that all requirements herein have been satisfactorily completed in accordance with the terms and conditions of this Agreement and the Plans.

12. CERTIFICATE OF OCCUPANCY

No certificates of occupancy shall be granted until such time as the Off-site Improvements have been completed to the satisfaction of the Director, and in accordance with this Agreement. The granting of a certificate of occupancy does not relieve the DEVELOPER of its obligations in this Agreement.

The granting of a certificate of occupancy does not imply that the Off-site Improvements have been properly completed nor authorize the release of the Security.

13. CERTIFICATE OF RELEASE

Upon final acceptance, by the Director, of all of the Off-site Improvements required to be constructed by the DEVELOPER as herein provided, the DEVELOPER shall be issued a certificate of release of said Security, which shall be issued by the Director.

14. NO THIRD PARTY BENEFICIARY

Any inspections or subsequent approvals undertaken by the COUNTY pursuant to express or implied terms of this Agreement are undertaken solely to insure compliance with the terms of this Agreement and are not undertaken for the benefit of any individual or group of individuals as members of the public. It is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. Provisions in this Agreement dealing with inspections, approvals or changes requested or made do not expand the COUNTY's general law duties.

15. ASSIGNMENTS

The DEVELOPER shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of the COUNTY and it is agreed that any attempted transfer or assignment of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without such consent in writing, shall be absolutely void at the option of the COUNTY. DEVELOPER understands and agrees that, if the COUNTY consents to an assignment of this Agreement, it may be required to ensure that the assignee establishes its own Security for the full completion of the off-site improvements as required by this Agreement.

16. AGREEMENT TO BE RECORDED

The DEVELOPER agrees that this Agreement will be recorded upon the land described in Exhibit "A" and this Agreement shall also be binding upon and inure to the benefit of the Parties hereto, their heirs, executors, administrators, successors, and assigns. The DEVELOPER and any heirs, executors, administrators, successors and assigns, if any, shall be jointly and severally liable for DEVELOPER's obligations herein.

17. WAIVER

None of the conditions of this agreement shall be considered waived by either Party unless such waiver is in writing and signed by both Parties. No such waiver shall be a waiver of any past or future default, breach, or modification of any of the conditions of the agreement expressly stipulated in such waiver.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals.

DEVELOPER:

_____
Sign

_____
Print Name

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me this _____ day of _____, 20_____,

by _____
(Developer)

_____
NOTARY PUBLIC in and for said County and State.

CORPORATION CERTIFICATE

I, _____, certify that I am the Secretary of the Corporation named as Developer in the foregoing document; that

_____
was then President of said corporation; that said document was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

_____
SECRETARY

Approved as to form
John S. Ridilla 9/2/10
John S. Ridilla Date
Deputy City Attorney

-- **FOR COUNTY USE ONLY**--

COUNTY OF CLARK, a political subdivision of the State of Nevada

BY _____
ROBERT B. THOMPSON
DEPARTMENT OF PUBLIC WORKS

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

Signed or attested before me on this _____ day of _____ 20_____
by **ROBERT B. THOMPSON**

_____
NOTARY PUBLIC in and for said County and State

NOTARY STAMP:

City of Las Vegas Agenda Item No.: **52.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 6, 2010

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of Sixth Supplemental Interlocal Contract LAS10V03 between City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to decrease design funding in the amount of $38,590.83 for the Gowan North Channel - Lone Mountain Road, El Capitan Way to the Western Beltway - Ward 6 (Ross)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division: PW/City Engineer

PURPOSE/BACKGROUND:
On August 14, 2003 the District approved an Interlocal Contract for design, right-of-way and environmental mitigation associated with the project. On June 8, 2006, a First Supplemental Interlocal Contract was approved to extend the project completion date. On August 14, 2008, a Second Supplemental Interlocal Contract was approved to extend the project completion date. On November 13, 2008, a Third Supplemental Interlocal Contract was approved to extend the project completion date. On May 21, 2009, a Fourth Supplemental Interlocal Contract was approved to extend the completion date. On May 20, 2010, a Fifth Supplemental Interlocal Contract was approved to extend the project completion date. This Sixth Supplemental Interlocal Contract is needed to decrease design funding in the amount of $38,590.83 for the Gowan North Channel - Lone Mountain Road (El Capitan Way to the Western Beltway) to allow for project closeout. The Clark County Regional Flood Control District approved this contract at their August 12, 2010 Board meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Sixth Supplemental Interlocal Contract LAS10V03

SIXTH SUPPLEMENTAL INTERLOCAL CONTRACT

GOWAN NORTH CHANNEL – LONE MOUNTAIN ROAD (EL CAPITAN WAY TO THE WESTERN BELTWAY)

THIS SIXTH SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 18th day of August, 2010 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT", and the City of Las Vegas hereinafter referred to as "CITY".

W I T N E S S E T H

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements, and;

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in the 2008 Master Plan, as Structure Numbers GOBW 0000, GOBW 0048, GONO 0234, GONO 0272, GONO 0325, GONO 0335 hereinafter referred to as "PROJECT"; and

WHEREAS, the PROJECT is identified and shown on the attached Exhibit "A"; and

WHEREAS, the PROJECT has been approved by the DISTRICT on its Ten Year Construction Program; and

WHEREAS, an Interlocal Contract was entered into between the DISTRICT and the CITY on August 14, 2003, June 8, 2006, August 14, 2008, November 13, 2008, May 21, 2009 and May 20, 2010; and

WHEREAS, the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley.

WHEREAS, the CITY wishes to decrease funding for the project.

NOW, THEREFORE, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the CITY agree to the following:

SECTION II – PROJECT COSTS, shall be revised as follows:

The DISTRICT agrees to fund project costs within the limits specified below:

1. The engineering and design shall not exceed $598,064.00.

2. Preparation of right-of-way drawings, descriptions, title reports of the right-of-way required, and appraisals at a cost not to exceed $41,909.17.

3. The total cost of the contract shall not exceed $639,973.17 which includes all of the items described in the paragraphs above.

4. A written request must be made to the DISTRICT and approved by the Board to reallocate funds between phases of the project. No other approval by the Lead Entity is required.

5. A written request must be made to the DISTRICT and a Supplemental Interlocal Contract approved by the Board to increase the total cost of the contract noted above prior to payment of any additional funds.

The remainder of the original Interlocal Contract dated August 14, 2003, First Supplemental Interlocal Contract dated June 8, 2006, Second Supplemental Interlocal Contract dated August 14, 2008, Third Supplemental Interlocal Contract date November 13, 2008, Fourth Supplemental Interlocal Contract dated May 21, 2009, Fifth Supplemental Interlocal Contract date May 20, 2010 shall remain unchanged.

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IN WITNESS WHEREOF, the Parties have caused this Sixth Supplemental Interlocal Contract to be executed by their duly authorized representatives the day and year first above written.

Date of Council Action

_____

City of Las Vegas

By:_____
Oscar B. Goodman
Mayor

Attest

By:_____
Beverly K. Bridges, MMC
City Clerk

Approved as to Form

By: John S. Ridilla 8/24/10
Deputy City Attorney Date

Date of District Action

August 12, 2010

Regional Flood Control District

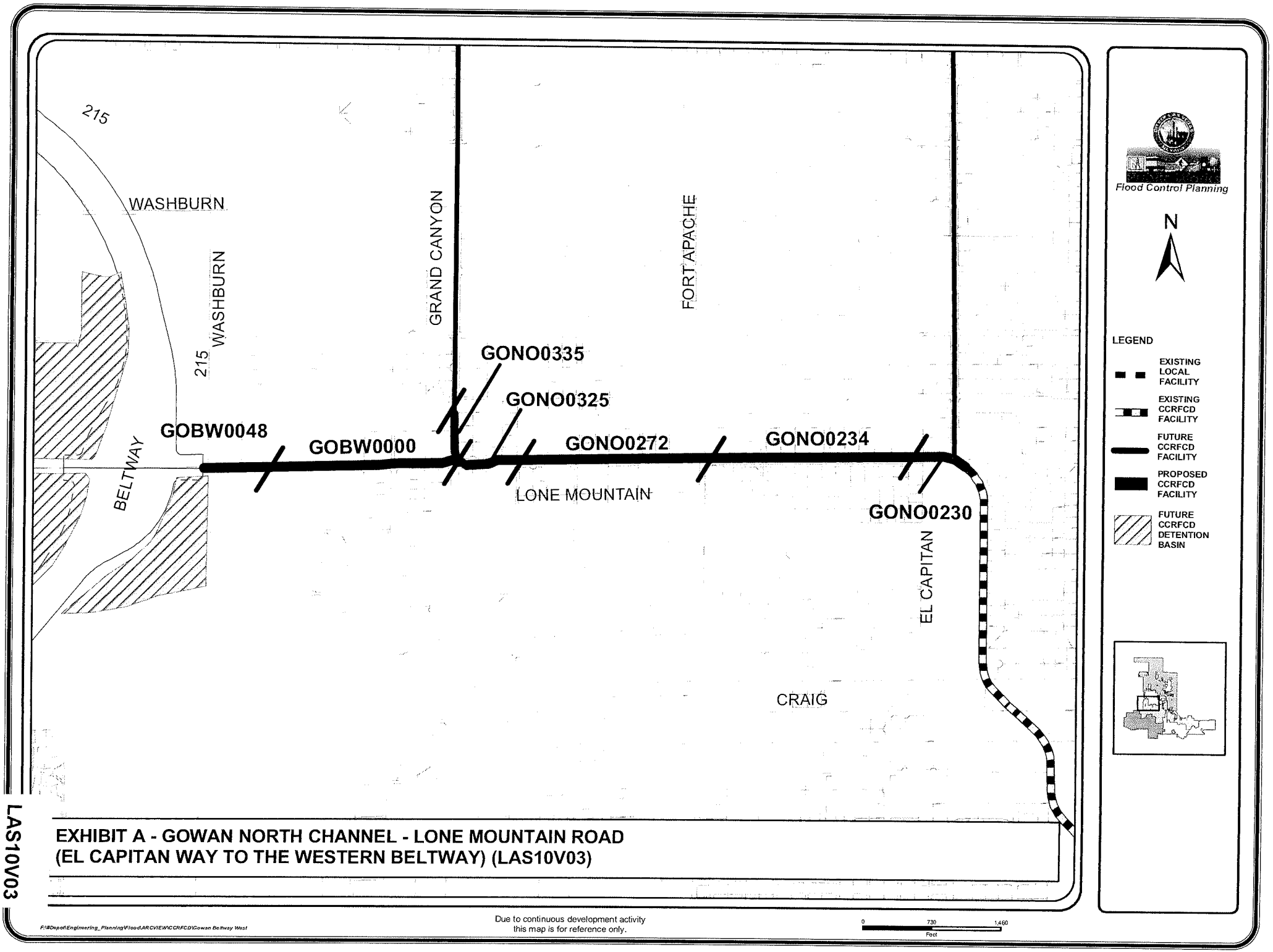
By: Lawrence L Brown III
Lawrence L. Brown, III
Chairman

Attest

By: Carolyn Frazier
Carolyn Frazier
Secretary to the Board

Approved as to Form

By: Chr Figgins Aug 12, 2010
Christopher Figgins Date
Chief Deputy District Attorney


215
WASHBURN
215
WASHBURN
GRAND CANYON
FORT APACHE
GONO0335
GONO0325
GOBW0048
GOBW0000
GONO0272
GONO0234
BELTWAY
LONE MOUNTAIN
GONO0230
EL CAPITAN
CRAIG
Flood Control Planning
N
LEGEND
EXISTING LOCAL FACILITY
EXISTING CCRFCD FACILITY
FUTURE CCRFCD FACILITY
PROPOSED CCRFCD FACILITY
FUTURE CCRFCD DETENTION BASIN
LAS10V03
EXHIBIT A - GOWAN NORTH CHANNEL - LONE MOUNTAIN ROAD
(EL CAPITAN WAY TO THE WESTERN BELTWAY) (LAS10V03)
F:\Depot\Engineering_Planning\Flood\ARCVIEW\CCRFCD\Gowan Beltway West
Due to continuous development activity
this map is for reference only.
0
730
1,460
Feet

City of Las Vegas Agenda Item No.: **53.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 6, 2010

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of Fifth Supplemental Interlocal Contract LAS24B06 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to decrease construction funding in the amount of $1,250,000 for the Gowan North Channel - Lone Mountain Road, El Capitan Way to the Western Beltway - Ward 6 (Ross)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
On January 12, 2006 the District approved an Interlocal Contract for construction management and construction associated with Gowan North Channel, El Capitan Way to the Western Beltway. On December 14, 2006, a First Supplemental Interlocal Contract was approved to extend the award of the contract and the project completion date. On November 13, 2008, a Second Supplemental Interlocal Contract was approved to extend the project completion date. On May 21, 2009, a Third Supplemental Interlocal Contract was approved to extend the project completion date. On May 20, 2010, a Fourth Supplemental Interlocal Contract was approved to extend the project completion date. This Fifth Supplemental Interlocal Contract is needed to decrease construction funding in the amount of $1,250,000 to allow for project close out. The Clark County Regional Flood Control District approved this contract at their August 12, 2010 Board meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Fifth Supplemental Interlocal Contract LAS24B06

FIFTH SUPPLEMENTAL INTERLOCAL CONTRACT

GOWAN NORTH CHANNEL, EL CAPITAN WAY TO THE WESTERN BELTWAY

THIS FIFTH SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 12th day of August, 2010 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT", and the City of Las Vegas hereinafter referred to as "CITY".

W I T N E S S E T H

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements, and;

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in 2008 Master Plan, as Structure Numbers GOBW 0000, GOBW 0048, GONO 0234, GONO 0272, GONO 0325, GONO 0335 hereinafter referred to as "PROJECT"; and

WHEREAS, the PROJECT is identified and shown on the attached Exhibit "A"; and

WHEREAS, the PROJECT has been approved by the DISTRICT on its Ten Year Construction Program; and

WHEREAS, an Interlocal Contract was entered into between the DISTRICT and the CITY on January 12, 2006, December 14, 2006, November 13, 2008, May 21, 2009, and May 20, 2010; and

WHEREAS, the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley.

WHEREAS, the CITY wishes to decrease funding for the project.

NOW, THEREFORE, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the CITY agree to the following:

SECTION II – PROJECT COSTS, shall be revised as follows:

The DISTRICT agrees to fund project costs within the limits specified below:

1. Construction management at a cost not to exceed $176,250.

2. Construction at a cost not to exceed $7,520,000.

3. The total cost of the contract shall not exceed $7,696,250 which includes all of the items described in the paragraphs above.

4. A written request must be made to the DISTRICT and approved by the Board to reallocate funds between phases of the project. No other approval by the Lead Entity is required.

5. A written request must be made to the DISTRICT and a Supplemental Interlocal Contract approved by the Board to increase the total cost of the contract noted above prior to payment of any additional funds.

The remainder of the Interlocal Contract dated January 12, 2006, First Supplemental Interlocal Contract date December 14, 2006, Second Supplemental Interlocal Contract dated November 13, 2008, Third Supplemental Interlocal Contract dated May 21, 2009 and Fourth Supplemental Interlocal Contract dated May 20, 2010 shall remain unchanged.

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IN WITNESS WHEREOF, the Parties have caused this Fifth Supplemental Interlocal Contract to be executed by their duly authorized representatives the day and year first above written.

Date of Council Action

_____

City of Las Vegas

By:_____
Oscar B. Goodman
Mayor

Attest

By:_____
Beverly K. Bridges, MMC
City Clerk

Approved as to Form

By: John S. Ridilla 8/24/10
Deputy City Attorney Date

Date of District Action

August 12, 2010

Regional Flood Control District

By: Lawrence L Brown III
Lawrence L. Brown, III
Chairman

Attest

By: Carolyn Frazier
Carolyn Frazier
Secretary to the Board

Approved as to Form

By: Aug 12, 2010
Christopher Figgins Date
Chief Deputy District Attorney

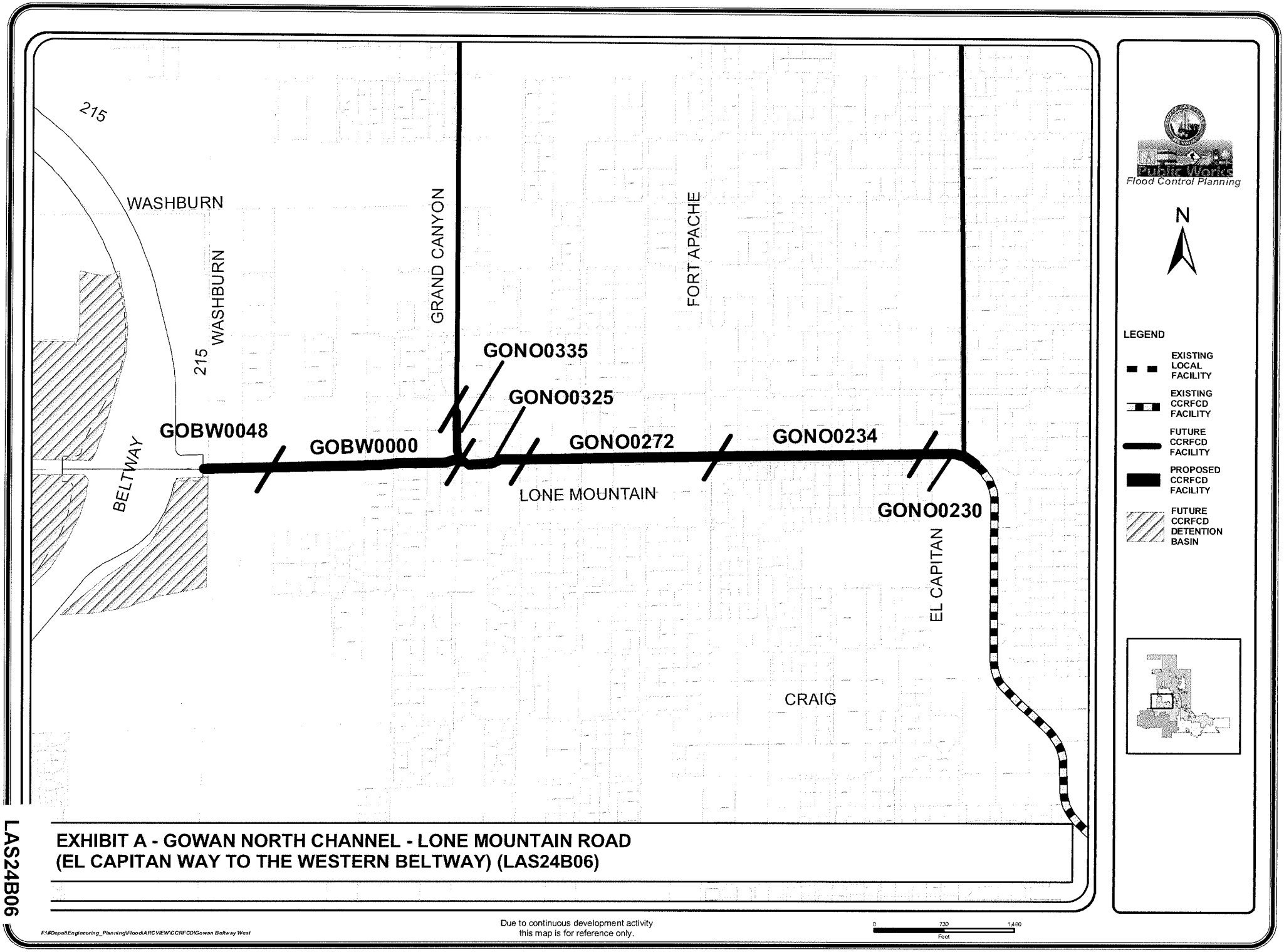


EXHIBIT A - GOWAN NORTH CHANNEL - LONE MOUNTAIN ROAD (EL CAPITAN WAY TO THE WESTERN BELTWAY) (LAS24B06)

LAS24B06

F:\IEDepot\Engineering_Planning\Flood\ARCVIEW\CCRFCD\Gowan Beltway West

Due to continuous development activity this map is for reference only.

0 730 1,460
Feet

City of Las Vegas Agenda Item No.: **54.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 6, 2010

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☒ **Consent** ☐ **Discussion**

SUBJECT:
RESOLUTIONS:

R-64-2010 - Approval of a Resolution Awarding Bid for Special Improvement District No. 1514 - Ann Road and Cimarron Road (west of Leggett Road) ($177,615.50 - Capital Projects Fund/Special Assessments) - Ward 6 (Ross)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $177,615.50
Funding Source: Capital Projects Fund - Special Assessments
Dept./Division: Public Works/SID

PURPOSE/BACKGROUND:
The construction and installation of pavement, curb and gutter, sidewalk, driveway approaches, and streetlights.

RECOMMENDATION:
It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:
Resolution No. R-64-2010

RESOLUTION NO. _____

A RESOLUTION CONCERNING LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1514 - ANN ROAD AND CIMARRON ROAD (WEST OF LEGGETT ROAD); AWARDING THE CONTRACT FOR THE CONSTRUCTION OF THE PUBLIC IMPROVEMENTS IN THE DISTRICT TO THE RESPONSIBLE BIDDER SUBMITTING THE LOWEST AND BEST BID UPON PROPER TERMS; AND PROVIDING THE EFFECTIVE DATE HEREOF.

Summary: Bid Resolution

WHEREAS, the City Council of the City of Las Vegas (hereinafter the "City Council" and "City", respectively) of the County of Clark and State of Nevada, pursuant to the Special Improvement District No. 1514 Creation Ordinance (hereinafter the "Creation Ordinance") created Las Vegas, Nevada, Special Improvement District No. 1514 - Ann Road and Cimarron Road (west of Leggett Road) (hereinafter the "District") and ordered the acquisition of public improvements within such District in the City; and

WHEREAS, a proper notice that sets forth the invitation to submit bids for the furnishing of labor, materials, transportation and services was given by Las Vegas, Nevada, Special Improvement District No. 1514 Provisional Order Resolution in the manner and for the periods that are provided for in Section 271.190 and Section 271.335 of the Nevada Revised Statutes ("NRS" herein); and

WHEREAS, upon the receipt of such bids, the City Engineer together with the City Engineer Division recommended to the City Council, in writing, the name of the successful bidder; and

WHEREAS, upon having received such written recommendation, the City Council now desires to authorize and award the construction contract, by this Resolution, to the responsible bidder submitting the lowest and best bid upon proper terms; and

WHEREAS, the amount of the best bid for such construction contract for the improvements does not exceed the City Engineer's estimates of cost.

NOW, THEREFORE, BE IT RESOLVED BY THE LAS VEGAS CITY COUNCIL, IN THE STATE OF NEVADA:

Section 1. The City Council determines and hereby declares that the bid for the construction of the improvements of Special Improvement District No. 1514 - Ann Road and Cimarron Road (west of Leggett Road) submitted by Western States Contracting Inc., of North Las Vegas, Nevada (hereinafter the "Contractor"), is the lowest and best bid, determined in the manner required by law, submitted by a responsible bidder and the same is hereby accepted.

Section 2. The Mayor of the City Council and the City Clerk, on behalf of Las Vegas, Nevada, be, and they hereby are, authorized in accordance with NRS 271.335 to execute a contract with the Contractor for a construction project which includes, in part, the construction of the improvements in Las Vegas, Nevada, Special Improvement District No. 1514 - Ann Road and Cimarron Road (west of Leggett Road).

Section 3. All actions, proceedings, matters and things heretofore taken, had and done by the City, and the officers thereof (not inconsistent with the provisions of this Resolution), concerning the District, including, but not limited to, the publication by the City Engineer, on behalf of the City, of the notice to bidders, the acquisition of the improvements, and the levy of assessments for that purpose, be, and the same hereby are, ratified, approved and confirmed.

Section 4. The Officers of the City be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution, including, without limiting the generality of the foregoing, the preparation of all further necessary contract documents, legal proceedings, and other items necessary or desirable for the construction project and for the completion of the District.

Section 5. All resolutions, or parts thereof, in conflict with the provisions of this Resolution, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution, or part thereof, heretofore repealed.

Section 6. If any section, paragraph, clause or other provision of this Resolution shall for any reason be held invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this Resolution.

Section 7. That the City Council has determined, and does hereby declare, that this Resolution shall be in effect after its passage in accordance with law.

PASSED, APPROVED AND ADOPTED, this 6th day of October, 2010.

OSCAR B. GOODMAN, Mayor

Attest:

BEVERLY K. BRIDGES, MMC
City Clerk

Approved as to form:

9/17/10
Date Assistant City Attorney

STATE OF NEVADA	)
	)
COUNTY OF CLARK	) ss
	)
CITY OF LAS VEGAS	)

I, Beverly K. Bridges, the duly chosen and qualified City Clerk of the City of Las Vegas (hereinafter the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of a resolution adopted by the City Council of the City (hereinafter the "City Council") at a meeting held on October 6, 2010.

2. The adoption of the resolution was duly moved and seconded and the resolution was adopted by an affirmative vote of a majority of the members of City Council as follows:

Those Voting Aye:	Oscar B. Goodman Gary Reese Steve Wolfson Lois Tarkanian Steven D. Ross Ricki Y. Barlow Stavros S. Anthony
Those Voting Nay:	_____ _____
Those Absent:	_____ _____

3. The original of the resolution has been approved and authenticated by the signatures of the Mayor of the City and myself as City Clerk and has been recorded in the regular official record of the City Council kept for that purpose in my office, which record has been duly signed by the officers and properly sealed.

4. All members of the City Council were given due and proper notice of the meeting. Pursuant to § 241.020, Nevada Revised Statues, written notice of the meeting was given not later than 9:00 a.m. on the third working day before the meeting, including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice at least three working days before the meeting at the principal office of the City Council, or if there is no principal

office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the City Council, to wit:

(i) City Clerk's Bulletin Board
City Hall Plaza
2nd Floor Skybridge
Las Vegas, Nevada

(ii) Bulletin Board
City Hall Plaza (next door to Metro Records)
Las Vegas, Nevada

(iii) Las Vegas Library
833 Las Vegas Boulevard North
Las Vegas, Nevada

(iv) Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada

(v) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada

(vi) The City of Las Vegas Website

(b) By mailing a copy of the notice to each person, if any, who has requested notice of the meetings of the City Council in the same manner in which notice is required to be mailed to a member of the City Council. Such notice was delivered to the postal service no later than 9:00 a.m. on the third working day prior to the meeting.

5. Upon request, the City Council provides at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the City Council for an item on the agenda, except for certain confidential materials and materials pertaining to closed meetings, as provided by law.

6. A copy of such notice so given of the meeting of the City Council on October 6, 2010 is attached to this certificate as Exhibit "A".

IN WITNESS WHEREOF, I have hereunto set my hand on this October 6, 2010.

(SEAL)

BEVERLY K. BRIDGES, MMC
City Clerk

Exhibit "A"

(Attach Notice of Meeting and Agenda)

City of Las Vegas Agenda Item No.: **55.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 6, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
RESOLUTIONS:

R-65-2010 - Approval of a Resolution directing the City Treasurer to give notice of the sale of properties subject to the lien of a delinquent assessment in Special Improvement District 505 and in certain other districts and providing other matters properly relating thereto - All Wards

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division: Finance / Treasury

PURPOSE/BACKGROUND:
NRS 271.545 states that when an assessment or installment relating to a special improvement district becomes delinquent, the City shall direct the City Treasurer to give notice of the sale of the property or properties subject to the lien of a delinquent installment or the entire assessment if the governing body has exercised its option to cause the whole amount of the unpaid principal to become due and payable.

RECOMMENDATION:
It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:
Resolution No. R-65-2010

RESOLUTION NO. _____

A RESOLUTION DIRECTING THE CITY TREASURER TO GIVE NOTICE OF THE SALE OF PROPERTIES SUBJECT TO THE LIEN OF A DELINQUENT ASSESSMENT IN CERTAIN DISTRICTS; AND PROVIDING OTHER MATTERS PROPERLY RELATING THERETO

WHEREAS, the City has heretofore created the Special Improvement Districts identified in the Notice below (the Districts); and

WHEREAS, the City Council has directed and hereby reaffirms its direction to the City Treasurer to collect and enforce the assessments in the Districts in the manner provided by the Consolidated Local Improvements Law; and

WHEREAS, the assessment installments on certain properties in the Districts have not been made and are delinquent; and

WHEREAS, the City Council desires that the City Treasurer proceed with a notice of sale of the delinquent property as provided in Nevada Revised Statutes (NRS) 271.545.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEVADA:

Section 1. The City Council hereby directs the City Treasurer to give notice of the sale of the properties subject to the lien of delinquent assessments in the Districts. The City Council hereby exercises its option to cause the whole amount of the unpaid principal of the assessments to become due and payable as provided in NRS 271.410 to the extent provided in the notice as set forth in Section 2. The sale shall take place at 2:00 p.m. on December 14, 2010 in the City Council Chambers, Las Vegas City Hall Complex, 400 Stewart Avenue, Las Vegas, Nevada, which the Council hereby finds is a convenient location

Section 2. The notice of sale shall be substantially as follows:

(Form of Notice of Sale)

Notice is hereby given that the City Treasurer of the City of Las Vegas will at the hour of 2:00 pm. on December 14, 2010, the City Council Chambers, Las Vegas City Hall Complex, 400 Stewart Avenue, Las Vegas, Nevada, sell the following parcels which are delinquent in the payment of assessments to the City of Las Vegas in the following Special Assessment Districts:

Name of Owner	Description of Property	District No.	Total Amount Due to Date of Sale *, **

[*insert in notice as published as mailed a list containing the information described in the above table headings for each delinquent parcel.*]

*(Applicable to parcels with a single * in District 505 only): Includes amount of unpaid delinquent assessment installment, accrued and delinquent interest to December 14, 2010, at a rate not exceeding 2 percent per month, penalties and collection costs, including attorney fees.

**(Applicable to all parcels in District 505 that do not have a single * above and all other parcels in Districts other than District No. 505): Includes full amount of unpaid assessment, accrued and delinquent interest to December 14, 2010, at a rate not exceeding 2 percent per month, penalties and collection costs, including attorney fees.

Each property described above will be sold to satisfy the total amount due thereon as is stated above, to the first person at the sale offering to pay the amount due on that property as is listed above. The sale shall be held, and purchasers at the sale shall receive certificates of sale, as provided in NRS 271.555 to NRS 271.575 and ordinances adopted by the City Council. The sale shall be continued from day to day as provided in NRS 271.555. The property sold is subject to redemption as provided in NRS 271.595. If not redeemed as provided in that Section, after expiration of the period of redemption, the City Treasurer will issue a deed to the property on demand of the certificate holder in the manner provided in NRS 271.595.

As provided in NRS 271.410, the City Council has exercised its option to have the whole amount of the unpaid principal of the assessment be due and payable immediately with respect to all of the above parcels except those parcels in District No. 505 designated with a single * above. As provided in NRS 271.410 , at any time prior to the date of sale the owner may pay the amount of delinquent installments with accrued interest, all penalties and costs of collection accrued including but not necessarily limited to any attorneys fees, and shall thereupon be restored the right to thereafter pay in installments in the same manner as if default had not been made. A property owner may obtain from the Las Vegas City Treasurer the amount that he is required to pay to the City in order to be restored to the right to pay his/her assessments in installments pursuant to NRS 271.410(2).

Please take Notice that according to records available to the City of Las Vegas, you are the owner of or have an interest in a mortgage, deed of trust, or other lien or other interest in one of the properties listed above. The City intends to conduct a sale of these properties in accordance with the provisions of the above notice and Nevada Revised Statutes. The sale is being held because the special assessments levied against the subject property have not been paid. Your ownership of or mortgage, deed of trust, other lien or other interest in the property could be adversely affected by the sale. Under Nevada law, deeds to property sold, which are issued after the period of redemption specified in NRS 271.595, convey the entire fee simple title to the property described, stripped of all liens and claims except the liens of other special assessments and general taxes. See NRS 271.600.

IN WITNESS WHEREOF, I have affixed my signature as of October 6, 2010.

/s/ Mark Vincent
Chief Financial Officer

***Insert in mailed notice only.

(End of Form of Notice of Sale)

Section 3. The notice provided in Section 2 above shall be published once a week for 3 consecutive weeks prior to the date of sale and shall be mailed by first class mail, postage prepaid, at least 20 days before the sale to each owner of a parcel which is subject to sale as provided in the notice, and to each person who has a property interest in any of that property that is recorded, if that property interest could be adversely affected by the sale. The City Clerk is directed to make such publication and mailing. An affidavit of publication is hereby required to be filed with the City Clerk. The City Clerk shall also make out an affidavit that the mailing as described above has been made and file that affidavit in his/her records.

Section 4. The City Treasurer is directed to obtain the names and addresses of the property for which there is a delinquent assessment from the records of the County Assessor or such other source or sources as the City Clerk deems reliable. The list of names and addresses must have been revised within 12 months prior to the date of sale.

Section 5. The officers of the City are hereby authorized to take all action necessary to effectuate the provisions of this resolution.

Section 6. This resolution is effective on passage and approval.

PASSED, ADOPTED AND APPROVED October 6, 2010.

_____
Mayor

(SEAL)

_____
City Clerk

Val Steed 9-21-10
Approved as to Form

STATE OF NEVADA)
):ss
CITY OF LAS VEGAS)

I, Beverly K. Bridges, the duly chosen, qualified City Clerk of Las Vegas (the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages are a true and correct copy of a resolution (the "Resolution") passed and adopted by the Council at a meeting of the Council held on October 6, 2010.

2. The adoption of the Resolution was duly moved and seconded and the Resolution was adopted by an affirmative vote of a majority of the members of the Council as follows:

Those Voting Aye: Oscar Goodman
Gary Reese
Steve Wolfson
Lois Tarkanian
Steven D. Ross
Ricki Y. Barlow
Stavros S. Anthony

Those Voting Nay: _____
_____

Those Absent: _____
_____

3. The members of the Council were present at such meeting and voted on the passage of such resolution as set forth in such minutes.

4. The Resolution was approved and authenticated by the signature of the Mayor, sealed with the City seal, attested by the City Clerk and recorded in the minutes of the Council.

5. All members of the Council were given due and proper notice of the meeting. Pursuant to NRS 241.020, Nevada Revised Statutes, written notice of the meeting was given no later than 9:00 a.m. on the third working day before the meeting including the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice not later than 9:00 a.m. on the third working day before the meeting at the principal office of the Council, or if there is no principal office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the Council, to wit:

(a) Court Clerk's Bulletin Board
City Hall Plaza, 2nd Floor Skybridge
Las Vegas, Nevada

(b) Court Clerk's Office Bulletin Board

City Hall Plaza
Las Vegas, Nevada

(c) Las Vegas-Clark County Library
833 Las Vegas Boulevard North
Las Vegas, Nevada

(d) Clark County Government Center
500 S. Grand Central Parkway
Las Vegas, Nevada

(e) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada

and

(b) By mailing a copy of the notice to each person, if any, who has requested notice of the meetings of the Council in the same manner in which notice is required to be mailed to a member of the Council. Such notice was delivered to the postal service no later than 9:00 a.m. on the third working day prior to the meeting.

6. A copy of the notice of each meeting was posted on the City's website no later than 9:00 a.m. on the third working day prior to each meeting.

7. Upon request, the Council provides at no charge, at least one copy of the agenda for its public meetings, any proposed resolution which will be discussed at the public meeting, and any other supporting materials provided to the Council for an item on the agenda, except for certain confidential materials and materials pertaining to closed meetings, as provided by law.

8. A copy of the notice so given of the meeting of the Council held on October 6, 2010 is attached to this certificate as Exhibit A.

9. Attached hereto as Exhibit B is the Affidavit of Publication of Notice of Sale required by Section 3 of the Resolution.

10. Attached hereto as Exhibit C (including Exhibits I and II thereto) is the Affidavit of Mailing of Notice of Sale required by Section 3 of the Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the City this October 10, 2010.

_____

Beverly K. Bridges, MMC, City Clerk

(SEAL)

EXHIBIT A

(Attach Notice and Agenda of Meeting)

EXHIBIT B

(Attach Affidavit of Publication of Notice of Sale)

EXHIBIT C

STATE OF NEVADA)
: ss.
COUNTY OF CLARK)

AFFIDAVIT OF MAILING
NOTICE OF SALE

The undersigned, Beverly K. Bridges, City Clerk of the City of Las Vegas, Nevada, hereby swears on oath or affirmation:

1. Pursuant to Section 3 of the resolution attached hereto, as evidenced by the affidavit attached as Exhibit I hereto, I caused to be mailed a notice in substantially the form attached hereto as Exhibit II to the persons described in paragraph 2 hereof on November 24, 2010, being at least 20 days before the sale, which was held on December 14, 2010.

2. The Notice was mailed by certified mail to each owner of a parcel which was subject to the sale, and to each person who has a property interest in any of the property subject to the sale that is recorded in the records of the County Recorder.

3. Receipts from the certified mailing and this affidavit will be retained in the records of the City for the Districts identified in the Notice until all of the assessments for those Districts and all bonds pertaining thereto have been paid in full.

Dated this _____, 2010.

_____
City Clerk

SUBSCRIBED AND SWORN TO before me this _____

2010, by Beverly K. Bridges, City Clerk, City of Las Vegas, Nevada.

_____
Notary Public

(SEAL)

EXHIBIT I

STATE OF NEVADA)
:ss
COUNTY OF CLARK)

AFFIDAVIT OF MAILING
NOTICE OF SALE

The undersigned _____, the _____ of Assessment Management Group, on behalf of the City of Las Vegas, Nevada, hereby swears on oath or affirmation:

1. Pursuant to Section 3 of the resolution attached hereto, I mailed a notice in substantially the form attached on the attachment hereto marked Exhibit II to the persons described in paragraph 2 hereof on November 24, 2010, being at least 20 days before the sale, which was held on December 14, 2010.

2. The Notice was mailed by certified mail to each owner of a parcel which was subject to the sale, and to each person who has property interest in any of the property subject to the sale that is recorded in the records of the County Recorder.

3. Receipts from the certified mailing and this affidavit will be retained in the records of the City for the Districts identified in the Notice until all of the assessments for those Districts and all bonds pertaining thereto have been paid in full.

Dated this ____ day of _____, 2010.

_____

Title:_____

SUBSCRIBED AND SWORN TO before me this ____ day of _____, 2010 by _____ of Assessment Management Group.

_____
Notary Public

(SEAL)

EXHIBIT II

(Attach copy of Notice as Mailed)

City of Las Vegas Agenda Item No.: **56.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 6, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
RESOLUTIONS:

R-66-2010 - Approval of a Resolution directing the City Treasurer to give notice of the sale of properties subject to the lien of a delinquent assessment in the Summerlin Special Improvement Districts and in certain other districts and providing other matters properly relating thereto - All Wards

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division: Finance / Treasury

PURPOSE/BACKGROUND:
NRS 271.545 states that when an assessment or installment relating to a special improvement district becomes delinquent, the City shall direct the City Treasurer to give notice of the sale of the property or properties subject to the lien of a delinquent installment or the entire assessment if the governing body has exercised its option to cause the whole amount of the unpaid principal to become due and payable.

RECOMMENDATION:
It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:
Resolution No. R-66-2010

Summerlin & Multi Districts

RESOLUTION NO. _____

A RESOLUTION DIRECTING THE CITY TREASURER TO GIVE NOTICE OF THE SALE OF PROPERTIES SUBJECT TO THE LIEN OF A DELINQUENT ASSESSMENT; AND PROVIDING OTHER MATTERS PROPERLY RELATING THERETO.

WHEREAS, the City has heretofore created Special Improvement District Nos.607, 707, 808, 809, and various other districts as identified in the Notice below (the "Districts"); and

WHEREAS, the City Council has directed and hereby reaffirms its direction to the City Treasurer to collect and enforce the assessments in the Districts in the manner provided by the Consolidated Local Improvements Law; and

WHEREAS, the assessment installments on certain properties in the Districts have not been made and are delinquent; and

WHEREAS, the City Council desires that the City Treasurer proceed with a notice of sale of the delinquent property as provided in Nevada Revised Statutes ("NRS") 271.545.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEVADA:

Section 1. The City Council hereby directs the City Treasurer to give notice of the sale of the properties subject to the lien of delinquent assessments in the Districts. The City Council hereby exercises its option to cause the whole amount of the unpaid principal of the assessments to become due and payable as provided in NRS 271.410. The sale shall take place at 2:00 p.m. on January 25, 2011 in the City Council Chambers, Las Vegas City Hall Complex, 400 Stewart Avenue, Las Vegas, Nevada, which the Council hereby finds is a convenient location.

Section 2. The notice of sale shall be substantially as follows:

(Form of Notice of Sale)

Notice is hereby given that the City Treasurer of the City of Las Vegas will at the hour of 2:00 p.m. on January 25, 2011, at the City Council Chambers, Las Vegas City Hall Complex, 400 Stewart Avenue, Las Vegas, Nevada, sell the following parcels which are delinquent in the payment of assessments in the City's Special Assessment District Nos. 607, 707, 808, 809, and various others to the City of Las Vegas:

Name of Owner	**Description of Property**	**District No.**	**Total Amount Due to Date of Sale***

[*insert in notice as published as mailed a list containing the information described in the above table headings for each delinquent parcel.*]

* Includes the whole assessment, accrued interest upon the whole amount of unpaid principal to the date of delinquency, interest upon unpaid principal and accrued interest from the date of delinquency to January 25, 2011 at rate not exceeding 2 percent per month, penalties and collection costs, including attorney's fees.

Each property described above will be sold to satisfy the total amount due thereon as is stated above, to the first person at the sale offering to pay the amount due on that property as is listed above. The sale shall be held, and purchasers at the sale shall receive certificates of sale, as provided in NRS 271.555 to NRS 271.575 and ordinances adopted by the City Council. The sale shall be continued from day to day as provided in NRS 271.555. The property sold is subject to redemption as provided in NRS 271.595. If not redeemed as provided in that Section, after expiration of the period of redemption, the City Treasurer will issue a deed to the property on demand of the certificate holder in the manner provided in NRS 271.595.

The City Council has exercised its option to have the whole amount of the unpaid principal of the assessment be due and payable immediately with respect to the above parcels, as provided in NRS 271.410. As provided in that section, at any time prior to the date of sale the owner may pay the amount of delinquent installments with accrued interest, all penalties and costs of collection accrued including but not necessarily limited to any attorneys fees, and shall thereupon be restored the right to thereafter pay in installments in the same manner as if default

had not been made. A property owner may obtain from the Las Vegas City Treasurer the amount that he/she is required to pay to the City in order to be restored to the right to pay his/her assessments in installments pursuant to NRS 271.410(2).

PLEASE TAKE NOTICE that according to records available to the City of Las Vegas, you are the owner of or have an interest in a mortgage, deed of trust, or other lien or other interest in one of the properties listed above. The City intends to conduct a sale of these properties in accordance with the provisions of the above notice and Nevada Revised Statutes. The sale is being held because the special assessments levied against the subject property have not been paid. Your ownership of or mortgage, deed of trust, other lien or other interest in the property could be adversely affected by the sale. Under Nevada law, deeds to property sold, which are issued after the period of redemption specified in NRS 271.595, convey the entire fee simple title to the property described, stripped of all liens and claims except the liens of other special assessments and general taxes. See NRS 271.600.

IN WITNESS WHEREOF, I have affixed my signature as of October 6, 2010.

/s/ MARK R. VINCENT
Chief Financial Officer

**Insert in mailed notice only.

(End of Form of Notice of Sale)

Section 3. The Notice provided in Section 2 above shall be published once a week for 3 consecutive weeks prior to the date of sale and shall be mailed by first class mail, postage prepaid, at least 20 days before the sale to each owner of a parcel which is subject to sale as provided in the Notice, and to each person who has a property interest in any of that property that is recorded, if that property interest could be adversely affected by the sale. The City Clerk is directed to make such publication and mailing. An affidavit of publication is hereby required to be filed with the City Clerk. The City Clerk shall also make out an affidavit that the mailing as described above has been made and file that affidavit in his/her records.

Section 4. The City Treasurer is directed to obtain the names and addresses of the property for which there is a delinquent assessment from the records of the County Assessor or such other source or sources as the City Clerk deems reliable. The list of names and addresses must have been revised within 12 months prior to the date of sale.

Section 5. The officers of the City are hereby authorized to take all action necessary to effectuate the provisions of this resolution.

Section 6. This resolution is effective on passage and approval.

PASSED, ADOPTED AND APPROVED this October 6, 2010.

_____
Mayor

(SEAL)

Beverly K. Bridges, MMC, City Clerk

Val Steed 9-21-10
Approved as to Form

STATE OF NEVADA)
:ss.
CITY OF LAS VEGAS)

I, Beverly K. Bridges, the duly chosen, qualified and City Clerk of Las Vegas (the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages are a true and correct copy of a resolution (the "Resolution") passed and adopted by the Council at a meeting of the Council held on October 6, 2010.

2. The adoption of the Resolution was duly moved and seconded and the Resolution was adopted by an affirmative vote of a majority of the members of the Council as follows:

Those Voting Aye:	Oscar Goodman Gary Reese Steve Wolfson Lois Tarkanian Steven D. Ross Ricki Y. Barlow Stavros S. Anthony
Those Voting Nay:	_____
	_____
Those Absent:	_____
	_____

3. The members of the Council were present at such meeting and voted on the passage of such resolution as set forth in such minutes.

4. The Resolution was approved and authenticated by the signature of the Mayor, sealed with the City seal, attested by the City Clerk and recorded in the minutes of the Council.

5. All members of the Council were given due and proper notice of the meeting. Pursuant to NRS 241.020, Nevada Revised Statutes, written notice of the meeting was given no later than 9:00 a.m. on the third working day before the meeting including the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice not later than 9:00 a.m. on the third working day before the meeting at the principal office of the Council, or if there is no principal office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the Council, to wit:

(a) Court Clerk's Bulletin Board
City Hall Plaza, 2nd Floor Skybridge
Las Vegas, Nevada

(b) Court Clerk's Office Bulletin Board
City Hall Plaza
Las Vegas, Nevada

(c) Las Vegas-Clark County Library
833 Las Vegas Boulevard North
Las Vegas, Nevada

(d) Clark County Government Center
500 S. Grand Central Parkway
Las Vegas, Nevada

(e) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada

and

(b) By mailing a copy of the notice to each person, if any, who has requested notice of the meetings of the Council in the same manner in which notice is required to be mailed to a member of the Council. Such notice was delivered to the postal service no later than 9:00 a.m. on the third working day prior to the meeting.

6. A copy of the notice of each meeting was posted on the City's website no later than 9:00 a.m. on the third working day prior to each meeting.

7. Upon request, the Council provides at no charge, at least one copy of the agenda for its public meetings, any proposed resolution which will be discussed at the public meeting, and any other supporting materials provided to the Council for an item on the agenda,

except for certain confidential materials and materials pertaining to closed meetings, as provided by law.

8. A copy of the notice so given of the meeting of the Council held on May 6, 2009 is attached to this certificate as Exhibit A.

9. Attached hereto as Exhibit B is the Affidavit of Publication of Notice of Sale required by Section 3 of the Resolution.

10. Attached hereto as Exhibit C (including Exhibits I and II thereto) is the Affidavit of Mailing of Notice of Sale required by Section 3 of the Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the City this October 6, 2010.

_____

Beverly K. Bridges, MMC, City Clerk

(SEAL)

EXHIBIT A

(Attach Notice and Agenda of Meeting)

EXHIBIT B

(Attach Affidavit of Publication of Notice of Sale)

EXHIBIT C

STATE OF NEVADA	)	**AFFIDAVIT OF MAILING**
	: ss.	**NOTICE OF SALE**
COUNTY OF CLARK	)	**DISTRICTS 607, 707 808, 809 and VARIOUS OTHER DISTRICTS**

The undersigned, Beverly K. Bridges, City Clerk of the City of Las Vegas, Nevada, hereby swears on oath or affirmation:

1. Pursuant to Section 3 of the resolution attached hereto, as evidenced by the affidavit attached as Exhibit I hereto, I caused to be mailed a Notice in substantially the form attached hereto as Exhibit II to the persons described in paragraph 2 hereof on January 5, 2011 being at least 20 days before the sale, which was held on January 25, 2011.

2. The Notice was mailed by certified mail to each owner of a parcel which was subject to the sale, and to each person who has a property interest in any of the property subject to the sale that is recorded in the records of the County Recorder.

3. Receipts from the certified mailing and this affidavit will be retained in the records of the City for Districts 607, 707, 808, 809, and various other districts until all of the assessments for those Districts and all bonds pertaining thereto have been paid in full.

Dated this ___ day of _____, 2011.

_____
City Clerk

SUBSCRIBED AND SWORN TO before me this ____ day of _____, 2011, by Beverly K. Bridges, City Clerk, City of Las Vegas, Nevada.

_____
Notary Public

(SEAL)

EXHIBIT I

STATE OF NEVADA)
:ss.
COUNTY OF CLARK)

AFFIDAVIT OF MAILING NOTICE OF SALE

The undersigned _____, the _____ of Assessment Management Group, on behalf of the City of Las Vegas, Nevada, hereby swears on oath or affirmation:

1. Pursuant to Section 3 of the resolution attached hereto, I mailed a Notice in substantially the form attached on the attachment hereto marked Exhibit 2 to the persons described in paragraph 2 hereof on January 5, 2011, being at least 20 days before the sale, which was held on January 25, 2011.

2. The Notice was mailed by certified mail to each owner of a parcel which was subject to the sale, and to each person who has property interest in any of the property subject to the sale that is recorded in the records of the County Recorder.

3. Receipts from the certified mailing and this affidavit will be retained in the records of the City for Districts 404, 707, 808, 809, and various other districts until all of the assessments for those Districts and all bonds pertaining thereto have been paid in full.

Dated this ___ day of _____, 2011.

ASSESSMENT MANAGEMENT GROUP

_____

Title:_____

SUBSCRIBED AND SWORN TO before me this ____ day of _____, 2011, by _____, _____ of Assessment Management Group.

_____
Notary Public

(SEAL)

EXHIBIT II

(Attach Copy of Notice as Mailed)

City of Las Vegas Agenda Item No.: **57.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 6, 2010

DEPARTMENT: CITY MANAGER
DIRECTOR: ELIZABETH N. FRETWELL ☐ **Consent** ☒ **Discussion**

SUBJECT:
ADMINSTRATIVE:

Report from Ed Farmer, General Manager of Big League Dreams, regarding an update and overview of operations and activities of Big League Dreams located on the southwest corner of Pecos Road and Washington Avenue- Ward 3 (Reese)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Big League Dreams Sports Park, located at Freedom Park, opened in January 2010, and is a family friendly attraction with six fields replicating famous major league baseball stadiums; Fenway Park, Yankee Stadium, Dodger Stadium, Angels Stadium, Wrigley Field and Crosley Field. A representative from Big League Dreams will provide an overview of operations and activities.

RECOMMENDATION:
Report only, no action required

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **58.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 6, 2010

DEPARTMENT: CITY MANAGERS OFFICE
DIRECTOR: ELIZABETH N. FRETWELL ☐ **Consent** ☒ **Discussion**

SUBJECT:
ADMINISTRATIVE:

Report and possible action on the 2012 Federal Legislative Agenda - All Wards

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Each year the City Manager's Office develops a Federal Legislative Agenda based upon meetings with the Mayor, City Council members and each City Department. The Agenda includes the City's appropriation priorities, legislative issues, public lands priorities and other legislative topics of interest to the City. This document is used to guide federal lobbying efforts by the City and its federal lobbying firm, Ball Janik LLP. Staff will provide an outline for the 2012 Federal Legislative Agenda.

RECOMMENDATION:
It is recommended that the City Council approve the 2012 Federal Legislative Agenda and direct staff accordingly.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **59.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2010

DEPARTMENT: CITY MANAGERS OFFICE
DIRECTOR: ELIZABETH N. FRETWELL ☐ **Consent** ☒ **Discussion**

SUBJECT:
ADMINISTRATIVE:

Report and possible action regarding the status of community recycling - All Wards

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
In 2006, the Mayor and City Council passed the Climate Protection Resolution (R-57-2006) that included action to increase recycling rates in City operations and in the community. Staff findings and previous studies indicate City residential recycling rates are far below rates of comparable Western cities. Deployment of recommended recycling strategies with low cost of delivery within the City of Las Vegas can help achieve the increase of community recycling rates and fulfill the action described in the resolution.

RECOMMENDATION:
Accept report and direct staff accordingly

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **60.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 6, 2010

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action regarding funding legal fees of Lewis and Roca to represent the City of Las Vegas in two (2) Supreme Court appeals involving similar eminent domain matters pertaining to patent deed easement land restrictions for parcels owned by Cliff Shadows Professional Plaza LLC and Bluewaters Family Limited Partnership for the amount of $100,000 - Ward 4 (Anthony)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $100,000
Funding Source: General Fund
Dept./Division: City Attorney

PURPOSE/BACKGROUND:
The City of Las Vegas sought expansion of Cliff Shadows Parkway to ease traffic congestion and enhance vehicular flow safety by utilization of a 33-foot strip of adjacent land already permitted pursuant to a federal patent deed grant in 1956. Two parcel owners, Cliff Shadows Professional Plaza LLC and Bluewaters Family Limited Partnership, contested the valuation and the district court held in their favor. The funds are requested to reimburse Lewis and Roca for attorney's fees and related costs to pursue the cases on appeal before the Nevada Supreme Court.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **61.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 6, 2010

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
Hearing, discussion and possible action regarding complaint seeking disciplinary action against James Cooper d/b/a The Amazing Art Company, 3814 Meadows Lane, Las Vegas, Clark County, Nevada, for violations of the Las Vegas Municipal Code - Ward 1 (Tarkanian)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
James Cooper d/b/a The Amazing Art Company holds Retail Gallery License A-48-00227-1-147116. On February 12, 2009, and June 17, 2010, James Cooper sold graffiti implements in the form of a 15mm silver paint marker and four cans of spray paint to underage decoys without the consent of the parent or guardian of such minors. As a result of these repeated offenses, it is alleged that James Cooper d/b/a The Amazing Art Company has operated in an illegal manner, contrary to law and in violation of LVMC 6.02.330, and 10.48.090.

RECOMMENDATION:
Revocation of Retail Gallery License A-48-00227-1-147116

BACKUP DOCUMENTATION:
Complaint for Disciplinary Action

BEFORE THE CITY COUNCIL

OF THE CITY OF LAS VEGAS, NEVADA

* * *

IN THE MATTER OF:

DEPARTMENT OF FINANCE AND BUSINESS SERVICES on behalf of the CITY OF LAS VEGAS, NEVADA,

Petitioner,

vs.

JAMES COOPER d/b/a THE AMAZING ART COMPANY,

Respondent.

COMPLAINT FOR DISCIPLINARY ACTION

The DEPARTMENT OF FINANCE AND BUSINESS SERVICES, on behalf of the CITY OF LAS VEGAS, NEVADA (Department), Petitioner, brings this Complaint for Disciplinary Action against JAMES COOPER d/b/a THE AMAZING ART COMPANY, 3814 Meadows Lane, Las Vegas, Clark County, Nevada, Respondent, and states:

Respondent JAMES COOPER d/b/a THE AMAZING ART COMPANY holds Retail Gallery License A48-00227-1-147116 and engages in the retail sales of art and art supplies.

SUMMARY OF ALLEGATIONS

Respondent JAMES COOPER d/b/a THE AMAZING ART COMPANY operates a retail gallery selling art and art supplies. The business has been operated in an unlawful manner by creating a public and chronic nuisance in violation of the Las Vegas Municipal Code by selling graffiti implements to minors without the consent of the parent or guardian of such minors.

SALE OF GRAFFITI IMPLEMENTS TO MINORS

On February 12, 2009, a 17-year-old decoy, utilized by the Las Vegas Metropolitan Police Department, entered the premises of Respondent JAMES COOPER d/b/a THE AMAZING ART COMPANY and approached JAMES COOPER (COOPER). The underage

Las Vegas City Attorney
400 E. Stewart Ave., 9th Floor
Las Vegas, Nevada 89101
702-229-6629

decoy asked to purchase a 15mm silver paint marker. COOPER sold the underage decoy the silver paint marker without requesting identification or inquiring about the underage decoy's age. COOPER was cited for furnishing a graffiti implement to a minor in violation of LVMC 10.48.090. On January 25, 2010, COOPER entered a plea to the citation by submitting the matter on the record. COOPER received a suspended sentence of 180 days in jail and forfeited bail in the amount of $300.

On June 17, 2010, a 17-year-old decoy, utilized by the Las Vegas Metropolitan Police Department, entered the premises of Respondent JAMES COOPER d/b/a THE AMAZING ART COMPANY and approached COOPER. The underage decoy informed COOPER that his parents had taken away his paint and asked to purchase spray paint. COOPER asked the underage decoy if he was working with the police or was a junior cadet. COOPER sold the underage decoy four cans of spray paint for the sum of $32. COOPER also gave the underage decoy a number of custom spray paint tips free of charge.

SUBSTANTIVE LAW

LVMC 6.02.330 provides [Unlawful Business Activity]:

> A licensee may be subject to disciplinary action by the City Council for good cause, which may, without limitation, include the following:
>
> . . . .
>
> (G) The premises on which the business is conducted do not satisfy local, state or federal law or regulations which pertain to the activity which is actually engaged in;
>
> (H) The business activity constitutes, promotes, causes, allows, fosters, aids, or otherwise enables a private nuisance, public nuisance or chronic nuisance, or has been or is being conducted in an unlawful, illegal or impermissible manner, including but not limited to causing, allowing, promoting, fostering, aiding, enabling, exercising deliberate ignorance towards or failing to abate a private nuisance, public nuisance or chronic nuisance; or
>
> (I) The licensee, any of its principals, their employees or those acting on their behalf failed to cooperate with the Director's efforts to enforce the provisions of this Code.

. . . .

. . . .

LVMC 6.02.350 provides [Acts and Omissions]:

> A licensee under this Title shall be subject to disciplinary action not only for acts or omissions done by such licensee but also for acts and omissions done by the principals, managers, agents, representatives, servants or employees of such licensee.

LVMC 10.48.060(C) defines a "Graffiti implement" as:

> "Graffiti implement" means any broad tipped indelible marker or aerosol paint container or other item that may be used to propel or apply fluid that is not soluble in water.

LVMC 10.48.060(E) defines a "Responsible adult" as:

> "Responsible adult" means a parent or legal guardian of a minor.

LVMC 10.48.090 [Graffiti Implements - Prohibition Against Furnishing to Minors] provides:

> No person, other than a responsible adult, shall sell, exchange, give, loan, or in any way furnish a graffiti implement to any minor without the consent of the minor's responsible adult.

STANDARD OF EVIDENCE

LVMC 6.88.090 provides:

> (A) The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence may be admitted.
>
> (B) The respondent shall have the right to call and examine witnesses on his own behalf, cross-examine opposing witnesses, introduce exhibits and evidence relevant to the issues of the case, and offer rebuttal evidence.
>
> (C) The respondent may be called and examined by the City.
>
> (D) The Clerk shall have the power to issue subpoenas for witnesses to appear to give testimony.

PENALTY

LVMC 6.02.360 provides:

> Upon a showing of good cause and in the discretion of the City Council, disciplinary action against a holder may take the form of cancellation, revocation, refusal to renew, suspension,

imposition of conditions or restrictions or civil fine in an amount not to exceed one thousand dollars for each day that the violation which forms the subject matter of the complaint that recommends such disciplinary action is demonstrated to have been in existence, or any combination of such actions, as the particular situation may require. The Council may also impose against the licensee the actual costs incurred, and a reasonable amount for attorney's fees, resulting from the imposition of disciplinary action. The disciplinary actions available in this Section shall be in addition to, and not exclusive of, any other civil or criminal remedy which otherwise might be available.

ALLEGATIONS

COUNT ONE

It is alleged that between February 17, 2009, and the present, Respondent JAMES COOPER d/b/a THE AMAZING ART COMPANY operated a business which constituted a public, private and chronic nuisance and which has been conducted in an unlawful, illegal and impermissible manner, to wit: furnishing graffiti implements to minors without the consent of the parent or legal guardian of such minors in violation of LVMC 10.48.090.

WHEREFORE, the Petitioner respectfully requests the City Council to:

A. Approve the Complaint for Disciplinary Action and order a disciplinary hearing at which the Respondent shall appear and show cause why the license that is the subject of this Complaint should not be suspended or revoked, or other disciplinary action taken; or

B. Grant such other and further relief as the Council deems appropriate.

DATED this _____ day of August, 2010.

RESPECTFULLY SUBMITTED:

By: _____
MARK R. VINCENT, Director
Finance and Business Services

BRADFORD R. JERBIC
City Attorney

By: _____
PHILIP R. BYRNES
Deputy City Attorney
Nevada Bar No. 166
400 Stewart Avenue, Ninth Floor
Las Vegas, NV 89101
Attorneys for CITY OF LAS VEGAS

City of Las Vegas Agenda Item No.: **62.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 6, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action regarding a review of a Work Card for Leslie L. Hamm db at 7 Eleven Food Store 13690, 2691 West Sahara Avenue - Ward 1 (Tarkanian)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Discussion and possible action regarding a review of a Work Card.

RECOMMENDATION:
Recommendation to be provided following the discussion of this item at the City Council Meeting and subject to the following condition.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **63.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 15, 2010

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

Bill No. 2010-34 – ABEYANCE ITEM - Revises the provisions regarding the on-site parking, storage and repair of vehicles in residential districts. (TXT-36330) Sponsored by: Councilman Steven D. Ross

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
This bill will revise provisions regarding the on-site parking, storage and repair of vehicles in residential districts. The majority of the revisions are clarifying in nature, designed to make compliance and enforcement easier. The bill does propose to allow decomposed granite as an alternative parking surface under certain conditions. It also includes stricter limitations on the storage and repair of inoperable vehicles. This Item was held in Abeyance from the September 15, 2010 City Council Meeting.

RECOMMENDATION:
ADOPTION at 9/1/2010 City Council meeting pursuant to the 8/17/2010 Recommending Committee.

First Reading – 8/4/2010; First Publication – 8/20/2010

BACKUP DOCUMENTATION:
Bill No. 2010-34

BILL NO. 2010-34

ORDINANCE NO. _____

AN ORDINANCE TO UPDATE THE PROVISIONS REGARDING THE ON-SITE PARKING, STORAGE AND REPAIR OF VEHICLES IN RESIDENTIAL DISTRICTS, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Steven D. Ross

Summary: Revises the provisions regarding the on-site parking, storage and repair of vehicles in residential districts.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Table 2 of the Land Use Tables adopted in Title 19, Chapter 4, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by amending the Conditional Use Regulations for the use "Vehicle Parking, Storage or Repair in Residential Zoning Districts," as found in the "Auto and Marine Related" element of Table 2, to read as follows:

Conditional Use Regulations:

1. Except as otherwise provided in Regulations 2 to [13,] 14, inclusive, motor vehicles, including passenger cars, trucks and motorcycles which are not designed or used for racing or for purposes other than transportation, may be parked, stored or repaired on any property in a residential district, provided the same is accessory and incidental to the use of the property for residential purposes and does not constitute a nuisance, health or fire hazard offense under the provisions of this Code and do not have a detrimental effect on the neighborhood. Unless stored or parked within a completely enclosed building, [The] the motor vehicles shall be stored[:] or parked:

   [a. Within a completely enclosed structure;

   b. In the front yard, either on an approved driveway, or on a surface of concrete or asphaltic paving that is adjacent and parallel to an approved driveway and that extends the full length and width of the vehicle; or

   c. In the side yard, either obscured by a 6 foot[-]high fence to adequately screen the vehicles from view, stored on an approved driveway, or stored on a surface of concrete

or asphaltic paving that is adjacent and parallel to an approved driveway and that extends the full length of the vehicle; provided, however, that the vehicle storage complies with the other provisions set out in Regulations 1 to 13, inclusive.]

a. In the front yard, either:

i. On an approved driveway;

ii. On a surface of pavers or other blocks of uniform appearance that are at least two inches in thickness;

iii. On a surface of decomposed granite no less than two inches thick, defined with borders; or

iv. On concrete or asphaltic paving that extends the full length and width of the vehicle; or

b. In the side yard, either:

i. Obscured by a 6 foot high fence to permanently screen the vehicles from view;

ii. On an approved driveway;

iii. On a surface of pavers or other blocks of uniform appearance that are at least two inches in thickness;

iv. On a surface of decomposed granite no less than two inches thick, defined with borders; or

v. On concrete or asphaltic paving that extends the full length and width of the vehicle;

provided, however, that the vehicle storage or parking complies with the other provisions set out in Regulations 1 to 14, inclusive.

2. Except as otherwise provided in Regulation 10 below, on a single family residential lot:

a. No more than 3 operable vehicles may be stored, or one vehicle per 1250 square feet of lot area, whichever allows the greater number of vehicles;

b. No more than 50 percent of the front yard area may be used for the storage or parking of vehicles; and

c. No more than [6 vehicles, whether operable or inoperable] one inoperable vehicle may

be stored at one time.

d. No stored vehicles may be utilized for storing items of personal property, and the area under each vehicle must be kept free of debris and vegetation.

3. [In any residential district,] Unless stored or parked within a completely enclosed building, a recreational vehicle or trailer, or combination thereof, may be stored or parked only as follows:

[a. Within an enclosed structure;

b. In a rear yard, if stored on a surface of concrete or asphaltic paving, gravel or chat which extends the full length and width of the stored item;

c. In a front yard, provided that:

i. The side and rear yards are not reasonably accessible for storage purposes. A corner lot shall be deemed to have reasonable access, and the existence of a fence or block wall, by itself, shall not be deemed to prevent reasonable access to the side or rear yards; or

ii. The recreational vehicle or trailer, or combination thereof, is stored entirely in the yard area with no portion of the unit located closer than one foot from an adjacent public street or sidewalk; and

iii. The recreational vehicle or trailer, or combination thereof, is stored on a surface of concrete or asphaltic paving that is adjacent and parallel to an approved driveway and that extends the full length and width of the stored item.

d. In a side yard, if the recreational vehicle or trailer, or combination thereof, does not extend closer to the street than the front of the main building on the property, and if it is stored on a surface of concrete or asphaltic paving that is adjacent and parallel to an approved driveway and that extends the full length of the stored item.]

a. In a rear yard, either:

i. On a surface of pavers or other blocks of uniform appearance that are at least two inches in thickness;

iii. On a surface of decomposed granite no less than two inches thick, defined with

borders; or

iv. On concrete or asphaltic paving, gravel or chat that extends the full length and width of the vehicle, trailer or combination;

b. In a side yard, either:

i. Permanently screened from view from the public street by a 6 foot wall, with a 5 foot gate;

ii. On a surface of pavers or other blocks of uniform appearance that are at least two inches in thickness;

iii. On a surface of decomposed granite no less than two inches thick, defined with borders; or

iv. On concrete or asphaltic paving that extends the full length and width of the vehicle;

c. If it is not connected to any electrical or sewer service for more than 24 consecutive hours;

d. If it is not used for dwelling purposes;

e. If it is not used for the storage of goods, materials or equipment, other than those items considered to be part of the recreational vehicle and are related to the immediate use and enjoyment thereof; and

f. Its use is in full compliance with applicable provisions of the Fire Code and other technical codes.

[4. Any vehicle being repaired, stored or parked for more than 4 hours on property in a residential district shall have a manufacturers rated carrying capacity not to exceed one ton, and any vehicle being repaired must be owned by a permanent resident at the location where the repair takes place, except as provided in Regulation 9 below.]

4. Except as provided in Regulation 9 below:

a. No vehicle may be repaired, stored or parked for more than 4 consecutive hours if its manufacturer's rated carrying capacity exceeds one ton.

b. No vehicle may be repaired unless it is owned by a permanent resident at the location

where the repair takes place.

c. On a parcel within a single-family residential district, not more than one passenger vehicle with commercial advertising displayed thereon may be stored or parked.

5. Except as otherwise provided in Regulation 10 below:

a. Any vehicle that is [located in a residential district and is] in mechanically inoperable condition shall be stored or repaired in a garage, shed or other enclosure; in a driveway; or in a rear yard that is enclosed by a 6 foot[-]high fence to [adequately] permanently screen the vehicle from view; provided, however, that if the abutting property is undeveloped, the fencing shall not be required until the adjacent property is developed.

b. [In a residential district, no] No repair outside of an enclosure may occur later than 9:00 p.m. or earlier than 7:00 a.m.

6. Except as otherwise provided in Regulation 10 below:

a. [In a residential district, no] No more than one vehicle that is in a mechanically inoperable condition shall be stored or repaired at any time outside of a fully enclosed building on the premises, and there shall be no repair of vehicles or storage of mechanically inoperable vehicles in the side yards.

b. A vehicle shall not be stored in a mechanically inoperable condition [in a residential district] for more than [90] 60 days.

c. No repair may be performed on any motor vehicle, including a recreational vehicle, within the front yard, including any driveway area, unless the repair is a "normal, reasonable and customary repair" as defined in Regulation 14 below.

d. No more than four vehicles may be repaired on the same parcel within any 12-month period.

7. There shall be no storage of junked vehicles, or parts thereof. [, in any residential district.] Only serviceable parts for owned vehicles may be stored on the premises. Such storage shall not be permitted in the front or side yards but shall be permitted in the rear yard only if such storage is either fully enclosed by a 6 foot[-]high fence to [adequately] permanently screen the

parts from view, or in a fully enclosed building; provided, however, that if the abutting property is undeveloped, the fence or enclosed building shall not be required until the adjacent property is developed. No more than 200 square feet of space shall be used for the storage of serviceable parts.

8. [On any lot within a residential district, the] The following are prohibited, except in connection with an approved construction yard or except as necessary to perform grading or construction work on the premises pursuant to a development permit:

   a. The repair or storage of any vehicle whose primary function is other than the transportation of passengers, including but not limited to forklifts, backhoes, tractors, tow trucks and similar types of machinery, construction or industrial equipment; or

   b. Unless for the sole purpose of loading or unloading passengers or goods, [The parking, for more than 4 hours,] the parking or standing of any vehicle whose primary function is other than the transportation of passengers, including but not limited to forklifts, backhoes, tractors, tow trucks and similar types of machinery, construction or industrial equipment.

9. Nothing in Regulations 1 to [13,] 14, inclusive, shall be construed to permit the operation of a business as defined in Title 6. There shall be no repair, restoration or modification of non-owned vehicles for money or barter. [on residential property.] However, nothing in Regulations 1 to [13,] 14, inclusive, prohibits the temporary emergency repair of owned or non-owned vehicles which have become mechanically inoperable while on the property or in the street.

10. On any [residential] lot owned by a member of a duly-recognized organization of automobile collectors or restorers, the owner may exceed the limitations on vehicle storage and repair set forth in Regulations 2, 5(a) and 6 above with respect to the restoration, refurbishing or rebuilding of his or her own classic or antique vehicle if any such vehicle is covered with a fitted full-vehicle pullover cover when it is not being worked on[.], the vehicle's tires are inflated, and the area under the vehicle is kept free of debris and vegetation.

11. In order to facilitate vehicle inspection and enforcement under Regulations 1 to [13,] 14,

inclusive, any person responsible for or engaged in the parking, storage, repair, restoration or modification of any vehicle shall, upon request, provide to any authorized enforcement officer:

a. Evidence regarding the operability of the vehicle, as well as the ownership of the vehicle, such as current registration, title, bill of sale or other documentation[;] from an authority responsible for motor vehicle regulation;

b. As applicable to the exception set forth in Regulation 10, evidence [sufficient to indicate] regarding the person's membership in a duly-recognized organization of automobile collectors or restorers; and

c. As applicable to the exception set forth in Regulation 10, evidence [sufficient to indicate that] regarding the extent to which the vehicle or vehicles in question are actually and currently in the process of being restored, refurbished or rebuilt.

12. No vehicle may be parked or stored in a driveway unless:

a. All tires or wheels that support the vehicle are in contact with the driveway; or

b. Where any such tire or wheel is not in contact with the driveway, the vehicle at that location is resting on a jack stand or wheel ramp that is designed and manufactured for the purpose of temporarily supporting a vehicle.

[12.] 13. The provisions of Regulations 1 to [13,] 14, inclusive, shall apply to any person in control or lawful possession of any real property, [within a residential district,] including an owner, tenant, occupant, lessee or otherwise.

[13.] 14. For purposes of [Regulations 1 and 3, an "approved driveway"] these Regulations:

a. "Approved driveway" means a driveway that complies with all applicable curb cut requirements that have been established by the City.

b. "Mechanically inoperable," with respect to a motor vehicle, means that the vehicle is inoperative, cannot be moved under its own power, or cannot be operated lawfully on a public street or highway because one or more component parts necessary for such movement or lawful operation are lacking or have been damaged or deteriorated so as to become inoperative. Such component parts include without limitation the engine, transmission, wheels, tires, doors, windshield and windows.

c. "Normal, reasonable and customary repairs," with respect to a motor vehicle, means incidental repairs or service, including changing flat tires; repairing or servicing the electrical or ignition system; replacing hoses; cleaning or replacing filters; installing minor accessories; and adding or replacing lubricants, coolants, refrigerants, or hydraulics system fluids.

SECTION 2: For purposes of Section 2.100(3) of the City Charter, LVMC 19.04.010 is deemed to be a subchapter rather than a section.

SECTION 3: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 4: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

. . .

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SECTION 5: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2010.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 7-21-10
_____
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2010, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2010, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

City of Las Vegas Agenda Item No.: **64.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 6, 2010

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

Bill No. 2010-40 – Authorizes under certain circumstances an extension of time regarding the expiration of certain nonconforming uses. (TXT-38702) Sponsored by: Councilman Steven D. Ross

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
This bill will authorize under certain circumstances an extension of time regarding the expiration of certain nonconforming uses. The bill addresses nonconforming uses of conforming buildings by 1) establishing a presumption of abandonment of such uses when discontinued, and 2) allowing a process for obtaining an extension of time in order to extend the "grandfather" protection of such uses before they are lost by abandonment. The process will be available only in cases of economic hardship, including market factors.

RECOMMENDATION:
ADOPTION at 10/6/2010 City Council meeting pursuant to the 9/14/2010 Recommending Committee.

First Reading – 9/1/2010; First Publication – 9/17/2010

BACKUP DOCUMENTATION:
Bill No. 2010-40

BILL NO. 2010-40

ORDINANCE NO. _____

AN ORDINANCE TO AUTHORIZE UNDER CERTAIN CIRCUMSTANCES AN EXTENSION OF TIME REGARDING THE EXPIRATION OF CERTAIN NONCONFORMING USES, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Steven D. Ross

Summary: Authorizes under certain circumstances an extension of time regarding the expiration of certain nonconforming uses.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 19, Chapter 16, Section 30, Subsection (A), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

(A) Nonconforming Use of a Conforming Building.

(1) General Provisions. A nonconforming use of a conforming building shall not be [continued following redevelopment of the property,] reestablished in a new building, extended or expanded into any other portion of the conforming building, or relocated on the same parcel or within the same commercial subdivision; provided, however, that an existing use which was made nonconforming by one or more of the following may be [continued following redevelopment,] expanded[,] or relocated on the same parcel or within the same commercial subdivision in accordance with [Subsection] Paragraph (2) of this Subsection (A):

(a) The adoption of a Special Use Permit requirement for that type of use;

(b) The adoption of a [four hundred foot or one thousand five hundred foot] separation requirement between that type of use and a protected use;

(c) The adoption of a [one thousand five hundred foot] separation requirement between two uses of that type;

(d) The establishment of a protected use that, by virtue of a [four hundred foot or one thousand five hundred foot] separation requirement, would otherwise prohibit the existing use from expanding; [or from continuing following redevelopment;] or

(e) The adoption of a different method of measuring distance for purposes of a separation requirement.

(2) Conditions of Allowable Continuation, Expansion, or Relocation of Use. If the proposed expansion [or continuation] of a nonconforming use [following redevelopment,] or relocation of the use on the same parcel or within the same commercial subdivision[,] qualifies under [Subsection] Paragraph (1) of this Subsection (A), [and no Variance from (or Waiver of) a separation requirement has previously been granted for the property,] the nonconforming use may be expanded [or continued following redevelopment,] or relocated on the same parcel or within the same commercial subdivision[,] if the proposed expansion[, continuation] or relocation:

(a) Will not increase the size or extent of the use by more than fifty percent; and

(b) Will not require a Variance or Waiver regarding any other provision of Title 19, including those that pertain to parking, landscaping and residential adjacency requirements.

(3) Discontinuation and Abandonment of Use. If a nonconforming use of a conforming building is discontinued by ceasing to physically occupy or operate within the building, there shall be a rebuttable presumption that the nonconforming use has been abandoned as of the date the use was discontinued and, for purposes of this Paragraph (3), the Department may deem the use abandoned as of that date. The owner of the property or operator of the use may rebut the presumption of abandonment by demonstrating that the use has continued or existed beyond that date. The owner or operator shall have the burden of establishing the continuation or existence of the use beyond that date, as well as the burden of establishing the existence or continued operation of the use at any particular time.

(a) If a nonconforming use of a conforming building is [discontinued] abandoned for a period of one year, [or two years in the case of a conforming building that has been damaged or partially destroyed by fire, flood, wind, another calamity or an act of God,] the future use of such building shall be only in conformance with the provisions of this Title.

(b) If a conforming building housing a nonconforming use is damaged or partially destroyed by fire, flood, wind, another calamity or an act of God, and the use is abandoned for a period of two years, the future use of such building shall be only in conformance with the provisions of this Title.

(c) If it appears, by reason of economic hardship, that a nonconforming use

described in Subparagraph (a) or (b) above will be deemed abandoned for a period of time greater than the applicable abandonment period described in those subparagraphs, the owner of the property or operator of the use may request that the abandonment period be extended by the City Council. Such request shall be made by means of an application for an Extension of Time. The application shall include or be accompanied by a letter of justification explaining the economic hardship, which must be based upon market conditions or other circumstances beyond the applicant's control, and shall be accompanied by the applicable fees, if any, that are set forth in the fee schedule. The application shall be heard at a public hearing of the City Council. An Extension of Time may be granted by the City Council only upon clear and convincing evidence of qualifying hardship and a determination that the public health, safety and welfare will not be jeopardized. An Extension of Time may not exceed the duration of the applicable abandonment period set forth in Subparagraph (a) or (b) above.

(4) Notice to Discontinue Use. [In addition, nonconforming uses] Independent of any other provision of this Chapter, a nonconforming use of a conforming building shall be discontinued upon written notice from the City to the owner to discontinue the use. The use shall be discontinued no later than the date described in the notice, which in no event shall be later than five years from the date notice is given. Notice shall be provided by mailing to the owner of the property as shown by the County Assessor's records and recording a copy of the notice in the office of the County Recorder. Such notice shall contain the legal description of the property, a description of the use required to be discontinued, the date that the use is to cease and desist and the Section of this Title which declares the use to be nonconforming.

SECTION 2: Table 2 of the Land Use Tables adopted in Title 19, Chapter 4, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by amending the entry for the use "Sexually Oriented Business," as found in the "Recreational, Entertainment and Amusement" element of Table 2, so that Conditional Use Regulation 5 applicable to the use reads as follows:

5. The provisions of Regulations 3 and 4 above and the provisions of Chapter 19.16 shall apply to sexually oriented businesses; provided, however, that any existing sexually oriented business located in the M Zoning District that was made nonconforming as to a separation

requirement by either of the following circumstances shall be deemed a conforming use for purposes of expansion, enlargement or alteration:

a. The adoption of a different method of measuring distance; or

b. The intervening establishment within the required separation area of either a protected use or another sexually oriented business.

Any such business shall continue to be subject to the provisions regarding discontinuation and removal that are set forth in Sections [19.16.030(A)(3)] 19.16.030(A)(4) and 19.16.040, respectively.

SECTION 3: For purposes of Section 2.100(3) of the City Charter, LVMC 19.04.010 and 19.16.030 are deemed to be subchapters rather than sections.

SECTION 4: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

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SECTION 5: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2010.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

_____ 8-17-10
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2010, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2010, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

City of Las Vegas Agenda Item No.: **65.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 6, 2010

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

Bill No. 2010-41 – Updates the City's licensing regulations governing ice cream trucks, including revised provisions concerning hours of operation and signage. Sponsored by: Councilwoman Lois Tarkanian

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
This bill will updates the City's licensing regulations governing ice cream trucks. Most of the changes are clarifying in nature. The bill includes minor fee increases and revised provisions concerning hours of operation. It also adjusts the signage requirements for ice cream trucks.

RECOMMENDATION:
ADOPTION at 10/6/2010 City Council meeting pursuant to the 9/14/2010 Recommending Committee.

First Reading – 9/1/2010; First Publication – 9/17/2010

BACKUP DOCUMENTATION:
1. Bill No. 2010-41
2. Business Impact Statement

BILL NO. 2010-41

ORDINANCE NO. _____

AN ORDINANCE TO UPDATE THE CITY'S LICENSING REGULATIONS GOVERNING ICE CREAM TRUCKS, INCLUDING REVISED PROVISIONS CONCERNING HOURS OF OPERATION AND SIGNAGE, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilwoman Lois Tarkanian

Summary: Updates the City's licensing regulations governing ice cream trucks, including revised provisions concerning hours of operation and signage.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 6, Chapter 47, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.47.010: As used in this Chapter, the following terms shall be defined as set forth in this Section:

[(A) "Employee" means a person who works for or under the direction of, on behalf of, or as an agent of a licensee.

(B) "Health District" means the Clark County Health District.]

"Authorized vending period" means as follows:

(1) Within a City park, or upon or adjacent to public school grounds where organized athletic events take place:

(a) From nine a.m. to nine p.m., between June 1 and August 31; and

(b) From nine a.m. to eight p.m., otherwise;

(2) In any residential neighborhood where the provisions of Paragraph (1) above do not apply:

(a) From ten a.m. to eight p.m., between June 1 and August 31; and

(b) From ten a.m. to seven p.m., otherwise;

(3) At any other location, at any time of the day or night;

"Defined food product" means any of the following:

(1) Prepackaged candies or desserts;

(2) Prepackaged frozen dairy products or frozen water-based food products;

(3) Soft serve or hand-dipped frozen dairy products or frozen water-based food products, or

(4) Prepackaged beverages, including water, soft drinks, fruit drinks and hydration/sports drinks.

[(C)] "Ice cream truck" means any [motor] motorized vehicle which is required to be registered by the Nevada Department of Motor Vehicles and which is used to vend any [of the following products, whether or not the truck carries other prepackaged food products:

(1) Prepackaged frozen dairy or water-based food products; or

(2) Soft-serve or hand-dipped frozen dairy or water-based products.] defined food product.

[(D)] "Ice cream truck business" means a business that operates [one or more ice cream trucks that travel] an ice cream truck that travels from place to place on the streets for the purpose of vending[.] defined food products.

[(E)] "Licensee" means the holder of an ice cream truck business license issued by the Department.

[(F) "Metro" means the Las Vegas Metropolitan Police Department.]

[(G)] "Vend" means to sell or offer to sell products from an ice cream truck.

SECTION 2: Title 6, Chapter 47, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.47.020: It is unlawful for a person to:

(A) [Operate] Conduct, engage in, carry on, advertise, or market an ice cream truck business within the City without a license issued pursuant to this Chapter[;] for each truck operated in the business;

(B) [Maintain, manage, conduct, control or own] Conduct, engage in, carry on, advertise, or market an ice cream truck business that operates within the City unless the business is maintained and operated in compliance with this Title; or

(C) Vend from an ice cream truck or [operate] drive an ice cream truck for the purpose of vending therefrom without a valid work card issued pursuant to LVMC Chapter 6.86.

SECTION 3: Title 6, Chapter 47, Section 30, of the Municipal Code of the City of

Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.47.030: (A) On forms approved by the Department, [An] an application for an ice cream truck business license shall be filed with the Director. [and shall contain all of the information required by the Department.] Each principal of an ice cream truck business must [also] apply for and obtain approval for suitability in accordance with LVMC Chapter 6.06, subject to the payment of [an investigative fee of fifty dollars. The issuance of a license is contingent upon compliance with the work card and certification requirements of this Chapter.] applicable investigative fees. Upon completion of a required investigation, Metro will forward the application to the Department for appropriate action.

(B) Ice cream truck business licenses issued under this Chapter:

(1) Are issued on a per-vehicle basis;

(2) Are issued annually, whether on an initial or renewal basis, for the period for the period of April 1 through March 31 of the following year; and

(3) Are non-transferable.

SECTION 4: Title 6, Chapter 47, Section 40, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.47.040: (A) [In addition to and independent of any licensing or] Independent of any certification requirement of the Health District, an ice cream truck must first be inspected [and certified by the Department] by Department personnel and found to be in compliance with LVMC 6.47.100 before a business license may be issued or renewed for the operation of that truck. The applicant or licensee shall pay an inspection fee of fifty dollars for the first inspection. If an ice cream truck does not pass the first inspection, the applicant or licensee shall pay a reinspection fee of [twenty-five] fifty dollars for each [subsequent inspection] reinspection until the truck [is certified.] complies with LVMC 6.47.100.

(B) In connection with the initial licensing of an ice cream truck business, the applicant must demonstrate compliance with LVMC 6.47.050 and 6.47.110 before the issuance of the initial license. Following the issuance of an initial license, the licensee, on an ongoing basis and in connection with annual renewal, may certify compliance with those sections by means of an affidavit.

However, such certification by affidavit does not preclude the Department, at any time, from requiring actual proof of compliance with those sections.

SECTION 5: Title 6, Chapter 47, Section 50, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.47.050: No ice cream truck is eligible for a license, and no ice cream truck may be operated for the purpose of vending therefrom, unless the truck:

(A) [Has been certified by the Department and has displayed therein or thereon evidence of current certification.] Has been registered with the Nevada Department of Motor Vehicles and is properly displaying current registration plates; and

(B) Complies with any certification requirements of the Health District, and [has displayed therein or thereon] the applicant or operator, as the case may be, possesses evidence of current certification and compliance with Health District requirements.

SECTION 6: Title 6, Chapter 47, Section 60, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.47.060: (A) Each ice cream truck business license issued by the Department shall be subject to the requirements and limitations set forth in this Chapter and any other conditions specifically imposed upon the license. [A license is not transferable.] The annual license fee for [each person required to have] an ice cream truck business license shall be [one hundred dollars for each ice cream truck.] one hundred twenty-five dollars.

(B) For each license issued under this Chapter, the Department will issue a license decal. The decal shall be attached and displayed as set forth in LVMC 6.47.090.

(C) The Department may charge a decal replacement fee in the amount of twenty-five dollars, or in such other amount as the City Council may approve by resolution.

SECTION 7: Title 6, Chapter 47, Section 70, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.47.070: No person shall:

(A) Vend on any street at a location where the speed limit is greater than twenty-five miles per hour.

(B) Vend from an ice cream truck which is parked or stopped on a street within seventy-five feet of an intersection.

(C) Vend on a street except from the side of the truck away from moving traffic and as near as possible to the right-hand curb or edge of the street.

(D) Vend to a person standing in the roadway.

(E) Vend on a street unless there is a clear view of the ice cream truck for a distance of two hundred feet in each direction.

(F) Vend on a street unless the safety equipment described in Subsection (C) of Section 6.47.100 is activated a minimum of fifty feet before the ice cream truck stops to vend and for a minimum of fifty feet after operation of the ice cream truck resumes.

(G) Drive an ice cream truck on a street in reverse in order to vend.

(H) Stop on a street to vend within two hundred feet of any ice cream truck that has already stopped to vend on that street or another.

(I) Vend any item other than [the prepackaged food items described in Subsection (C) of Section 6.47.010 of this Chapter.] a defined food product.

(J) Vend or park an ice cream truck within one thousand feet of the outside perimeter of an elementary or middle school property until one hour after the end of the regular school day; provided, however, that the foregoing prohibition shall not apply on days when school is not in session nor on school property when vending has been approved in writing by the principal.

(K) Vend [earlier than ten a.m., nor later than seven p.m. or one-half hour after sunset, whichever occurs first.] at any time other than during an authorized vending period.

(L) Vend at [the same] a particular location more than once a day, or for longer than thirty minutes [at any one location, except as permitted under] continuously without moving the truck to another location at least one thousand feet away; provided, however, that the prohibitions contained in this Subsection (L) do not apply to vending locations and activities specifically authorized by a contractual arrangement with the City regarding a specific location.

(M) Consume alcoholic beverages or be intoxicated while vending.

(N) Vend within one thousand feet of a licensed concession stand located within

a City park when the concession stand is open for business, unless otherwise permitted under a contractual arrangement with the City regarding a specific location.

SECTION 8: Title 6, Chapter 47, Section 80, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.47.080: (A) No person shall use, play or employ any sound, outcry, amplifier, loudspeaker or any other instrument or device for the production of sound from an ice cream truck:

(1) When the ice cream truck is stationary;

(2) [Earlier than ten a.m., nor later than seven p.m. or one-half hour after sunset, whichever occurs first;] At any time other than during an authorized vending period; or

(3) In such a manner as to create a noise disturbance as defined in LVMC Chapter 9.16.

(B) In connection with the issuance of a license, the Director may impose reasonable restrictions on the type and use of any sound, outcry, amplifier, loudspeaker or any other instrument or device for the production of sound employed on an ice cream truck in order to limit noise or prevent a noise disturbance as defined in LVMC Chapter 9.16.

SECTION 9: Title 6, Chapter 47, Section 90, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.47.090: Each ice cream truck shall have prominently displayed, on the upper left corner of the back of the vehicle, [an identification number provided by the Director. The display shall be of such color, size and placement that the identification number can be easily read at a distance of ten feet.] the license decal provided by the Department pursuant to LVMC 6.47.060. Failure to attach the decal in the correct location or to maintain it in a readable condition shall be a violation of this Chapter.

SECTION 10: Title 6, Chapter 47, Section 100, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.47.100: (A) A licensee shall maintain each of the licensee's ice cream trucks in such a condition that:

(1) All doors, windows, hoods and trunks open and close securely;

(2) The exterior of the ice cream truck is clean and in good repair;

(3) Advertising decals and price lists are placed only on the vending side of the ice cream trucks and use a maximum area of twenty-four square feet; [and]

(4) All windows are clear of signs and other obstructions[.]; and

(5) The licensed business name and business telephone number are displayed on both sides of the truck in letters with a minimum of height of three inches, made discernible from other messages on the truck by means of a minimum six inches of blank space around the business name and business telephone number.

(B) A licensee shall ensure the installation of, and shall maintain in good operating condition, the following safety equipment on each of the licensee's ice cream trucks:

(1) Warning signs painted or mounted on the front and back of each truck, with the words "CHILDREN CROSSING" appearing on a display that is eight inches high by forty-eight inches wide. At least one additional sign shall be painted or mounted on the rear of each truck above the first sign and shall read "WARNING" in English and "PRECAUCIÓN" in Spanish. All lettering shall be black lettering, at least four inches high, on a yellow background with a black [one-inch border] border a minimum of one-half inch around each sign; and

(2) A convex mirror mounted on the front and rear of the vehicle so that the driver, in his normal sitting position, can see the area in front of the truck obscured by the hood and an area in the rear extending across the truck and four feet to the rear of the bumper.

(C) A licensee shall ensure the installation of, and shall maintain in good operating condition, the following additional safety equipment on each of the licensee's ice cream trucks:

(1) A flashing amber warning light on the roof as required by NRS 484.582;

(2) A signal arm that can be extended horizontally from the left side of the truck. [duplicating the design, size and specifications established by the Director.] This arm shall be yellow in color and contain on the rearward surface two alternately flashing amber lights three to five inches in diameter. [visible at three hundred feet to the rear in normal sunlight upon a straight level street.] The bottom of the signal arm shall be forty-two inches above the street;

(3) Standard vehicle warning flashers; and

(4) Any other safety equipment required by the Nevada Revised Statutes.

SECTION 11: Title 6, Chapter 47, Section 110, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.47.110: Each [ice cream truck] licensee must [file with the Department] obtain through a properly licensed insurance company, and thereafter maintain in full force at all times, public liability and property damage insurance which shall protect the public against any and all claims for damages for personal injuries, including death, and against claims for property damages which may arise out of or in connection with any operations or activities of an ice cream truck. Such insurance shall be in amounts of not less than one hundred thousand dollars for injuries, including death, to any one person; subject to the same limit for each person in an amount of not less than three hundred thousand dollars for injuries, including death, to more than one person on account of any one accident; and not less than twenty-five thousand dollars in property damage coverage for each accident. The policy or policies of insurance must name the City as an additional insured, and proof of the required coverage must be provided to the Department.

SECTION 12: Title 6, Chapter 47, Section 120, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.47.120: During any time that an ice cream truck is in operation for business, no one other than the driver and one additional person may occupy or ride in the vehicle. The driver and additional occupant, if any, must be either the licensee or an employee of the licensee.

SECTION 13: Title 6, Chapter 47, Section 130, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.47.130: [(A)] An ice cream truck business shall not be subject to the provisions of LVMC Chapter 6.62[.], but shall be subject to all applicable regulations and requirements of the Health District.

[(B) The Director may exempt from any requirement of this Chapter (other than the requirement to obtain a business license) any ice cream truck which is not used to vend to persons under the age of fourteen. However, nothing in this Section shall be deemed to affect the application of any independent regulation or requirement of the Health District.]

SECTION 14: The provisions of this Ordinance shall become effective the day

following its publication. However, licensees of ice cream truck businesses that are existing on the effective date of this Ordinance shall have 90 days following the effective date to comply with the provisions of Paragraph (5) of Subsection (A) of Section 6.47.100, as added by Section 10 of this Ordinance.

SECTION 15: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 16: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

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SECTION 17: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2010.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Pulsted 8-17-10
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2010, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2010, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

BUSINESS IMPACT STATEMENT
BILL NO. 2010-41
(Updates the City's licensing regulations governing ice cream trucks, including revised provisions regarding hours of operation and signage)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2010-41, that will update the City's licensing regulations governing ice cream trucks, including revised provisions regarding hours of operation and signage.

1. The following constitutes a description of the manner in which comment was solicited from affected businesses, a summary of their responses and an explanation of the manner in which other interested persons may obtain a copy of the summary.

A copy of the proposed ordinance and an invitation to respond were provided to holders of ice cream truck licenses within the City. One written response was received, the summary of which is included below and is available to interested persons as part of this business impact statement. The response was a suggestion that the ordinance expand the list of items that can be sold from an ice cream truck to include certain beverages.

2. The estimated economic effect of the proposed rule on businesses, including, without limitation, both adverse and beneficial effects, and both direct and indirect effects:

Adverse effects:

–Nominal license fee, investigation fee and inspection fee increases, as well as a possible economic effect on new and existing licenses by requiring additional signage on trucks

Beneficial effects:

–Clarifications to existing provisions, as well as more flexibility in vending hours

Direct effects:

–See adverse and beneficial effects above

Indirect effects:

–None identified

3. The following constitutes a description of the methods the local government considered to reduce the impact of the proposed rule on businesses and a statement regarding whether any, and if so which, of these methods were used:

The suggestion for expanding the list of items that can be sold by ice cream trucks was incorporated into the ordinance.

4. The estimate of the annual cost to the local government for enforcement of the proposed rule is:

Minimal additional cost

5. If the proposed rule provides for a new fee or increases an existing fee, the total annual amount expected to be collected is:

Approximately $7,500

6. If the proposed rule provides for a new fee or increases an existing fee, the money generated by the new fee or increase in existing fee will be used by the local government to:

Help offset the costs of administration and enforcement

7. If the proposed rule includes provisions that duplicate or are more stringent than federal, state or local standards regulating the same activity, the following explains why such duplicative or more stringent provisions are necessary:

Not applicable

Date: August 17, 2010

City of Las Vegas Agenda Item No.: **66.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 6, 2010

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
NEW BILL:

Bill No. 2010-42 – Amends the Town Center Development Standards Manual to correct the Permitted Use Matrix regarding minor auto repair garages. Proposed by: M. Margo Wheeler, Director of Planning and Development

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
This bill will amend the Town Center Development Standards Manual regarding minor auto repair garages. It was intended that the use be a conditional use in the GC-TC District and subject to a special use permit in the SC-TC District. However, the treatment of the use in those two districts was inadvertently reversed when the Standards Manual was updated a few years ago. This bill will correct the error.

RECOMMENDATION:
This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:
Bill No. 2010-42

BILL NO. 2010-42

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE TOWN CENTER DEVELOPMENT STANDARDS MANUAL TO CORRECT THE PERMITTED USE MATRIX REGARDING MINOR AUTO REPAIR GARAGES, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: M. Margo Wheeler, Director of Planning and Development

Summary: Amends the Town Center Development Standards Manual to correct the Permitted Use Matrix regarding minor auto repair garages.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: The Town Center Development Standards Manual, adopted under Section 19.06.110(B) of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended as set forth in Section 2 of this Ordinance. Deletions are shown by bracketing and additions by underlining.

SECTION 2: Table 1 (the Permitted Uses Matrix), as found at the end of Section B.2 of the Manual, is amended by amending the entry for the use "Auto Repair Garage (Minor)" to read as follows:

USES	GC	SC	UC	SX	MS	EC	L	ML	MLA	M	PF
Auto Repair Garage (Minor)	[S] C	[C] S									

SECTION 3: The Planning and Development Department is authorized and directed to incorporate into the Town Center Development Standards Manual the amendments made by this Ordinance.

SECTION 4: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional,

invalid or ineffective.

SECTION 5: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2010.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Valstead 9-22-10
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2010, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2010, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

City of Las Vegas Agenda Item No.: **67.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2010

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
NEW BILL:

Bill No. 2010-43 – Amends the Downtown Centennial Plan to correct certain maps and revise the requirements for tree grates. (TXT-37903) Sponsored by: Mayor Oscar B. Goodman

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
This bill will amend the Downtown Centennial Plan to correct maps regarding 1) the boundaries of the 18b Las Vegas Arts District, and 2) the alignment of a multi-use trail. The bill will also revise the requirements for tree grates within the Plan area, allowing the use of crushed granite in tree wells as an alternative.

RECOMMENDATION:
This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:
Bill No. 2010-43

BILL NO. 2010-43

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE DOWNTOWN CENTENNIAL PLAN TO CORRECT CERTAIN MAPS, REVISE THE REQUIREMENTS FOR TREE GRATES, AND PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Mayor Oscar B. Goodman

Summary: Amends the Downtown Centennial Plan to correct certain maps and revise the requirements for tree grates.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: The Downtown Centennial Plan, as adopted by Ordinance No. 6051, is hereby amended as set forth in Sections 2 to 14, inclusive, of this Ordinance, with text deletions being shown by brackets and text additions by underlining.

SECTION 2: Section II(D) is amended by replacing Map 6 appearing therein with the Map 6 that is attached to this Ordinance.

SECTION 3: Section VII(C) is amended by replacing Map 12 appearing therein with the Map 12 that is attached to this Ordinance.

SECTION 4: Section VII(D) is amended by replacing Map 13 appearing therein with the Map 13 that is attached to this Ordinance.

SECTION 5: Section VII(A)(4)(a) is amended by replacing Graphic 13 appearing therein with the Graphic 13 that is attached to this Ordinance.

SECTION 6: Section VII(A)(4)(a) is amended by replacing Graphic 14 appearing therein with the Graphic 14 that is attached to this Ordinance.

SECTION 7: Section VII(A)(4)(a) is amended by amending the fifth sentence thereof to read as follows:

> All new developments shall provide and install light fixtures, benches, trash receptacles and tree grates <u>or wells filled with crushed granite, all</u> in accordance with the Las Vegas Downtown Centennial Plan area models and specifications.

SECTION 8: Section VII(B)(4)(a) is amended by amending the fifth sentence thereof to read as follows:

All new developments shall provide and install light fixtures, benches, trash receptacles and tree grates or wells filled with crushed granite, all in accordance with the Las Vegas Downtown Centennial Plan area models and specifications.

SECTION 9: Section VII(C)(4)(a) is amended by amending the fifth sentence thereof to read as follows:

All new developments shall provide and install light fixtures, benches, trash receptacles and tree grates or wells filled with crushed granite, all in accordance with the Las Vegas Downtown Centennial Plan area models and specifications.

SECTION 10: Section VII(D)(4)(a) is amended by amending the fifth sentence thereof to read as follows:

All new developments shall provide and install light fixtures, benches, trash receptacles and tree grates or wells filled with crushed granite, all in accordance with the Las Vegas Downtown Centennial Plan area models and specifications.

SECTION 11: Section VII(F)(4)(a) is amended by amending the fifth sentence thereof to read as follows:

All new developments shall provide and install light fixtures, benches, trash receptacles and tree grates or wells filled with crushed granite, all in accordance with the Las Vegas Downtown Centennial Plan area models and specifications.

SECTION 12: Section VII(G)(4)(a) is amended by amending the fifth sentence thereof to read as follows:

All new developments shall provide and install light fixtures, benches, trash receptacles and tree grates or wells filled with crushed granite, all in accordance with the Las Vegas Downtown Centennial Plan area models and specifications.

SECTION 13: Section VII(H)(4)(a) is amended by amending the fifth sentence thereof to read as follows:

All new developments shall provide and install light fixtures, benches, trash receptacles and tree grates or wells filled with crushed granite, all in accordance with the Las Vegas Downtown Centennial Plan area models and specifications.

SECTION 14: Section VII(I)(4)(a) is amended by amending the fifth sentence thereof to read as follows:

All new developments shall provide and install light fixtures, benches, trash receptacles and tree grates or wells filled with crushed granite, all in accordance with the Las Vegas Downtown Centennial Plan area models and specifications.

SECTION 15: The Planning and Development Department is authorized and directed to incorporate into the Downtown Centennial Plan the amendments contained in this Ordinance, including an appropriate entry in the Table of Contents to show that Graphic 14 has been revised.

SECTION 16: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

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SECTION 17: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2010.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 9-21-10
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2010, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2010, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

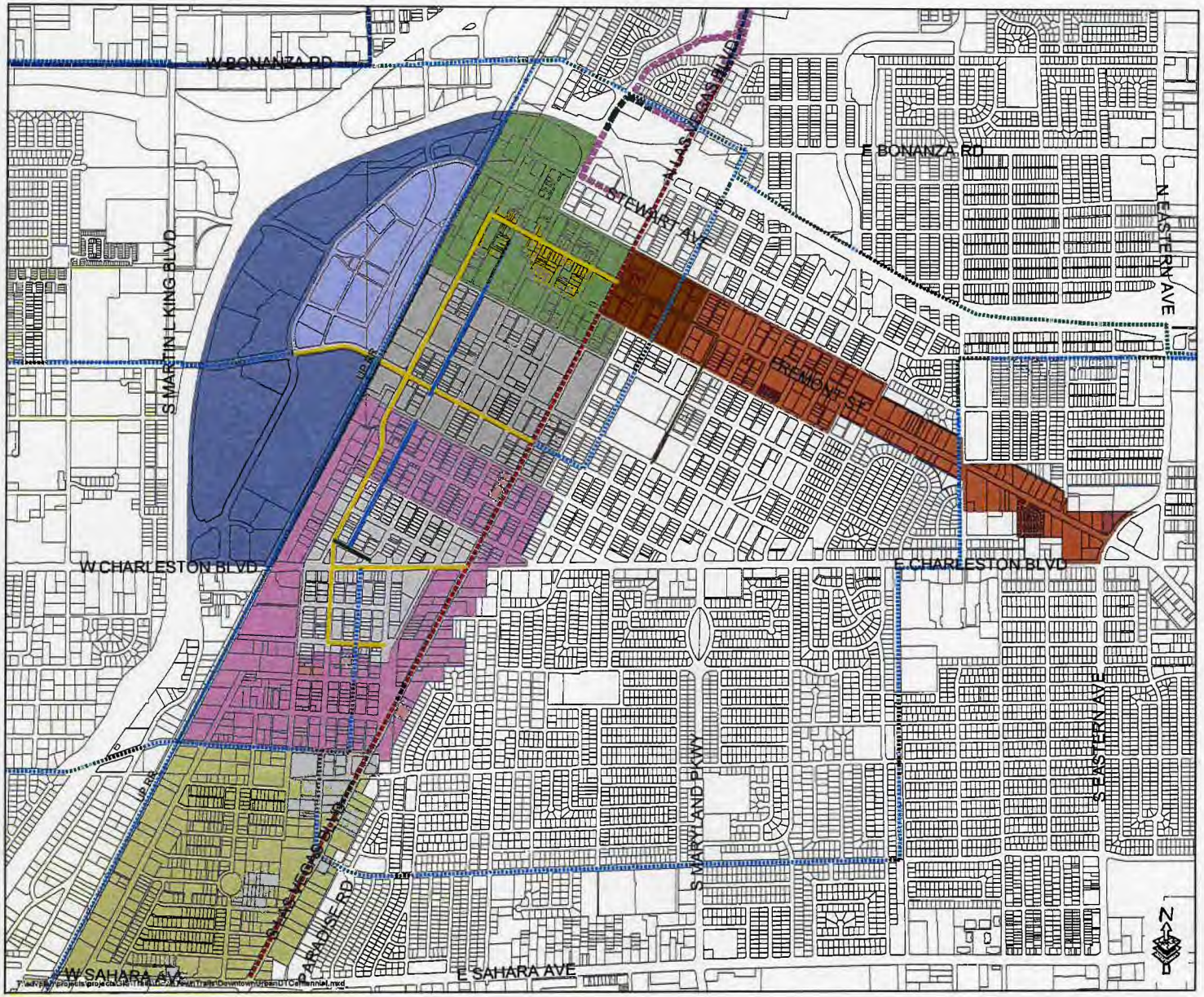
ABSENT: _____

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk



City of Las Vegas

Map 6

Downtown Urban Pathways System

Downtown Trails

- Pioneer Trail
- Art Trail
- Boulder Plaza
- Entertainment Trail
- Multi-Use, Transportation
- Scenic Byway
- Cultural Corridor Trail
- Tortoise Trail

Downtown Districts

- Office Core (117.39 Acres)
- Downtown Gateway (59.52 Acres)
- Downtown South (203.28 Acres)
- 18b Las Vegas Arts District (82.14 Acres)
- Parkway Center (210.14 Acres)
- Central Casino Core (107.55 Acres)
- Northern Strip Gateway (206.68 Acres)
- East Village (104.67 Acres)
- Fremont East District (25.16 Acres)
- Symphony Park (74.25 Acres)

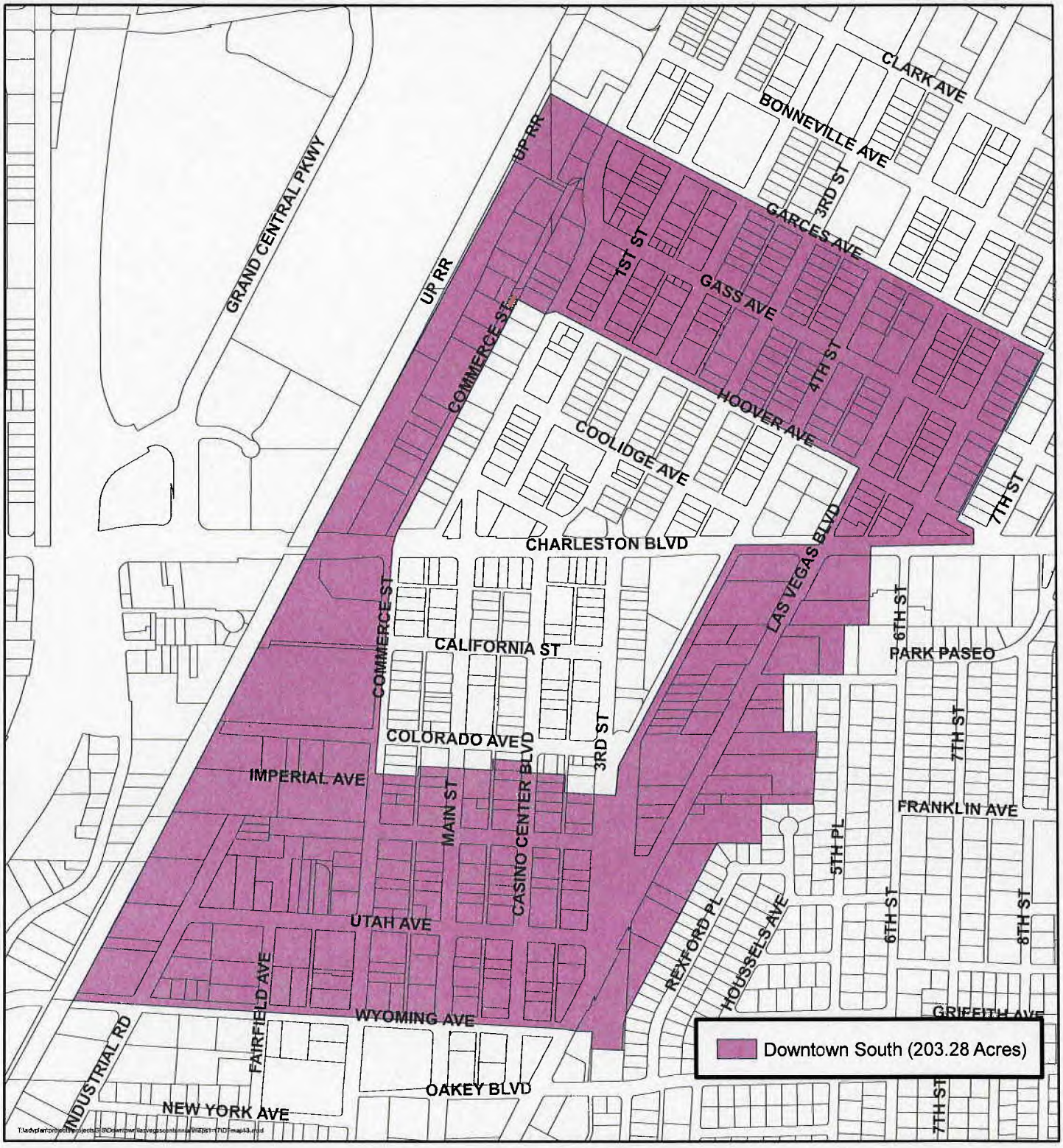
Adopted: Ordinance #5238, July 5th, 2000
Revised: GPA-2591, August 13th, 2003
Revised: GPA-3130, November 5th, 2003
Revised: Ordinance #5874, January 3rd, 2007
Revised: GPA-32130, February 18, 2009
Revised: Ordinance #6051, August 5, 2009

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.

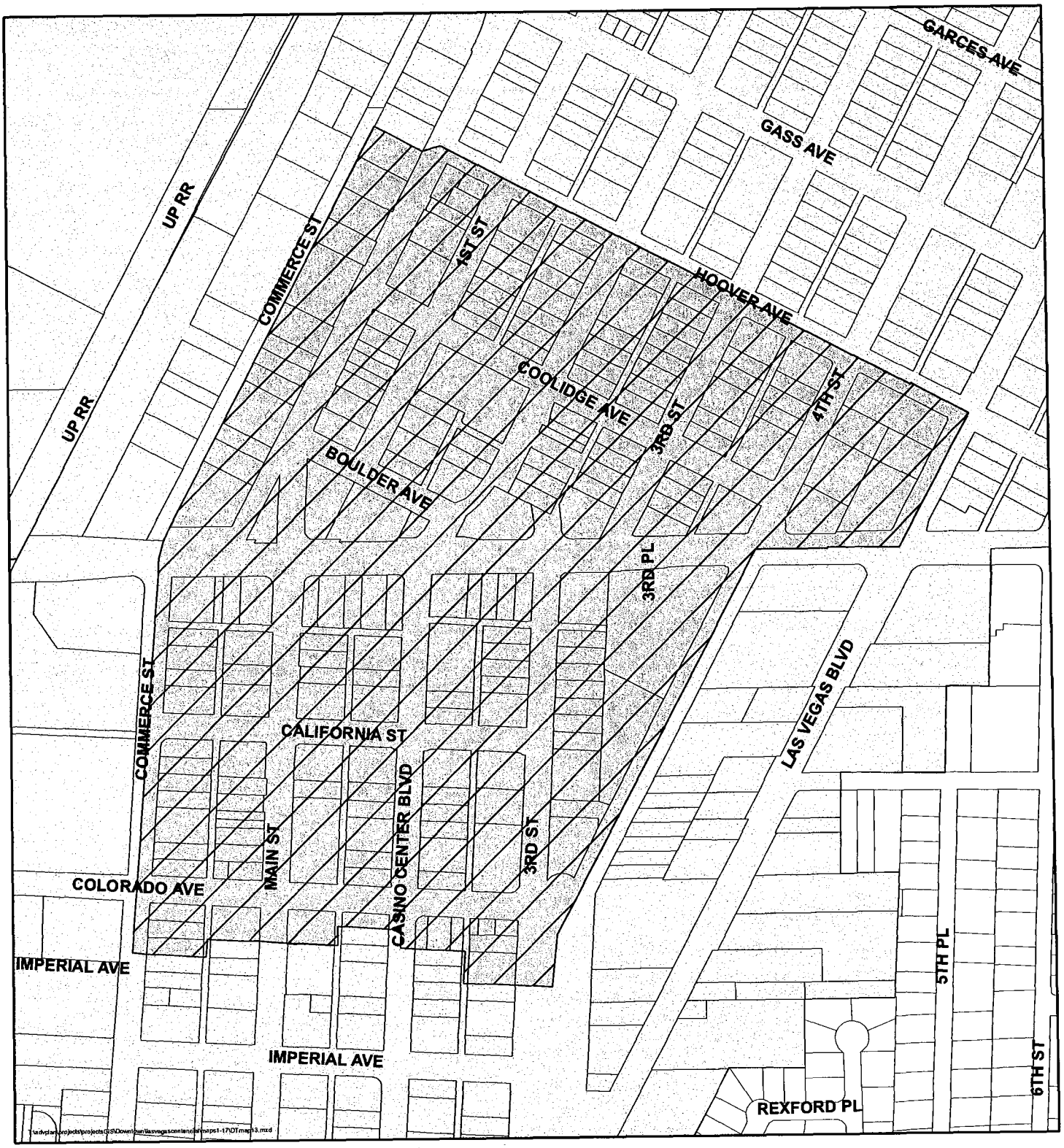
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT

Plotted Date: September 8, 2010



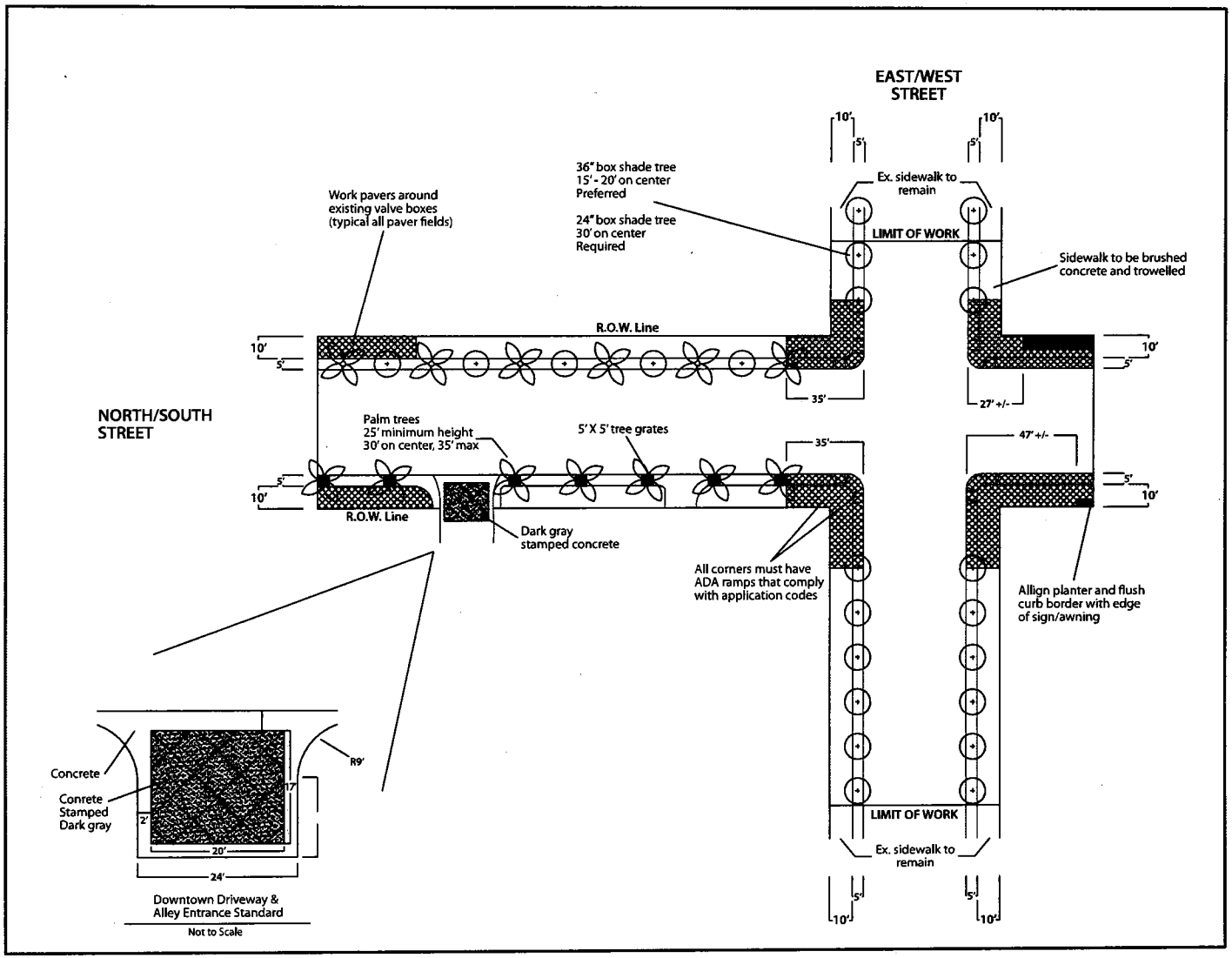
MAP 12: DOWNTOWN SOUTH DISTRICT



MAP 13: 18b THE LAS VEGAS ARTS DISTRICT

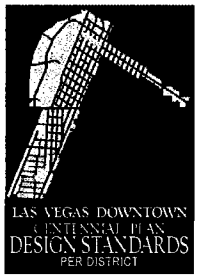
18b Las Vegas Arts District (82.14 Acres)

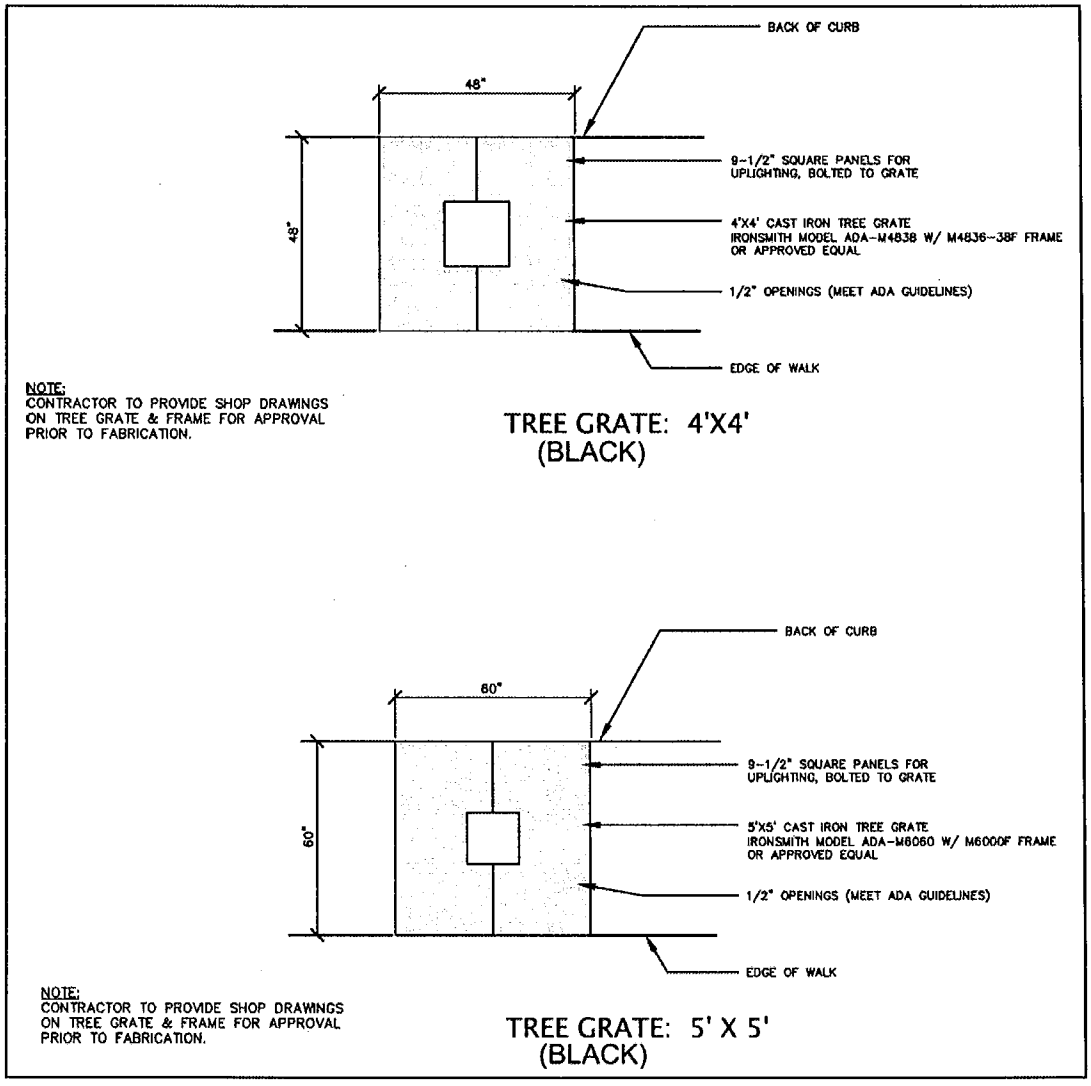
Downtown Districts


EAST/WEST STREET
NORTH/SOUTH STREET
36" box shade tree 15' - 20' on center Preferred
24" box shade tree 30' on center Required
Work pavers around existing valve boxes (typical all paver fields)
Ex. sidewalk to remain
LIMIT OF WORK
Sidewalk to be brushed concrete and trowelled
R.O.W. Line
Palm trees 25' minimum height 30' on center, 35' max
5' X 5' tree grates
Dark gray stamped concrete
All corners must have ADA ramps that comply with application codes
Allign planter and flush curb border with edge of sign/awning
10'
5'
35'
27' +/-
47' +/-
Concrete
Conrete Stamped Dark gray
R9'
17'
2'
20'
24'
Downtown Driveway & Alley Entrance Standard
Not to Scale


LAS VEGAS DOWNTOWN
CENTENNIAL PLAN
DESIGN STANDARDS
PER DISTRICT

GRAPHIC 14: STREET HARDSCAPE TREATMENTS (OPTIONAL TREE GRATE DETAIL)





* When required tree(s) that are larger than above openings, a similar designed tree grate may be used.

City of Las Vegas Agenda Item No.: **68.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2010

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
NEW BILL:

Bill No. 2010-44 – Amends the licensing regulations to replace the hotel lounge bar license with the ancillary lounge bar license, and makes a corresponding change to the zoning regulations. (TXT-38337) Sponsored by: Mayor Oscar B. Goodman

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
This bill will amend the licensing regulations to replace the hotel lounge bar license with the ancillary lounge bar license, and make a corresponding change to the zoning regulations. The changes are intended to provide more flexibility for ancillary bar uses.

RECOMMENDATION:
This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:
1. Bill No. 2010-44
2. Business Impact Statement

BILL NO. 2010-44

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE LICENSING REGULATIONS TO REPLACE THE HOTEL LOUNGE BAR LICENSE WITH THE ANCILLARY LOUNGE BAR LICENSE, MAKE A CORRESPONDING CHANGE TO THE ZONING REGULATIONS, AND PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Mayor Oscar B. Goodman

Summary: Amends the licensing regulations to replace the hotel lounge bar license with the ancillary lounge bar license, and makes a corresponding change to the zoning regulations.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 6, Chapter 50, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.50.020: Unless the context otherwise requires, the scope of all words in this Chapter shall be liberally construed in order to effectuate the purpose of this Chapter, and, in particular, the following words shall have the meaning ascribed to them as follows:

"Alcoholic beverage" includes alcohol, spirits, liquor, wine and beer, and every liquid or solid which contains alcohol, spirits, liquor, wine or beer; and which contains one-half of one percent or more of alcohol by volume; and which is fit for beverage purposes, either alone or when diluted, mixed or combined with other substances. Any liquid or solid containing beer or wine in combination with any other alcoholic beverage shall not be construed to be beer or wine.

"Alcoholic beverage caterer" means a person who serves or sells alcoholic beverages only for consumption on the premises where the same are dispensed, served or sold during the times, dates and places specified by permit.

"Ancillary lounge bar" means a bar located in a lounge area of a hotel or mixed-use building where alcoholic beverages are sold for consumption in specified areas only.

"Art gallery or art studio" means a business establishment where the general public is invited to view artistic exhibitions, presentations and performances.

"Banquet or event establishment" means any establishment which is rented by individuals or groups to accommodate private or public events. Such establishment may or may not include:

(1) Kitchen facilities for the preparation or catering of food.

(2) Outdoor gardens or reception facilities.

"Beer" means any alcoholic beverage obtained by the fermentation of any infusion or decoction of barley, malt, hops or similar product, or any combination thereof, in water.

"Commercial center" means a concentration of retail stores that:

(1) Contains at least eighty thousand square feet of retail space enclosed within a building or buildings;

(2) Contains at least one anchor retail store of at least twenty thousand square feet;

(3) Includes a parking lot common to the retail stores; and

(4) Is situated on at least fifteen gross acres of land.

"Container," except as the context otherwise requires, means a receptacle provided by an establishment (or otherwise) from which alcoholic beverages are consumed on the premises of the establishment.

"Convenience store" means a retail establishment other than a drugstore, which:

(1) Offers for sale prepackaged food products, household items and other goods commonly associated with those products and items, provided that not more than thirty percent of its physical retail inventory on the establishment premises is devoted to alcoholic beverages;

(2) Contains not less than one thousand two hundred square feet, nor more than five thousand square feet of floor space devoted to retail sales display, exclusive of warehouse and office areas; and

(3) Displays alcoholic beverages for sale no closer than ten feet from any public entrance to the establishment.

"Convention facility" means a structure which has at least 100,000 square feet of floor space utilized for scheduling, hosting or accommodating a convention, trade show or temporary event, whether the activity is open or closed to the general public. For purposes of this Chapter, the term includes a stadium facility that is operated in conjunction with a convention facility, but does not include a permanent trade show facility.

"Cooler" means any prebottled alcoholic beverage, other than beer or wine, that is a distillate

obtained from the fermentation of the natural contents of fruits or other agricultural products containing natural or added sugar, which contains not more than ten percent of alcohol by volume.

"Downtown entertainment overlay district" means that area of the City bounded by Ogden Avenue on the north, Carson Avenue on the south, Las Vegas Boulevard on the west and 8th Street on the east.

"Drugstore" means a business establishment which occupies the entire business premises of a building, or a portion of the business premises of a building which is segregated physically or spatially from the rest of the business premises, where a State licensed pharmacist is present at all times the pharmacy operation is open for the purpose of compounding or dispensing, or both compounding and dispensing of drugs and medicines, and where a grill and fountain service is permitted as well as the retail sales of sundries, including stationery, magazines, cosmetics and health items.

"Dues" means fees paid on a monthly, quarterly, semiannual or annual basis for the right to participate in the planning of activities and the utilization of services offered by a nonprofit corporation, association or organization. The term "dues" does not include fees paid for the purchase of drinks, meals or other services offered by a nonprofit corporation, association or organization.

"Event" means private or public activity, including, but not limited to, weddings, birthdays, ceremonials, commemorations, anniversaries, family reunions, fund raisers, political campaign gatherings, and religious or other types of observances.

"Gift basket" means a receptacle or container that may be filled with food items or novelty items, and alcoholic beverages in sealed or corked containers in quantities not greater than 25.4 ounces (approximately 1.79 pints), measured in the English system of weights and measures, or in quantities not greater than seven hundred fifty milliliters measured in the metric system of weights and measures.

"Groceries" means staple food stuffs, dairy products, meats and produce meant for human consumption; articles used in the preparation of food; and household supplies.

"Grocery store" means a business establishment which occupies all of the business premises of a building or a portion of the business premises of a building which is segregated physically or spatially from the rest of the business premises, and which contains more than five thousand square

feet of floor space for the display and sale of groceries and alcoholic beverages, exclusive of warehouse and office space. The term does not include an establishment in which more than thirty percent of the physical retail inventory on the establishment premises consists of alcoholic beverages.

[“Hotel lounge bar” means a bar located in a lounge area of a hotel where alcoholic beverages are sold for consumption in specified areas only.]

“Key employee” means an employee designated by a business licensee to oversee the operations of the business in the absence of the licensee.

“Liquor store” means a specialty retail store which does not allow entry to minors and which deals exclusively in alcoholic beverages and related items including magazines, newspapers and packaged snack foods.

“Malt beverage” means beer, ale, porter, stout and other similar fermented beverages of any name or description, brewed or produced from malt, wholly or in part.

“Meal” means an assortment of food listed on a menu which must include entrees, appetizers, side items and desserts available for purchase at various hours of the day.

“Mega store” means a business which has in excess of twenty-five thousand square feet of floor space devoted for the sale of a multiple line of products, including, but not limited to groceries, electronics, pharmaceuticals, home decorating and improvement supplies, office supplies, clothing and similar items.

“Nonprofit club” means any nonprofit corporation, association or organization which has been in continual existence for at least two years prior to applying for a license under this Chapter, and:

(1) Is organized or qualified to do business and operate under the laws of the State;

(2) Has tax-exempt status granted by the United States Internal Revenue Service;

(3) Maintains a membership of at least one hundred active members who are residents of Southern Nevada, who are twenty-one years of age or older and who pay dues to the nonprofit corporation, association, or organization;

(4) Operates a clubhouse, clubroom or meeting room in a permanent location which it owns or leases; and

(5) Maintains a sign-in log that each member and the member's guests must sign

upon entering the club house, clubroom or meeting room operated by the club.

"Off-sale" means the sale of alcoholic beverages in original sealed or corked containers for consumption off the premises where the same are sold.

"On-sale" means the sale of alcoholic beverages for consumption on the premises where the same are sold.

"Permanent trade show" means an event held at a permanent trade show facility where products, goods or wares are displayed for the purpose of exhibitors demonstrating and soliciting orders for the wholesale of or offering for wholesale of such products, goods or wares exclusively to members of a specific industry or industries.

"Permanent trade show facility" means a parcel or contiguous parcels of land with one or more buildings located thereon consisting of a minimum of two hundred fifty thousand square feet of floor space that is designed and intended primarily to conduct one or more permanent trade shows annually, at which members of the general public are not admitted. A "permanent trade show facility" may also be used for events to which the general public is invited.

"Restaurant" means a place which is regularly and in a bona fide manner used and kept open for the service of meals to guests for compensation; and which has suitable kitchen facilities connected therewith, containing conveniences for cooking an assortment of foods which may be required for ordinary meals.

"Restaurant service bar" means a bar wherein alcoholic beverage drinks are prepared for service only at tables in a restaurant for consumption only in connection with a meal on the premises where the same is sold.

"Sale" means the act of selling and, in connection therewith, "sell" means, for compensation or any other private or public business purpose at a commercial location, to sell, serve, give away, or distribute; or to cause or permit to be sold, served, given away or distributed or to possess with the intent to sell, serve, permit consumption, give away or distribute; or to solicit or receive orders to sell, serve, give away or distribute.

"Specialty merchandise store" means a retail store located within a commercial center that:

(1) Has at least eighteen thousand square feet of gross floor area;

(2) Has at least eleven thousand five hundred square feet of floor space dedicated to the sale and display of furniture, glassware, kitchenware and other household goods;

(3) Has at least three thousand six hundred square feet of floor space dedicated to the sale and display of gourmet foods and nonalcoholic beverages; and

(4) Maintains an inventory of beer, wine and coolers with a wholesale value of at least twenty-five thousand dollars.

"Supper club" means a restaurant and bar operation with alcoholic beverage sales wherein the bar area is separated from the restaurant area by a barrier sufficient to prevent access to the bar area by minors and the restaurant operation is the principal portion of the business.

"Wedding chapel" means a business establishment that is licensed to perform marriages in accordance with State law.

"Wholesale dealer" or "wholesaler" means a person who sells alcoholic beverages for the purposes of resale.

"Wine" means any alcoholic beverage, other than beer, obtained by the fermentation of the natural contents of fruits or other agricultural products containing natural or added sugar, which contains not more than twenty-two percent of alcohol by volume.

SECTION 2: Title 6, Chapter 50, Section 120, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.50.120: [A hotel] An ancillary lounge bar license authorizes the sale of alcoholic beverages for consumption on the premises of [the] a hotel or mixed-use building subject to the following conditions:

(A) The hotel or mixed-use building has a minimum of one hundred fifty rooms[,] or residential units, unless the City Council determines the public safety, health and welfare will not be compromised by a lesser number of rooms[;] or units;

(B) Alcoholic beverages are served and consumed only at tables and booths located within the [hotel] lounge bar area, within a hotel pool area, or within hotel rooms as an incident to room service;

[(C) Persons are not permitted to purchase or obtain alcoholic beverages directly

from the hotel lounge bar;

(D) No other business, trade, profession or entertainment that requires a license under this Title is conducted or performed in the hotel lounge bar area; and]

(C) No gaming-related use may be allowed in the ancillary lounge bar area; and

[(E)] (D) The maximum available customer seating in the [hotel] lounge bar area does not exceed [seventy-five] fifty seats.

SECTION 3: Title 6, Chapter 50, Section 360, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.50.360: Each licensee shall pay to the Department, in advance, the semiannual license fees set forth in the following schedule, subject to the annual adjustment described in Subsection (B) of this Section:

License Category	Semiannual License Fee (Dollars)
Ancillary lounge bar	1,200
Banquet or event establishment	500
Beer/wine/cooler art event on-sale	300
Beer/wine/cooler on-sale	300
Beer/wine/cooler off-sale	300
Beer/wine/cooler on-off sale	600
Brew/pub/tavern	1,200
Convention facility	1,200
General on-sale	1,200
General on-sale (beer and wine)	500
Gift basket limited	300
Gift shop limited	500
Grocery store or mega store internet sale	500
[Hotel lounge bar]	[1,200]
Instructional wine making facility	600
Keg beer	200
Alcoholic beverage caterer	500
Nonprofit club general on-sale	200
Nonprofit club restaurant service bar	100
Package	750
Permanent trade show facility	2,400

License Category	Semiannual License Fee (Dollars)
Restaurant service bar	600
Supper club	800
Plus: fee for each additional bar	750
Tavern (one bar)	1,200
Plus: fee for each additional bar	900
Tavern-limited	800
Plus: fee for each additional bar	500
Urban lounge	1,000
Plus: fee for each additional bar	750
Wholesale general	1,000
Wine, beer, cordial, liqueur tasting	600

Each special event general licensee shall pay a license fee of one hundred dollars per day.

Each special event beer/wine licensee shall pay a license fee of seventy-five dollars per day.

SECTION 4: Title 6, Chapter 50, Section 380, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.50.380: (A) The origination charge listed in this Section is a one time charge which is due and payable at the time of filing an application for an alcoholic beverage license. Origination charges are as follows:

License Category	Origination Charge (Dollars)
Ancillary lounge bar	40,000
Banquet or event establishment	20,000
Beer/wine/cooler art event on-sale	1,000
Beer/wine/cooler on-sale	2,500
Beer/wine/cooler off-sale	2,500
Beer/wine/cooler on-off sale	5,000
Brew/pub/tavern	75,000
Convention facility	75,000
General on-sale	75,000
General on-sale (beer and wine)	20,000
Gift basket limited	1,000
Gift shop limited	4,000
Grocery store or mega store internet sale	2,500

License Category	Origination Charge (Dollars)
[Hotel lounge bar]	[40,000]
Instructional wine making facility	2,500
Keg beer	4,000
Alcoholic beverage caterer	4,000
Nonprofit club general on-sale	2,000
Nonprofit club restaurant service bar	1,000
Package	40,000
Permanent trade show facility	60,000
Restaurant service bar	30,000
Supper club	40,000
Tavern	75,000
Tavern-limited	20,000
Urban lounge	50,000
Wholesale general	10,000
Wine, beer, cordial, liqueur tasting	2,000

(B) The transfer of an alcoholic beverage license from one licensee to another is exempt from the origination charge set forth in this Section.

(C) In connection with the issuance of an original new City alcoholic beverage license to an existing County alcoholic beverage licensee whose business premises have been annexed into the City, the Department shall waive the origination charge at the request of the applicant. However, a license concerning which such a waiver has been granted may not be sold, transferred to a third party, or transferred to a new location, notwithstanding any provision of this Title to the contrary.

SECTION 5: Table 2 of the Land Use Tables adopted in Title 19, Chapter 4, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by deleting the entry for the use Hotel Lounge Bar, as found in the "Retail and Personal Services" element of Table 2.

SECTION 6: Table 2 of the Land Use Tables adopted in Title 19, Chapter 4, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding to the "Retail and Personal Services" element of Table 2 an entry for the use "Ancillary Lounge

Bar," reading as follows:

USE: Ancillary Lounge Bar

RESIDENTIAL												COMMERCIAL						INDUSTRIAL		
U	R-A	R-E	R-D	R-1	R-CL	R-2	R-3	R-4	R-5	R-MH	R-MHP	P-R	N-S	O	C-D	C-1	C-2	C-PB	C-M	M
																S	S	S	S	S

Description:
"Ancillary Lounge Bar" means a bar located in a lounge area of a hotel or approved mixed-use building which has a minimum of one hundred-fifty rooms or residential units, unless the City Council determines that public health, safety and welfare are not compromised by a lesser number of rooms or units, where the lounge bar makes available alcoholic beverages for consumption in specified areas only. This use does not include a bar that is ancillary to a "Non-restricted Gaming Establishment," as defined in this Title.

Minimum Special Use Permit Requirements:

1. No ancillary lounge bar business use shall be located within 400 feet of any church, synagogue, school, child care facility licensed for more than 12 children or City park.
2. Except as otherwise provided in Requirement 3 below, the minimum distances referred to in Requirement 1 shall be determined with reference to the shortest distance between two property lines, one being the property line of the proposed ancillary lounge bar which is closest to the existing use to which the measurement pertains, and the other being the property line of that existing use which is closest to the proposed ancillary lounge bar. The distance shall be measured in a straight line without regard to intervening obstacles. For purposes of measurement, the term "property line" refers to property lines of fee interest parcels and does not include the property line of:
   a. Any leasehold parcel; or
   b. Any parcel which lacks access to a public street or has no area for on-site parking and which has been created so as to avoid the distance limitation described in Requirement 1.
3. In the case of a proposed ancillary lounge bar located on a parcel of at least 80 acres in size, the minimum distances referred to in Requirement 1 shall be measured in a straight line from the nearest property line of the existing use to the nearest portion of the structure in which the ancillary lounge bar will be located, without regard to intervening obstacles.
4. When considering a Special Use Permit application for an ancillary lounge bar which also requires a waiver of the distance limitation in Requirement 1, the Planning Commission shall take into consideration the distance policy and shall, as part of its recommendation to the City Council, state whether the distance requirement should be waived and the reasons in support of the decision.
5. The minimum distance requirement in Requirement 1 does not apply to an establishment which has a nonrestricted gaming license in connection with a hotel having 200 or more guest rooms on or before July 1, 1992, or in connection with a resort hotel having in excess of 200 guest rooms after July 1, 1992.
6. Where associated with a hotel use, alcoholic beverages shall be served and consumed only within the lounge bar area, within a pool area, or within hotel rooms as incident to room service. Where associated with a mixed-use building, alcoholic beverages shall be served and consumed only within the lounge bar area.
7. The maximum available customer seating in the lounge bar area shall not exceed 50 seats.

*8. No gaming-related use may be allowed in the ancillary lounge bar area.

*9. All businesses which sell alcoholic beverages shall conform to the provisions of LVMC Chapter 6.50.

On-site Parking Requirement: No additional parking required beyond that which is required for the principal use(s) on the site.

SECTION 7: Title 19, Chapter 20, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by deleting therefrom the definition of "Hotel Lounge Bar."

SECTION 8: Title 19, Chapter 20, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto the following term, along with its corresponding definition:

"Ancillary Lounge Bar" means a bar located in a lounge area of a hotel or approved mixed-use building which has a minimum of one hundred-fifty rooms or residential units, unless the City Council determines that public health, safety and welfare are not compromised by a lesser number of rooms or units, where the lounge bar makes available alcoholic beverages for consumption in specified areas only. The term does not include a bar that is ancillary to a "Non-restricted Gaming Establishment," as defined in this Title.

SECTION 9: For purposes of Section 2.100(3) of the City Charter, LVMC 19.04.010 and 19.20.020 are deemed to be subchapters rather than sections.

SECTION 10: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

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SECTION 11: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2010.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 9-21-10
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2010, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2010, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

BUSINESS IMPACT STATEMENT
BILL NO. 2010-44
(Amends the licensing regulations to replace the hotel lounge bar license with the ancillary lounge bar license, and makes a corresponding change to the zoning regulations)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2010-44, that would amend the licensing regulations to replace the hotel lounge bar license with the ancillary lounge bar license, and make a corresponding change to the zoning regulations.

1. The following constitutes a description of the number of the manner in which comment was solicited from affected businesses, a summary of their responses and an explanation of the manner in which other interested persons may obtain a copy of the summary.

Not applicable

2. The estimated economic effect of the proposed rule on businesses, including, without limitation, both adverse and beneficial effects, and both direct and indirect effects:

Adverse effects:

None identified

Beneficial effects:

Broader licensing category made available

Direct effects:

Broader licensing category made available

Indirect effects:

None

3. The following constitutes a description of the methods the local government considered to reduce the impact of the proposed rule on businesses and a statement regarding whether any, and if so which, of these methods were used:

Not applicable

4. The governing body estimates the annual cost to the local government for enforcement of the proposed rule is:

No additional cost

5. If the proposed rule provides for a new fee or increases an existing fee, the total annual amount expected to be collected is:

Not applicable

6. If the proposed rule provides for a new fee or increases an existing fee, the money generated by the new fee or increase in existing fee will be used by the local government to:

Not applicable

7. If the proposed rule includes provisions that duplicate or are more stringent that federal, state or local standards regulating the same activity, the following explains when such duplicative or more stringent provisions are necessary:

Not applicable

Date: September 22, 2010

City of Las Vegas Agenda Item No.: **69.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 6, 2010

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
NEW BILL:

Bill No. 2010-45 – Repeals provisions of the Municipal Code relating to citizen complaints about City employees. Proposed by: Bradford R. Jerbic, City Attorney

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
This bill will repeal Chapter 2.56 of the Municipal Code relating to citizen complaints about City employees. The chapter includes a process by which such complaints are investigated by the City Attorney and acted upon by the City Council. The process was adopted in 1970 and has rarely been used. Besides not being particularly workable, the process is inconsistent with collective bargaining agreements and other modern approaches to human resource management.

RECOMMENDATION:
This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:
1. Bill No. 2010-45
2. Business Impact Statement

BILL NO. 2010-45

ORDINANCE NO. _____

AN ORDINANCE TO REPEAL IN ITS ENTIRETY CHAPTER 2.56 OF THE MUNICIPAL CODE RELATING TO CITIZEN COMPLAINTS ABOUT CITY EMPLOYEES, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Bradford R. Jerbic, City Attorney

Summary: Repeals provisions of the Municipal Code relating to citizen complaints about City employees.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 2, Chapter 56, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby repealed in its entirety.

SECTION 2: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

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SECTION 3: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2010.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 9-21-10
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2010, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2010, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

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BUSINESS IMPACT STATEMENT
BILL NO. 2010-45
(Repeals provisions of the Municipal Code relating to citizen complaints about City employees)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2010-45, that would repeal provisions of the Municipal Code relating to citizen complaints about City employees.

1. The following constitutes a description of the number of the manner in which comment was solicited from affected businesses, a summary of their responses and an explanation of the manner in which other interested persons may obtain a copy of the summary.

Not applicable

2. The estimated economic effect of the proposed rule on businesses, including, without limitation, both adverse and beneficial effects, and both direct and indirect effects:

Adverse effects:

None identified

Beneficial effects:

None identified

Direct effects:

None identified

Indirect effects:

None identified

3. The following constitutes a description of the methods the local government considered to reduce the impact of the proposed rule on businesses and a statement regarding whether any, and if so which, of these methods were used:

Not applicable

4. The governing body estimates the annual cost to the local government for enforcement of the proposed rule is:

No additional cost

5. If the proposed rule provides for a new fee or increases an existing fee, the total annual amount expected to be collected is:

Not applicable

6. If the proposed rule provides for a new fee or increases an existing fee, the money generated by the new fee or increase in existing fee will be used by the local government to:

Not applicable

7. If the proposed rule includes provisions that duplicate or are more stringent that federal, state or local standards regulating the same activity, the following explains when such duplicative or more stringent provisions are necessary:

Not applicable

Date: September 22, 2010

City of Las Vegas Agenda Item No.: **70.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2010

DEPARTMENT: HUMAN RESOURCES
DIRECTOR: CLAUDETTE ENUS ☐ **Consent** ☒ **Discussion**

SUBJECT:
Closed Session - Upon duly carried Motion, a closed meeting is called in accordance with NRS 288.220 to discuss labor issues

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
To discuss labor issues

RECOMMENDATION:
None

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **71.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 6, 2010

DEPARTMENT: CITY CLERK
DIRECTOR: BEVERLY K. BRIDGES ☐ **Consent** ☒ **Discussion**

SUBJECT:

Any items from the afternoon session that the Council, staff and /or the applicant wish to be stricken or held in abeyance to a future meeting may be brought forward and acted upon at this time

City of Las Vegas Agenda Item No.: **72.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 6, 2010

DEPARTMENT: METROPOLITAN POLICE
DIRECTOR: AREA COMMAND ☐ **Consent** ☒ **Discussion**

SUBJECT:
ABEYANCE ITEM - Hearing and possible action to consider the appeal regarding the Notice and Declaration of Chronic Nuisance located at 1300 Fremont Street. PROPERTY OWNER: S P FREMONT LLC - Ward 3 (Reese)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
The subject property was determined to be a chronic nuisance as defined in Las Vegas Municipal Code, Title 9.04.010 and 9.040.020, dealing with nuisances. A Notice and Declaration of Chronic Nuisance was mailed to the property owners to correct the nuisance per Title 9.04.010 and 9.040.020. Today's hearing is to consider the Appeal to the Notice and Declaration of Chronic Nuisance filed by S P Fremont LLC, by and through his council of record, Artemus W. Ham, Esq. and the Law Offices of Mainor Eglet.

RECOMMENDATION:
That the City Council approve the Notice and Declaration of Chronic Nuisance.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Location Maps
3. Notice and Declaration of Chronic Nuisance
4. Appeal Letter from Appellant
5. Notice of Appeal
6. Rescheduled Hearing Notification

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: October 6, 2010
DEPARTMENT: Metropolitan Police
ITEM DESCRIPTION: ABEYANCE ITEM - Hearing and possible action to consider the appeal regarding the Notice and Declaration of Chronic Nuisance located at 1300 Fremont Street. PROPERTY OWNER: S P FREMONT LLC - Ward 3 (Reese)

The subject property was deemed to be a public nuisance as defined in Las Vegas Municipal Code, Title 9.04.010 and 9.040.020, dealing with nuisances. A Notice and Declaration of Chronic Nuisance was sent to the property owners requesting they correct the nuisance per Title 9.

The property at 1300 Fremont Street has been and continues to be a chronic nuisance. There have been 42 calls for service requiring police response from July 1, 2010 to July 31, 2010. As a result of these calls seven arrests were made, one citation issued, and four crime reports were taken. Property owner was requested to take any and all steps necessary to abate the chronic nuisance and have not made an effort.

Today's hearing is to consider the Appeal to the Notice and Declaration of Chronic Nuisance filed by S P Fremont LLC, by and through his counsel of record, Artemus W. Ham, Esq. and the Law Offices of Mainor Eglet

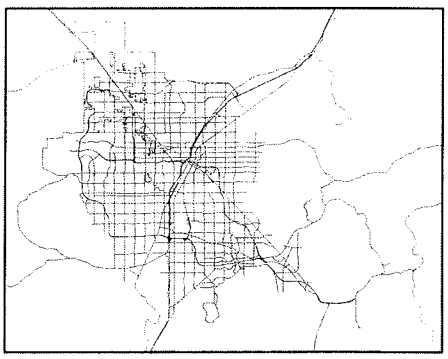
1300 FREMONT STREET
CROSS STREETS - LAS VEGAS//MARYLAND

City of Las Vegas Vicinity Map



N

0 170 340 680 Feet



GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT

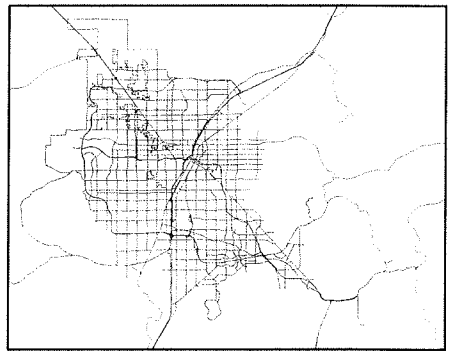
1300 FREMONT STREET
CROSS STREETS - LAS VEGAS//MARYLAND

City of Las Vegas Vicinity Map



N

0 70 140 280 Feet



GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT

NOTICE AND DECLARATION OF CHRONIC NUISANCE

August 10th, 2010

S P Fremont LLC
Silver Point Capital LP
320 Decker Ct. #109
Irving, TX 75062-8162

PLEASE TAKE NOTICE, From July 1st, 2010 to July 31st, 2010 there were 42 calls for service / problems on the property of 1300 E. Fremont, Fremont Plaza Apartments. As a result of these calls 7 arrests were made, 1 citation was issued and 4 crime reports were taken.

This conduct constitutes a Chronic Nuisance as defined by Las Vegas Municipal Code 9.04.010. Pursuant to Las Vegas Municipal Code 9.040.020, every person **who causes or maintains a public nuisance or chronic nuisance, or who wilfully omits or refuses to perform any legal duty relating to the abatement of such a nuisance.**

(1) Shall be guilty of a misdemeanor; or

(2) Shall be liable civilly to the City and, upon such finding based upon substantial evidence, shall be responsible to pay civil penalties of not more than five hundred dollars per day for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation.

(B) Each day that a violation of this Section continues, whether pursued criminally or civilly, constitutes a separate violation for purposes of criminal prosecution or civil proceedings.

400 Stewart Avenue • Las Vegas, Nevada 89101-2984 • (702) 795-3111
www.lvmpd.com • www.protectthecity.com

In prior letters we have outlined specific stipulations we requested you meet to abate the problems you are having on your property. Deadlines were given for each of the stipulations. By 7/22/10 you were to have security on property 24 hours a day 7 days a week. To our knowledge no change has been made to the current 4 hours a security officer spends on property each night. By 7/22/10 you were to have implemented a strict visitors policy and be enforcing it on the property. An acceptable visitors policy has been put into place, however, due to not having sufficient security on property we do not believe that it is being strictly enforced. By 7/15/10 you were to be conducting thorough background checks on all prospective tenants. We believe that the background checks you are doing do not meet the standard we have set. We advised you of this when we met on 7/8/10 and in subsequent meetings, however, you have not made an effort to change services.

The following are the stipulations we set. They have not changed nor have the deadlines.

- Implementation of LVMPD approved visitor policy (See attached policy). The policy will be explained to and signed by all new tenants moving on to the property. A copy of the policy will also be conspicuously posted outside the office and at all points of entry to the property. By 7/22/2010 the policy will be fully implemented by management.

- By 7/15/2010 management must be conducting thorough background checks on all prospective tenants. Management must also have specific parameters in place as to who they will rent to after the background check has been completed.

- By 7/22/2010 there must be security on property 24 hours a day, 7 days a week. Security will be active and will contact every person coming onto the property who is not a resident. Security will maintain an active resident list and adhere to the property's visitor policy. They will formally trespass every person in violation of the property's visitor policy. If a person who has been trespassed from the property returns, security will cite or arrest with no further warnings given. Security will maintain a log of who has been trespassed from the property. By 9/22/2010 all security officers on property will be trained on the Summons in Lieu of Arrest program. Security will contact the LVMPD with any problems that they are unable to handle themselves.

- Any onsite manager needs to be actively enforcing visitors policy during business hours and have the proper experience and be qualified to manage an apartment complex.

400 Stewart Avenue • Las Vegas, Nevada 89101-2984 • (702) 795-3111
www.lvmpd.com • www.protectthecity.com

REQUEST FOR ABATEMENT

YOU ARE HEREBY requested to take any and all steps necessary to abate the above nuisance IMMEDIATELY. You have until 09-22-10 to correct and abate this nuisance. I can assist you with suggestions and alternatives that may help in abating this nuisance. Please contact me upon receipt of this notice so that the appropriate corrective actions can begin. Failure to abate this nuisance will result in the implementation of any and all remedial measures available to the City of Las Vegas under Title 9 of the Las Vegas Municipal Code, including civil fines and criminal prosecution. If you wish to appeal this notice, see Las Vegas Municipal Code 9.04.070, attached hereto.

Officer Daniel Perry P#9031
DTAC COP / Chronic Nuisance
400 E. Stewart
Las Vegas, NV 89101
(702) 439-9213
d9031p@lvmpd.com

cc Councilman Ricki Barlow
City Attorney

9.04.070 Appeal procedures.

Within ten days after service of the notice of violation, the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen days after the appeal has been filed, the appellant shall be given written notice of the procedure and time frame for the hearing of the appeal. The appeal shall be heard by the City Council or by the Council's designee, with a right of final appeal to the Council. The decision of the City Council or the Council's designee, in cases where a designee hears an appeal and no further appeal is taken, shall be final and conclusive. Any owner or responsible party failing to appeal as provided in this Section shall be deemed to have waived any and all objections to the existence of a public nuisance and the abatement of such nuisance.

W. Randall Mainor
(1941-2007)

RECEIVED
CITY CLERK
2010 AUG 20 A 10:34

MAINOR EGLET
TRIAL ATTORNEYS

Robert T. Eglet
Tracy A. Eglet †
Robert M. Adams
Bradley S. Mainor
Bradley J. Myers ♦
Lesley B. Miller
Marni K. Rubin
Joseph J. Wirth
Brice J. Crafton

† Also admitted in Ohio
♦ Also admitted in Arizona

August 19, 2010

VIA HAND DELIVER

Las Vegas City Council
City Clerk's Office
400 Stewart Avenue
Las Vegas, Nevada 89101-2984

Re: SP Freemont's Appeal of August 10, 2010 Notice and Declaration of Chronic Nuisance Re: 1300 East Fremont Street; Freemont Plaza Apartments.

Dear City Clerk:

This letter will serve as SP Freemont, LLC's appeal of the August 10, 2010 Notice and Declaration of Chronic Nuisance received from the Las Vegas Metropolitan Police Department (hereinafter "Metro"). A copy of the August 10, 2010 Notice is attached hereto as Exhibit 1. SP Freemont, LLC (hereinafter "SP Freemont") appeals this notice on the grounds that: (1) SP Freemont became record owner of the subject property on July 12, 2010, and therefore most of the "chronic" activities and incidents cited in the Notice pre-date SP Freemont's ownership of the property; and (2) SP Freemont has already implemented the stipulations set forth in the Notice in order to adequately address the issues raised in the Notice. This appeal is brought pursuant to Las Vegas Municipal Code Section 9.04.070, and additional facts and argument in support of this appeal are set forth below. SP Freemont also hereby respectfully requests a hearing on this matter before the City Council or the Council's designee.

I. SUPPORTING FACTS AND ARGUMENT

(1) SP Freemont Should Not Be Held Liable for the Alleged Chronic Nuisance Because Incidents Referenced in the August 10, 2010 Notice Occurred Before SP Freemont Became Record Owner of the Property on July 12, 2010.

The property that is the subject of the Notice and Violation was previously owned by Mr. Sheng Du, an individual. On September 25, 2009, a receiver was appointed by the District Court to maintain the property pending completion of Mr. Du's bankruptcy proceedings. A copy of the Court's Order Appointing Receiver is attached hereto as Exhibit 2. A review of the Notice establishes that the activities supporting the violation began on July 1, 2010, prior to SP Freemont's acquisition of the property through foreclosure proceedings. See copy of the Deed of Trust vesting title in SP Freemont as of July 12, 2010 attached hereto as Exhibit 3. When SP

Freemont acquired the property in mid-July, the District Court had not yet discharged the receivership which resulted in confusion regarding SP Freemont's authority to direct the Court-Appointed manager regarding issues with the property, including some of the issues raised in the Notice. Accordingly, counsel for SP Freemont joined in a Motion to Discharge the receiver on August 4, 2010, and that motion was granted by the District Court on August 18, 2010 (as of the date of this letter, the final written order has not yet been entered). With the legal constraints of the Du bankruptcy, the foreclosure proceedings and the lingering receivership largely resolved, SP Freemont is now in the position to take full control over the property. SP Freemont is committed to addressing all of the issues raised in the Notice, and intends to work with Metro and the City to remediate any outstanding issues with this property. SP Freemont should not, however, be held liable for alleged "chronic nuisances" on the property which clearly began prior to its ownership of the property. SP Freemont deserves a fair opportunity to address any asserted problems and to otherwise bring the property in compliance with any and all reasonable standards set forth by Metro and the City. Nonetheless, as discussed below, SP Freemont has already implemented the specific actions suggested by Metro to comply with the abatement requirements and stipulations set forth in the August 10, 2010 Notice.

(2) SP Freemont Has Reasonably Complied/Continues to Reasonably Comply With the Stipulations Set Forth in the August 10, 2010 Notice.

In the August 10, 2010 letter, Metro sets forth certain "stipulations" to be satisfied by SP Freemont regarding four (4) specific areas which it asserts must be addressed to adequately abate the alleged chronic nuisance. As of the date of this letter, SP Freemont believes it has taken reasonable efforts to implement all of the changes required by Metro to bring the property, the property management and property security in compliance with each of the stipulations. SP Freemont has also taken steps above and beyond the Notice to improve the operation and safety of the property. SP Freemont's specific efforts to comply with the stipulations in each of the four (4) areas are as follows:

(a) Visitor Policy: management has implemented the LVMPD approved visitor policy. This policy is explained to all tenants, and all tenants (both new move-ins and current long-term tenants) have executed a copy of the property Rules and Regulations. A copy of the Rules and Regulations are attached hereto as Exhibit 4. As required by the August 10, 2010 Notice, a copy of the visitor policy has been posted conspicuously outside the office. See Exhibit 5 attached hereto. Additionally, management has begun to keep a running "visitor" log which is updated and maintained on the property.

(b) Tenant Background Checks: As of June 14, 2010, Management has been conducting background checks on prospective tenants via www.publicdata.com, a research service used by

similar apartments in Las Vegas and approved by Metro during recent meetings involving the property. Background checks are performed on each prospective and current tenant pursuant to the specific parameters set forth in the policy attached hereto as Exhibit 6.

(c) Property Security: As of August 16, 2010, the property has employed full time security between the key evening hours of 6 p.m. through 4 a.m. and such security has been trained and instructed to follow all of the policies and procedures set forth in the August 10, 2010 Notice. All security personnel on-site have been trained in the Summons in Lieu of Arrest program, or will be so trained by September 22, 2010 as required in the Notice. A copy of the security "Post Instructions" are also attached hereto as Exhibit 7. Although 24/7 manned security would impose an unreasonable and excessive financial burden on the property owner, management improved security by installing convex mirrors near the elevators on all three floors at locations as suggested by Metro. See Exhibit 8. Additional iron fencing and locking gates were also installed on the property at locations designed to enhance security on August 9, 2010. All keys issued for the gates have been made on "do not duplicate" key blanks to assist with key control for these gates.

(d) On-site Management: on-site management has been actively enforcing the visitor policy during business hours, and, as noted above in item (a), the on-site manager is maintaining a detailed visitor log. The on-site manager, Shayne Torres, has sufficient experience managing apartments, and is currently scheduled to participate in the next available Crime Free Mulit-Housing ("CFMH") program to be conducted by Metro on September 15, 2010. See Resume of Shayne Torres and e-mail confirmation of CFMH registration attached hereto as Exhibit 9. Additionally, the relief manager on the property has already completed the CFMH program in both Las Vegas and Henderson. See Las Vegas Certificate attached hereto as Exhibit 10. Management also keeps and maintains an active and updated eviction list for the property to record data on persons to whom re-rental should not be made.

Since acquiring the property a month ago, SP Freemont has met at length with property management, and has taken specific action to address the issues underlying the August 10, 2010 Notice. Indeed, a review of the "Calls for Service Trends" summary compiled by the property manager reflects that crime on the property has been significantly reduced since the beginning of the year. At the very least, this summary is evidence that the property is headed in a positive direction. See Summary attached hereto as Exhibit 11. Although there is clearly room for additional improvement, SP Freemont believes it has adequately implemented the plans and procedures proposed by Metro in the Notice. At the very least, SP Freemont should be allowed additional time to address these issues before itself being deemed liable for any chronic nuisance violations.

II. CONCLUSION

For the reasons stated above, SP Freemont should not be found guilty of permitting a chronic nuisance to exist on the subject property because this nuisance originated prior to SP Freemont's ownership of the property. Regardless, SP Freemont should be deemed in compliance with all of the requirements and stipulations set forth in the August 10, 2010 Notice. In the alternative, and at the very least, SP Freemont should be granted additional time by the City Council to address any outstanding issues raised in the August 10, 2010 Notice which the City Council believes have not been adequately met by SP Freemont as of the date of this letter and/or any public hearing thereon.

Thank you for your time and attention to this matter.

Very truly yours,

MAINOR EGLET, LLP

Artemus W. Ham

cc: Dan Still, Deputy City Attorney

EXHIBIT 1

NOTICE AND DECLARATION OF CHRONIC NUISANCE

August 10th, 2010

S P Fremont LLC
Silver Point Capital LP
320 Decker Ct. #109
Irving, TX 75062-8162

PLEASE TAKE NOTICE, From July 1st, 2010 to July 31st, 2010 there were 42 calls for service / problems on the property of 1300 E. Fremont, Fremont Plaza Apartments. As a result of these calls 7 arrests were made, 1 citation was issued and 4 crime reports were taken.

This conduct constitutes a Chronic Nuisance as defined by Las Vegas Municipal Code 9.04.010. Pursuant to Las Vegas Municipal Code 9.040.020, every person **who causes or maintains a public nuisance or chronic nuisance, or who wilfully omits or refuses to perform any legal duty relating to the abatement of such a nuisance.**

(1) Shall be guilty of a misdemeanor; or

(2) Shall be liable civilly to the City and, upon such finding based upon substantial evidence, shall be responsible to pay civil penalties of not more than five hundred dollars per day for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation.

(B) Each day that a violation of this Section continues, whether pursued criminally or civilly, constitutes a separate violation for purposes of criminal prosecution or civil proceedings.

400 Stewart Avenue • Las Vegas, Nevada 89101-2984 • (702) 795-3111
www.lvmpd.com • www.protectthecity.com

In prior letters we have outlined specific stipulations we requested you meet to abate the problems you are having on your property. Deadlines were given for each of the stipulations. By 7/22/10 you were to have security on property 24 hours a day 7 days a week. To our knowledge no change has been made to the current 4 hours a security officer spends on property each night. By 7/22/10 you were to have implemented a strict visitors policy and be enforcing it on the property. An acceptable visitors policy has been put into place, however, due to not having sufficient security on property we do not believe that it is being strictly enforced. By 7/15/10 you were to be conducting thorough background checks on all prospective tenants. We believe that the background checks you are doing do not meet the standard we have set. We advised you of this when we met on 7/8/10 and in subsequent meetings, however, you have not made an effort to change services.

The following are the stipulations we set. They have not changed nor have the deadlines.

- Implementation of LVMPD approved visitor policy (See attached policy). The policy will be explained to and signed by all new tenants moving on to the property. A copy of the policy will also be conspicuously posted outside the office and at all points of entry to the property. By 7/22/2010 the policy will be fully implemented by management.

- By 7/15/2010 management must be conducting thorough background checks on all prospective tenants. Management must also have specific parameters in place as to who they will rent to after the background check has been completed.

- By 7/22/2010 there must be security on property 24 hours a day, 7 days a week. Security will be active and will contact every person coming onto the property who is not a resident. Security will maintain an active resident list and adhere to the property's visitor policy. They will formally trespass every person in violation of the property's visitor policy. If a person who has been trespassed from the property returns, security will cite or arrest with no further warnings given. Security will maintain a log of who has been trespassed from the property. By 9/22/2010 all security officers on property will be trained on the Summons in Lieu of Arrest program. Security will contact the LVMPD with any problems that they are unable to handle themselves.

- Any onsite manager needs to be actively enforcing visitors policy during business hours and have the proper experience and be qualified to manage an apartment complex.

400 Stewart Avenue • Las Vegas, Nevada 89101-2984 • (702) 795-3111
www.lvmpd.com • www.protectthecity.com

REQUEST FOR ABATEMENT

YOU ARE HEREBY requested to take any and all steps necessary to abate the above nuisance IMMEDIATELY. You have until 09-22-10 to correct and abate this nuisance. I can assist you with suggestions and alternatives that may help in abating this nuisance. Please contact me upon receipt of this notice so that the appropriate corrective actions can begin. Failure to abate this nuisance will result in the implementation of any and all remedial measures available to the City of Las Vegas under Title 9 of the Las Vegas Municipal Code, including civil fines and criminal prosecution. If you wish to appeal this notice, see Las Vegas Municipal Code 9.04.070, attached hereto.

Officer Daniel Perry P#9031
DTAC COP / Chronic Nuisance
400 E. Stewart
Las Vegas, NV 89101
(702) 439-9213
d9031p@lvmpd.com

cc Councilman Ricki Barlow
City Attorney

9.04.070 Appeal procedures.

Within ten days after service of the notice of violation, the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen days after the appeal has been filed, the appellant shall be given written notice of the procedure and time frame for the hearing of the appeal. The appeal shall be heard by the City Council or by the Council's designee, with a right of final appeal to the Council. The decision of the City Council or the Council's designee, in cases where a designee hears an appeal and no further appeal is taken, shall be final and conclusive. Any owner or responsible party failing to appeal as provided in this Section shall be deemed to have waived any and all objections to the existence of a public nuisance and the abatement of such nuisance.

EXHIBIT 2

ORDR
Todd Touton, NV Bar No. 1744
ttouton@lionelsawyer.com
Robert Hernquist, NV Bar No. 10616
rhernquist@lionelsawyer.com
LIONEL SAWYER & COLLINS
1700 Bank of America Plaza
300 South Fourth Street
Las Vegas, Nevada 89101
Telephone: (702) 383-8888
Facsimile: (702) 383-8845

Attorneys for SP Freemont, LLC

FILED
SEP 25 2009
CLERK OF COURT

DISTRICT COURT

CLARK COUNTY, NEVADA

UNION BANK, N.A., a national banking association, Plaintiff, vs. SHENG DU, an individual Defendant.	Case No. 09-A-588693 Dept. No. III ORDER APPOINTING RECEIVER

Plaintiff SP Freemont, LLC's ("SP Freemont") Motion To (1) Substitute Parties And (2) Ratify The Court's June 1, 2009 Minute Order Granting Application For Appointment Of Receiver Or, In The Alternative, Re-Notice Application For Appointment Of Receiver On Order Shortening Time came on for decision in chambers on September 14th, 2009.

Having reviewed the pleadings and papers on file herein, together with the evidence presented in support thereof, the Court finds as follows:

1. On April 27, 2009, Plaintiff's predecessor-in-interest, UBOC, filed its Complaint ("Complaint") against Defendant which, *inter alia*, sought to appoint a receiver to take possession of, and preserve and protect, all real and personal property (whether such personal property is tangible and/or intangible) of Defendant secured by the Loan Documents (as defined herein), consisting of, among other things, an individual Deed of Trust, Security Agreement, Assignment of Rents and Fixture Filing (individually, a "Deed of Trust" and collectively, the "Deeds of

09-16-09 P12:46 IN

TO CLIENT: AMG
BY: Mail 12/7/09

Trust"), each Deed of Trust being duly executed by Defendant in favor of UBOC, and each Deed of Trust securing each real property (and all personal property therein) located at 1300 Fremont Street, Las Vegas Nevada 89101 (the "Fremont Property"), 1500 Fremont Street, Las Vegas Nevada 89101 (the "Sunflower Property") and 1401 Fremont Street, Las Vegas Nevada 89101 (the "Fremont Plaza Property" and, together with the Fremont Property and Sunflower Property, collectively with any and all improvements, the "Properties," and together with any and all personal property (whether such personal property is tangible and/or intangible) located thereupon or therein, collectively, the "Collateral"). The Deeds of Trust evidence and secure certain obligations of Defendant owed to UBOC under three (3) promissory notes (collectively, the "Notes"), all as more specifically described in the Complaint. Defendant also executed in favor of and delivered to UBOC three (3) Assignments of Leases and Rents (collectively, the "Assignments of Leases and Rents") corresponding to the Properties. Defendant also executed UCC-1 Financing Statements (collectively, "UCC-1s") in favor of UBOC for each of the Properties, which were filed with the Secretary of State for the State of California. The Notes, Deeds of Trust, Assignments of Leases and Rents and UCC-1s, together with any and all other documentation executed by Defendant and delivered to UBOC in connection with the Notes, are sometimes collectively referred to herein as the "Loan Documents." The Loan Documents are attached to the Complaint as Exhibits 1-12 and are incorporated herein by reference.

2. On July 28, 2009, UBOC assigned and transferred to SP Freemont, all right, title and interest of UBOC in, to and under the Loan Documents, all as more particularly evidenced by the following documents: (i) Assignment of Deeds of Trust, (ii) Assignment of Assignment of Leases and Rents, and (iii) Assignment of Seller's Interest in Loan and Loan Documents.

3. SP Freemont now stands in the place and stead of UBOC, the original and plaintiff of record herein, and therefore SP Freemont has standing and the right to perform all functions relating to the Properties, including, without limitation, the continuation of the instant litigation, all as more specifically described in the Complaint.

4. As a result of it being an assignee of the Loan Documents, SP Freemont has substantial legal interest in the subject matter of this case and is now the real party in interest.

LIONEL SAWYER & COLLINS
ATTORNEYS AT LAW
1700 BANK OF AMERICA PLAZA
300 SOUTH FOURTH ST.
LAS VEGAS, NEVADA 89101
(702) 383-8888

5. As stated in the Application for Appointment of Receiver, filed by UBOC on April 24, 2009 and the Supplement to Application for Appointment of Receiver, filed by UBOC on May 13, 2009, Defendant has materially defaulted under the terms of the Loan Documents.

6. Pursuant to the Loan Documents, upon a default by Defendant, Plaintiff "shall have the right to have a receiver appointed" and has the right "to collect the Rents . . . in person or by agent, employee or court-appointed receiver."

7. As stated in the Application for Appointment of Receiver, filed by UBOC on April 24, 2009 and the Supplement to Application for Appointment of Receiver, filed by UBOC on May 13, 2009, the appointment of a receiver is appropriate pursuant to the Loan Documents and/or NRS 107A.260 and/or NRS 107.100 and/or NRS 32.010.

8. The Court finds that the following entity is qualified and should be appointed as receiver for the Properties: Advanced Management Group, 2775 S. Rainbow Blvd. #101C, Las Vegas, Nevada 89146.

9. In light of the Stipulation and Order to Substitute Parties, filed on September 10, 2009, Plaintiff's request to substitute Plaintiff as the real party in interest in the place of UBOC pursuant to Nevada Rule of Civil Procedure 25(c) is now moot.

Based on these findings, the Court orders as follows:

APPOINTMENT OF RECEIVER

IT IS HEREBY ORDERED that Advanced Management Group ("AMG" or "Receiver") is appointed receiver of the Collateral and that AMG shall take immediate and exclusive possession and control of the Collateral and hold, manage and control the Collateral, preserving and protecting them from loss, removal, material injury, destruction, substantial waste, and loss of income therefrom, and that AMG is hereby vested with the exclusive right to manage the Properties, by and through agents as it may retain in its discretion from time to time; and

IT IS FURTHER ORDERED that the existing managers and/or operators of the Collateral shall immediately turn over to Receiver any and all books, records and receipts regarding the use, management, operation and occupancy of the Collateral; and

IT IS FURTHER ORDERED that the current managers and/or operators of the Collateral,

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together with their officers, employees and agents, are hereby immediately relieved of possession of, and any further management and administration of the Collateral, and all rents, royalties, profits, issues and income derived therefrom.

IT IS FURTHER ORDERED that, subject to the requirement that any obligation incurred by AMG as authorized by this Order shall be paid from the cash flow derived from the Collateral, proceeds from any sale or lease of all or any portion of the Collateral and/or advances made by SP Freemont, AMG, as Receiver, is authorized to do any and/or all of the following:

a. To cause all or any portion of the Collateral to be repaired and maintained or repair and maintain all or any portion of the Collateral; and

b. To manage, preserve, protect and oversee the Collateral on a day-to-day basis, all as determined by Receiver in its sole discretion, including, without limitation, to pay security, maintenance personnel, and other persons or entities, in accordance with this Order; and

c. To take such steps and do such things as in Receiver's judgment it believes necessary or desirable to preserve and protect the Collateral from waste, vandalism and destruction, including preventing the removal of all or any portion of the Collateral; and

d. To carry public liability and/or hazard insurance, fire and extended coverage insurance, and such other types of insurance coverage as determined by Receiver as may be necessary for the Collateral, where such policies obtained shall be in the name of Receiver for the benefit of Plaintiff as loss payee thereunder; and

e. To take such steps as Receiver believes necessary or desirable to cause all or any portion of the Collateral to comply with applicable local, county, state, and federal laws, ordinances and other requirements; and

f. To demand, collect and receive from tenants or other persons liable therefor, all the rents, royalties, issues, profits, revenue, income or other payments, whether overdue, due or to become due, and to apply the same in the following order of priority: (a) to payment of all necessary charges and expenses of collection; (b) to the payment of all other costs of operation and management of the Properties; and (c) to remit to Plaintiff the excess of income over such expenditures; and

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g. To take such steps as Receiver believes necessary or desirable to cause the Properties to be occupied by tenants;

h. To rent, let and/or lease all or any portion of the Properties on such terms and conditions, including modification of any existing leases and/or tenancies at the Properties, all in Receiver's sole and absolute discretion; and

i. To, at Receiver's option, institute, prosecute, defend, and compromise all legal proceedings and claims involving the Collateral as Receiver deems desirable or necessary, including without limitation the protection or proper care of the Collateral, the institution and prosecution of suits for the collection of rents or other payments of any description now due or hereafter to become due; and the employment of counsel therefor; and

j. To pay the taxes, assessments, sewer charges, rates and other utility fees thereon.

IT IS FURTHER ORDERED that nothing in this Order shall be construed to impair SP Freemont's rights to sell all or any portion of the Collateral during the pendency of this receivership or at a foreclosure sale; and

IT IS FURTHER ORDERED that the Receiver shall have the power to enter into any listing agreement(s) with a licensed real estate broker in an effort to sell all or any portion of the Collateral; and

IT IS FURTHER ORDERED that the Receiver shall have the power to enter into any and all contracts for sale and/or lease for all or any portion of the Collateral; and

IT IS FURTHER ORDERED that on or before the 15th day of each calendar month, Receiver shall prepare and file with the Court monthly reports, including but not limited to operating statements, balance sheets, rent rolls, income statements, month-end operations reports, general ledgers and copies of all invoices paid during said calendar month ("Monthly Report"); and furnish a copy of each Monthly Report to the undersigned counsel for SP Freemont; and

IT IS FURTHER ORDERED that Receiver shall be fully reimbursed for reasonable amounts expended by Receiver in the preservation and maintenance of the Collateral, and that Receiver shall be reasonably compensated for its services as an independent contractor, and not as an employee of the Plaintiff; and

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LAS VEGAS,
NEVADA 89101
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IT IS FURTHER ORDERED that in order to fulfill its duties, Receiver shall have unlimited access to the Properties, including access to all books and records kept by Defendant and Defendant's managers, employees, agents, affiliates and/or operators of the Properties, and Defendant shall immediately allow Receiver free access and the unlimited right to inspect and/or copy any and all parts of Defendant's business records relating to the Collateral, and Defendant shall relinquish to Receiver all keys needed for access to the Properties and to all parts or portions of the Collateral; and

IT IS FURTHER ORDERED that Defendant and Defendant's managers, employees, agents, affiliates and/or operators of the Properties shall immediately deliver to Receiver any and all rents, royalties, issues, profits, revenue or income derived from the Collateral which are currently held by Defendant and Defendant's managers, employees, agents, affiliates and/or operators of the Properties, including bank records for all accounts where such proceeds are on deposit; and

IT IS FURTHER ORDERED that this Order is entered into with the express consent of Defendant and Defendant's counsel, and the Defendant and his employees, representatives, partners, property managers, operators, agents, contractors, and all other persons acting in concert or participating with Defendant and Defendant's operators and/or managers of the Properties, are hereby ordered not to hinder, delay or interfere in any manner whatsoever with the possession, management, sale and/or leasing of all or any portion of the Collateral by Receiver in connection with the discharge of its duties pursuant to this Order; and

IT IS FURTHER ORDERED that Receiver shall be discharged of its duties, liabilities and responsibilities regarding the Collateral upon the occurrence of any of the following: (i) upon the successful completion of foreclosure sales for all of the Collateral and the successful subsequent closings related thereto; (ii) the sale and/or lease of all of the Collateral and the successful subsequent closings related thereto; or (iii) upon the direction of SP Freemont to Receiver, in writing; and

IT IS FURTHER ORDERED that Receiver, Defendant and Defendant's managers, employees, agents, affiliates and/or operators of the Properties shall use their best efforts to effect

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an expeditious transition from current management of the Properties to Receiver; and

IT IS FURTHER ORDERED that the Receiver may retain its own legal counsel upon the written consent of Plaintiff, such consent not to be unreasonably withheld; and

IT IS FURTHER ORDERED that Receiver shall not be required to give security or post bond for the payment of such costs and damages as may arise from the appointment of AMG as Receiver; and

IT IS FURTHER ORDERED that the Receiver may assign its duties hereunder to a successor receiver upon separate application and proposed order by Plaintiff and without the consent of Defendant.

Dated this 28 day of September, 2009.

DISTRICT COURT JUDGE

Respectfully submitted by:

LIONEL SAWYER & COLLINS

Todd Touton, Nevada Bar No. 1744
Robert Hernquist, Nevada Bar No. 10616

Attorneys for SP Freemont LLC

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& COLLINS
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EXHIBIT 3

(7)-1

Inst #: 201007120002543
Fees: $19.00 N/C Fee: $0.00
RPTT: $6630.00 Ex: #
07/12/2010 01:32:12 PM
Receipt #: 421707
Requestor:
CLARK RECORDING SERVICE
Recorded By: MSH Pgs: 7
DEBBIE CONWAY
CLARK COUNTY RECORDER

APN#: 139-35-310-030

RECORDING REQUESTED BY:
FIRST AMERICAN NATIONAL DEFAULT TITLE
3 FIRST AMERICAN WAY
SANTA ANA, CA 92707

MAIL TAX STATEMENTS TO AND
WHEN RECORDED MAIL TO:

SP FREEMONT, LLC C/O
SILVER POINT CAPITAL, L.P.
320 DECKER COURT, STE 109
IRVING TX 75062

58

4070812- LS

The Undersigned Hereby Affirms That There Is No Social Security Number Contained In This Document.

TRUSTEE'S DEED UPON SALE

TITLE OF DOCUMENT

AP# 139-35-310-030
MAIL TAX STATEMENTS TO:

AND WHEN RECORDED MAIL TO:

SP FREEMONT, LLC
C/O SILVER POINT CAPITAL, L.P.
320 DECKER COURT, SUITE 109
IRVING TX 75062

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The Undersigned Hereby Affirms That There Is No Social Security Number Contained In This Document.

407081-05

TRA: **203**

Trust No. **1206654-01**
Loan No. **XXX9114**

RECORDING REQUESTED BY
FIRST AMERICAN TITLE COMPANY
AS AN ACCOMODATION ONLY

Document Transfer Tax $6,630.00
_X__ Grantee was the foreclosing beneficiary;
consideration $1,300,000.00
unpaid debt $2,380,907.16 non exempt amount
___ Computed on the consideration or value of real property conveyed
___ Computed on the consideration or value less liens or encumbrances remaining at time of sale.

Wendy Perry Signature of Declarant or Agent

TRUSTEE'S DEED UPON SALE – UNIFIED SALE

CAL-WESTERN RECONVEYANCE CORPORATION, a corporation, (herein called Trustee) does hereby grant and convey, but without covenant or warranty, express or implied, to **SP FREEMONT, LLC.** (herein called Grantee) the real property in the City of **LAS VEGAS** County of **CLARK**, State of Nevada, described as follows:

LOTS ONE (1) AND TWO (2) IN BLOCK TEN (10) OF LADD'S ADDITION TO LAS VEGAS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 2, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA. EXCEPTING THEREFROM THE NORTHEASTERLY FIVE (5) FEET AND A SPANDREL AREA IN THE NORTHWEST CORNER AS CONVEYED TO THE CITY OF LAS VEGAS BY DEED RECORDED MAY 25, 1978 AS DOCUMENT NO. 851773.

PERSONAL PROPERTY INCLUDED IN THE SALE, PURSUANT TO NRS SECTION 104.9604 OF THE NEVADA UNIFORM COMMERCIAL CODE COVERED BY THE DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING DATED SEPTEMBER 6, 2007, GIVEN BY THE TRUSTOR TO VENEFICIARY AS SECURED PARTY, ALL RIGHT, TITLE, INTEREST, CLAIM AND ESTATE OF SAID TRUSTOR IN AND TO EACH AND ALL OF THE PERSONAL PROPERTY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

TRUSTEE'S DEED UPON SALE

Trust No: 1206654-01
Loan No: XXX9114

This conveyance is made pursuant to the authority and powers vested in said Trustee, as Trustee, or Successor Trustee, or Substituted Trustee, under that certain Deed of Trust executed by **SHENG DU, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY** as Trustor, recorded **September 28, 2007**, as Document No. **0002952** in Book **20070928** Page **XX**, of official records in the office of the Recorder of **CLARK** County, Nevada and pursuant to the Notice of Default recorded **April 01, 2009**, as Document No. **0004501** in Book **20090401**, Page **XX** of Official Records of said County, Trustee having complied with all applicable statutory requirements of the State of Nevada and performed all duties required by said Deed of Trust.

A Notice of Trustee's Sale was published once a week for three consecutive weeks in a legal newspaper, and at least twenty days before the date fixed therein for sale, a copy of said Notice of Trustee's Sale was posted by the Trustee or its authorized representative of said County in three public places.

At the time and place fixed in the Notice of Trustee's Sale, said Trustee did sell said property above described at public auction on **June 09, 2010** to said Grantee, being the highest bidder therefore, for **$1,300,000.00** cash, lawful money of the United States, in satisfaction pro tanto of the indebtedness then secured by said Deed of Trust.

Dated: **June 10, 2010**

IN WITNESS WHEREOF, **CAL-WESTERN RECONVEYANCE CORPORATION**, as Trustee, has this day, caused its corporate name and seal to be affixed hereto and this instrument to be executed by its authorized officer, thereunto duly authorized.

Dated: June 10, 2010

CAL-WESTERN RECONVEYANCE CORPORATION

Wendy V. Perry, Assistant Vice President

State of California)
County of San Diego)

On June 30, 2010 before me, Nicole M. Genet,
a Notary Public, personally appeared Wendy V. Perry, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal (Seal)

Signature Nicole M Genet

NICOLE M. GENET
Commission # 1783419
Notary Public - California
San Diego County
My Comm. Expires Dec 4, 2011

DESCRIPTION OF PERSONAL PROPERTY

All equipment, machinery, fixtures, goods, inventory, accounts, deposit accounts, money, general intangibles, contract rights, documents, documents of title, instruments and chattel paper, as those terms are defined in the Nevada Uniform Commercial Code as adopted in Nevada, and all other personal property of every kind and description, whether now existing or hereafter acquired, now or at any time hereafter attached to, erected upon, situated in or upon, forming a part of, appurtenant to, used in the construction or operation of or in connection with, or arising from the use or enjoyment of all or any portion of, or from any lease or agreement pertaining to the Property owned by Trustor (but excluding the personal property of any tenants of the Property, unless Trustor has acquired an interest therein) including, without limitation:

All income, rents, royalties, revenue, issues, profits, proceeds and other benefits from any and all of the Property;

All deposits made with or other security given to governmental entities or utility companies by Trustor with respect to the Property and the improvements thereon, and all advance payments of insurance premiums made by Trustor with respect thereto and all claims or demands relating to such deposits, other security and/or such insurance;

All fixtures now or hereafter affixed to the Property, including all buildings, structures and improvements of every kind and description now or hereafter erected or placed thereon and any and all machinery, motors, elevators, boilers, equipment (including, without limitation, all equipment for the generation or distribution of air, water, heat, electricity, light, fuel or refrigeration or for ventilating or air conditioning purposes or for sanitary or drainage purposes or for the removal of dust, refuse or garbage), partitions, appliances, furniture, furnishings, building service equipment, building materials, supplies, ranges, refrigerators, cabinets, laundry equipment, hotel, kitchen and restaurant equipment, computers and software, radios, televisions, awnings, window shades, venetian blinds, drapes and drapery rods and brackets, screens, carpeting and other floor coverings, lobby furnishings, games and recreational and swimming pool equipment, elevators, cleaning and sprinkler systems, fire extinguishing apparatus and equipment, incinerators and other property of every kind and description now or hereafter placed, attached, affixed or installed in such buildings, structures, or improvements (all of such fixtures being referred to hereinafter as the "Improvements");

All damages, royalties and revenue of every kind, nature and description whatsoever that Trustor may be entitled to receive, either before or after any default hereunder, from any person or entity owning or having or hereafter acquiring a right to the oil, gas or mineral rights and reservations of the Property;

All proceeds and claims arising on account of any damages to or taking of the Property or the Improvements thereon or any part thereof, and all causes of action and recoveries for any loss or diminution in the value of the Property or the Improvements;

All licenses (including, but not limited to, any operating licenses or similar licenses), contracts, management contracts or agreements, franchise agreements, permits, authorities or certificates required or used in connection with the ownership of, or the operation of maintenance of the Improvements or any Business;

All present and future accounts, general intangibles, chattel paper, contract rights, deposit accounts, instruments and documents as those terms are defined in the Uniform Commercial Code, now or hereafter relating or arising with respect to the Property and for the use thereof or any improvements thereto, including, without limitation: (i) all rights to the payment of money, including escrow proceeds arising out of the sale or other disposition of all or any portion of the Property; (ii) all plans, specifications and drawings relating to the development of the Property and/or any construction thereon; (iii) all use permits, occupancy permits,

development agreements, construction and building permits and all other permits and approvals required by any governmental or quasi-governmental authority in connection with the development, construction, use, occupancy or operation of the Property; (iv) any and all agreements relating to the development, construction, use, occupancy and for operation of the Property between Trustor and any contractor, subcontractor, project manager or supervisor, architect, engineer, laborer or supplier of materials; (v) all lease or rental agreements; (vi) all names under which the Property is now or hereafter known and all rights to carry on business under any such names or any variant thereof; (vii) all goodwill relating to the Property and for the development, construction, use, occupancy or operation thereof; (viii) all insurance proceeds and condemnation awards arising out of or incidental to the ownership, development, construction, use, occupancy or operation of the Property; (ix) all reserves, deferred payments, deposits, refunds, cost savings, bonds, insurance policies and payments of any kind relating to the Property; (x) all loan commitments issued to debtor in connection with any sale or financing of the Property; and (xi) all supplements, modifications and amendments to the foregoing.

All water rights appurtenant to the Property together with all pumping plants, pipes, flumes and ditches, all rights to the use of water as well as the rights in ditches for irrigation of the Property, all water stock relating to the Property, shares of stock or other evidence of ownership of any part of the Property that is owned by Trustor in common with others, and all documents of membership in any owners' or members' association or similar group having responsibility for managing or operating any part of the Property;

All plans and specifications prepared for entitlement or development of the Property or construction of the Improvements and all studies, data and drawings relating thereto; and also all contracts and agreements of Trustor relating to the aforesaid plans and specifications or to the aforesaid studies, data and drawings, or to the entitlement or development of the Property or construction of the Improvements; and

All sales agreements, deposit receipts, escrow agreements and other ancillary documents and agreements entered into with respect to the sale to any purchasers of any part of the Property or of any buildings or structures on the Property, together with all deposits and other proceeds of the sale thereof.

All landscaping, trees and other plants and crops growing on the Property, all crops harvested and all net sale proceeds from crops harvested, packed and sold, all maintenance buildings and agricultural equipment located on the Property, and any and all other property now or hereafter located on or at the Property and used in connection with any farming operations conducted upon the Property.

To the extent not already included within the foregoing categories, all inventory, accounts receivable, furniture, fixtures, equipment and other personal property of or related to or used in the operation of any Business.

All replacements, repairs and substitutions of, and accessions and additions to, any of the foregoing.

All proceeds of any of the foregoing, including, without limitation, proceeds of any voluntary or involuntary disposition or claim respecting any thereof (pursuant to judgment, condemnation award or otherwise) and all goods, documents, instruments, general intangibles, chattel paper and accounts, wherever located, acquired with cash proceeds of any of the foregoing or proceeds thereof.

EXHIBIT A

STATE OF NEVADA
DECLARATION OF VALUE FORM

TS#1206654-01Title Order#:4070812

1. Assessor Parcel Number(s)
   a)139-35-310-030
   b)
   c)
   d)
2. Type of Property:
   a) ☐ Vacant Land b) ☒ Single Fam. Res.
   c) ☐ Condo/Twnhse d) ☐ 2-4 Plex
   e) ☐ Apt. Bldg f) ☐ Comm'l/Ind'l
   g) ☐ Agricultural h) ☐ Mobile Home
   ☐ Other

FOR RECORDER'S OPTIONAL USE ONLY
Book:_____ Page:_____
Date of Recording:_____
Notes:

3. Total Value/Sales Price of Property $1,300.000.00
   Deed in Lieu of Foreclosure Only (value of property) ( )
   Transfer Tax Value: $1,300,000.00
   Real Property Transfer Tax Due $. 6,630.00
4. **If Exemption Claimed:**
   a. Transfer Tax Exemption per NRS 375.090, Section
   b. Explain Reason for Exemption:
5. Partial Interest: Percentage being transferred: 100%

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature Wendy Perry Capacity As agent for Cal-Western Recon Corp.

Signature_____ Capacity _____

SELLER (GRANTOR) INFORMATION (REQUIRED)		BUYER (GRANTEE) INFORMATION (REQUIRED)
Print Name:	**Cal-Western Reconveyance Corp**	Print Name: SP Freemont, LLC
Address:	**525 East Main Street**	Address: 320 Decker Court, Suite 109
City:	**El Cajon**	City: Irving
State	**CA 92022**	State: TX Zip:75062

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

Print Name: ~~FIRST AMERICAN NATIONAL DEFAULT TITLE~~ Escrow #: 4070812
Address: ~~3 FIRST AMERICAN WAY~~
City: ~~SANTA ANA, CA 92707~~ State:_____ Zip: _____

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

EXHIBIT 4

Fremont Plaza
1300 East Fremont
Las Vegas, NV 89101
Phone: (702) 385-2588

COMMUNITY RULES AND REGULATIONS

Occupancy:
Studio: 2 persons
1 Bedroom: 3 persons
Only registered tenants are authorized to occupy the units (NO SUB-LEASING IS ALLOWED)
A state issued ID card must be on file for every registered tenant 18yrs. or older.
All information obtained by this office will be provided to LVMPD, as part of their crime prevention program.
Background checks and eviction checks are processed as part of the check in procedures.
Any guest staying longer than 24 hours must be placed on the unit registration packet.

Rents:
Rent is due and payable BEFORE noon on the date it is due
After noon there is a $10.00 per day late charge.
There is a $30.00 cleaning fee (non-refundable)
There is a $10.00 Key deposit (refundable) – Your key is not to be given out to anyone. Refund will not occur unless ALL keys issued are returned.
Loss of key will result in a $35 fee.
Fremont Plaza is a pet free community - Pets must be approved by management and there is a $25 per month pet rent and a $75 non-refundable pet fee.
A minimum $150.00 pack –out/storage fee will be charged for all pack-outs.
Renters insurance is highly recommended.

Parking areas:
No automobile repair or detailing is permitted while on property
No excessive car stereo noise is permitted
Your vehicle must be in working order and have current registration.
Any violation of these policies can and will result in the vehicle being towed at the owners expense.
If you believe that your vehicle has been towed you must contact LVMPD and or the towing company.

Common Areas:
No loitering is allowed in any common area this includes stairways, parking lots, sidewalks, walkways, or in front of the units.
Non- registered guest must be escorted by a registered tenant at all times while in any common area. No exceptions. Visiting hours are between 7:00 a.m. to 10:00 p.m. Monday thru Sunday. (See visitor policy for further detail)
Any Non-registered guest not escorted by registered guest may be asked to leave the premises and when necessary, formally trespassed.
Please ensure the common area entry doors are closed at all times and close behind you as you enter the building.
Any violations of these rules can and will result in violations and possibly fines issued to your unit up to and including "no re-rent" status...
No foil is to be placed in windows at anytime.

Units:
Your unit must be kept clean, and in a condition that will not create a health hazard at all times.
No trash or personal items are permitted to be left in any hallways, walk ways, sidewalks, or stair wells. This includes but is not limited to bikes, BBQ's chairs etc.
All trash must be deposited immediately in the provided trash dumpsters/containers located at the rear of the buildings
Do not access your unit by any other method than through the doorway with your key
No permanent fixtures (i.e. nails, screws, shelf s etc.) are to be affixed to the outside of your unit.
No loud noise after 10pm, this includes but is not limited to Radio's, TV's, and or loud talking.
Domestic disturbances will not be tolerated on this property.
Participating in any illegal activities is strictly prohibited. Illegal activities include but are not limited to the use, sale, and or manufacturing of controlled substances, larceny, possession and or sale of stolen goods, assault, prostitution, vandalism, trespassing, and or destruction of private property.
In an effort to keep utility costs down, please keep your windows and doors closed
If you do not have a kitchen, you can not cook in your room. You can have a microwave.

No unwelcome guest in the units. An unwelcome person is an individual that has been trespassed, a person that has not been registered, or any person that is deemed by management to be not welcome on this property.

MANAGEMENT HAS THE RIGHT TO REFUSE SERVICE TO ANYONE FOR ANY REASON.

Office:
Shirts and shoes are required to receive service in the office
As a courtesy, management will take messages and mail delivery for the residents in the office. The resident is responsible for retrieving their mail/messages.

Violations issued by Management:
If you or your guests violate any rules or regulations while on property, you may receive a violation the violation can result in fines that a due before your rent is accepted.
1st violation = Warning
2nd Violation = $25.00 fine
3rd Violation = $50.00 fine
4th Violation = $100.00 or a possible no re-rent status

If your guest violates any rules or regulations while on property they can and will be trespassed from the property. Once an individual has been trespassed from the property, their subsequent return to the property will result in an immediate arrest for trespassing.

This property has a no tolerance policy for any illegal activities, and we **WILL PROSECUTE** any and all offenders of this policy. **ANY** other prosecutable offence is grounds for immediate termination of tenancy. Management reserves the right to terminate your tenancy if you are in participation of any illegal activity.

Visitor's Policy:

No visitors between the hours of 10 p.m. and 7 a.m. –Anyone who is not a tenant and is on the property during these hours, for any reason, will be considered trespassing and is subject to arrest.

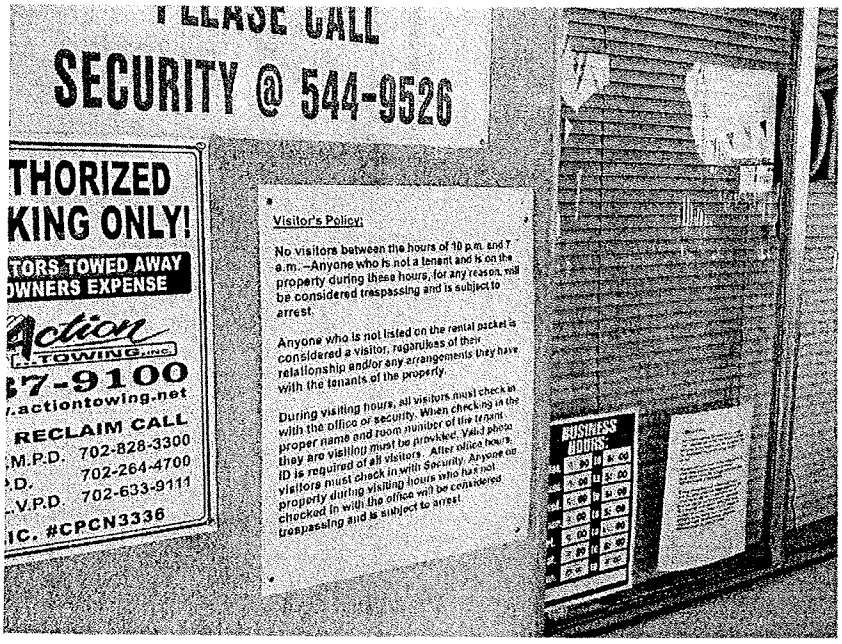
Anyone who is not listed on the rental packet is considered a visitor, regardless of their relationship and/or any arrangements they have with the tenants of the property.

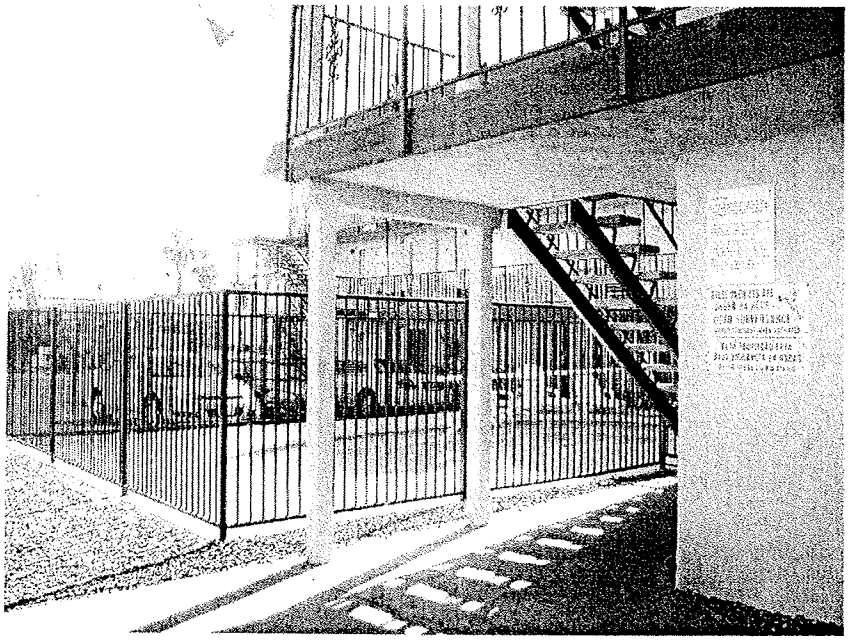
During visiting hours, all visitors must check in with the office or security. When checking in the proper name and room number of the tenant they are visiting must be provided. Valid photo ID is required of all visitors. After office hours, visitors must check in with Security. Anyone on property during visiting hours who has not checked in with the office will be considered trespassing and is subject to arrest.

LVMPD WILL BE NOTIFIED OF ANY AND ALL ILLEGAL ACTIVITIES.
I understand I may be asked to vacate immediately if I fail to comply with the above policies. Additionally, I agree to be responsible for any cost of collection that Fremont Plaza may incur as a result of my account being placed with an outside collection agency. I further agree to be responsible for any Attorney fees and court costs.

_____ _____
Resident Signature Date

EXHIBIT 5





Visitor Policy Posted

EXHIBIT 6

ADVANCED
MANAGEMENT GROUP

Weekly Resident Background Checks

Title Weekly resident Background Checks

Department(s) Property

Reports To Manager

System:

This System is designed to provide background checks for prospective residents or "add-on" residents to current apartments allowing for management to potentially divert undesirable residents.

- When the prospect inquires about an apartment home, they must complete a resident application and provide valid state or federally issued identification.
- The rules and regulations must be signed as these clearly notify prospect of management's intent to work closely with the authorities in enforcing the rules of the community.
- While the paperwork is being completed by the prospect, manager/CSR must make a copy of the identification for the file.
- The local court eviction web site must be checked for prior evictions during the prior year. If there are any nuisance evictions, the applicant is immediately declined. If they are found to have multiple rent related evictions, they are declined.
- Once the eviction inquiry has been completed, the criminal background check is completed through www.publicdata.com.
- If the prospect is found to have drug related charges, prostitution related charges or violent crimes in their background in the past 5 years, tenancy will be declined.
- If the prospect background check reflects no information found through background check, print a copy of this page and attach it to the new residents packet as verification that background check was completed.
- The same steps are followed for an "add on" to an existing residents room.

_____ _____

Signature Date

Job code	
Generic title	
Pay grade	
Management? (Yes/No)	
E/NE status	
Last revised	

EXHIBIT 7

TSI

TOTAL SAFETY INCORPORATED

Post Instructions

6/22/10

SITE NAME	SITE ADDRESS	CROSS STREETS
Fremont Apts	1300 E Fremont, 1400 E. Fremont, 1500 E. Fremont	E. Fremont & 14 Street <13th,14th & 15th>

Directions to Site : 95 to Las Vegas Blvd, Left on Fremont Street
Post Description: <3x Apartment> Fremont Plaza, Fremont Street Apts, Sunflower Apts
Overall Responsibility: To provide a safe environment; 8P to 4A Foot Patrol

Specific Tasks:

Note: There is a security office at the Sunflower with copy machine, bathroom & radio / charger

1. **Contact R-1** when going on duty and when going off duty by radio, make sure that the radio is working and you can be contacted by radio at all times during your shift.
2. **High visibility patrol:** Make contact with tenants when they are out side, "say Hi," let yourself be seen. Get to know whom the tenants are and know who should be and not be on property.
3. **Maintain accurate logs** of all activities, < > Note each time you are at each complex. For problems note what complex and what unit. . The white copy goes to TSI.
4. **Patrol entire property.** Be totally familiar with properties and tenants,
   A. ; High visibility patrol, 2nd building in back across the alley, problems in alley note all issues on log, check for noise, ask tenants to quiet down, note units on log, make sure you put a copy of log in rent drop box each night.
   B. ; High visibility patrol, check for noise, ask tenants to quiet down, note units on log, make sure you put a copy of log in rent drop box each night.
   C. ; Pick up a copy of the rent roll from the Manager every week. High visibility patrol, , check empty units <blinds will be open>, check for noise, ask tenants to quiet down, note units on log, make sure you put a copy of log in rent drop box each night.

   Note any issue with tenants on log so unit managers can deal with them
5. Check laundry room to make sure it's locked <check posted hrs>.
6. **No Loitering,** verify if they live on property and note on log, trespass repeat offenders as necessary and note on log.
7. Log any graffiti and (i.e. lights, sprinklers irrigation problems).
8. Any emergency – medical, fire, police or major problems go through Road Captain.
9. DO NOT keep any keys for tenants.

Know your Chain of Command:
On Duty Patrol Captain 501-2488
Ed Farrow/Director of Operations
Tyler Bayne/Vice President

Emergency Numbers:
Patrol Captain 501-2488 Metro or Fire 911 or 311
TSI Control 967-5730
Adam patrol 767-0731

Job Site Contact Person(s):
Sunflower : Robert <788-2805> Lives on site at #101
Fremont Plaza: Rhonda Percy <385-2588> Lives on site #210 874-8311 cell
Fremont Street Apts: Richard Raulston Lives on site next to office 527-9737 cell
Property Manager Julia Furrule <755-7478> (Call last)

Radio Call Signs: - Fremont and your DSN

Las Vegas Metropolitan Police Department
I.D.F. Codes (Amended 06-2000)
(When clearing from the following events, a disposition is required)

CODE	DESCRIPTION
401	ACCIDENT
401A	HIT AND RUN
401B	ACCIDENT WITH INJURY
401C	ACCIDENT (PRIVATE PROPERTY)
402	FIRE
403	PROWLER
404	UNKNOWN TROUBLE
404A	9-1-1 DISCONNECT
405	SUICIDE
406	BURGLARY
406A	BURGLARY ALARM
406V	AUTO BURGLARY
407	ROBBERY
407A	ROBBERY ALARM
407B	ROBBERY INVOLVING A B-PACK
408	DRUNK
409	DRUNK DRIVER
410	RECKLESS DRIVER
411	STOLEN MOTOR VEHICLE
411A	RECOVERED STOLEN VEHICLE
411B	STOLEN DEPT. BAIT CAR
413	PERSON WITH A GUN
413A	PERSON WITH A KNIFE
413B	PERSON WITH OTHER DEADLY WEAPON
414	GRAND LARCENY
414A	PETIT LARCENY
414C	LARCENY FROM A PERSON
415	ASSAULT/BATTERY
415A	ASSAULT/BATTERY WITH A GUN
415B	ASSAULT/BATTERY WITH OTHER DEADLY WEAPON
415C	ASSAULT/BATTERY NEGATIVE INJURY DRIVE BY SHOOTING
416	FIGHT
416A	JUVENILE DISTURBANCE
416B	OTHER DISTURBANCE
417	FAMILY DISTURBANCE
418	MISSING PERSON
418A	FOUND PERSON
418B	RUNAWAY
419	DEAD BODY
420	HOMICIDE

CODE	DESCRIPTION
421	SICK OR INJURED PERSON
421A	MENTALLY ILL PERSON
421C	SICK OR INJURED PERSON WITH COMMUNICABLE DISEASE
422	INJURED OFFICER
423	SEE PERSON FOR INFO
424	ABUSE/NEGLECT
425	SUSPICIOUS SITUATION
425A	SUSPICIOUS PERSON
425B	SUSPICIOUS VEHICLE
425H	HAZARDOUS MATERIAL
426	SEXUAL ASSAULT
427	KIDNAP
428	CHILD MOLEST
429	INDECENT EXPOSURE
430	ANIMAL COMPLAINT
431	MISSING/FOUND PROPERTY
432	FRAUD
433	STOLEN PROPERTY
434	ILLEGAL SHOOTING
437	KEEP THE PEACE
438	TRAFFIC PROBLEM
439	ASSIST CITIZEN
440	WANTED SUSPECT
441	MALICIOUS DESTRUCTION OF PROPERTY
442	AIRPLANE EMERGENCY
443	ASSIST AN OFFICER
444	OFFICER NEEDS HELP-EMERGENCY
444A	PANIC ALARM AT METRO FACILITIES
445	EXPLOSIVE DEVICE
446	NARCOTICS
447	CIVIL MATTER

NOTE: "Z" IS USED AFTER ANY OF THE ABOVE TO REPRESENT "ATTEMPT". "G" IS USED FOR GANG INVOLVEMENT, "D" IS USED FOR DOMESTIC VIOLENCE, OR "X" FOR DEPARTMENT EXERCISE.

OFFICER INITIATED CODES

461	NON-CRIMINAL DETAIL
462	DIRECTED PATROL ACTIVITY
463	INVESTIGATION/FOLLOW-UP
465	STAKE OUT
467	VEHICLE STOP
468	PERSON ON FOOT
469	BAR/PERIMETER CHECK

ADMINISTRATIVE CODES

480	MAINTENANCE
481	DETAIL
482	LUNCH
483	COFFEE
484	COURT
485	COMMUNITY CONTACT
486	RANGE
492	TRANSPORT
494	OUT OF VEHICLE
495	MISC. ADMIN. MATTER

PHONETIC ALPHABET

A	ADAM
B	BAKER
C	CHARLIE
D	DAVID
E	EASY
F	FRANK
G	GEORGE
H	HENRY
I	IDA
J	JOHN
K	KING
L	LINCOLN
M	MARY
N	NORA
O	OCEAN
P	PAUL
Q	QUEEN
R	ROBERT
S	SAM
T	TOM
U	UNION
V	VICTOR
W	WILLIAM
X	X-RAY
Y	YELLOW
Z	ZEBRA

A	ARRESTED
B	CITATION ISSUED
C	INCDT./CRIME REPORT (PRIMARY)
D	INCDT./CRIME REPORT (PRIMARY) ARREST MADE
E	INCDT./CRIME REPORT (PRIMARY) CITATION ISSUED
F	UNFOUNDED
G	DISPATCH CANCELLED
H	GONE ON ARRIVAL
I	UNABLE TO LOCATE
J	SETTLED AT SCENE
K	REPORT TAKEN-OTHER THAN INCDT./CRIME REPORT (DO NOT USE IF AN INCDT./CRIME REPORT WAS TAKEN)
L	HANDLED BY OTHER JURISDICTION
M	WARNING AND/OR SUBJECT ADVISE
O	FALSE ALARM
P	REFUSED TO SIGN COMPLAINT
Q	HANDLED BY UNIT OTHER THAN PATROL (INDICATE SPECIFIC UNIT)
R	RADIO BROADCAST ONLY
S	NON-CRIMINAL DETAIL COMPLETE
T	REPORT TAKEN UNDER PREVIOUS EVENT #
Z	INSURANCE REPORT (CAD Event only)

CODES

CODE 3	RESPOND WITH RED LIGHTS AND SIREN
CODE 4	TO BE UTILIZED WHEN THERE IS NO LONGER AN EXISTING EMERGENCY AND WHEN NECESSARY TO CLEAR THE CHANNEL
CODE 5	REQUEST FOR CAMERA IN JAIL TO BE ACTIVATED
CODE RED	EMERGENCY EXISTS - EMERGENCY TRAFFIC ONLY
CODE 30	DOES NOT CONFORM TO PROPER PROCEDURES

EXHIBIT 8

Fremont Plaza

Installation of Convex Mirrors Near Elevators

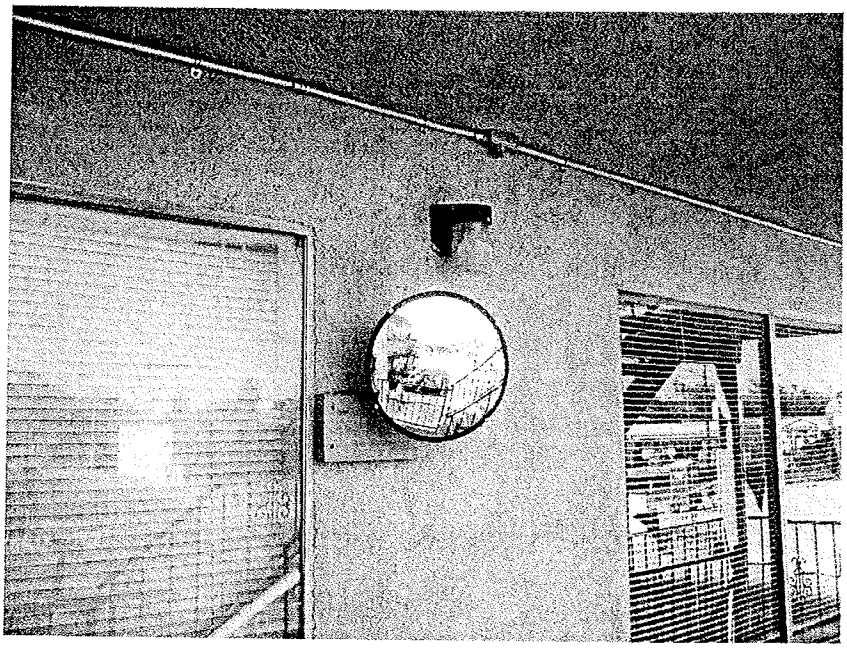


EXHIBIT 9

Shayne N. Torres

1733 Mexican Poppy St. Summerlin, NV 89128 (310)200-5446 storres_propertymgr@yahoo.com

EXPERIENCE

G.C. & Associates — Van Nuys, CA
Property Manager — 10/09-02/10

- On-site manager for a 160-unit condo property in Van Nuys, Los Angeles.
- Duties included advertising of property vacancies, showing units, screening applicants and preparing lease documents. Coordinating tenant move-ins and move-outs.
- Responsible for collection and deposit of monthly rents and annual rent increases. Knowledge of eviction process and posting 3-Day and 30/60-Day notices.
- Develope and maintain a marketing portfolio including a list of advertisements of the property.

Playa Vista Properties — Los Angles, CA
Property Manager — 5/07-03/09

- On-site manager for a 130-unit apartment building in Downtown Los Angeles.
- Duties included advertising of property vacancies, showing units, screening applicants and preparing lease documents. Coordinating tenant move-ins and move-outs.
- Responsible for collection and deposit of monthly rents and annual rent increases. Knowledge of eviction process and posting 3-Day and 30/60-Day notices.
- Over see construction and maintenance projects and issues.

Sky Properties/M. Stein, LLC — Ventura, CA
Property Manager — 10/02-5/07

- On-site manager in Reseda, CA for a 60-unit apartment building.
- Duties included advertising of property vacancies, showing units, screening applicants and preparing lease documents. Coordinating tenant move-ins and move-outs.
- Responsible for collection and deposit of monthly rents and annual rent increases. Knowledge of eviction process and posting 3-Day and 30/60-Day notices.
- Weekly and end of month closing reports, billing, invoices, verification of work orders and accounting into Yardi Voyager.
- Keeping building and grounds clean, maintenance, repairs and responding to tenant's needs. Basic working knowledge of plumbing, electrical, appliance repair, drywall and painting, and carpentry.
- Also worked in the owner's office as a Property Supervisor/Administrative Assistant by managing other smaller residential and commercial buildings.
- Market surveying for rent comparisons in the surrounding area.
- Extensive experience working with multiple vendors and handling various maintenance requests for both residential and commercial buildings.
- Knowledge of Fair Housing Laws, Tenant/Landlord Laws and Section 8 Housing.
- Over see construction and maintenance projects and issues.

Smith Bros. Inc. — Westlake Village, CA
Home Improvement Specialist — 5/04-03/05

- Customer service calls, crown molding installation, window and door installation and replacements, reading of plans, finish carpentry and high end quality finishes.

Marina Development — Oxnard, CA
Home Improvement Specialist — 1/04-7/04

- Customer service calls, crown molding installation, window and door installation and replacements, reading of plans, custom closets, finish carpentry and high end quality finishes.

Westcoast Sash and Door — Ventura, CA
Installer Technician — 1/03-12/03

- Customer service calls, crown molding installation, window and door installation and replacements, reading of plans, finish carpentry and high end quality finishes.

Shayne N. Torres

1839 S. Main St. # 322, Los Angeles, CA 90015 (818)618-0371 storres_propertymgr@yahoo.com

Bel Air Exteriors — Van Nuys, CA
Home Improvement Specialist — 3/00–3/02

- Interior design and remodeling. Work included customer service calls, project management, various home improvement tasks, crown molding, window and door replacements, framing, custom bay windows, siding, minor electrical, painting and staining of fine wood grain doors.

Interim Personnel — Las Vegas, NV
Administrative / General Office Assistant — 1/98-1/00

- Assisted in general office and administrative tasks such as data entry, filing, customer service, heavy copying, deliveries and faxing.

Select Personnel Services — Las Vegas, NV
Personnel coordinator / Technical Support — 7/97-1/98

- Human resources support for various companies by interviewing prospective applicants, job placement, reference checks, and employee performance follow-up calls.
- On-site manager for an accounting office using a computerized time and attendance system (JANTEK) to do payroll for approximately120 personnel.
- Responsible for workers compensation program.

Quality Iron, Inc. — Las Vegas, NV
Executive / Advertising Assistant — 3/97-7/97

- Responsible for accounting, billing and invoicing by Quick Books.
- Photographed company products and worked with a digital camera. In addition, used computer software to make brochures/catalogs and flyers for home shows and customers.
- Received training in wrought iron welding, fabrication and installation.

United States Navy — NAVSTA San Diego, CA
Administrative / Central Files Assistant — 3/93-3/97

- Worked for the Commanding Officer and Executive Officer of Naval Station Head Quarters.
- Customer service, data entry and preparation of Power Point presentations.
- In charge of setting the naval base plan of the day and scheduling daily, weekly, and monthly events and meetings. Set up conference room for weekly scheduled conferences.
- Responsible for mail sort and distribution to various departments.
- Held Security Clearance for retrieving and delivering secret and confidential information to the Commanding Officer.
- Worked with Sea Bees in various on-base commercial and government housing constructions and remodeling.

EDUCATION

Medical Technology Development Center — Ventura, CA — 2005
Physical Therapy Aide, Medical Office and Billing courses taken.

San Diego State University — San Diego, CA — 1994-1996
Business Administration and Computer Training courses taken.

Camarillo High School — Camarillo, CA — 1986-1990
High School Diploma

LANGUAGES

English and Spanish

REFERENCES

Available upon request.

Sky Properties M. Stein, L.L.C.
1062 Poli St.
Ventura, CA 93101

May 9, 2007

To Whom It May Concern:

I am writing this letter of reference on behalf of, Shayne Torres, our former employee. Mr. Torres was employed from October 2002 to May 2007 as an On-Site Apartment Manager with our company. He managed a 60-unit apartment building in Reseda. In addition, he took on additional responsibilities as a Property/Project Manager Assistant in the main office in Ventura from December 2004 to February 2007. Mr. Torres was a dedicated and professional employee. On many occasions, Shayne went above and beyond in his duties and responsibilities by taking extra measures and necessary steps to complete multiple tasks, projects and assignments. He also managed our properties and busy office on a day to day basis. Shayne interacted well with employees. He was reliable and showed good judgment. His efforts, hard work and dedication have been an asset to our company over the past four years.

Shayne has shown the kind of initiative which is necessary to be successful over the long-term in the property management and real estate industry. He has excellent customer service skills, yet remains focused on the overall needs of the client and company. I believe he will be a strong manager and has an excellent future in the property management field. He is a conscientious worker and has an excellent work ethic. We would gladly have continued to work with Shayne if he were open to working in the Ventura area.

I recommend Shayne to you without reservation. If you have any further questions with regard to his background or qualifications, please do not hesitate to call me.

Sincerely,

Mandy Stein
Property Owner

Subject: FW: Shayne Torres

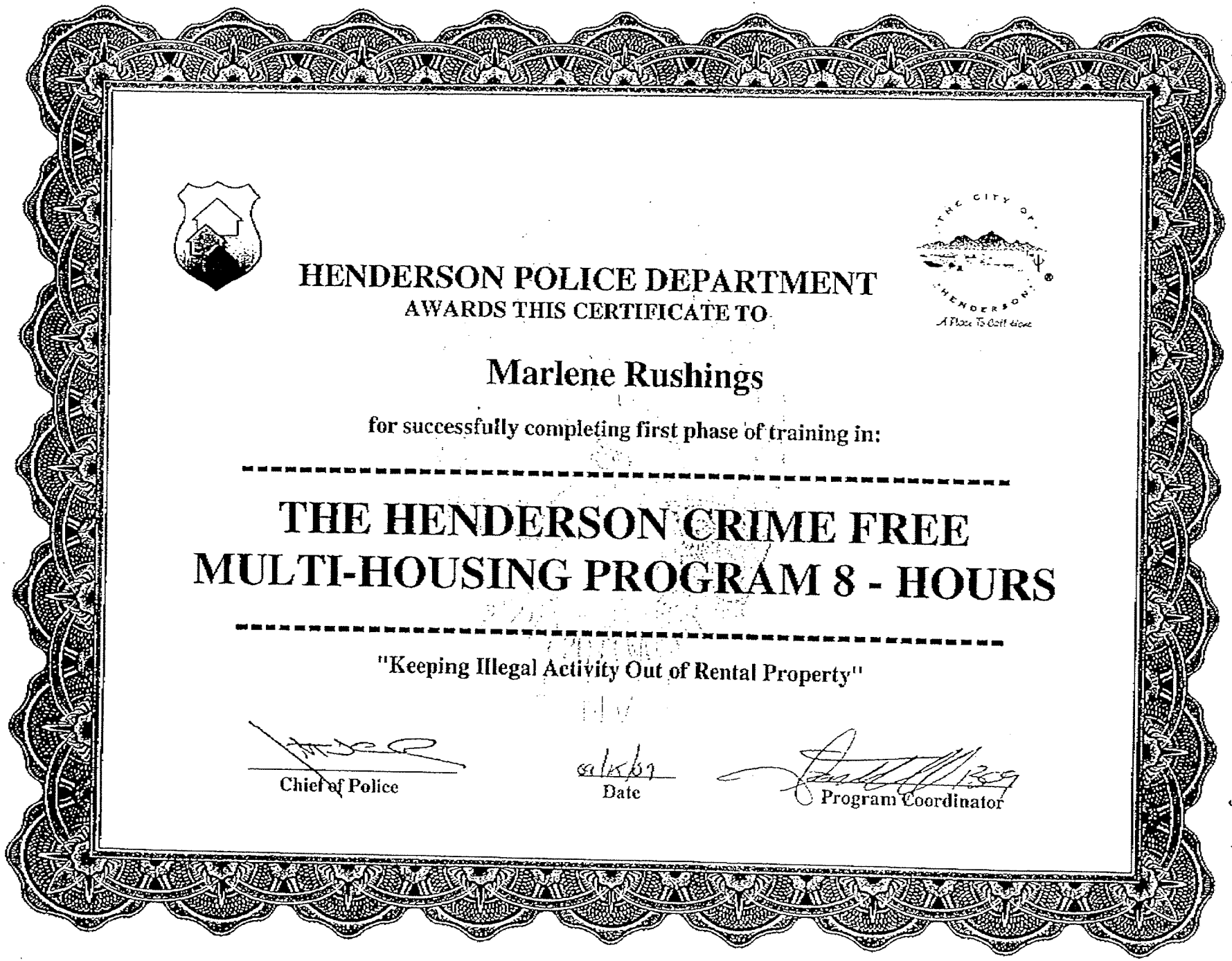
From: Pamela Terry [mailto:P7707T@LVMPD.COM]
Sent: Wednesday, August 11, 2010 2:26 PM
To: Julia Furrule
Subject: Shayne Torres

Julia,

He is registered for the September 15 class. I'll let you know if he doesn't show up!

Pam Terry
Crime Prevention Specialist
South Central Area Command
4860 Las Vegas Blvd., So.
Las Vegas, NV 89119
(702)828-8163
(702)828-1619 (fax)
E-Mail: p7707t@lvmpd.com

EXHIBIT 10



HENDERSON POLICE DEPARTMENT

AWARDS THIS CERTIFICATE TO

Marlene Rushings

for successfully completing first phase of training in:

THE HENDERSON CRIME FREE MULTI-HOUSING PROGRAM 8 - HOURS

"Keeping Illegal Activity Out of Rental Property"

Chief of Police

Date

Program Coordinator

07/26/2010 07:57 DELL1125 0000000000 #017 Page 02/03

EXHIBIT 11

Fremont Plaza
Calls for Service Trends

	January	February	March	April	May	June
Calls for Service	79	56	52	41	36	32
% Reduction in calls for service since Janaury		-29.11%	-34.18%	-48.10%	-54.43%	-59.49%
Arrests	14	8	2	2	8	2
% Reduction in arrests since Janaury		-42.86%	-85.71%	-85.71%	-42.86%	-85.71%
Citations	7	4	2	2	4	3
% Reduciton in citations since January		-42.86%	-71.43%	-71.43%	-42.86%	-57.14%
Crime Reports	1	0	4	2	0	2

Systems in place to help reduce problematic residents:
Internal "No Re-rent" list (see sample attached)
Utilization of Clark County Eviction Records
Participation in IDL program with the police department
Mandatory attendance of managers at Crime Free Multi Housing Class
Use of publicdata.com to screen prospects for criminal background
CPO presence increased to 60% of shared shift
Visitors to check in with office

Waiting on further information from Metro regarding the SILA program (Summons in Leau of Arrest)

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
STAVROS S. ANTHONY

ELIZABETH N. FRETWELL
CITY MANAGER

August 23, 2010

CERTIFIED & REGULAR MAIL

Artemus W. Ham, Esq.
Mainor Eglet
City Centre Place, 6th Floor
400 South Fourth Street
Las Vegas, NV 89101

Re: Appeal of the Notice and Declaration of Chronic Nuisance for property located at 1300 East Fremont Street, Freemont Plaza Apartments

Dear Mr. Ham:

You are hereby notified that a hearing has been scheduled before the Las Vegas City Council at 400 Stewart Avenue, Las Vegas, Nevada on the 15th day of September, 2010, at the hour of 1:00 p.m. This hearing is in response to the Appeal received by the Las Vegas City Clerk on August 20, 2010, requesting the same, concerning the Notice and Declaration of Chronic Nuisance for property located at 1300 East Fremont Street for the Freemont Plaza Apartments.

Your client may be present at the hearing and may be, but need not be, represented by counsel. Any relevant evidence may be presented and a full opportunity will be given to cross-examine all witnesses testifying against your client.

If you have any questions or need further information please do not hesitate to contact Devin Smith, Manager, Neighborhood Response at 229-6615.

Sincerely,

Beverly K. Bridges, MMC
City Clerk

BKB/vs

cc: Stephen Harsin, Director, Neighborhood Services
Devin Smith, Manager, Neighborhood Response
Daniel Still, Deputy City Attorney
Susie Martinez, Ward 3 Council Liaison

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

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LAS VEGAS CITY COUNCIL

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(MAYOR PRO-TEM)
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LOIS TARKANIAN, WARD 1
STEVEN D. ROSS, WARD 6
RICKI Y. BARLOW, WARD 5
STAVROS S. ANTHONY, WARD 4

CITY MANAGER
ELIZABETH N. FRETWELL

NEIGHBORHOOD
SERVICES DEPARTMENT

DIRECTOR
STEPHEN K. HARSIN, AICP

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.2330
FAX 702.598-3938
TTY 702 386.3045
www.lasvegasnevada.gov

September 21, 2010

Certified/Regular Mail
Return Receipt Requested

Artemus W. Ham, Esq.
Mainor Eglet
City Centre Place, 6th Floor
400 South Fourth Street
Las Vegas, NV 89101

RE: Notice of Abeyance – Appeal of the Notice and Declaration of Chronic Nuisance for property located at 1300 Fremont Street, Fremont Plaza Apartments

Dear Property Owner:

At the City Council meeting held on September 15, 2010, Agenda Item #74 was held in abeyance and is now scheduled to be heard on October 6, 2010 at 1:00 p. m. This will be a hearing regarding your request for appeal.

If you have any questions or need further information, please feel free to contact me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Department of Neighborhood Services

DS:ld

City of Las Vegas Agenda Item No.: **73.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: OCTOBER 6, 2010

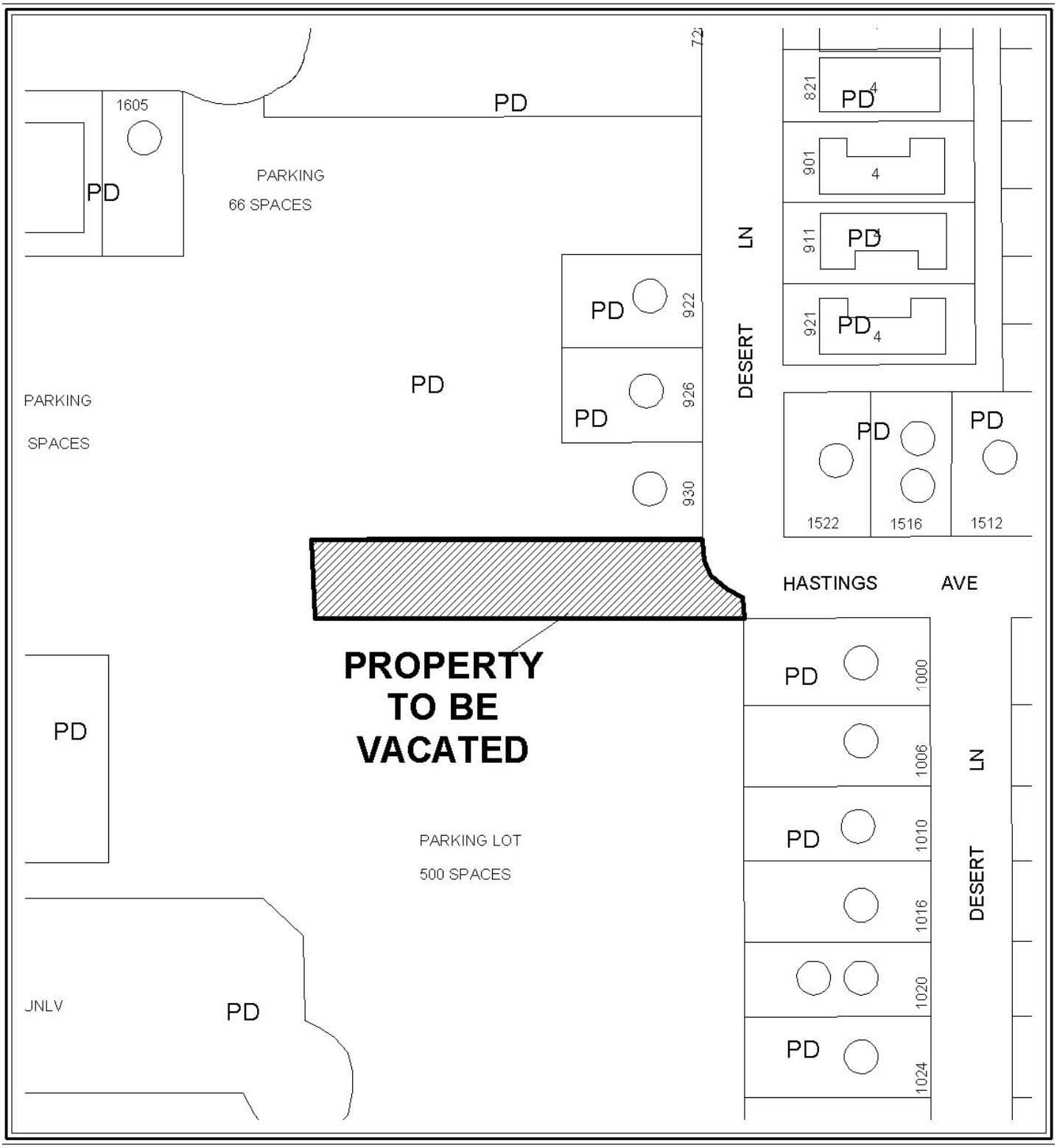
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☒ **Consent** ☐ **Discussion**

SUBJECT:
EOT-39170 - EXTENSION OF TIME - APPLICANT: STATE OF NEVADA PUBLIC WORKS BOARD - OWNER: NSHE ON BEHALF OF UNLV - Request for an Extension of Time of a previously approved Petition to Vacate (VAC-28532) A PORTION OF HASTINGS AVENUE GENERALLY LOCATED WEST OF HASTINGS AVENUE AND DESERT LANE (APN 139-33-406-005), PD (Planned Development) Zone, Ward 5 (Barlow). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report – EOT-39170 and EOT-39171
3. Supporting Documentation
4. Photos – EOT-39170 and EOT-39171
5. City Council Approval Letter for VAC-28532
6. Planning and Development Approval Letter for EOT-35591



CASE: EOT-39170

ZONING OF SUBJECT PROPERTY: PD (PLANNED DEVELOPMENT)

N



0 100 200 Feet

CASE: EOT-39170

ZONING OF SUBJECT PROPERTY: PD (PLANNED DEVELOPMENT)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: OCTOBER 6, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: STATE OF NEVADA PUBLIC WORKS BOARD - OWNER: NSHE ON BEHALF OF UNLV

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-39170 & EOT-39171	Staff recommends APPROVAL, subject to conditions:	None

** CONDITIONS **

EOT-39170 CONDITIONS

Planning and Development

1. The Vacation (VAC-28532) shall expire on August 20, 2012 unless another Extension of Time is approved by City Council.

2. Conformance to the conditions of approval of the Vacation (VAC-28532) all other site related actions as required by the Planning and Development Department and Department of Public Works.

EOT-39171 CONDITIONS

Planning and Development

1. The Site Development Plan Review (SDR-28531) shall expire on August 20, 2012 unless another Extension of Time is approved by City Council.

2. Conformance to the conditions of approval of the Site Development Plan Review (SDR-28531) all other site related actions as required by the Planning and Development Department and Department of Public Works.

DS

Staff Report Page One
October 6, 2010 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

A dental school, research facility and medical offices currently reside on the subject site. The applicant received previous approval for a Vacation (VAC-28532) to vacate a portion west of Hastings Avenue and Desert Lane, and a related Site Development Plan Review (SDR-28531) for a proposed 66,200 square-foot university education and administration building addition at 1001 Shadow Lane. No building permits have been issued for the proposed addition. The applicant is requesting an extension of time for both entitlements due to financial and budgetary constraints. If the request is denied, the Vacation (VAC-28532) and Site Development Plan Review (SDR-28531) will be allowed to expire.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
05/27/97	The City Council approved a request for Rezoning (Z-0020-97) from R-1, R-3, R-4, R-5, R-E, P-R, C-1, C-2, and C-V to PD (Planned Development) for property located between Alta Drive, Charleston Boulevard, Martin L. King Boulevard and Rancho Drive. The Planning Commission and staff recommended approval.
06/19/02	The City Council approved a request for a Major Modification to the Las Vegas Medical District Neighborhood Plan [Z-0020-97(33)] to update and revise the plan document as part of the City's General Plan for the area bounded by Alta Drive to the north, Charleston Boulevard to the south, Martin L. King Boulevard to the east and Rancho Drive to the west. The Planning Commission and staff recommended approval.
08/20/08	The City Council approved a request for a Major Modification of the Medical District Plan (MOD-28530) from MD-1 (Medical Support) to MD-2 (Major Medical) Special Land Use Designation on 17.49 acres at 1001 Shadow Lane. The Planning Commission and staff recommended approval.
	The City Council approved a related request for a Petition to Vacate (VAC-28532) a portion of Hastings Avenue generally located west of Hastings Avenue and Desert Lane.
	The City Council approved a related request for a Site Development Plan Review (SDR-28531) for a proposed 66,200 square-foot University Education and Administration Building addition to an existing University Campus.
10/08/09	The Planning and Development Department administratively approved a request for an Extension of Time (EOT-35591) of a previously approved Vacation (VAC-28532) that vacated a portion of Hastings Avenue generally located west of Hasting Avenue and Desert Lane.

DS

Related Building Permits/Business Licenses	
08/23/05	Business license G99-00025 was issued for a Dental School/Research Facility located at 1001 Shadow Lane. The license is still active.
No building permits have been issued for the proposed addition.	

Pre-Application Meeting
A pre-application meeting was not required, nor was one held.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Details of Application Request	
Site Area	
Gross Acres	17.75

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Dental School/Research Facility	UMC (Las Vegas Medical District)	PD (Planned Development) [MD-2 (Major Medical) Special Land Use Designation]
North	Offices/Bank/Undeveloped Land	UMC (Las Vegas Medical District)	PD (Planned Development) [P-O (Professional Office) and MD-1 (Medical Support) Special Land Use Designation]
South	Restaurant/School/Medical Offices/Church	O (Office)	C-1 (Limited Commercial)
East	Restaurant/Single Family Dwellings/Multi-Family Dwellings	UMC (Las Vegas Medical District)	PD (Planned Development) [SC (Service Commercial) and P-O (Professional Office) Special Land Use Designation]
West	University Medical Center (UMC)	UMC (Las Vegas Medical District)	PD (Planned Development) [MD-2 (Major Medical) Special Land Use Designation]

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area			
Las Vegas Medical District	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (200 feet)	X		Y
Live/Work Overlay District	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the first request for an Extension of Time of a previously approved Petition to Vacate (VAC-28532) a portion of the west side of Hastings Avenue and Desert Lane, and for a related Site Development Plan Review (SDR-28531) for a proposed 66,200 square-foot university education and administration building addition to an existing university campus located at 1001 Shadow Lane. The subject site is currently being used for a dental school, research facility and medical offices. No Plan Check has been submitted for review nor have any building permits been issued for the proposed building addition.

FINDINGS

The applicant is requesting an Extension of Time for both the Vacation (VAC-28532) and Site Development Plan Review (SDR-28531) due to the lack of available funds to begin construction. Staff has no objection to this request and is recommending approval with a two-year time limit. Conformance to the conditions of approval of the Vacation (VAC-28532) and Site Development Plan Review (SDR-28531) shall be required.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

DS

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-39170** APN: 139-33-406-005

Name of Property Owner: Nevada System of Higher Education on Behalf of UNLV

Name of Applicant: State of Nevada Public Works Board

Name of Representative: Mr. Luis Roa

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☒ **Yes** ☐ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: Mayor Oscar Goodman

Partner(s): It is our understanding that the Mayor is part owner in a building in which the UNSOM Practice Plan leases space.

1707 W. Charleston Blvd.

APN: 162-04-112-010

Signature of Property Owner: [signature]

Print Name: Daniel Klaich, Chancellor, Nevada System of Higher Education

Subscribed and sworn before me

This 10th day of August, 2010

[signature]

Notary Public in and for said County and State

CYNTHIA D. HUNT
Notary Public, State of Nevada
Appointment No. 02-79224-1
My Appt. Expires Aug 14, 2014

RECEIVED
AUG 12 2010

CYNTHIA D. HUNT
Notary Public, State of Nevada
Appointment No. 02-79224-1
My Appt. Expires Aug 14, 2014

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: HASTINGS AVENUE VACATION

Project Address (Location) 1001 Shadow Lane, Las Vegas, NV

Project Name Advanced Clinical Training & Research Center **Proposed Use** Education / Admin

Assessor's Parcel #(s) 139-33-406-005 **Ward #** 5

General Plan: existing PD proposed PD **Zoning:** existing MD-2 proposed MD-2

Commercial Square Footage 314,780 S.F. **Floor Area Ratio** 41%

Gross Acres 17.49 **Lots/Units** NA **Density**

Additional Information

PROPERTY OWNER NSHE on behalf of UNLV **Contact** Roland Wisdom

Address 4505 S. Maryland Pkwy, P O Box 451027 **Phone:** 895-4795 **Fax:** 895- 4960

City Las Vegas **State** NV **Zip** 89154

E-mail Address roland.wisdom@unlv.edu

APPLICANT State of Nevada Public Works Board **Contact** Luis Roa

Address 1830 E. Sahara ave. , Suite 204 **Phone:** 486-5115 **Fax:** 486-5094

City Las Vegas, **State** NV **Zip** 89104

E-mail Address lroa@nspwb.state.nv.us

REPRESENTATIVE **Contact**

Address **Phone:** **Fax:**

City **State** **Zip**

E-mail Address

Property Owner Signature* Daniel D Klaich

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Daniel Klaich, Chancellor, Nevada System of Higher Education

Subscribed and sworn before me

This 10th day of August, 2010.

Cynthia D Hunt

Notary Public in and for said County and State

CYNTHIA D. HUNT
Notary Public, State of Nevada
Appointment No. 02-79224-1
My Appt. Expires Aug 14, 2014

Revised 10/27/08

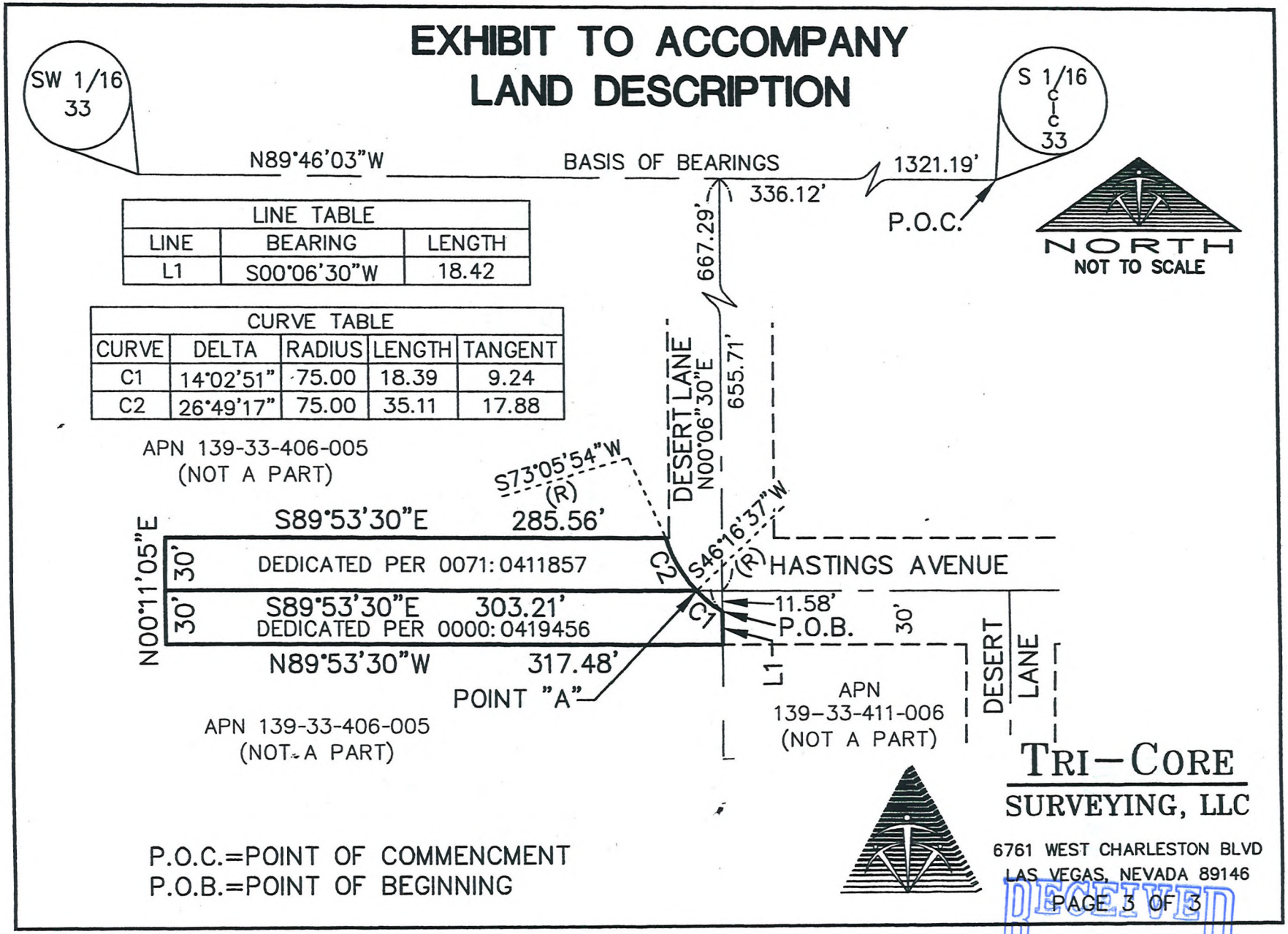
FOR DEPARTMENT USE ONLY

Case #	~~VAC-28582~~ EOT-39170
Meeting Date:	10/06/10
Total Fee:	$300
Date Received:*	8/12/10
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

f:\depot\Application Packet\Application Form.pdf

EXHIBIT TO ACCOMPANY LAND DESCRIPTION



LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°06'30"W	18.42

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	TANGENT
C1	14°02'51"	75.00	18.39	9.24
C2	26°49'17"	75.00	35.11	17.88

P.O.C.=POINT OF COMMENCMENT
P.O.B.=POINT OF BEGINNING

TRI-CORE
SURVEYING, LLC
6761 WEST CHARLESTON BLVD
LAS VEGAS, NEVADA 89146

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AUG 12 2010

EOT-39170

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW

DOUGLAS A. SELBY
CITY MANAGER



CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

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TTY 702.386.9108
www.lasvegasnevada.gov

August 22, 2008

Mr. David Frommer
NSHE on Bahlf of UNLV
4505 South Maryland Parkway
BOX 451027
Las Vegas, Nevada 89154-1027

RE: VAC-28532 - VACATION
CITY COUNCIL MEETING OF AUGUST 20, 2008
RELATED TO MOD-28530 AND SDR-28531

Dear Mr. Frommer:

The City Council at a regular meeting held August 20, 2008 APPROVED the Petition to Vacate a portion of Hastings Avenue generally located west of Hastings Avenue and Desert Lane. The Notice of Final Action was filed with the Las Vegas City Clerk on August 21, 2008. This approval is subject to:

Planning & Development

1. The limits of this Petition of Vacation shall be the entire width of Hastings Avenue west of an approved knuckle at the southwest corner of Desert Lane and Hasting Avenue.

2. Provide a sewer relocation/abandonment plan acceptable to the Collection System Planning section of the Department of Public Works prior to recordation of the Order of the Vacation. If relocation is required, this vacation shall not record until civil improvement plans are approved by the City of Las Vegas and a temporary sewer easement is submitted overlying the vacation limits. This easement shall remain on file until relocated sewer is accepted for use by the City of Las Vegas or may be recorded if sewer relocation is not completed within one year of civil improvement plan approval.

3. Retain a Public Drainage Easement over the entire area to be vacated. Alternatively, a Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the recordation of the Order of Vacation for this application. Appropriate public drainage easements shall be reserved if recommended by the approved Drainage Plan/Study. If easements are retained, this Vacation may record in phases, to allow for future elimination of easements at the discretion of the City Engineer. The drainage study required by SDR-28531 may be used to satisfy this requirement provided that it addresses the area to be vacated.

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AUG 12 2010

EOT-39170

Mr. David Frommer
VAC-28532
August 22, 2008

4. All existing public improvements, if any, adjacent to and in conflict with this vacation application are to be modified, as necessary, at the applicant's expense prior to the recordation of the Order of Vacation. All new improvements shall conform to the University Medical District Standards.

5. The Order of Vacation shall not be recorded until all of the conditions of approval have been met provided, however, that conditions requiring modification of public improvements may be fulfilled for purposes of recordation by providing sufficient security for the performance thereof in accordance with the Subdivision Ordinance of the City of Las Vegas. City Staff is empowered to modify this application if necessary because of technical concerns or because of other related review actions as long as current City right-of-way requirements are still complied with and the intent of the vacation application is not changed. If applicable, a five foot wide easement for public streetlight and fire hydrant purposes shall be retained on all vacation actions abutting public street corridors that will remain dedicated and available for public use. Also, if applicable and where needed, public easement corridors and sight visibility or other easements that would/should cross any right-of-way or easement being vacated must be retained.

6. All development shall be in conformance with code requirements and design standards of all City Departments.

Sincerely,

Angela Crolli
Senior Deputy City Clerk for
Beverly K. Bridges, CMC, City Clerk

cc: Mr. Sunny Kamath
State of Nevada Public Works Board
1830 East Sahara Avenue, Suite #204
Las Vegas, Nevada 89104

RECEIVED
AUG 12 2010
EOT-39170

PLANNING & DEVELOPMENT
DEVELOPMENT SERVICES CENTER
731 S. Fourth Street
Las Vegas, NV 89101

Voice: 702-229-6301
Fax: 702-474-0352
TTY 702-386-9108
www.lasvegasnevada.gov

October 9, 2009

Mr. David Frommer
NV System of Higher Education
4505 South Maryland Pkwy, Box 451027
Las Vegas, Nevada 89154

RE: EOT-35591 - ADMINISTRATIVE EXTENSION OF TIME

Dear Mr. David Frommer:

Your Request for an Extension of Time of a previously approved Vacation (VAC-28532) which vacated a portion of Hastings Avenue generally located west of Hastings Avenue and Desert Lane, Ward 5 (Barlow), was considered administratively by the Planning and Development Department staff.

The Planning and Development Department staff has administratively ***APPROVED*** your request subject to the following:

1. This Extension of Time will expire on August 20, 2010 unless the Vacation is recorded or another Extension of Time is approved by the Planning and Development Department.

2. Conformance to the conditions of approval for Petition of Vacation (VAC-28532) and all other subsequent site related actions as required by the Planning and Development Department and Department of Public Works.

This action by the Planning and Development Department staff is final.

Sincerely,

Steve Gebeke
Planning Supervisor
Case Planning Division

SG:nl

cc: Mr. Thor Sigfusson
State of Nevada Public Works Board
1830 East Sahara Avenue, Suite #204
Las Vegas, Nevada 89104

Mayor
Oscar B. Goodman

City Council
Gary Reese
(Mayor Pro Tem)
Steve Wolfson
Lois Tarkanian
Steven D. Ross
Ricki Y. Barlow
Stavros S. Anthony

City Manager
Elizabeth N. Fretwell

07101-001-06-09

RECEIVED
AUG 12 2010
EOT-39170

PRINCIPALS
STEVEN R. CARPENTER, AIA
W. RICK SELLERS, AIA
MICHAEL A. DEL GATTO, AIA, LEED AP

CARPENTER SELLERS DEL GATTO ARCHITECTS

July 14, 2010

City of Las Vegas Planning and Development
Development Service Center
731 S. Fourth Street
Las Vegas, NV 89101
(702) 229-6301

Attn: Current Planner

RE: Advanced Clinical Training and Research Center
VAC – 28532 Vacation
2nd Time Extension

The above referenced project has experienced a delay, due to state budget and funding issues. Therefore, this project is not going to be built in the time frame originally planned circa 2009 – 2010. UNLV has proceeded with plans to improve the parking area associated with this project. In addition, the vacation of Hastings Avenue is being implemented with the associated conditions of approval. The recording of the Vacation is expected in July or August 2010 however there may be a delay which would extend beyond the Aug, 20, 2010 deadline. Therefore, it is requested that a 1 year time extension be granted.

The proposed project is an education and administration office building to be built on the existing UNLV Shadow Lane Campus, 1001 Shadow Lane located in the City of Las Vegas Medical District The project satisfies requirements for parking, site coverage, open space and setbacks. The Major Modification (MOD – 28530) request to re-zone the parcel(s) from MD-1 to MD-2 and Site Development Plan Review has been approved by City Council with conditions of approval.
This project will provide a new Health Sciences building of approximately 66,200 gross square feet consolidating the UNLV School of Nursing and the University of Nevada School of Medicine on the Shadow Lane Campus of the University of Nevada Las Vegas (UNLV). The new building location will be along the north side of the existing Building B and encroach into the campus green area (quad). The necessity to maintain all existing parking spaces, and possibly add additional spaces, required that the building develop a longer east-west axis partially encroaching on the quad. The quad and surrounding landscape areas have been designed to exceed standards and enhance the use of the exterior open space. In addition, a parking area has been planned to accommodate space for approximately 100 additional vehicles. The parking design will be compliant with all city standards, including landscape, accessibility and illumination.

The building has been determined to be four levels due to functional and site requirements. The ground level will provide lobby/display areas, large lecture spaces for both the School of Nursing (UNLV SON)

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mail@csdarchitecture.com www.csdarchitecture.com

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and the School of Medicine (UNSOM), offices for student services and student lounge for UNLV SON, building support spaces, and vertical circulation. The second level is developed primarily for UNSOM providing staff offices, administrative support, classrooms, seminars rooms, break-out rooms, computer lab, and student lounge. The third floor will be occupied by UNLV SON for staff offices administration, and support spaces. The fourth floor will also house UNLV SON offices, administration, support areas, as well as a research lab with its support spaces and offices.

The floor to floor elevations are 18 feet from the ground floor to the second with 16 feet for the second, third and fourth. Generally the ceiling heights are ten feet with the large lecture areas higher and sloping, it is anticipated that the lab ceiling is exposed to the structure.

The Health Sciences building will be an identifiable component to this campus and as such it must reflect an appearance of permanence not only aesthetically also in terms of product durability. It is anticipated that the life span of the building might be from 50 to 75 years. The purpose of the building is higher education in health care so the building must look competent and have a timeless appearance.

The materials chosen for this project were selected with the following qualities in mind: ease of maintenance and maintainability, life span, cost both initial and life cycle, local availability both product and labor to install, permanence and appropriateness for this use and position in the building form.

The exterior base of the building will be sand blasted poured in place concrete or CMU panels, similar to those employed on the existing campus buildings. Exposed CMU will be a honed, integral color block. The glazing system at the lobby will be a 2-story tall, self supported system with a light tint. Other glazing will be Aluminum storefront (2x4 offset frame) and curtain wall (2x10 offset frame) and the aluminum will be a clear anodized finish. Glass will be 1 inch semi reflective insulated. Exposed glazing will protected by a solar shade metal grid finished to match the glazing frames as depicted on the elevations. This will be particularly evident on the south and east elevations. The primary exterior wall finish will be a metal panel. The metal panels will have a satin type finish with a slightly deeper color to contrast the window solar screen frames. Roofing will be a single ply membrane in a light color.

This represents an overview of the overall design approach for the proposed Advanced Clinical Training and Research Center on the existing UNLV Shadow Lane Campus. Concurrently, we attached the approval letter for the vacation of Hasting Avenue for reference. We appreciate your consideration of this second time extension request.

For any questions or comments, please contact me at:
Carpenter Sellers Del Gatto Architects
1919 S. Jones, Suite C
LV, NV 89146
(702) 251-8896
Email: bruceg@csaarchitects.com

Thank you,



Bruce Gay
Project Manager

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Nevada System of Higher Education

DANIEL J. KLAICH, CHANCELLOR

5550 W. Flamingo Rd., Suite C-1
Las Vegas, Nevada 89103
Tel: (702) 871-0200
E-mail: chancellor@nevada.edu

2601 Enterprise Road
Reno, Nevada 89512
Tel: (775) 784-4901 x3222
Fax: (775) 784-6520

December 8, 2009

Hon. James Gibbons, Governor
State Capitol Building
Carson City, NV 89701

Dear Governor Gibbons:

I am writing in response to a call I received from your office this last Tuesday afternoon requesting the submittal of 1.4% and 3% budget reduction plans for the current fiscal year and next fiscal year.

Of course we have been through this process a number of times recently. As a result, you know that only the Board of Regents can approve any budgets and budget reduction plans, a process that itself takes considerable time. As such it will be impossible to submit any plan to you by the December 15 return date. Nonetheless I would like to make some comments on the request for context.

The NSHE has met every request for budget reductions in as timely and responsive manner as possible. Should it come to that, we will again, following the procedures required of us under our rules of operation. However, we would like to suggest that even the cut requested at this time is ill advised, particularly insofar as it applies to the NSHE. We are half way through our fiscal year thereby effectively doubling the effect of any suggested cut. Contracts are executed for the year, class schedules are published, registration is largely complete and we have accepted students' fees. For these reasons an operating budget reduction at this time is virtually impossible to implement.

According to recent news reports your staff has rejected the concept of a current utilization of the budgeted line of credit as nothing more than postponing a budget hole from now until the end of the biennium. I would urge that this concept not be dismissed, as such a shift of funds forward would allow a reasonable period to plan for budget reductions. The suggested midyear immediate turnaround request effectively precludes any thoughtful planning, and would result in severe disruption for all in NSHE, particularly the students. Of course, moving line of credit funds forward would also allow us to watch revenue for some time, and there is a possibility that the revenue picture may improve, as we all hope it does.

Applied particularly to the NSHE, I know you will keep in mind that no major agency budget took a larger and more disproportionate cut than did the NSHE last session. In fact at least one major state agency budget increased above last biennium's levels, and all others absorbed smaller cuts than did NSHE. We do not make this argument to ask for dollars from any of the already stressed budgets of state agencies, but rather to encourage you to reconsider this recent request. This is not the time nor is there a need for such an action, given the availability of the line of credit mentioned above. Further budget cuts at this time should be a last resort.

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While I am unable to provide you with a plan for budget reductions for the reasons stated above, let me provide some thought about what this will mean, just to students. Last year while the NSHE budget absorbed a 23+% decrease in state general fund dollars and an overall decrease in excess of thirteen percent (even after the stimulus funds were included), the students of the System absorbed two fee increases totaling in excess of 20% for the two years of the biennium. The first increase which was budgeted in the fiscal plan you passed along to the legislature was 10%. The second increase of 5% in year one of the biennium and an additional 5% in the second year of the biennium was made at the time of budget closing to reduce the staggering losses being budgeted to the System. The suggested 1.4% budget reduction would absorb that entire final surcharge for this year, therefore shifting the burden of this reduction directly to the students of the state.

The students in our state colleges and universities are being asked again and again to shoulder the burden of the failing economy. This is not fair to them, and does a serious disservice to the long-term future of our State. All citizens should share the burden of our economic problems.
We have all agreed that there is a desperate need to diversify our economy and to create new jobs. I am not aware of any path to that new Nevada which we all desire and are willing to work for without a robust System of higher education that will train the workforce and spur the inventiveness required to lead us out of this dark economic time.

Notwithstanding double digit budget cuts coupled with double digit fee increases, Nevadans are flocking to our colleges and universities in unanticipated and record numbers. They are doing what you and I want, enhancing their skills to move off the unemployment rolls and back into the workforce. The cuts we have absorbed are already forcing de facto enrollment caps at every system institution as students are being turned away even as our faculty teaches more and larger classes.

You have said over and over that we cannot tax our way out of this depression. It is just as true that we cannot cut our way to excellence in education. Governor, I know you have made a promise to the people of this State concerning taxes. However, the current situation and further requests for budget cuts will lead to the dismantling of critical structures and functions of higher education that do not serve the State. There must be another way.

I would welcome the opportunity to discuss further the impacts of your request, and assist you in planning for other alternatives. This is a time when we must all draw together to consider our current challenges and the future of Nevada. I eagerly await such a call.

Sincerely,

Daniel J. Klaich, Chancellor

c: NSHE Board of Regents
Sen. Steven A. Horsford
Sen. William J. Raggio
Sen. Bernice Matthews
Speaker Barbara E. Buckley
Assemblyman John Oceguera
Assemblyman Marcus Conklin
Assemblywoman Debbie Smith
Assemblywoman Heidi S. Gansert

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EOT-39170

City of Las Vegas Agenda Item No.: **74.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: OCTOBER 6, 2010

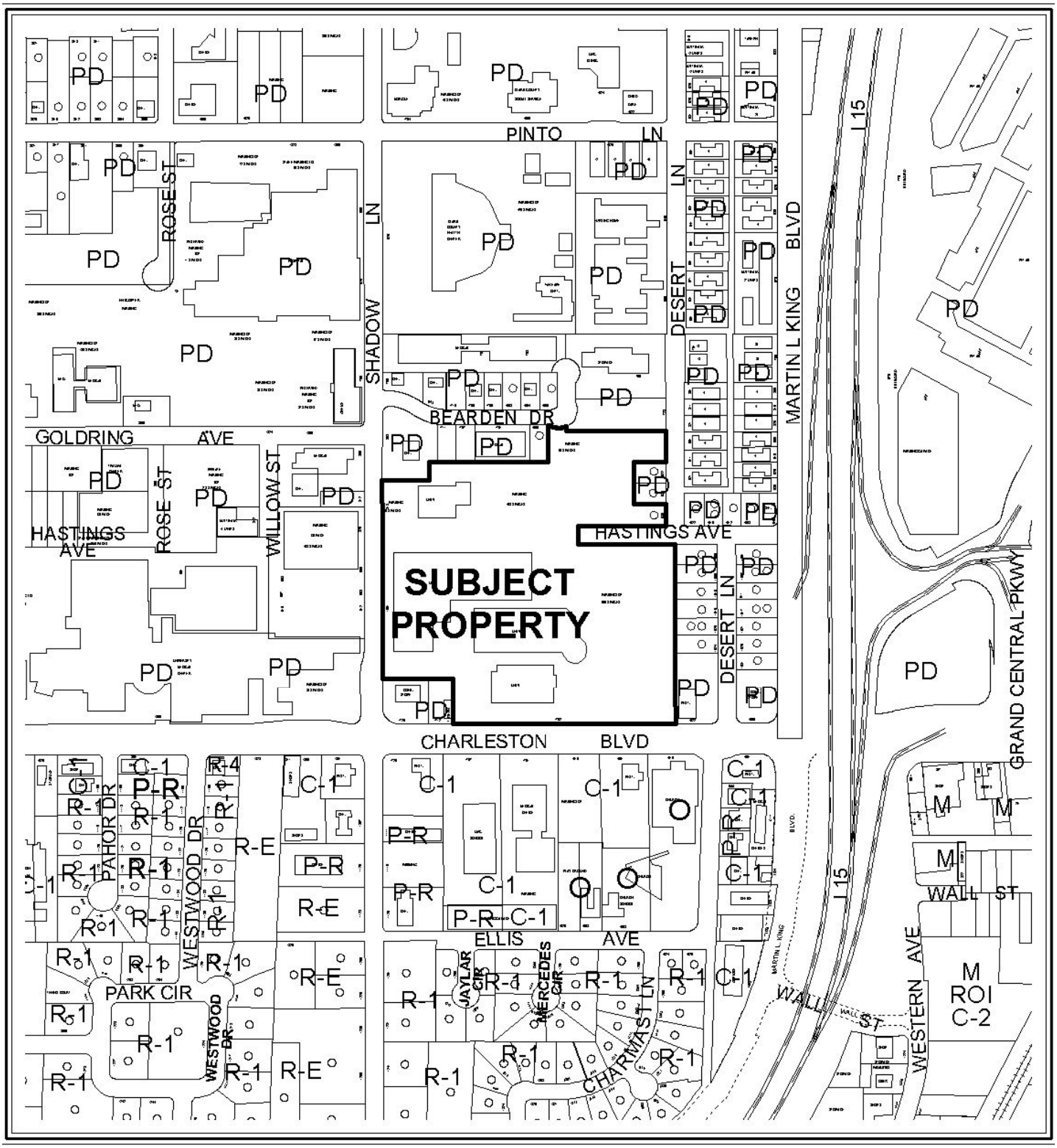
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☒ **Consent** ☐ **Discussion**

SUBJECT:
EOT-39171 - EXTENSION OF TIME - APPLICANT: STATE OF NEVADA PUBLIC WORKS BOARD - OWNER: NSHE ON BEHALF OF UNLV - Request for an Extension of Time of a previously approved Site Development Plan Review (SDR-28531) FOR A PROPOSED 66,200 SQUARE-FOOT UNIVERSITY EDUCATION AND ADMINISTRATION BUILDING ADDITION TO AN EXISTING UNIVERSITY CAMPUS on 17.49 acres at 1001 Shadow Lane (APN 139-33-406-005), PD (Planned Development) Zone, Ward 5 (Barlow). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Consolidated Backup
3. Supporting Documentation
4. City Council Approval Letter for SDR-28531



0 300 600 Feet

CASE: EOT-39171

ZONING OF SUBJECT PROPERTY: PD (PLANNED DEVELOPMENT)

N



0 300 600 Feet

CASE: EOT-39171

ZONING OF SUBJECT PROPERTY: PD (PLANNED DEVELOPMENT)

N

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-39171** APN: 139-33-406-005

Name of Property Owner: Nevada System of Higher Education on Behalf of UNLV

Name of Applicant: State of Nevada Public Works Board

Name of Representative: Mr. Luis Roa

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☒ **Yes** ☐ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: Mayor Oscar Goodman

Partner(s): It is our understanding that the Mayor is part owner in a building in which the UNSOM Practice Plan leases space.

1707 W. Charleston Blvd.

APN: 162-04-112-010

Signature of Property Owner: [signature]

Print Name: Daniel Klaich, Chancellor, Nevada System of Higher Education

Subscribed and sworn before me

This 10th day of August, 2010

[signature]

Notary Public in and for said County and State

CYNTHIA D. HUNT
Notary Public, State of Nevada
Appointment No. 02-79224-1
My Appt. Expires Aug 14, 2014

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PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: SITE DEVELOPMENT PLAN REVIEW

Project Address (Location) 1001 Shadow Lane, Las Vegas, NV

Project Name Advanced Clinical Training & Research Center **Proposed Use** Education / Admin

Assessor's Parcel #(s) 139-33-406-005 **Ward #** 5

General Plan: existing PD proposed PD **Zoning:** existing MD-2 proposed MD-2

Commercial Square Footage 314,780 S.F. **Floor Area Ratio** 41%

Gross Acres 17.49 **Lots/Units** NA **Density**

Additional Information

PROPERTY OWNER NSHE on behalf of UNLV **Contact** Roland Wisdom

Address 4505 S. Maryland Pkwy, P O Box 451027 **Phone:** 895-4795 **Fax:** 895-4960

City Las Vegas **State** NV **Zip**

E-mail Address roland.wisdom@unlv.edu

APPLICANT State of Nevada Public Works Board **Contact** Luis Roa

Address 1830 E. Sahara ave. , Suite 204 **Phone:** 486-5115 **Fax:** 486-5094

City Las Vegas, **State** NV **Zip** 89104

E-mail Address lroa@nspwb.state.nv.us

REPRESENTATIVE **Contact**

Address **Phone:** **Fax:**

City **State** **Zip**

E-mail Address

Property Owner Signature* [signature]

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Daniel Klaich, Chancellor, Nevada System of Higher Education

Subscribed and sworn before me

This 10th day of August, 20 10.

[signature]

Notary Public in and for said County and State

CYNTHIA D. HUNT
Notary Public, State of Nevada
Appointment No. 02-79224-1
My Appt. Expires Aug 14, 2014

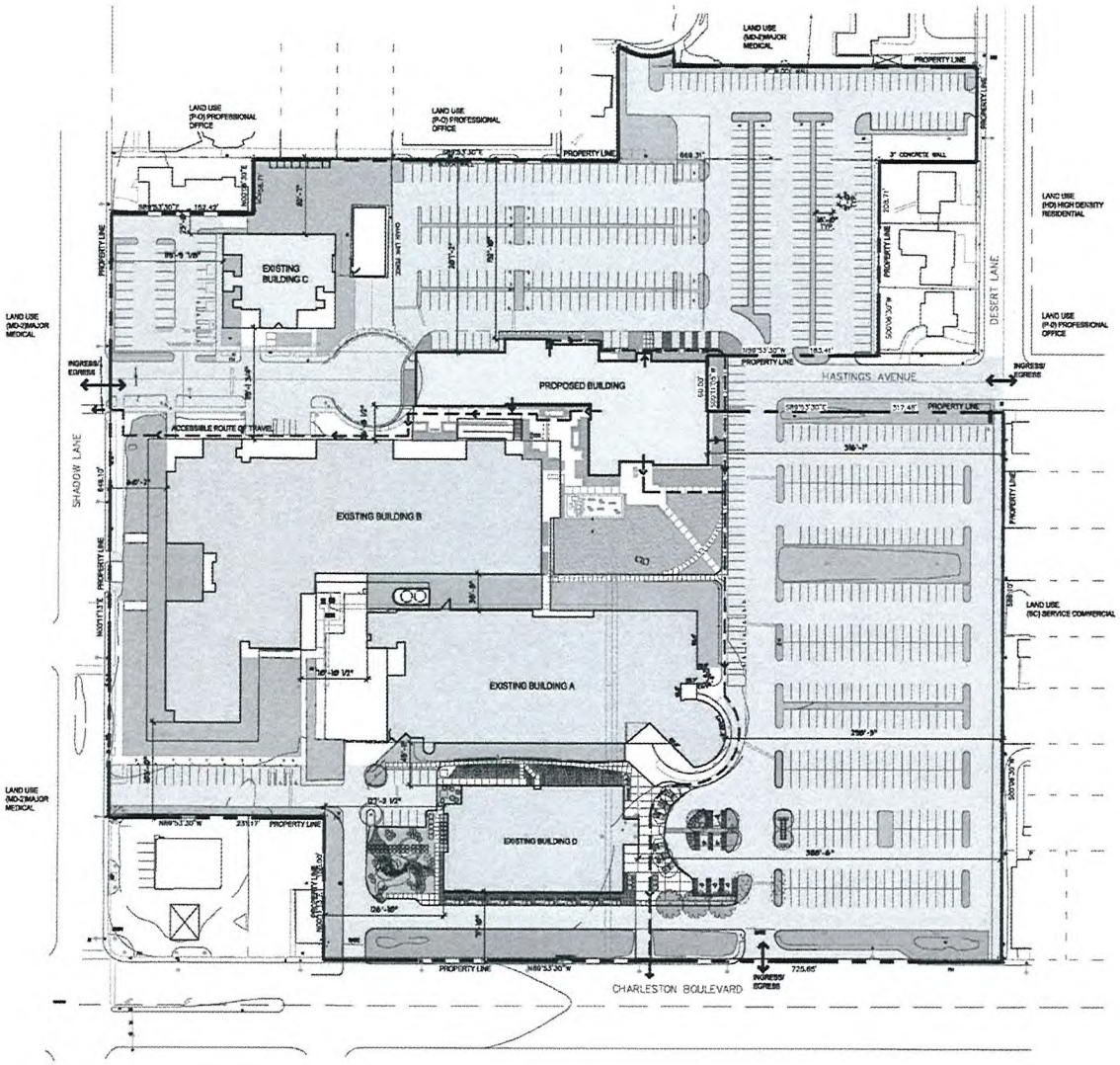
Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	~~SDR-28531~~ EOT - 39171
Meeting Date:	10/06/10
Total Fee:	$300
Date Received:*	8/12/10
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

f:\depot\Application Packet\Application Form.pdf



CALCULATIONS

PROPERTY SIZE

762,222 SQ.FT. = 17.49 ACRES

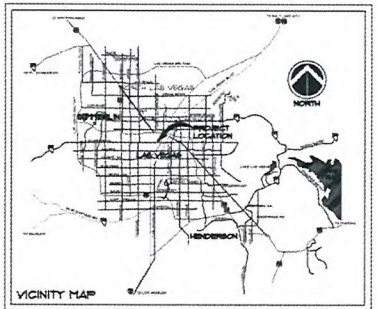
F.A.R

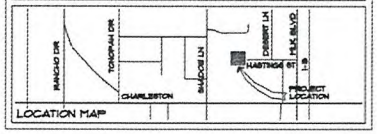
BUILDING A = 96,590 SQ. FT.
BUILDING B = 98,824 SQ. FT.
BUILDING C = 9,452 SQ. FT.
BUILDING D= 43,724 SQ. FT.
ACTC = 66,200 SQ.FT.

TOTAL = 314,750 SQ. FT.

PROPERTY = 762,222 SQ. FT.

F.A.R = 41 %





CALCULATIONS

OPEN SPACE REQUIREMENTS

EXISTING BUILDING A GROSS SQUARE FOOTAGE = 96,590 SQ.FT.
EXISTING BUILDING B GROSS SQUARE FOOTAGE = 98,824 SQ.FT.
EXISTING BUILDING C GROSS SQUARE FOOTAGE = 9,452 SQ.FT.
EXISTING BUILDING D GROSS SQUARE FOOTAGE = 43,724 SQ.FT.
PROPOSED BUILDING GROSS SQUARE FOOTAGE = 66,200 SQ. FT.

EXISTING BUILDING A < 96,590 SQ.FT > 50,000 SQ. FT.
50,000 SQ.FT. / 50 = 1,000 SQ. FT.
46,590 SQ. FT. / 500= 93 SQ. FT.
TOTAL OPEN SPACE REQUIRED= 1093 SQ. FT.

EXISTING BUILDING B = 98,824 SQ.FT > 50,000 SQ. FT.
50,000 SQ.FT. / 50 = 1,000 SQ. FT.
48,824 SQ. FT. / 500= 100 SQ. FT.
TOTAL OPEN SPACE REQUIRED= 1100 SQ. FT.

EXISTING BUILDING C = 9,452 SQ.FT < 50,000 SQ. FT
9,452 SQ.FT. / 50 = 189 SQ. FT.
TOTAL OPEN SPACE REQUIRED= 189 SQ. FT.

EXISTING BUILDING D = 43,724 SQ.FT < 50,000 SQ. FT.
43,724 SQ.FT. / 50 = 875 SQ. FT.
TOTAL OPEN SPACE REQUIRED= 875 SQ. FT.

PROPOSED BUILDING ACTC = 66,200 SQ.FT. > 50,000 SQ. FT.
50,000 SQ.FT. / 50 = 1,000 SQ. FT.
16,200 SQ. FT. / 500= 33
TOTAL OPEN SPACE REQUIRED= 1033 SQ. FT.

CAMPUS TOTAL OPEN SPACE REQUIRED = 4,290 SQ.FT.

OPEN SPACE PROVIDED:

BUILDING A AND B = 8,980 SQ. FT.
BUILDING B (WEST) = 5,418 SQ. FT
BUILDING D = 23,291 SQ. FT.
PROPOSED BUILDING ACTC = 23,368 SQ. FT.

TOTAL CAMPUS OPEN SPACE PROVIDED = 56,318 SQ. FT. > 4,290 SQ.FT.REQUIRED

PARKING SPACE COUNT

EXISTING STUDENT POPULATION FOR THE UNLV SHADOW LANE CAMPUS = 832 STUDENTS

Therefore:

832 students / 4 (1 parking space per every 4 students) = **208 REQUIRED SPACES**

NEW STUDENT POPULATION FOR THE ACTC BUILDING = 594 STUDENTS

Therefore:

594 students / 4 (1 parking space per every 4 students) = **149 REQUIRED SPACES**

TOTAL PARKING SPACES REQUIRED = 208 + 149 = 357 REQUIRED SPACES

EXISTING PARKING PROVIDED = **647 SPACES**

NEW PROPOSED PARKING = **107 SPACES**

TOTAL PARKING COUNT (EXISTING + NEW) =754 SPACES > 357 REQUIRED

 # REGULAR PARKING SPACES = 722

 # HANDICAP PARKING SPACES = 32

HANDICAP PARKING REQUIREMENTS

NUMBER OF REQUIRED SPACES PARKING SPACES = 357

NUMBER OF REQUIRED HANDICAPPED SPACES = 8

NUMBER OF HANDICAPPED SPACES PROVIDED = 32

BICYCLE PARKING REQUIREMENTS

NUMBER OF REQUIRED BICYCLE PARKING = 2

NUMBER OF PROVIDED BICYCLE PARKING = 2

EOT-39170

EOT-39171

CARPENTER SELLERS ARCHITECTS ARCHITECTURE INTERIORS PLANNING

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(702) 251-8896 · FAX (702) 251-8876 · WWW.CSAARCHITECTS.COM

SITE PLAN

UNLV SHADOW LANE CAMPUS - ADVANCED CLINICAL TRAINING & RESEARCH CENTER

PROJECT No. 07-C91a

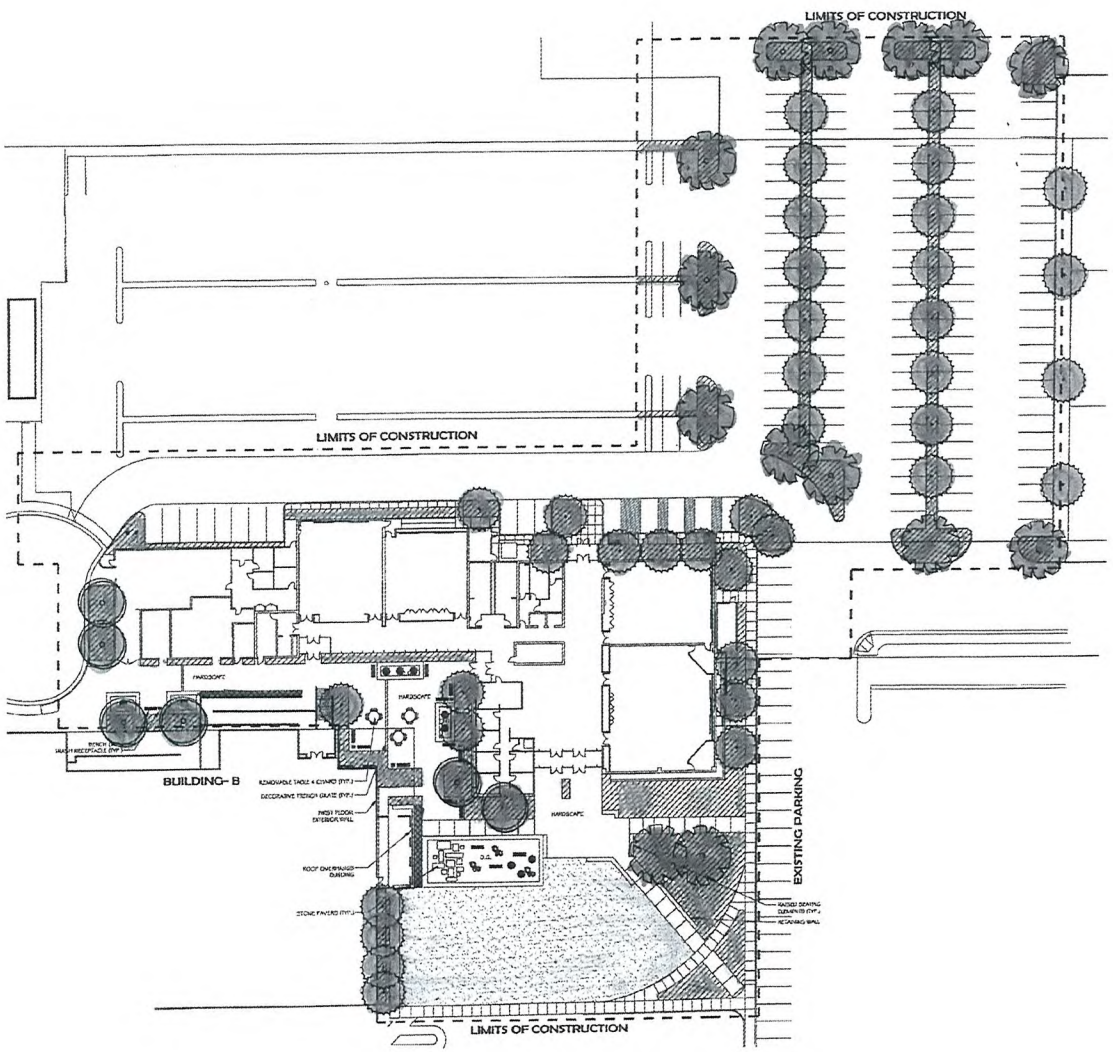
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NORTH

0' 30' 60' 120'
Scale: 1"=60'-0"

06-09-08

SHEET **SD-1**



NOTE: FOR PROPERTY LINES, SEE SITE PLAN SHEET.

TREE LEGEND

SYMBOL	BOTANICAL NAME/COMMON NAME	SIZE	QUANTITY
	PARKINSONIA FLORIDA 'DESERT MUSCLE' - STD THORNLESS HYBRID PALO VERDE	24" BOX	6
	PROSOPIS HYBRID AZT - MUCH THORNLESS MESQUITE	24" BOX	14
	CASUARINA TAMMINENSIS - STD CATALPA	24" BOX	30

SUGGESTED SHRUB LIST

SYMBOL	BOTANICAL NAME/COMMON NAME	SIZE
	AGAVE AMERICANA CENTURY PLANT	15 GALLON
	ERYSIMUM ARIZONICA DANGER PLANT	5 GALLON
	DASYLIRION ACROTRICHE GREEN DESERT SPOON	15 GALLON
	FOUQUIERIA SPLENDENS OCOTILLO	15 GALLON
	PENNISETUM PENICILLUM RED HERMAPHOR	5 GALLON
	HESPEROYUCCA WHIPPLEI 'RED GRANO' RED GRANO YUCCA	5 GALLON
	MUHLENBERGIA EMERSLEYI 'LORD' BULL GRASS	5 GALLON
	TRICHOMA CHAMAEDRYS GERMANDER	5 GALLON
	EXCAVATED FLAG ROCK	
	ACCENT PLANTS	
	INDIVIDUAL SCULPTURAL FEATURE - SEE PICTURE	
	PLANTING AREA	
	LAWN (CAMPUS GREEN)	
D.G.	DECOMPOSED GRANITE	
	LANDSCAPE BOULDERS: NATIVE GRAY BOULDERS, SIZES ACCORDING TO THE FOLLOWING PROPORTIONS: APPROXIMATE INSTALLATION ESTIMATE	

NOTES:

1) DECOMPOSED GRANITE (DG) - INSTALL A 6" LAYER OF DECOMPOSED GRANITE CONTINUOUS IN ALL PLANTED AREAS ALL PATH AND SHRUB - DECOMPOSED GRANITE TO MATCH EXISTING DECOMPOSED GRANITE. USE TOP OF DECOMPOSED GRANITE 1" BELOW ADJACENT WALKS AND CURBS. DO NOT ALLOW DECOMPOSED GRANITE TO COVER TOP FLARE OF ANY PLANT MATERIAL. APPLY A SHARP APPLICATION OF PRE-EMERGENT HERBICIDE TO TOP OF SOIL, BEFORE DECOMPOSING GRANITE AFTER INSTALLATION OF PLANT MATERIAL.

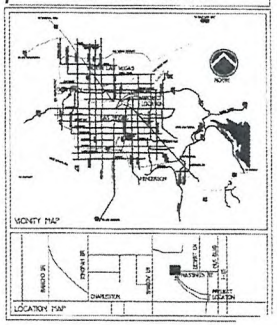
2) DEEP ROOT BARRIERS ARE TO BE INSTALLED WHEN ANY NEW TREE IS PLANTED WITHIN 6'-0" OF ANY HARDSCAPE OR CONCRETE EDGE.

3) MAINTAIN POSITIVE DRAINAGE AWAY FROM ALL BUILDINGS, FOUNDATIONS, AND WALLS. THE ON-SITE SOILS ARE TO BE MAINTAINED FOR A DISTANCE OF 10'-0" AND 5" FREE WHERE POSSIBLE.

4) PRIOR TO BEGINNING WORK, CONTRACTOR TO IMMEDIATELY EXISTING PLANTS AND IRRIGATION. CONTRACTOR TO VERIFY THAT EXISTING TREES TO REMAIN WILL NOT BE DAMAGED BY DEMOLITION OR CONSTRUCTION. CONTRACTOR TO IMMEDIATELY REPAIR ANY AND ALL DISCREPANCIES TO THE ATTENTION OF THE OWNERS REPRESENTATIVE FOR RESOLUTION.

5) ALL PLANTER AREAS THAT HAVE EXPOSED FLACE IN THEM WILL RECEIVE POLISHED RIVER ROCK. COLOR TO BE COORDINATED WITH ARCHITECTURAL ELEMENTS.

VICINITY/LOCATION MAP



CARPENTER SELLERS ARCHITECTS ARCHITECTURE INTERIORS PLANNING
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LANDSCAPE PLAN

UNLV SHADOW LANE CAMPUS - ADVANCED CLINICAL TRAINING & RESEARCH CENTER

PROJECT No. 07-C91a

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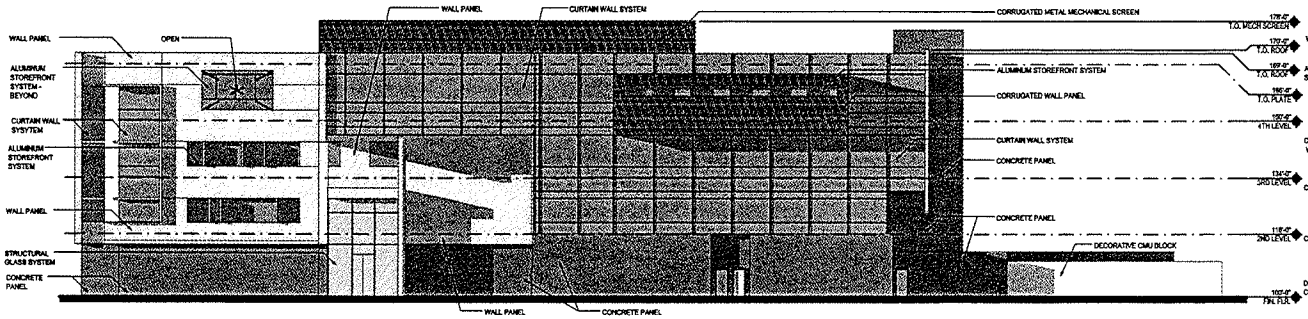
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06-09-08

SHEET SD-2

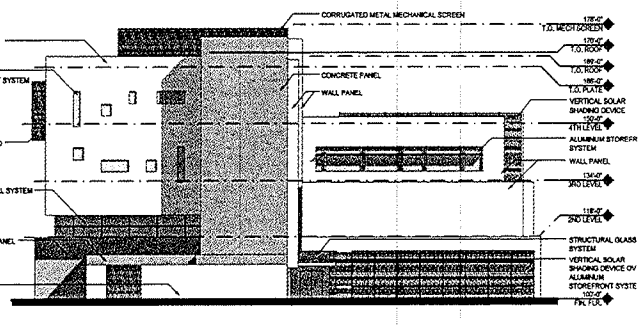
EOT-39170

EOT-39171



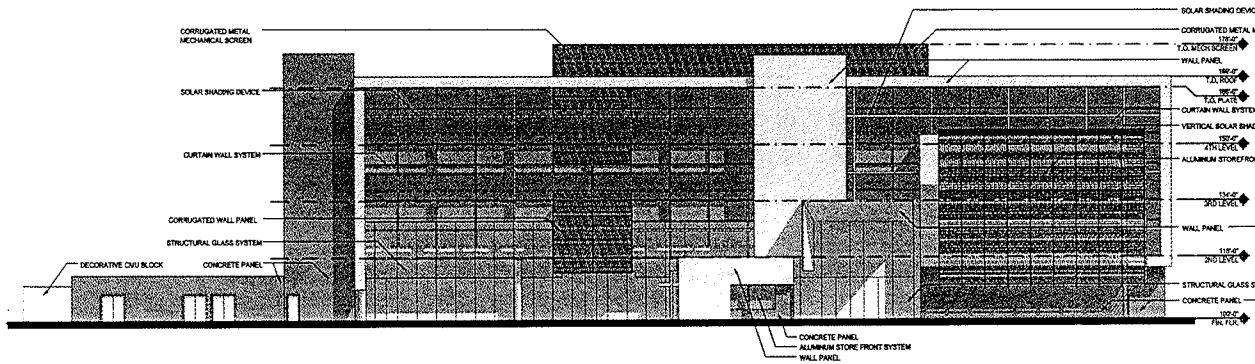
NORTH ELEVATION

SCALE: 1/16" = 1'-0"



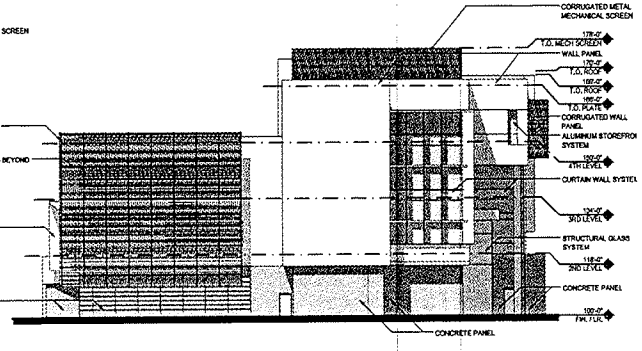
WEST ELEVATION

SCALE: 1/16" = 1'-0"



SOUTH ELEVATION

SCALE: 1/16" = 1'-0"



EAST ELEVATION

SCALE: 1/16" = 1'-0"

CARPENTER SELLERS ARCHITECTS ARCHITECTURE INTERIORS PLANNING

1919 S. JONES - SUITE C - LAS VEGAS, NV 89146 (702) 251-8896 - FAX (702) 251-8876 - WWW.CSAARCHITECTS.COM

BUILDING ELEVATIONS

UNLV SHADOW LANE CAMPUS - ADVANCED CLINICAL TRAINING & RESEARCH CENTER

PROJECT No. 07-C91a

RECEIVED
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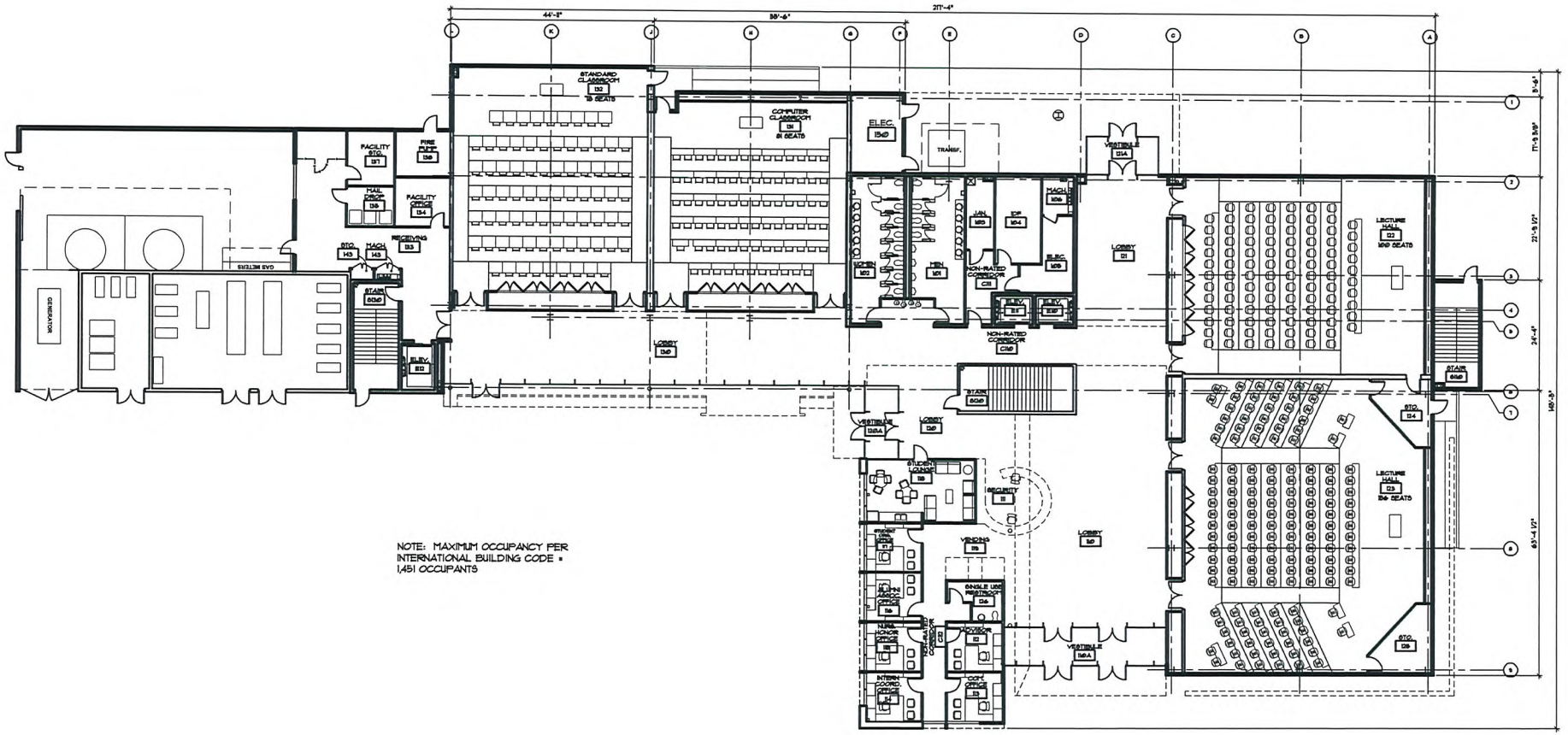
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Scale: 1/16"=1'-0"

06-09-08

SHEET **SD-3**

EOT-39170

EOT-39171



CARPENTER SELLERS ARCHITECTS ARCHITECTURE INTERIORS PLANNING
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FLOOR PLAN - LEVEL ONE

UNLV SHADOW LANE CAMPUS - ADVANCED CLINICAL TRAINING & RESEARCH CENTER

PROJECT No. 07-C91a

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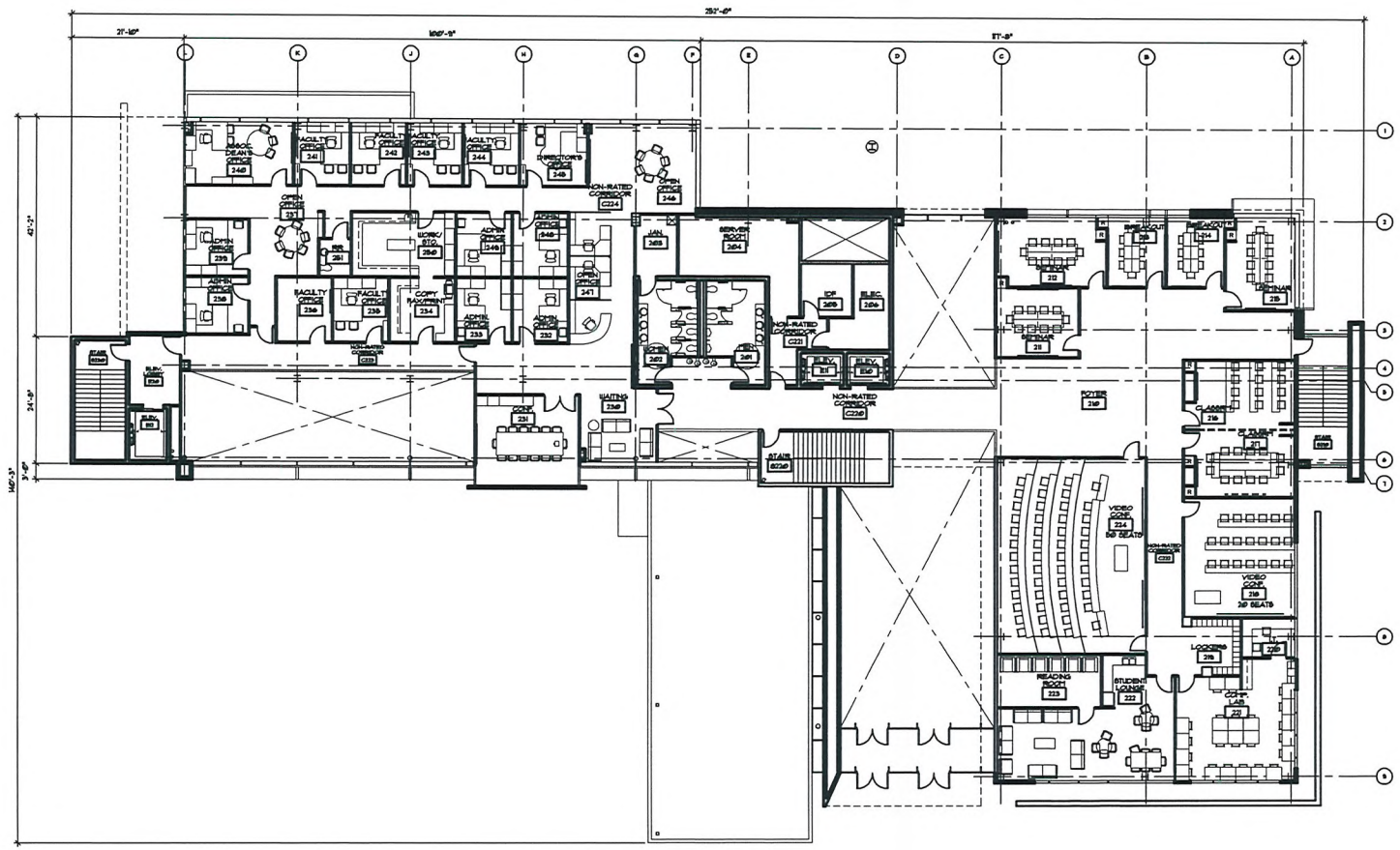
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05-13-08

SHEET SD-3A

EOT-39170

EOT-39171



CARPENTER SELLERS ARCHITECTS ARCHITECTURE INTERIORS PLANNING

1919 S. JONES · SUITE C · LAS VEGAS, NV 89146 (702) 251-8896 · FAX (702) 251-8876 · WWW.CSAARCHITECTS.COM

FLOOR PLAN - LEVEL TWO

UNLV SHADOW LANE CAMPUS - ADVANCED CLINICAL TRAINING & RESEARCH CENTER

PROJECT No. 07-C91a

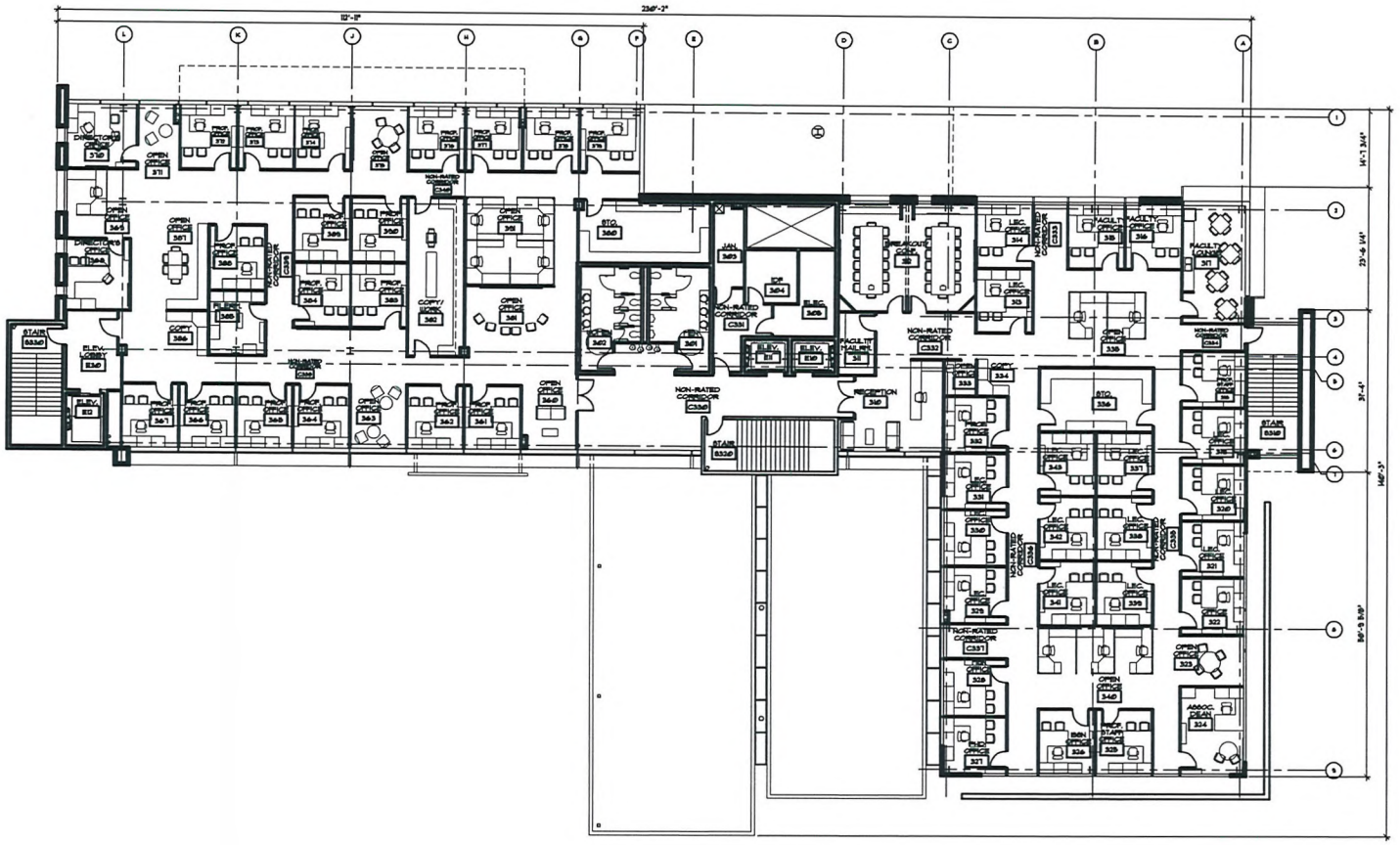
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0' 5' 10' 20'
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05-13-08

SHEET SD-3B

EOT-39170
EOT-39171



CARPENTER SELLERS ARCHITECTS ARCHITECTURE INTERIORS PLANNING

1919 S. JONES · SUITE C · LAS VEGAS, NV 89146 (702) 251-8896 · FAX (702) 251-8876 · WWW.CSAARCHITECTS.COM

FLOOR PLAN - LEVEL THREE

UNLV SHADOW LANE CAMPUS - ADVANCED CLINICAL TRAINING & RESEARCH CENTER

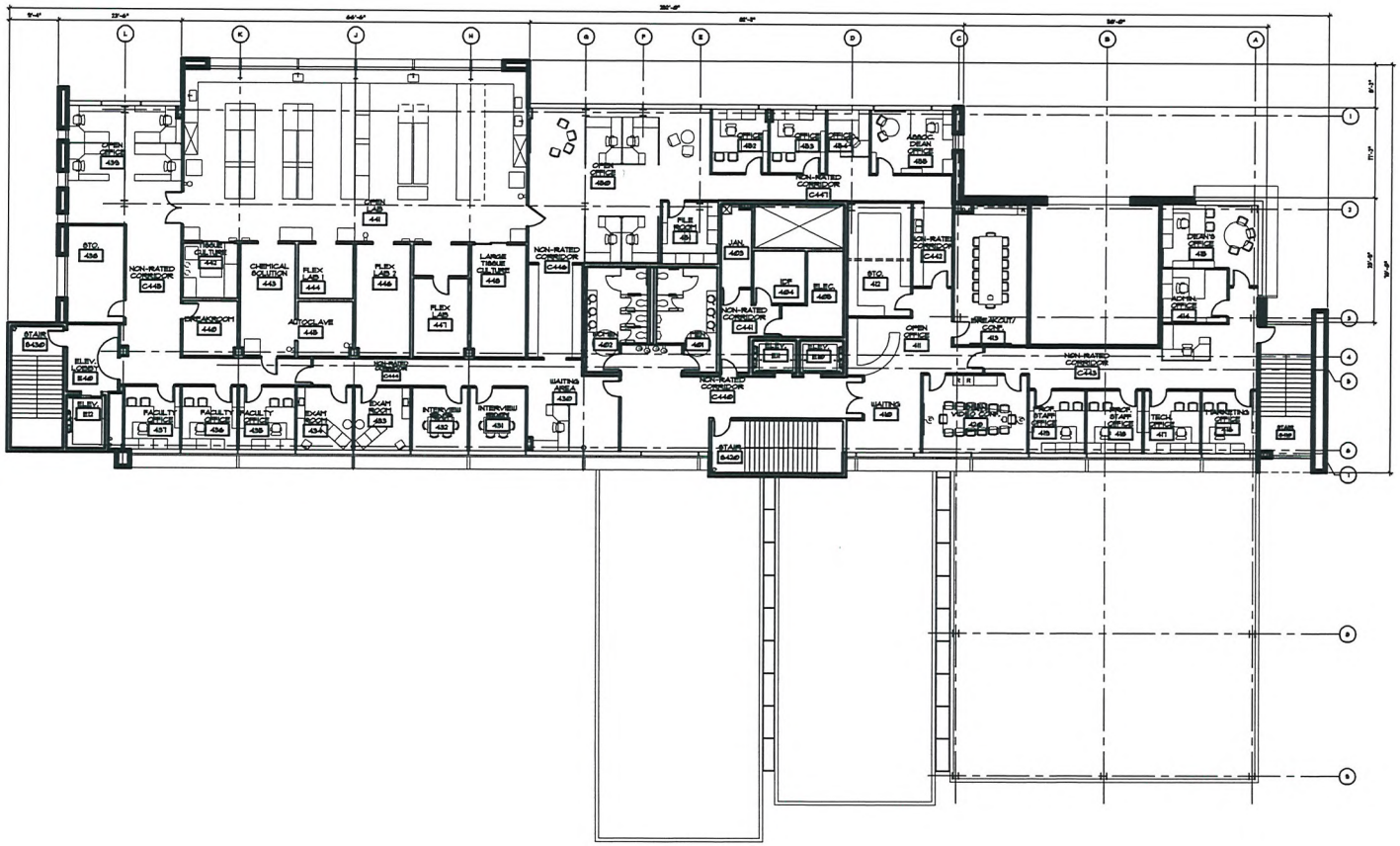
PROJECT No. 07-C91a

RECEIVED
AUG 12 2010

Scale: 3/32"=1'-0"

SHEET SD-3C

EOT-39170
EOT-39171



CARPENTER SELLERS ARCHITECTS ARCHITECTURE INTERIORS PLANNING

1919 S. JONES · SUITE C · LAS VEGAS, NV 89146 (702) 251-8896 · FAX (702) 251-8876 · WWW.CSAARCHITECTS.COM

FLOOR PLAN - LEVEL FOUR

UNLV SHADOW LANE CAMPUS - ADVANCED CLINICAL TRAINING & RESEARCH CENTER

PROJECT No. 07-C91a

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NORTH

0' 5' 10' 20'
Scale: 3/32"=1'-0"

06-09-08

SHEET SD-3D

EOT-39170
EOT-39171

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW

DOUGLAS A. SELBY
CITY MANAGER

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

August 22, 2008

Mr. David Frommer
NSHE on Bahlf of UNLV
4505 South Maryland Parkway
BOX 451027
Las Vegas, Nevada 89154-1027

RE: SDR-28531 – SITE DEVELOPMENT PLAN REVIEW
CITY COUNCIL MEETING OF AUGUST 20, 2008
RELATED TO MOD-28530 AND VAC-28532

Dear Mr. Frommer:

The City Council at a regular meeting held August 20, 2008 APPROVED the request for a Site Development Plan Review FOR A PROPOSED 66,200 SQUARE-FOOT UNIVERSITY EDUCATION AND ADMINISTRATION BUILDING ADDITION TO AN EXISTING UNIVERSITY CAMPUS on 17.49 acres at 1001 Shadow Lane (APN 139-33-406-005), PD-(Planned Development) Zone [MD-1 (Medical Support) Zone PROPOSED: MD-2 (Major Medical)]. The Notice of Final Action was filed with the Las Vegas City Clerk on August 21, 2008. This approval is subject to:

Planning & Development

1. Approval of and conformance to the Conditions of Approval for Major Modification (MOD-28530) and (VAC-28532) shall be required, if approved.

2. This approval shall be void two years from the date of final approval, unless civil improvement plans have been issued for the building addition on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All development shall be in conformance with the site plan, landscape plan, and building elevations, date stamped 06/10/08, except as amended by conditions herein.

4. A revised site plan shall be submitted to and approved by the Planning and Development Department, prior to or at the same time application is made for civil improvements, to reflect five bicycle spaces and conformance with the Las Vegas Medical District Plan Open Space Section. The site plan is to reflect pedestrian seating in conformance with the Las Vegas Medical District Plan.

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5. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for civil improvement plans. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications. The technical landscape plan shall include four more 24-inch wide box trees along the eastern perimeter landscape buffer of the new parking lot.

6. Pre-planting and post-planting landscape inspections are required to ensure the appropriate plant material, location, size of planters, and landscape plans are being utilized. The Planning and Development Department must be contacted to schedule an inspection prior to the start of the landscape installation and after the landscape installation is completed. The civil improvement bond will not be released until the landscape inspections have been completed.

7. Reflective glazing at the pedestrian level is prohibited. Glazing above the pedestrian level shall be limited to a maximum reflectance rating of 22% (as defined by the National Institute of Standards and Technology).

8. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

9. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.

10. Parking lot lighting standards shall be no more than 30 feet in height and shall utilize downward-directed lights with full cut-off luminaries. Lighting on the exterior of buildings shall be shielded and shall be downward-directed. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.

11. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

12. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

13. Dedicate an additional 10 feet of right-of-way for a total half-street width of 40 feet on Shadow Lane, appropriate right-of-way up to 10 feet for a total half-street width of 40 feet on Bearden Street, appropriate right-of-way to be approved by the City Traffic Engineer for an off-set cul-de-sac at the southwest corner of Desert Lane and Hastings

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AUG 12 2010

EOT-39171

Avenue, and all appropriate rights-of-way required by Standard Drawing #234.1 or 234.2 and #234.3 for bus turnouts on Shadow Lane and exclusive right turn lane on Charleston Boulevard, prior to or concurrent with the commencement of on-site development activities unless otherwise allowed by the City of Las Vegas Traffic Engineer. Granting appropriate roadway, sewer, and drainage easements in lieu of right-of-way dedication may be allowed by the City Engineer.

14. The submitted Petition of Vacation (VAC-28532) must record prior to the recordation of any maps or the issuance of any permits overlying the area being vacated, unless otherwise allowed by the City Engineer.

15. Remove all substandard public street improvements and unused driveway cuts adjacent to all of the parcels that comprise this site, if any, and replace with new improvements meeting current City and Las Vegas Medical District Plan Standards concurrent with development of this site.

16. A sanitary sewer relocation and abandonment plan must be submitted to and approved by the Collection Systems Planning Section of the Department of Public Works prior to the submittal of any construction drawings for this site. Submit a Petition of Vacation for the existing public sewer easement overlying the line to be abandoned. In addition, grant public sewer easements for all public sewers not located within existing public street right-of-way. Improvement Drawings submitted to the City for review shall not be approved for construction until all required public sewer easements necessary to connect this site to the existing public sewer system have been granted to the City. No structures shall be built within the existing public sewer easement reserved by Document #1888:1847767(84).

17. Grant pedestrian walkway easements for all public sidewalks not located within public right-of-way adjacent to this site.

18. Landscape and maintain all unimproved rights-of-way, if any, adjacent to this site. All landscaping and private improvements installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

19. Submit an Encroachment Agreement for all landscaping, if any, located in the public right-of-way adjacent to this site prior to occupancy of this site.

20. Meet with the Flood Control Section of the Department of Public Works for assistance with establishing finished floor elevations and drainage patterns for this site prior to submittal of construction plans or the issuance of any building or grading permits, whichever may occur first. Provide and improve all drainageways as recommended.

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21. A Traffic Impact Analysis must be submitted to and approved by the Department of Public Works prior to the submittal of civil construction drawings. Comply with the recommendations of the approved Traffic Impact Analysis prior to civil improvement plan approval. The Traffic Impact Analysis shall also include a section addressing Standard Drawings #234.1 #234.2 and #234.3 to determine additional right-of-way requirements for bus turnouts adjacent to this site, if any; dedicate all areas recommended by the approved Traffic Impact Analysis. All additional rights-of-way required by Standard Drawing #201.1 for exclusive right turn lanes and dual left turn lanes shall be dedicated prior to or concurrent with civil improvement plan approval unless specifically noted as not required in the approved Traffic Impact Analysis. Phased compliance will be allowed if recommended by the approved Traffic Impact Analysis. No recommendation of the approved Traffic Impact Analysis, nor compliance therewith, shall be deemed to modify or eliminate any condition of approval imposed by the Planning Commission or the City Council on the development of this site. Alternatively, in lieu of a Traffic Impact Analysis, the applicant may participate in a reasonable alternative mutually acceptable to the applicant and the Department of Public Works.

22. Site development to comply with all applicable conditions of approval for Z-020-97, the Las Vegas Medical District Standards and all other applicable site-related actions.

Sincerely,

Angela Crolli

Angela Crolli
Senior Deputy City Clerk for
Beverly K. Bridges, CMC, City Clerk

cc: Mr. Sunny Kamath
State of Nevada Public Works Board
1830 East Sahara Avenue, Suite #204
Las Vegas, Nevada 89104

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AUG 12 2010
EOT-39171

City of Las Vegas Agenda Item No.: **75.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: OCTOBER 6, 2010

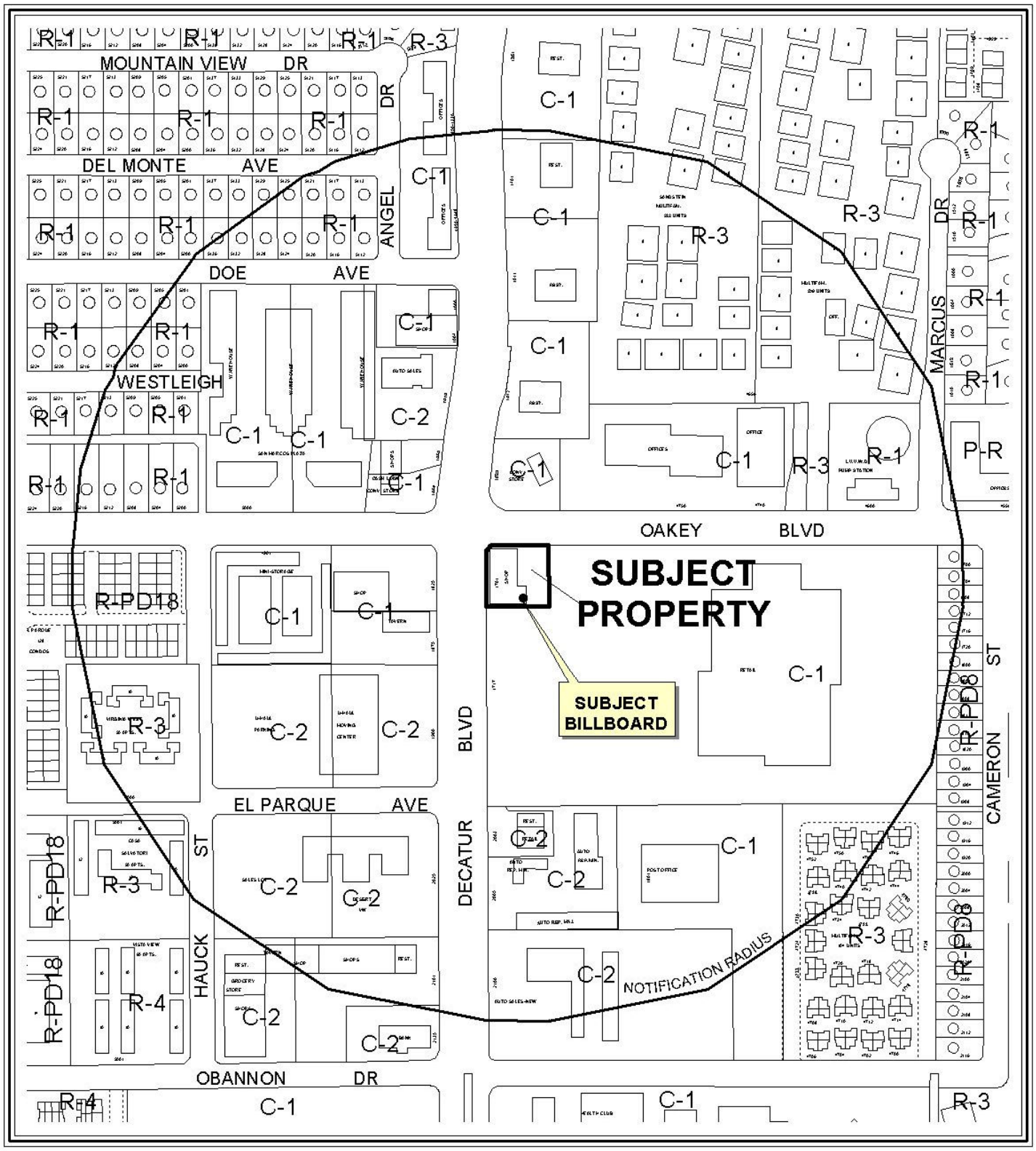
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
RQR-38940 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: REISBORD PAUL AND HAYA TRUST - Required Review of an approved Special Use Permit (U-0135-95) FOR A 14-FOOT BY 48-FOOT OFF-PREMISE SIGN at 1701 South Decatur Boulevard (APN 162-06-301-001), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**0**
City Council Meeting	**1**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. City Council Approval Letter for RQR-6149
6. Protest Postcard
7. Backup referenced from the August 26, 2010 Planning Commission Meeting Item RQR-38940



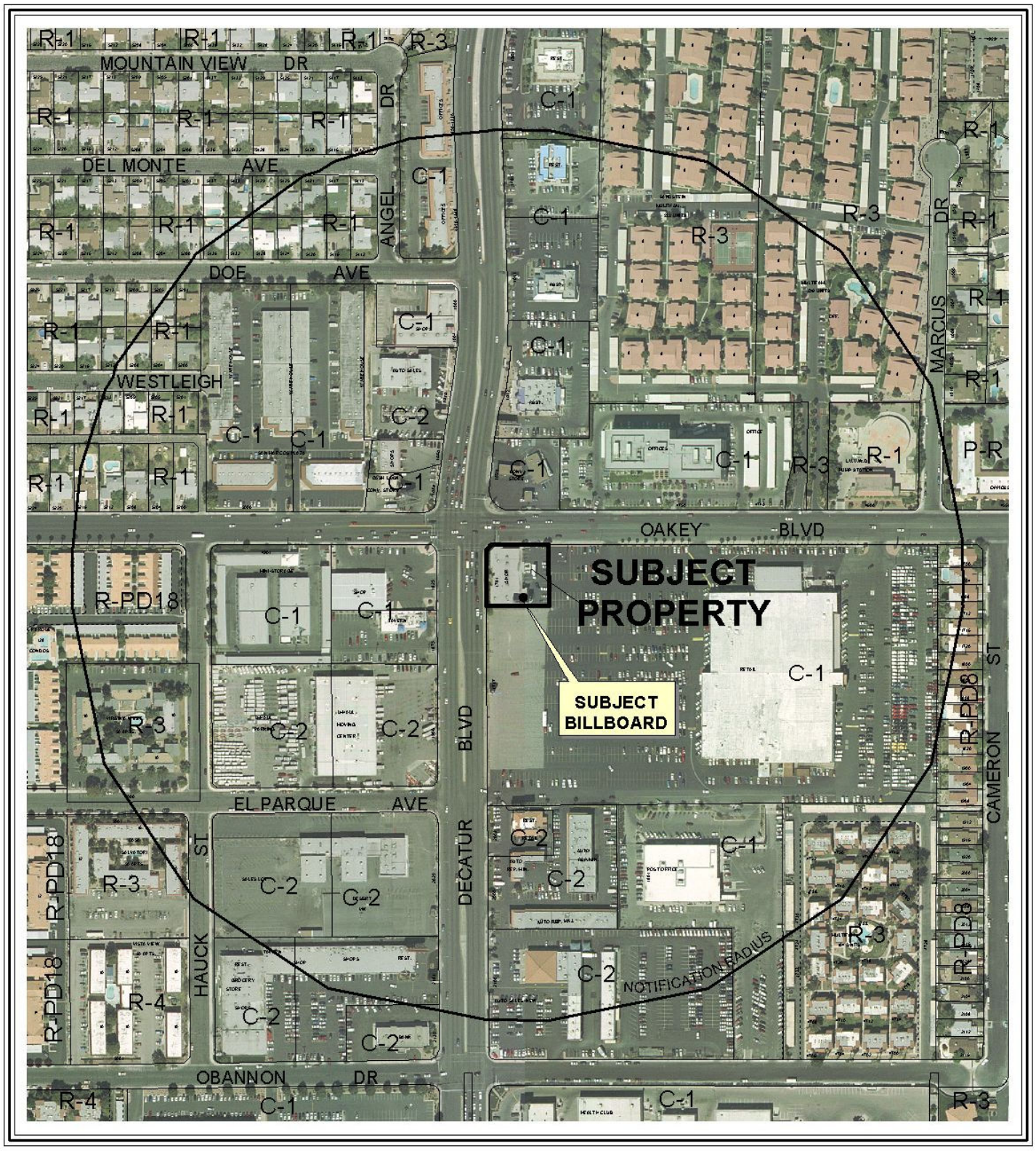
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CASE: **RQR-38940**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



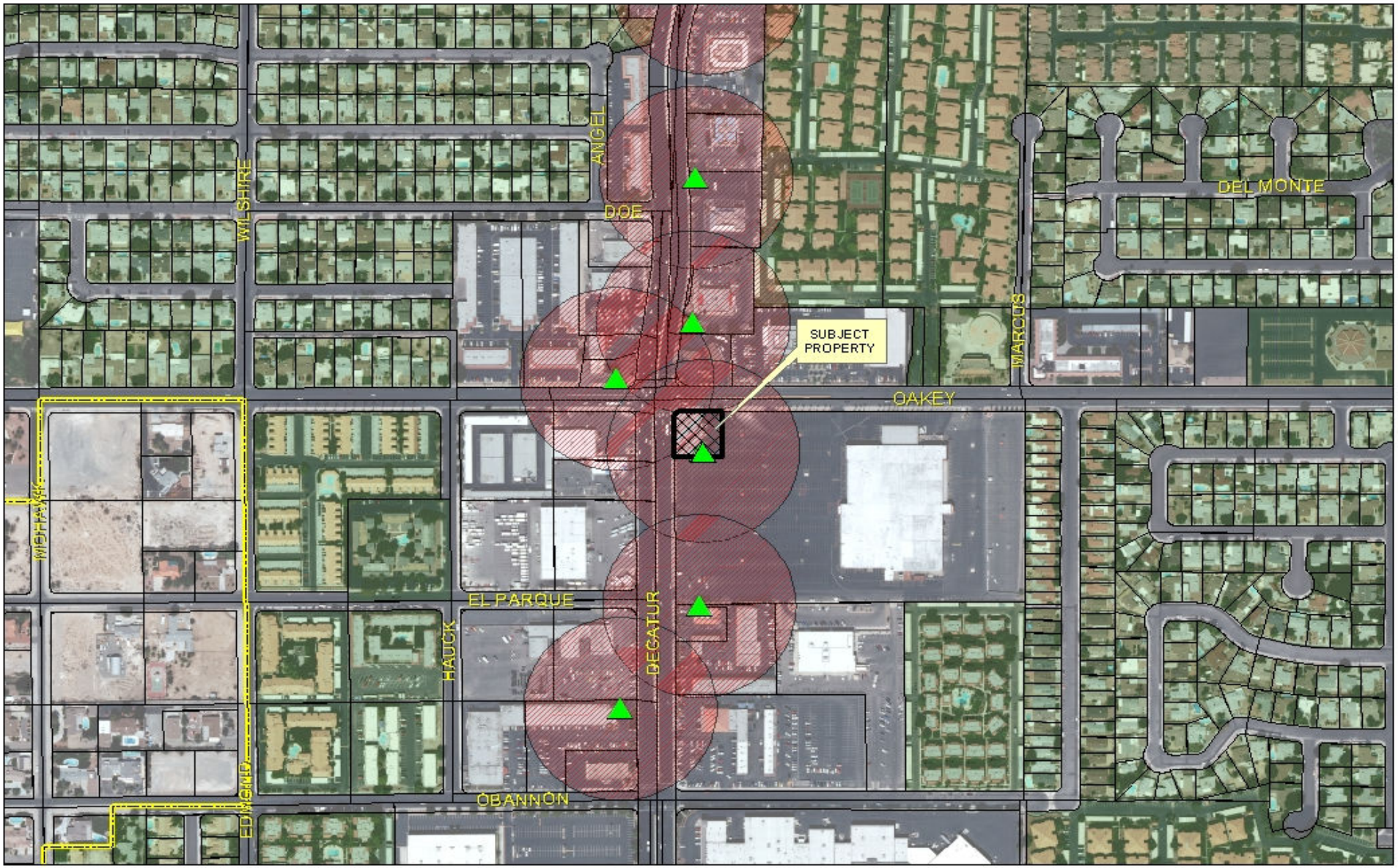
0 300 600 Feet

CASE: **RQR-38940**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



RQR-38940

City of Las Vegas Billboard Data

- Subject Parcel
- City of Las Vegas Billboard Location
- Clark County Billboard Location
- 300 Foot Buffer Around Billboard
- 750 Foot Buffer Around Freeway Billboard
- Residential Zoned Property
- Off Premise Sign Exclusion Area
- Exempt - Off Premise Area Sign Area

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: OCTOBER 6, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: REISBORD PAUL AND HAYA TRUST

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
RQR-38940	Staff recommends APPROVAL, subject to conditions:	

** CONDITIONS **

RQR-38940 CONDITIONS

Planning and Development

1. The Special Use Permit shall be reviewed in five (5) years, at which time the City Council may require the off-premise sign to be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the Off-Premise Sign be removed.

2. The Off-Premise Sign and its supporting structure shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the Off-Premise Sign.

3. Bird deterrent devices shall be installed on the sign within 30 days of final approval by the City of Las Vegas.

4. If the existing Off-Premise Sign structure is removed, this Special Use Permit shall be expunged and a new Off-Premise Sign structure shall not be erected in the same location unless: (1) a new Special Use Permit is approved for the new structure by the City Council, or (2) the location is in compliance with all applicable standards of Title 19 of the Las Vegas Municipal Code including, but not limited to, distance separation requirements, or (3) a Variance to the applicable standards of Title 19 has been approved for the new structure by the City Council.

5. All City Code requirements and design standards of all City Departments shall be satisfied.

** STAFF REPORT **

PROJECT DESCRIPTION

This request is for a Required Five Year Review of an approved Special Use Permit (U-0135-95) which allowed a 14-foot by 48-foot Off-Premise Sign at 1701 South Decatur Boulevard. This is a commercial property with two retail stores located in one structure. The Off-Premise Sign is located on the south side of the site and extends over the roof of the structure. The proposal meets all Title 19 requirements and therefore staff recommends approval with conditions. If denied, the Off-Premise Sign must be removed from the premise.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
12/20/95	The City Council approved a Special Use Permit (U-0135-95) to allow a 14-foot by 48-foot Off-Premise Sign at 1701 South Decatur Boulevard, subject to a five-year review. The Board of Zoning Adjustment recommended approval.
03/07/01	The City Council approved a Required Five-Year Review [U-0135-95(1)] to allow a 14-foot by 48-foot Off-Premise Sign at 1701 South Decatur Boulevard, subject to a two-year review. The Planning Commission and staff recommended approval.
05/07/03	The City Council approved a Required Two-Year Review (RQR-1791) to allow a 14-foot by 48-foot Off-Premise Sign at 1701 South Decatur Boulevard, subject to a two-year review. The Planning Commission and staff recommended approval.
08/03/05	The City Council approved a Required Two-Year Review (RQR-6149) to allow a 14-foot by 48-foot Off-Premise Sign at 1701 South Decatur Boulevard, subject to a five-year review. Staff recommended approval.
08/26/10	The Planning Commission (6-0 vote) recommended APPROVAL (PC Agenda Item #7/yk).

Most Recent Change of Ownership	
12/23/05	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
01/23/96	A sign permit (96001482) was issued for installation of an Off-Premise Sign with a final inspection date of 02/27/96.

Pre-Application Meeting
A pre-application meeting is not required for this type of application.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
07/22/10	Staff conducted a field check of the subject site. The Off-Premise Sign and property were found to be in good condition.

Details of Application Request	
Site Area	
Net Acres	.51

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	General Retail Store	SC (Service Commercial)	C-1 (Limited Commercial)
North	Convenience Store	SC (Service Commercial)	C-1 (Limited Commercial)
South	Swap Meet	SC (Service Commercial)	C-1 (Limited Commercial)
East	Swap Meet	SC (Service Commercial)	C-1 (Limited Commercial)
West	General Retail Store	SC (Service Commercial)	C-1 (Limited Commercial)

Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District 200-Feet	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

YK

ANALYSIS

The existing Off-Premise Sign is allowed in the C-1 (Limited Commercial) zoning district with the approval of a Special Use Permit (U-0135-95).

Pursuant to Title 19.04, the following Standards apply to the subject proposal:

Standards	***Code Requirement***	***Provided***
Off-Premise Sign	At least 300 feet from another Off-Premise Sign	YES The closest Off-Premise Sign is 380 feet to the northwest.
Off-Premise Sign	At least 300 feet to the nearest property line of a lot in any "R" zoned district.	YES 370 feet from "R" zoned properties

The sign meets the minimum 300 foot distance separation requirement from another Off-Premise Sign and "R" zoned properties.

Title 19.14.100 allows the removal of an Off-Premise Sign if conditions in the surrounding area have changed such that the Off-Premise Sign no longer meets the standards of the Code. The continued use of the Off-Premise Sign on the subject site is appropriate, in that the vicinity has not changed substantially in the past five years and the continuation of the billboard use will be appropriate. Since the area has not changed substantially in the past five years and it does not appear the area will be changing, it is recommended that this Off-Premise Sign be subject to a review in five years.

On July 22, 2010 a site inspection was conducted and photos were taken. The inspection revealed the sign is maintained and in good condition. The conditions of approval have been met.

FINDINGS (RQR-38940)

In order to approve a Special Use Permit application, per Title 19.18.060 the Planning Commission and City Council must affirm the following:

1. **The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

Title 19.14.100 of the Las Vegas Municipal Code allows the removal of an Off-Premise Sign if conditions in the surrounding area have changed such that the Off-Premise Sign no longer meets the Code standards. The continued use of the Off-Premise Sign on the subject site is appropriate, in that the vicinity has not changed substantially in the past two years and the continuation of the billboard use will be appropriate for the next five years.

2. The subject site is physically suitable for the type and intensity of land use proposed.

There are no physical constraints to the continuation of the Off-Premise Sign use on this site.

3. Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.

The continuation of the Off-Premise Sign use will not generate any traffic effect to Decatur Boulevard and Oakey Boulevard, two fully developed streets adjacent to this request.

4. Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.

The Off-Premise Sign will be subject to regular City inspections and will not compromise the public health, safety and welfare.

NOTICES MAILED 283 (By City Clerk)

APPROVALS 0

PROTESTS 1

YK

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **RQR-38940** APN: 162 06 301 001

Name of Property Owner: Paul and Haya Reisbord

Name of Applicant: Clear Channel Outdoor

Name of Representative: Rod Carter

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

_____ Yes __X__ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

ESI1 NADER AFRAM COMM #1832830 Notary Public-California LOS ANGELES COUNTY My Comm. Exp. JAN 23, 2013 ESI1

Signature of Property Owner: [signature]

Print Name: PAUL REISBORD

Subscribed and sworn before me

This 06TH day of JULY, 2010

[signature] 07-06-10

Notary Public in and for said County and State

LOS ANGELES, CALIFORNIA

ESI1 NADER AFRAM COMM #1832830 Notary Public-California LOS ANGELES COUNTY My Comm. Exp. JAN 23, 2013 ESI1

RECEIVED

JUL 20 2010

City of Las Vegas

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: U-0135-95 (RQR 6149) Special Use Permit

Project Address (Location) 1701 South Decatur Blvd.

Project Name Billboard - Clear Channel Outdoor **Proposed Use** existing

Assessor's Parcel #(s) 162 06 301 001 **Ward #** 1

General Plan: existing X proposed _____ **Zoning:** existing C1 proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Reisbord Paul and Haya trust **Contact** Paul Reisboard

Address 31322 Broad Beach Road **Phone:** 310 457 7433 **Fax:** _____

City Malibu **State** CA **Zip** 902605

E-mail Address psreisboard@aol.com

APPLICANT Clear Channel Outdoor **Contact** Rod Carter

Address 2880-B Meade Ave., Suite 350 **Phone:** 238 7209 **Fax:** 238 7206

City Las Vegas **State** NV **Zip** 89102

E-mail Address rodcarter@clearchannel.com

REPRESENTATIVE Same as Applicant **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

State of California County of Los Angeles

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name _____

Subscribed and sworn before me John T. Campbell

This 13 day of July, 20 10

John T. Campbell

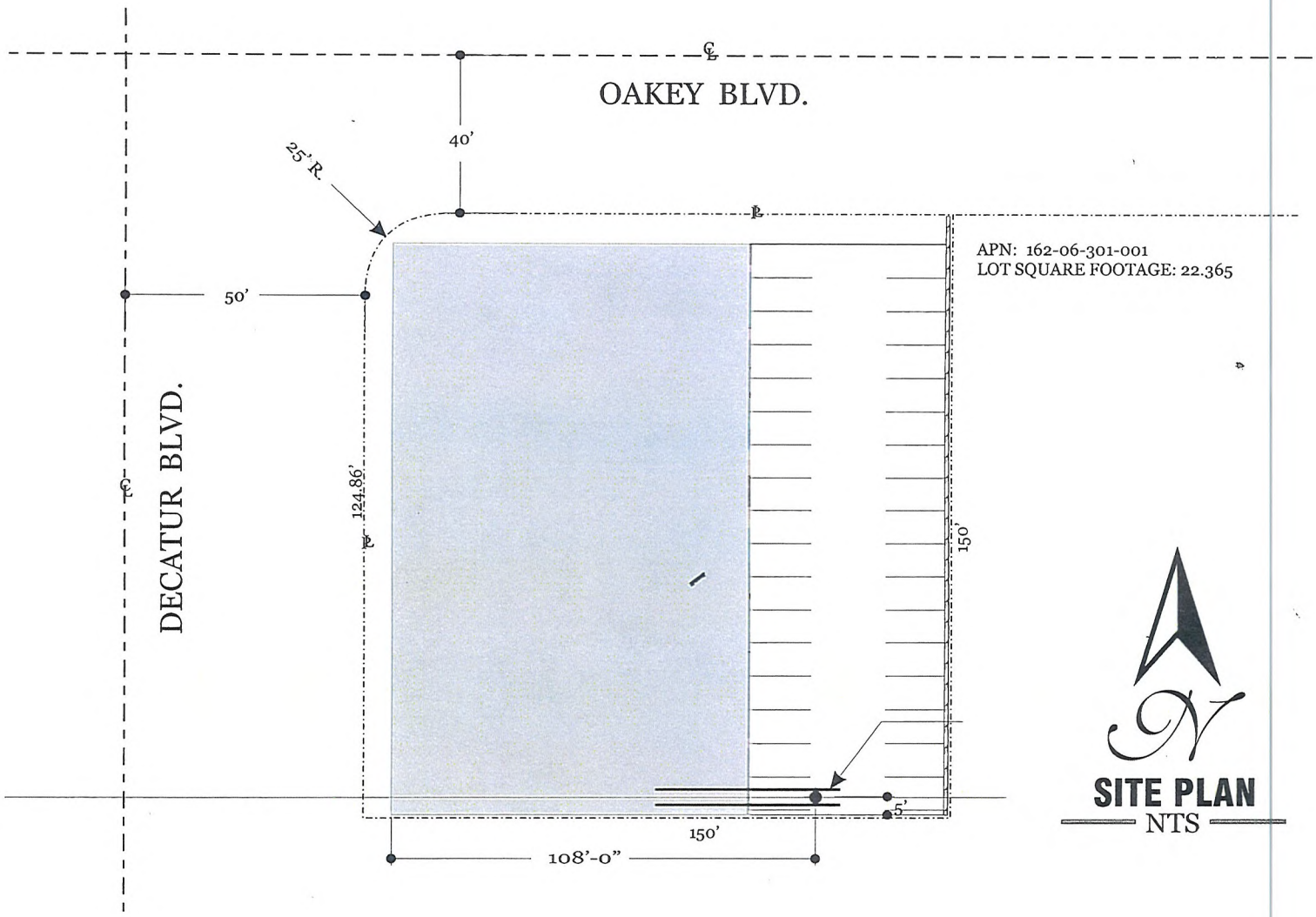
Notary Public in and for said County and St

JOHN T. CAMPBELL
Commission # 1849009
Notary Public - California
Los Angeles County
My Comm. Expires May 14, 2013

FOR DEPARTMENT USE ONLY

Case #	RQR-38940
Meeting Date:	9-23-10
Total Fee:	800.00
Date Accepted:	7-20-10
Accepted By:	FS

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development for consistency with applicable sections for the Zoning Ordinance.



BILLBOARD SITE PLAN

RECEIVED
JUL 20 2010
City of Las Vegas

RQR-38940

SEE SHEET 3 OF 3 FOR VELLUME PRINT

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LAS VEGAS DIVISION
YOUNG ELECTRIC SIGN COMPANY
5119 So. Cameron St., Las Vegas, NV. 89118 (702) 876-8080
yesco

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NEVADA CONTRACTOR LICENSE NO. 780	APPROVED BY	DATE
CLIENT		
SALES		
DESIGN		1/31/03
ESTIMATING		
ENGINEERING		
EXPEDITING		

REVISIONS	SCALE	DATE	DESIGNER
	AS NOTED	1/31/03	DENNIS SPRIK

FIRM NAME / LOCATION ADDRESS	12683A1.1 FILE DESIGN NUMBER	OPTION / REV.
YESCO B/B 41082	SHEET 1 OF 3	
OAKEY & DECATIR		
LAS VEGAS , NEVADA		
SALESPERSON ■ JR WILLIAMS	W.O. NUMBER	

NOTE: COST FOR PROVIDING NECESSARY ELECTRICAL WIRING TO SIGN AREA IS NOT INCLUDED IN SIGN PROPOSAL.



RQR-38940 - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: REISBORD PAUL AND HAYA TRUST
1701 SOUTH DECATUR BOULEVARD

07/22/10



RQR-38940 - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: REISBORD PAUL AND HAYA TRUST
1701 SOUTH DECATUR BOULEVARD

07/22/10



RQR-38940 - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: REISBORD PAUL AND HAYA TRUST
1701 SOUTH DECATUR BOULEVARD

07/22/10



RQR-38940 - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: REISBORD PAUL AND HAYA TRUST
1701 SOUTH DECATUR BOULEVARD

07/22/10



LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS

DOUGLAS A. SELBY
CITY MANAGER

August 4, 2005

Mr. and Mrs. Paul Reisbord
4540 Noeline Way
Encino, California 91436-2108

RE: RQR-6149 – REQUIRED TWO-YEAR REVIEW
CITY COUNCIL MEETING OF AUGUST 3, 2005

Dear Mr. and Mrs. Reisbord:

The City Council at a regular meeting held August 3, 2005 APPROVED the Required Two Year Review of an approved Special Use Permit (U-0135-95) WHICH ALLOWED A 14-FOOT BY 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 1701 South Decatur Boulevard (APN 162-06-301-001), C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on August 4, 2005. This approval is subject to:

Planning and Development

1. Any part of an embellishment not in conformance with Title 19 requirements shall be removed.

2. The Special Use Permit shall be reviewed in five (5) years at which time the City Council may require the off-premise sign to be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the Off-Premise Advertising (Billboard) Sign be removed.

3. The Off-Premise Advertising (Billboard) Sign and its supporting structure shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the Off-Premise Advertising (Billboard) Sign.

4. If the existing Off-Premise Advertising (Billboard) Sign structure is removed, this Special Use Permit shall be expunged and a new Off-Premise Advertising (Billboard) Sign structure shall not be erected in the same location unless: (1) a new Special Use Permit is approved for the new structure by the City Council, or (2) the location is in compliance with all applicable standards of Title 19 of the Las Vegas Municipal Code including, but not limited to, distance separation requirements, or (3) a Variance to the applicable standards of Title 19 has been approved for the new structure by the City Council.

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

18112-001-06-05
CLV 7009

RECEIVED
RQR-38940 JUL 20 2010
City of Las Vegas

5. All City Code requirements and design standards of all City Departments shall be satisfied.

Sincerely,

Lean Coleman

Lean Coleman
Deputy City Clerk II for
Barbara Jo Ronemus, City Clerk

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. Of Fire Services

Mr. Rod Carter
Clear Channel Outdoor
2880 Meade Avenue, Suite #350
Las Vegas, Nevada 89102

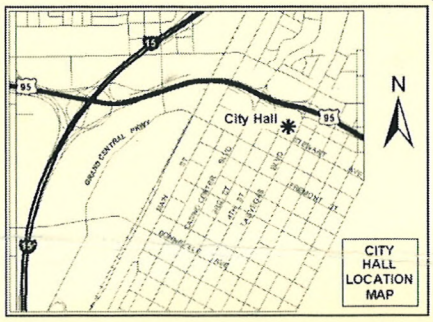
City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing

RECEIVED
CITY CLERK
2010 SEP 21 A 11:01

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 SEP 17 2010
MAILED FROM ZIP CODE 89101



This area is maped out with signs. I live directly behind this proposed sign, so I object to it.
R.E. Kurk

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-38940

City Council Meeting of 10/06/2010

KURK ROBERT EDWARD
1816 CAMERON ST
LAS VEGAS NV 89102-3513

APN#16206311011

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

CITY OF LAS VEGAS

ONE MOTION / ONE VOTE

Planning and Development Department
Case Planning Division
731 South Fourth Street
Las Vegas, Nevada 89101
(702) 229-6301 Phone (702) 385-7268 Fax

SUBJECT: *RQR-38940 - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: REISBORD PAUL AND HAYA TRUST*

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***AUGUST 26, 2010*** Planning Commission meeting. All of these items will be placed at the beginning of the agenda. The Chairman of the Planning Commission will open them at the same time.

Enclosed please find the proposed conditions of approval. If you agree to these conditions, please sign this form and fax it to ***Carman Burney at (702) 385-7268.*** If there is no one present at the Planning Commission meeting who wants to discuss this item, you will not be called to the podium to discuss the case. However, you must be present in case any Planning Commissioner or member of the public wants to discuss the item. If you have any questions, please contact my office at (702) 229-6301.

Please sign and date that you have read and agree to the conditions and return to our office by 5:00PM AUGUST 26, 2010.

Signature

8/24/10
Date

Rod Carter
Please Print Name

Clear Channel Outdoor
Company Name

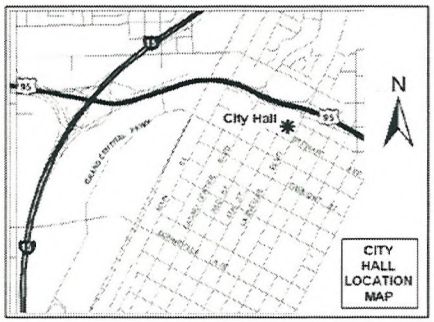
Sincerely,

RECEIVED
AUG 24 2010

Steve Gebeke
Planning Supervisor
Case Planning Division

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-38940
Planning Commission Meeting of 8/26/2010

I HAVE SUPPORTED THIS PROPERTY OWER WITH ALL ITEMS THAT IMPROVE PROPERTY. WE HAVE TOO MUCH SIGNAGE ON DECATUR ALREADY. ENOUGH IS ENOUGH RKurk

Case: RQR-38940

16206311011
KURK ROBERT EDWARD
1816 CAMERON ST
LAS VEGAS NV 89102-3513

RECEIVED
AUG 18 2010

7P

City of Las Vegas Agenda Item No.: **76.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: OCTOBER 6, 2010

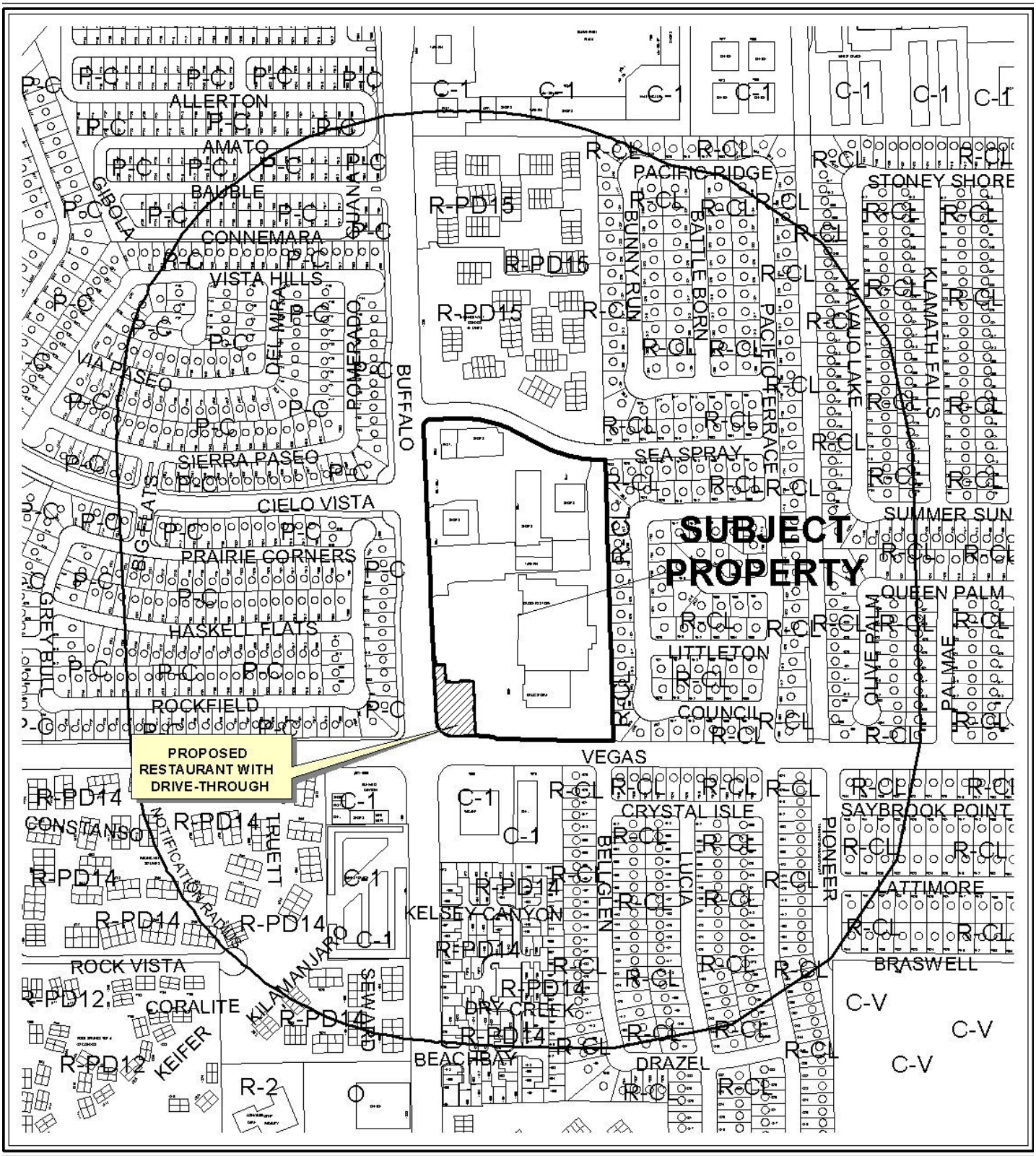
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-38114 – ABEYANCE ITEM - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: SEA BREEZE VILLAGE II, LLC - Request for a Variance TO ALLOW A NINE-FOOT TALL MENU BOARD WHERE SEVEN FEET IS THE MAXIMUM HEIGHT ALLOWED AND TO ALLOW AN INCIDENTAL SIGN (CLEARANCE ARM) THAT IS 13 FEET TALL, 27 SQUARE FEET IN AREA AND CONTAINS A LOGO MAKING UP 67 PERCENT OF THE SIGN AREA WHERE SEVEN FEET IN HEIGHT, 12 SQUARE FEET IN AREA AND 50 PERCENT LOGO COVERAGE ARE ALLOWED on 0.52 acres at the northeast corner of Buffalo Drive and Vegas Drive (APN 138-22-418-011), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**14**	**Planning Commission Mtg.**	**2**
City Council Meeting	**17**	**City Council Meeting**	**5**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps - VAR-38114 and MSP-38116
2. Conditions and Staff Report - VAR-38114 and MSP-38116
3. Supporting Documentation
4. Photos - VAR-38114 and MSP-38116
5. Justification Letter
6. Protest/Support Postcards for VAR-38114 and MSP-38116
7. Backup referenced from the June 24, 2010 Planning Commission Meeting Items VAR-38114 and MSP-38116



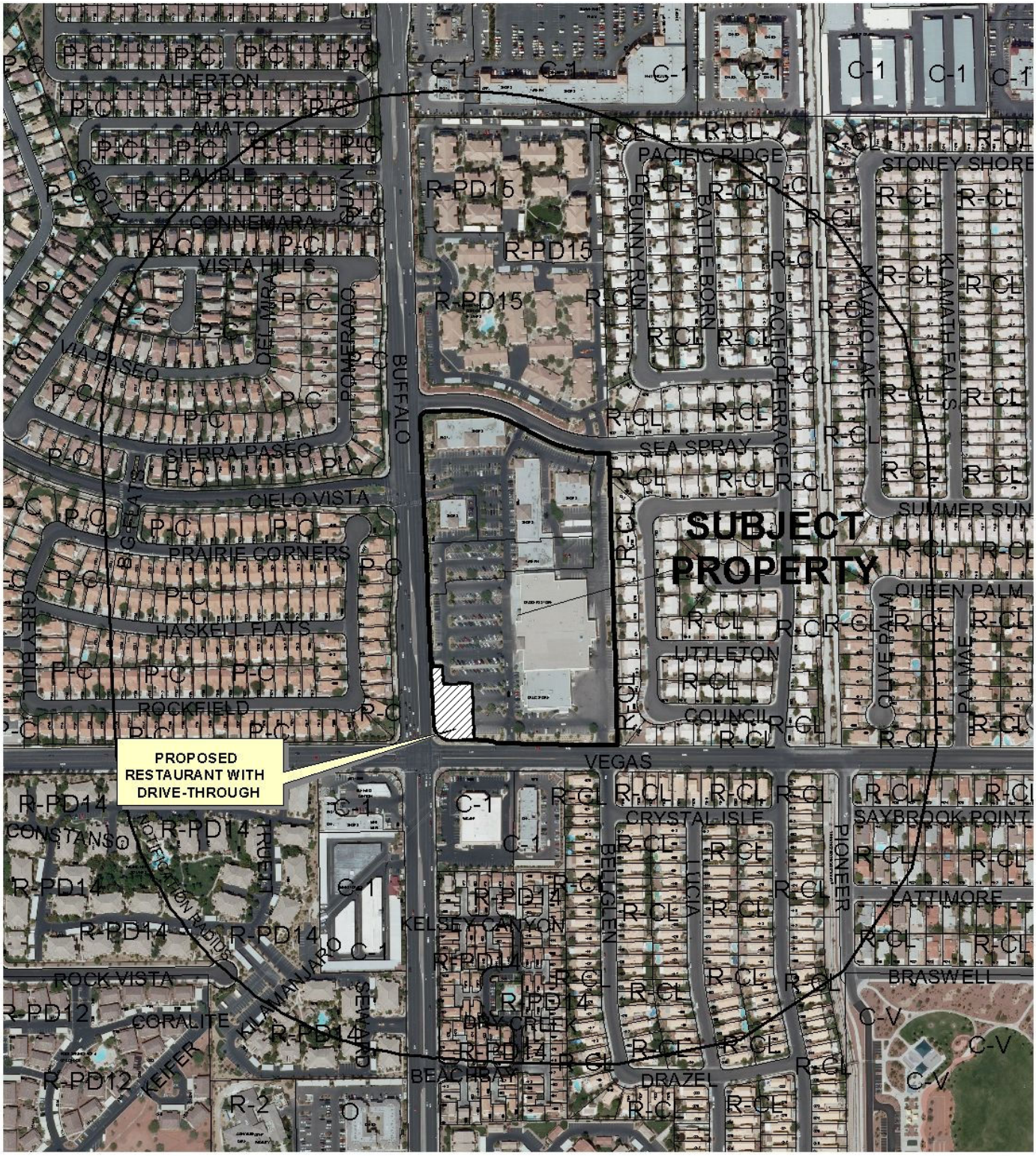
CASE: **VAR-38114 AND MSP-38116**

RADIUS: 1000 FT

0 300 600 Feet

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



CASE: **VAR-38114 AND MSP-38116**

RADIUS: 1000 FT

0 300 600 Feet

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: OCTOBER 6, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT/OWNER: SEA BREEZE VILLAGE II, LLC

THIS ITEM WAS HELD IN ABEYANCE FROM THE SEPTEMBER 15, 2010 CITY COUNCIL MEETING AT THE REQUEST OF COUNCIL

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
VAR-38114	Staff recommends DENIAL, if approved subject to conditions:	
MSP-38116	Staff recommends DENIAL, if approved subject to conditions:	VAR-38114

**** CONDITIONS ****

VAR-38114 CONDITIONS

Planning and Development

1. Approval of and conformance to the Conditions of Approval for Master Sign Plan (MSP-38116) shall be required.

2. This approval shall be void two years from the date of final approval, unless a certificate of occupancy has been issued or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. Prior to occupancy, all necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Building and Safety Department.

4. These Conditions of Approval shall be affixed to the cover sheet of the plan set submitted for building permit.

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

MSP-38116 CONDITIONS

Planning and Development

1. Conformance to the conditions of approval for Master Sign Plans MSP-0006-02 and MSP-2619, except as amended herein.

2. Conformance to the sign elevations and documentation as submitted in conjunction with this request, date stamped 04/27/10, except as amended by conditions herein.

3. All signage shall have proper permits obtained through the Building and Safety Department.

4. Any future amendments to the approved signage within the Master Sign Plan in conformance with Title 19 standards may be reviewed and approved administratively by the Planning and Development Department.

Public Works

5. The proposed signs shall not be located within the public right-of–way or interfere with Site Visibility Restriction Zones. The proposed ground mounted bases shall not be located within existing or proposed public sewer or drainage easements.

** STAFF REPORT **

PROJECT DESCRIPTION

A shopping center is located on the subject site, which is located at the northeast corner of Buffalo Drive and Vegas Drive. An approved restaurant with drive-through is currently under construction at the southwest corner of this shopping center. This request would amend the previously approved Master Sign Plan (MSP-0006-02) for the shopping center to permit signage for the restaurant with drive-through. Eleven outdoor signs are proposed, including a monument sign along Buffalo Drive, four wall signs, two standard directional signs, a clearance arm directional sign to restrict the height of vehicles passing through the drive-through, a menu board, order confirmation pedestal and an LED border around the upper portion of the building façade. Signage is in compliance with Title 19.14 sign standards with the exception of the menu board, which exceeds the allowed height for menu board signs, and the clearance arm, which exceeds the allowed height, area and logo coverage for directional signs. As there is no hardship associated with the physical characteristics of the site that would warrant the requested deviations from Title 19, staff recommends denial of the Variance and the amendment to the existing Master Sign Plan. If denied, the existing Master Sign Plan would remain and approval of a new amendment would be necessary to allow signage on the restaurant with drive-through and its surrounding property.

ISSUES

- Approval of a Variance to allow a height of nine feet for the menu board where seven feet is the maximum height allowed and to allow a directional incidental sign that is 13 feet tall, 27 square feet in area and contains a logo making up 67 percent of the sign area where seven feet in height, 12 square feet in area and 50 percent logo coverage are allowed is required for approval of the master sign plan amendment.
- The subject property is located within 200 feet of single family residences; therefore, Title 19.14.070 residential protection standards apply.
- If the menu board and clearance arm signage were to be reduced to meet the standards of Title 19.14, staff would recommend approval of the Master Sign Plan.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
11/07/90	The City Council approved a Rezoning (Z-0097-90) from N-U (Non-Urban) to R-CL (Single Family Compact-Lot), R-PD15 (Residential Planned Development – 15 Units per Acre) and C-1 (Limited Commercial) on property located on the east side of Buffalo Drive between Vegas Drive and Lake Mead Boulevard. The Planning Commission recommended approval; staff recommended denial.
03/09/98	The City Council approved a Site Development Plan Review [Z-0097-90(5)] for a proposed 142,352 square-foot Retail Center and a Special Use Permit (U-0138-97) to allow Packaged Liquor sales in conjunction with a proposed 17,157 square-foot General Retail Store on property located on the northeast corner of Vegas Drive and Buffalo Drive. The Planning Commission and staff recommended approval.
03/23/98	The City Council approved a Special Use Permit (U-0012-98) for the sale of Packaged Liquor for off-premise consumption in conjunction with a proposed 61,860 square-foot Grocery Store located at the northeast corner of Vegas Drive and Buffalo Drive. The Planning Commission and staff recommended approval.
06/14/99	The City Council accepted the withdrawal without prejudice of a Special Use Permit (U-0053-99) to allow gasoline sales, an Automotive Repair Garage, Minor with a Waiver to allow service bays facing the public right-of-way, and a car wash in conjunction with a proposed Convenience Store and a Special Use Permit (U-0054-99) for the Off-Premise Sale of Beer and Wine in conjunction with a proposed 3,200 square-foot convenience Store on property located on the southeast corner of Buffalo Drive and Sea Spray Avenue. The Planning Commission and staff had recommended denial.
05/30/00	The Planning and Development Department administratively approved a Site Development Plan Review [Z-0097-90(6)] for a proposed Garden Supply/Plant Nursery in conjunction with a proposed Grocery Store on the northeast corner of the intersection of Buffalo Drive and Vegas Drive.
07/05/00	The City Council approved a request for a Reinstatement and Extension of Time [U-0012-98(2)] of an approved Special Use Permit for the Off-Premise sale of package liquor in conjunction with a proposed Grocery Store on the northeast corner of the intersection of Buffalo Drive and Vegas Drive. The Planning Commission and staff recommended approval of this request.
06/06/01	The Planning and Development Department administratively approved a Site Development Plan Review [Z-0097-90(7)] to modify the approved retail commercial center by reducing the square footage from 142,352 square feet to 130,643 square feet.

08/15/01	The City Council approved a Site Development Plan Review [Z-0097-90(8)] for a proposed Fueling Station and a Special Use Permit (U-0094-01) for a Service Station in conjunction with a proposed Fueling Station on the northeast corner of Vegas Drive and Buffalo Drive. The Planning Commission and staff recommended approval of these requests.
10/16/02	The City Council approved a Master Sign Plan (MSP-0006-02) for the development. The Planning Commission and staff recommended approval.
01/22/03	The City Council approved a Variance (V-0054-02) to allow 652 parking spaces where 729 parking spaces are required on property located adjacent to the northeast corner of Buffalo Drive and Vegas Drive. The Planning Commission recommended approval of this request; staff recommended denial.
09/17/03	The City Council approved a request for a Major Amendment (MSP-2619) of an approved Master Sign Plan (MSP-0006-02) for an existing retail/office complex at the northeast corner of Buffalo Drive and Vegas Drive. The amendment allowed one additional 20-foot freestanding sign along the Buffalo Drive frontage. The Planning Commission and staff recommended approval.
01/21/04	The City Council approved a Required Review (RQR-3543) of an approved Variance (V-0054-02) to allow 652 parking spaces where 729 spaces are required on property located adjacent to the northeast corner of Buffalo Drive and Vegas Drive. Staff recommended approval of this request.
02/08/07	The Planning Commission approved a request for a Site Development Plan Review (SDR-15357) for a 5,000 square-foot bank on the northeast corner of Vegas Drive and Buffalo Drive. Staff recommended denial of this request.
04/23/09	The Planning Commission approved a request for a Site Development Plan Review (SDR-33756) for a 2,783 square-foot restaurant with drive-through at the northeast corner of Buffalo Drive and Vegas Drive. Staff recommended approval.
06/24/10	The Planning Commission (7-0 vote) recommended APPROVAL of companion items VAR-38114 and MSP-38116 concurrently (PC Agenda Items 25-26/ss).

Most Recent Change of Ownership	
07/05/06	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
01/05/10	A building permit (141471) was issued for a restaurant at 7598 Vegas Drive. A final inspection has not yet been completed.
01/05/10	A building permit (141472) was issued for on-site improvements at 7598 Vegas Drive. A final inspection has not yet been completed.
01/05/10	A building permit (141473) was issued for a trash enclosure at 7598 Vegas Drive. A final inspection has not yet been completed.

02/10/10	A building permit (156412) was issued for three 35 square-foot wall signs, one 72 square-foot wall sign; one menu board sign and two incidental directional signs at 7598 Vegas Drive. A final inspection has not yet been completed.
03/19/10	A building permit application (159038) for a 30-foot tall freestanding sign was submitted to the Building and Safety Department for review. The Planning and Development Department denied its review, requiring prior approval of an amendment to the existing master sign plan for the shopping center.

Pre-Application Meeting	
03/26/10	A pre-application meeting was conducted, where the following topics were discussed: • A variance will be required to allow the proposed height and logo coverage of the clearance arm. It was later determined that the proposed height of the menu board also exceeded code allowances and a variance would be required. • An amended Master Sign Plan for the shopping center would be required for all proposed signage for the restaurant with drive-through. • A permit has already been issued for the wall signs, two of the directional signs and the menu board; however, the final inspection cannot be approved until a variance and amended master sign plan are approved.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
05/20/10	A field inspection was conducted, where the following items were noted: • The restaurant building appeared to be completed and the wall signage was attached to the building, including the "Star Logo"; • The menu board and order confirmation kiosk were installed; • No clearance arm was located in the drive-through lane; • The parking and drive-through areas had not been completed.

Details of Application Request	
Site Area	
Net Acres	0.52 of a total 13.41 acres

Surrounding Property	*Existing Land Use Per Title 19.04*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Shopping Center (Restaurant with Drive Through)	SC (Service Commercial)	C-1 (Limited Commercial)
North	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
South	Grocery Store	SC (Service Commercial)	C-1 (Limited Commercial)
East	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
West	Single Family Dwelling, Detached	SF3 (Single Family Residential – 10 Units per Acre) Summerlin North Designation	P-C (Planned Community)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (200 Feet)	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.14, the following standards apply:

Menu Board	**Allowed**	**Provided**	**Compliance**
Maximum Number	Two signs per drive-through lane if visible from ROW	One menu board 1 total	Y
Maximum Area	60 SF freestanding	40 SF freestanding	Y
Maximum Height	7 feet	8.26 feet (18% deviation)	N
Minimum Setback	5 feet	50 feet	Y
Illumination	External/Internal	Internal	Y
Other	Only the word "Menu" to be legible from ROW	Does not face ROW	Y

Incidental Signs (Non-directional)	**Allowed**	**Provided**	**Compliance**
Maximum Number	No limit	One order confirmation pedestal	Y
Maximum Area	No limit	7.26 SF	Y
Maximum Height	5 feet	4.58 feet	Y
Minimum Setback	5 feet	56 feet	Y
Illumination	External/Internal	Internal	Y
Other	Up to 25% of sign area may contain logo	Less than 25%	Y
Incidental Signs (Directional)	**Allowed**	**Provided**	**Compliance**
Maximum Number	Two signs per driveway or access 4 total	One sign per driveway; one drive-through clearance arm 3 total	Y
Maximum Area per sign	12 SF	27 SF (125% deviation)	N
Maximum Height per sign	7 feet	12.5 feet (79% deviation)	N
Minimum Setback	5 feet	29 feet	Y
Illumination	Internal only	Internal	Y
Other	Up to 50% of sign area may contain logo	67% (34% deviation)	N
Monument Signs	**Allowed**	**Provided**	**Compliance**
Maximum Number	1/200 feet street frontage 1 total	One sign along Buffalo Dr. street frontage 1 total	Y
Maximum Area	75 SF/sign	16 SF	Y
Maximum Height	10 feet	7 feet	Y
Minimum Setback	5 feet	5 feet	Y
Illumination	Direct External/Internal	Internal	Y
Wall Signs	**Allowed**	**Provided**	**Compliance**
Maximum Number	Limited by area of elevation	1 sign per elevation 4 total	Y
Tube decoration	Limited by area of elevation	277 linear feet	Y
Maximum Area	20% of building elevation	Less than 20%	Y
Maximum Projection	4 Feet	8 Inches	Y
Illumination	Internal/External only	Internal	Y

ANALYSIS

The original Master Sign Plan (MSP-0006-02) for the shopping center was required in 2002 as a result of zoning standards requiring Master Sign Plans for non-residential development projects exceeding 2.5 acres. This amendment adds standards for signage for a new restaurant with drive-through at the southwest corner of the overall development. This restaurant was approved by Site Development Plan Review SDR-33756 and is currently under construction.

The proposed monument sign, wall signs on each building elevation, order confirmation board and the directional signs located at the entrance and exit to the drive-through lane are in compliance with Title 19.14 signage standards. A 277-foot narrow LED-lighted tube is proposed along the façades of the building near the roofline that meets the residential protection standards for illuminated signs in Title 19.14.070.

Two of the proposed signs are not in conformance with Title 19.14. The submitted plans indicate that the proposed menu board is to be approximately nine feet tall where seven feet is the maximum height allowed, a 29 percent deviation. The height measurement includes the supporting structure. At the entrance to the drive-through lane, a directional sign indicating the drive-through and restricting height clearance is proposed that exceeds height, area and logo coverage standards for directional incidental signs. The logo consists of the name and graphic of the restaurant. The proposed sign represents a 79 percent deviation in the height, a 125 percent deviation in area and a 34 percent deviation in the sign area that the logo may be allowed to cover.

Because these signs are not in conformance with Title 19 signage requirements and could be designed to meet these standards, staff recommends denial of the variance to allow the deviations and the accompanying amendment to the existing master sign plan for the shopping center that would add these signs for the restaurant. If the signs are brought into conformance with Title 19, staff would recommend approval of these items. Any future amendments to the approved signage within the Master Sign Plan in conformance with Title 19 standards may be reviewed and approved administratively by the Planning and Development Department.

FINDINGS (VAR-38114)

In accordance with the provisions of Title 19.18.070(B), Planning Commission and City Council, in considering the merits of a Variance request, shall not grant a Variance in order to:

1. Permit a use in a zoning district in which the use is not allowed;
2. Vary any minimum spacing requirement between uses;
3. Relieve a hardship which is solely personal, self-created or financial in nature."

Additionally, Title 19.18.070(L) states:

> "Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the regulation, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, the owner of the property, a variance from that strict application may be granted so as to relieve the difficulties or hardship, if the relief may be granted without substantial detriment to the public good, without substantial impairment of affected natural resources and without substantially impairing the intent and purpose of any ordinance or resolution."

No evidence of a unique or extraordinary circumstance has been presented, in that the applicant has created a self-imposed hardship by designing a menu board and an incidental sign that do not meet height, area and logo coverage standards of Title 19. Removal of the incidental sign and redesign of the menu board would allow conformance to the Title 19 requirements. In view of the absence of any hardships imposed by the site's physical characteristics, it is concluded that the applicant's hardship is preferential in nature, and it is thereby outside the realm of NRS Chapter 278 for granting of Variances.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 15

NOTICES MAILED 1,232 (By City Clerk)

APPROVALS 7

PROTESTS 31

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number. **VAR-38114** APN: 138-22-418-011

Name of Property Owner: SEA BREEZE VILLAGE II, LLC.

Name of Applicant: Visual Information Systems Co.

Name of Representative: Ed Blend

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____

APN: _____

Signature of Property Owner: _____

Print Name: HASKEL INY

Subscribed and sworn before me

This 9 day of March, 20 10

Trina M Perales

Notary Public in and for said County and State

TRINA M. PERALES
Notary Public-State of Nevada
APPT. NO. 09-8929-1
My App. Expires December 12, 2012

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: VARIANCE

Project Address (Location) 7598 Vegas Dr.

Project Name Carl's Jr. **Proposed Use**

Assessor's Parcel #(s) 138-22-418-011 **Ward #** 4

General Plan: existing X proposed **Zoning:** existing X proposed

Commercial Square Footage **Floor Area Ratio**

Gross Acres .52 **Lots/Units** 1 **Density**

Additional Information INCIDENTAL SIGNAGE TALLER THAN 5' AND LOGO GREATER THAN 25% OF SIGN AREA - CARL'S JR. CLEARANCE ARM

PROPERTY OWNER SEA BREEZE VILLAGE II, LLC **Contact** JENNIFER ROBERTS

Address 1770 N BUFFALO #101 **Phone:** 702.253.5151 **Fax:** 702.430.5307

City LAS VEGAS **State** NV **Zip** 89128

E-mail Address jr@greatac.com

APPLICANT Visual Information Systems Co. **Contact** Ed Blend

Address 13580 5th St. **Phone:** 909-591-4742 **Fax:**

City Chino **State** CA **Zip** 91710

E-mail Address

REPRESENTATIVE Ed Blend **Contact**

Address 13580 5th St. **Phone:** 909-287-7373 **Fax:**

City Chino **State** CA **Zip** 91710

E-mail Address eblend@nsmc.com

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name HASKEL INY

Subscribed and sworn before me

This 9 day of March, 20 10.

Trina M. Perales

Notary Public in and for said County and State

TRINA M. PERALES
Notary Public-State of Nevada
APPT. NO. 09-8929-1
My App. Expires December 12, 2012

FOR DEPARTMENT USE ONLY

Case #	VAR-38114
Meeting Date:	6/24/2010
Total Fee:	830.00
Date Received:*	4/27/2010
Received By:	MREX

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

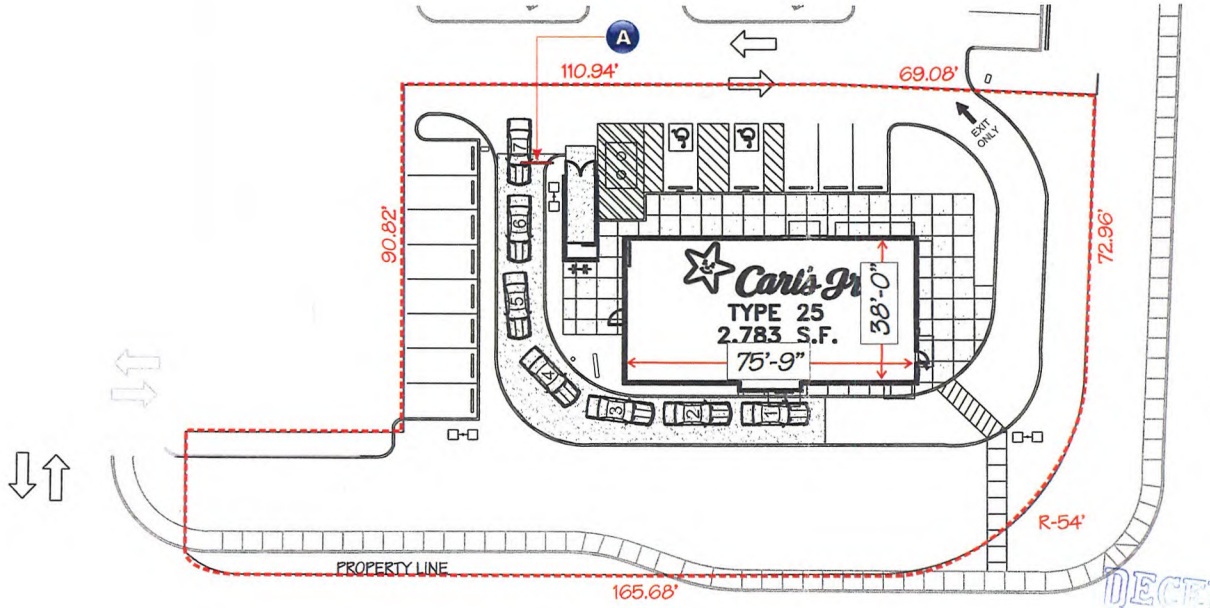
Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

Scope of Work

APN 138-22-418-011

A DRIVE-THRU CLEARANCE ARM



BUFFALO DR

VEGAS DR



VICINITY MAP

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NOTE:
ALL NEW SIGNAGE TO CONNECT TO CLIENT PROVIDED ELECTRICAL CIRCUITS

LOGO ARTWORK
YES NO ☐ ☑ WINDOWS READY VECTOR LINE DIGITAL ARTWORK OR B&W CAMERA READY ARTWORK WILL BE REQUIRED PRIOR TO FABRICATION

SALESMAN TO PROVIDE ACTUAL COLOR INFORMATION PRIOR TO FABRICATION
YES NO ☐ ☐

FIELD SURVEY REQUIRED FOR:
YES NO
☐ ☑ COLOR MATCHING PURPOSES TO EXISTING BUILDING(S)/SIGNAGE etc.
☐ ☑ MATCHING STONE, BRICK or OTHER BUILDING MATERIALS TO EXISTING
☐ ☑ DETERMINE ACTUAL DIMENSIONS OF EXISTING SIGNAGE FOR REFACE BEFORE FABRICATION
☐ ☐
2

SIGNAGE LOCATIONS:	CUSTOMER APPROVAL:	MISCELLANEOUS:
HAS CUSTOMER APPROVED SIGN LOCATION(S) FOR INSTALLATION? YES ☑ NO ☐	DRAWINGS YES ☑ NO ☐	DEPOSIT REQUIRED YES ☐ NO ☐
	COLORS YES ☑ NO ☐	SIGNED CONTRACT YES ☐ NO ☐
	TEXT YES ☑ NO ☐	ORDER LED UNIT YES ☐ NO ☐

CARL'S JR. - Las Vegas, CA. - Site Plan
SCALE: 1/32"=1'

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& MARKETING CORPORATION
DBA Visual Information Systems Co.
13580 5th St. Chino, CA 91710
Tel 909.591.4742 Fax 909.591.9792
e-mail: sales@nsmc.com
NV Lic# 0071619 - Exp. 8/31/10
Class: C-6 Limit: $950,000.00

Project: Carl's Jr.
Address: 7598 Vegas Dr., Las Vegas, NV
Phone: _____ **Account Mgr.** S. Rosenbloom
Designer: S. Duffy **Scale:** Noted **Date:** 02/16/2010

Client Approval:
Date: _____

APPROVED & RELEASED FOR CONSTRUCTION
Salesman Date

Revisions:
05/17/10 SD: Add measurements and address to plot plan
VAR-38114
06/24/10 PC

Drawing Number
24245
R1

VISCO ELECTRONIC SIGNS

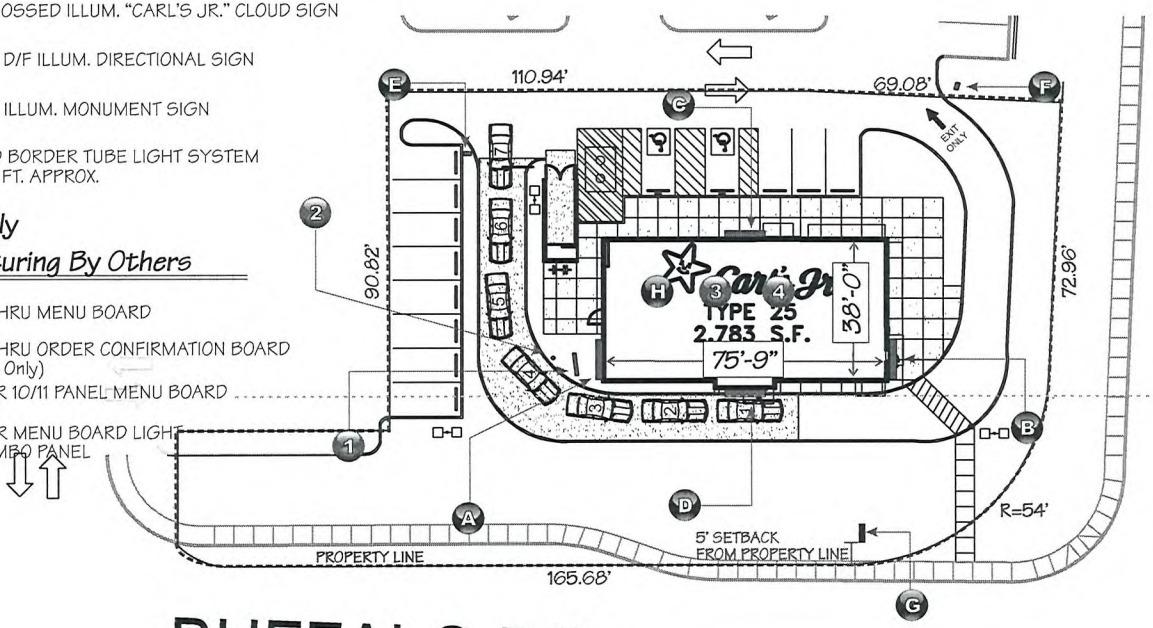
Scope of Work

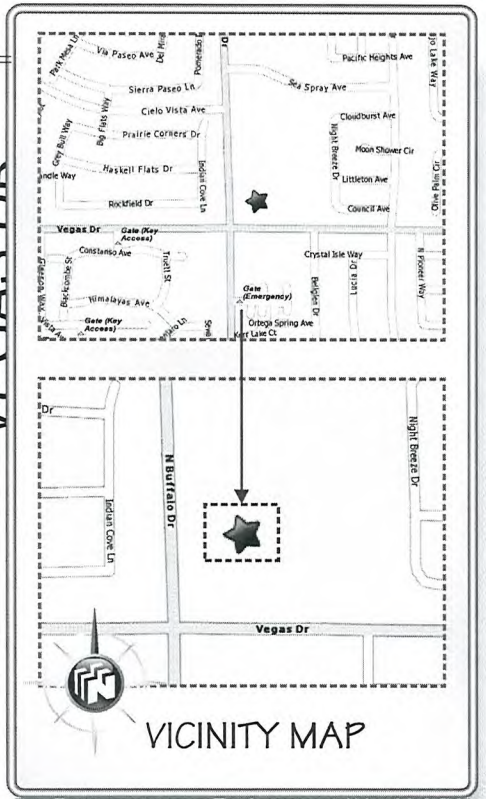
- A B C — 42" EMBOSSED ILLUM. "CARL'S JR." CLOUD SIGN
- D — 60" EMBOSSED ILLUM. "CARL'S JR." CLOUD SIGN
- E F — NEW D/F ILLUM. DIRECTIONAL SIGN
- G — NEW D/F ILLUM. MONUMENT SIGN
- H — NEW LED BORDER TUBE LIGHT SYSTEM 277' LIN. FT. APPROX.

Install Only

Manufacturing By Others

1. DRIVE-THRU MENU BOARD
2. DRIVE-THRU ORDER CONFIRMATION BOARD (Footing Only)
3. INTERIOR 10/11 PANEL MENU BOARD
4. INTERIOR MENU BOARD LIGHT BOX COMBO PANEL





LOGO ARTWORK	SALESMAN TO PROVIDE ACTUAL COLOR INFORMATION PRIOR TO FABRICATION
YES ☐ NO ☑ WINDOWS READY VECTOR LINE DIGITAL ARTWORK OR RAW CAMERA READY ARTWORK WILL BE REQUIRED PRIOR TO FABRICATION	YES ☐ NO ☐

FIELD SURVEY REQUIRED FOR:

YES	NO	
☐	☑	COLOR MATCHING PURPOSES TO EXISTING BUILDING(S)/SIGNAGE etc.
☐	☑	MATCHING STONE, BRICK or OTHER BUILDING MATERIALS TO EXISTING
☐	☑	DETERMINE ACTUAL DIMENSIONS OF EXISTING SIGNAGE FOR REFACE BEFORE FABRICATION
☐	☐	

12

SIGNAGE LOCATIONS:			CUSTOMER APPROVAL:			MISCELLANEOUS:		
HAS CUSTOMER APPROVED SIGN LOCATION(S) FOR INSTALLATION?	YES ☑	NO ☐	DRAWINGS	YES ☑	NO ☐	DEPOSIT REQUIRED	YES ☐	NO ☐
			COLORS	YES ☑	NO ☐	SIGNED CONTRACT	YES ☐	NO ☐
			TEXT	YES ☑	NO ☐	ORDER LED UNIT	YES ☐	NO ☐

NOTE:
ALL NEW SIGNAGE TO CONNECT TO CLIENT PROVIDED ELECTRICAL CIRCUITS

CARL'S JR. - Las Vegas, CA. - Site Plan

SCALE: 1/32"=1'

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Class: C-6 Limit: $950,000.00

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Designer: S. Duffy **Scale:** Noted **Date:** 04/20/2010

Client Approval:
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APPROVED & RELEASED FOR CONSTRUCTION
Salesman Date

Revisions:

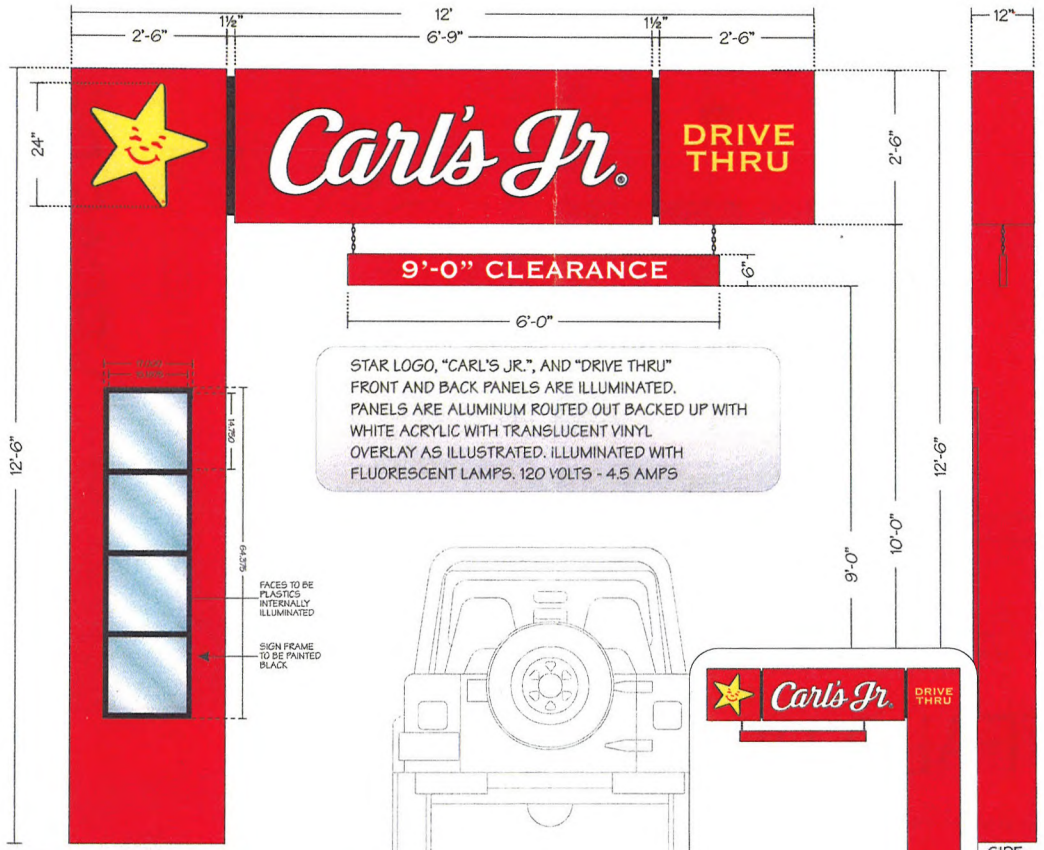
Drawing Number
24359

VISCO ELECTRONIC SIGNS

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VAR-38114
MSP-38116

SEE ENGINEERING FOR FOOTING DETAILS



A DRIVE-THRU CLEARANCE ARM

CARL'S JR. - Drive Thru Clearance Arm

SCALE: ½" = 1'

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VAR-38114
06/24/10 PC

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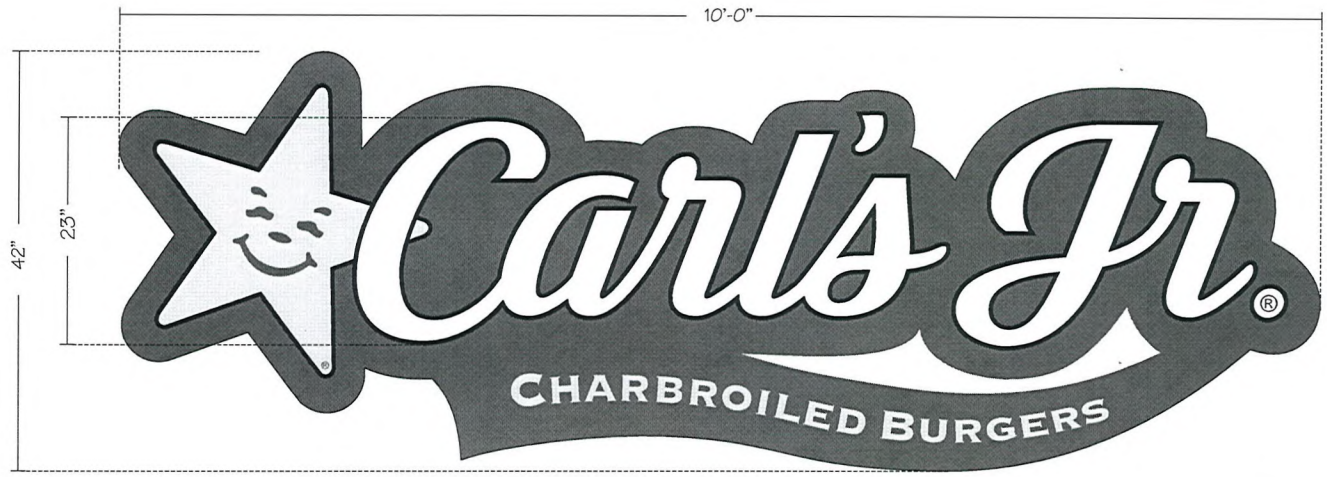
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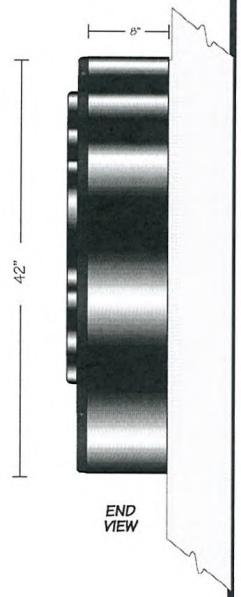
APPROVED & RELEASED FOR CONSTRUCTION
Salesman Date

Revisions:
05/17/10 SD: Add measurements and address to plot plan

Drawing Number
24245
R1

VISCO
ELECTRONIC SIGNS





END VIEW

A B C 42" EMBOSSED ILLUM. "CARL'S JR." CLOUD SIGN

35 Ø

Cloud Sign Specifications:

BODY:
S/F CUSTOM FABRICATED ALUMINUM CABINET CONSTRUCTED OF .040 WITH .063 ALUMINUM BACKS.

FACES:
CLEAR EMBOSSED PAN FORMED FACES WITH 1-1/2" RETURNS AND BACK SPRAYED PAINTED DECORATION. COLORS TO MATCH CORPORATE APPROVED COLORS.

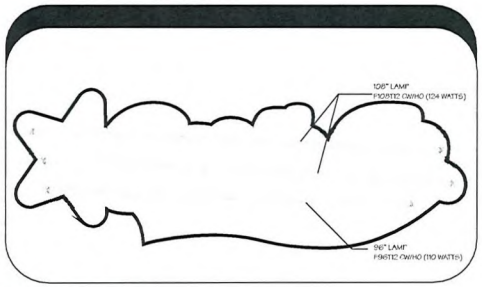
RETURNS:
PAINTED BLACK.

ILLUMINATION:
INTERNAL, H.O. FLUORESCENT LAMPS. 120 VOLTS - 1.5 AMPS

SWITCH:
U.L. APPROVED TOGGLE SWITCH.

ALL WIRING & COMPONENTS TO MEET U.L. STANDARDS

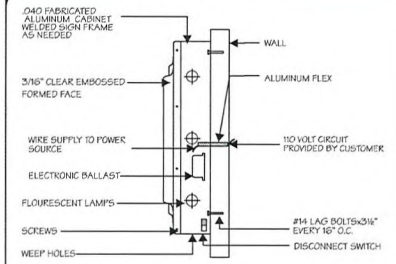
BLACK
RED VINYL 3M-3630-73
YELLOW VINYL 3M-3630-015



PERSPECTIVE VIEW



ILLUMINATED CLOUD SIGN



CABINET SECTION DETAIL (TYP.)

42" EMBOSSED ILLUM. CARL'S JR. CLOUD SIGN

SCALE: 1" = 1'-0"

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Client Approval:
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APPROVED & RELEASED FOR CONSTRUCTION
Salesman Date

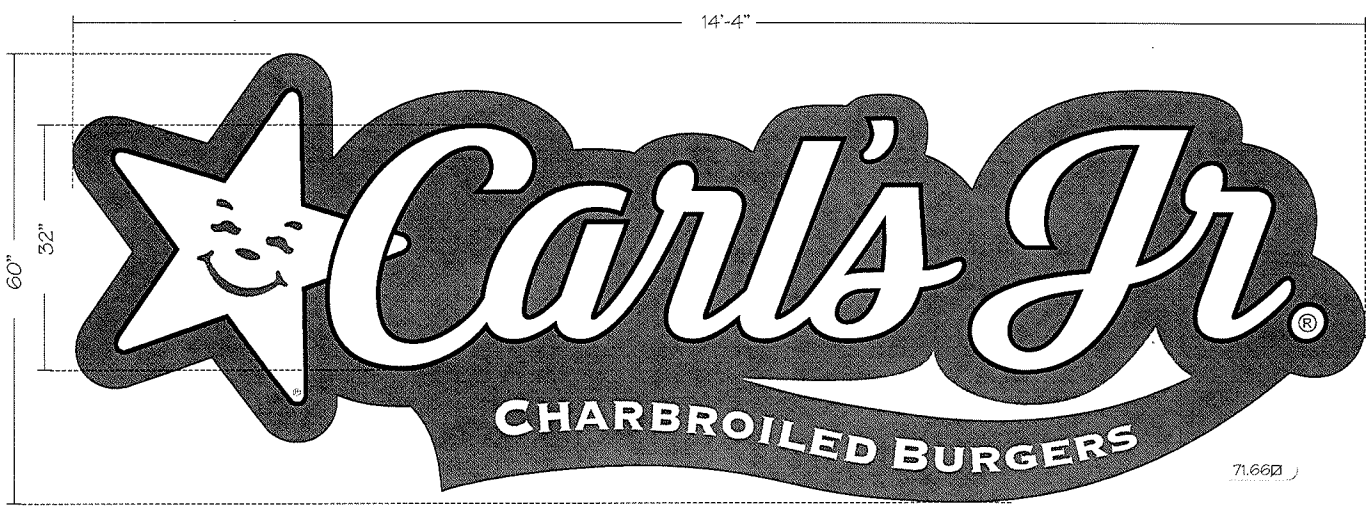
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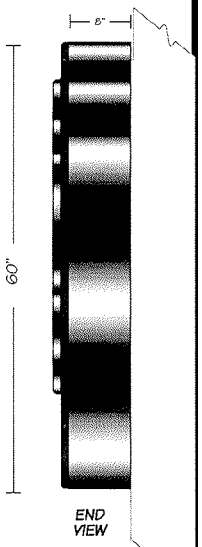
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MSP-38116





(D) 60" EMBOSSED ILLUM. "CARL'S JR." CLOUD SIGN

Cloud Sign Specifications:

BODY:
S/F CUSTOM FABRICATED ALUMINUM CABINET CONSTRUCTED OF .040 WITH .063 ALUMINUM BACKS.

FACES:
CLEAR EMBOSSED PAN FORMED FACES WITH 1-1/2" RETURNS AND BACK SPRAYED PAINTED DECORATION. COLORS TO MATCH CORPORATE APPROVED COLORS.

RETURNS:
PAINTED BLACK.

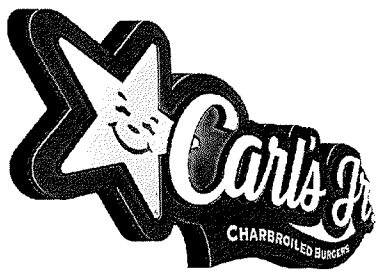
ILLUMINATION:
INTERNAL, H.O. FLUORESCENT LAMPS. 120 VOLTS - 4.5 AMPS

SWITCH:
U.L. APPROVED TOGGLE SWITCH.

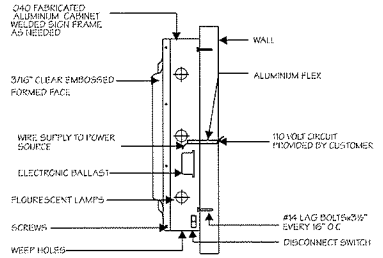
ALL WIRING & COMPONENTS TO MEET U.L. STANDARDS

- BLACK
- RED VINYL 3M-3630-73
- YELLOW VINYL 3M-3630-015

PERSPECTIVE VIEW



ILLUMINATED CLOUD SIGN



CABINET SECTION DETAIL (TYP.)

60" EMBOSSED ILLUM. CARL'S JR. CLOUD SIGN

SCALE: ¾" = 1'-0"

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Designer: S. Duffy **Scale:** Noted **Date:** 04/20/2010

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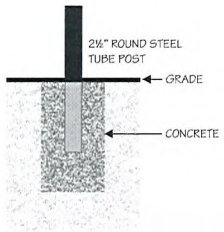
Revisions:

Drawing Number
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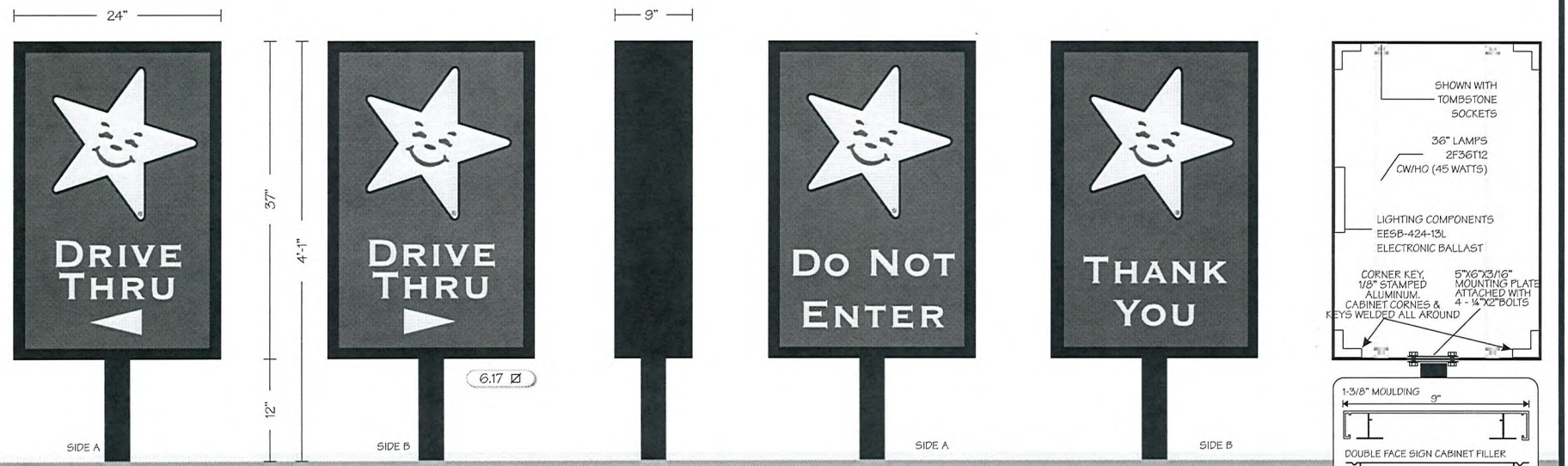
VAR-38114
MSP-38116



Specifications:

CABINETS:	FABRICATED ALUMINUM 9" DEEP, WITH 1½" RETAINERS AND RETURNS PAINTED BLACK.
FACES:	WHITE PLEX/LEXAN WITH FIRST SURFACE APPLIED CUT/REVERSE CUT TRANSLUCENT VINYL GRAPHICS AS ILLUSTRATED.
POST:	2½" ROUND STEEL TUBE POST PAINTED BLACK.
ILLUMINATION:	INTERNAL T12 CW/HO FLOURESCENT LAMPS. 120 VOLTS - 1.5 AMPS
SWITCH:	TAMPER RESISTANT SWITCH: UL APPROVED 15A-120/277V 'LEVITON' #1101-2L WITH KEYED WATERPROOF COVER.

ALL COMPONENTS TO BE U.L. APPROVED



Ⓔ NEW D/F ILLUM. DIRECTIONAL SIGN

END VIEW

Ⓕ NEW D/F ILLUM. DIRECTIONAL SIGN

SEE ENGINEERING FOR FOOTING DETAILS

CARL'S JR. - D/F ILLUMINATED DIRECTIONAL SIGNS

SCALE: 1" = 1'-0"

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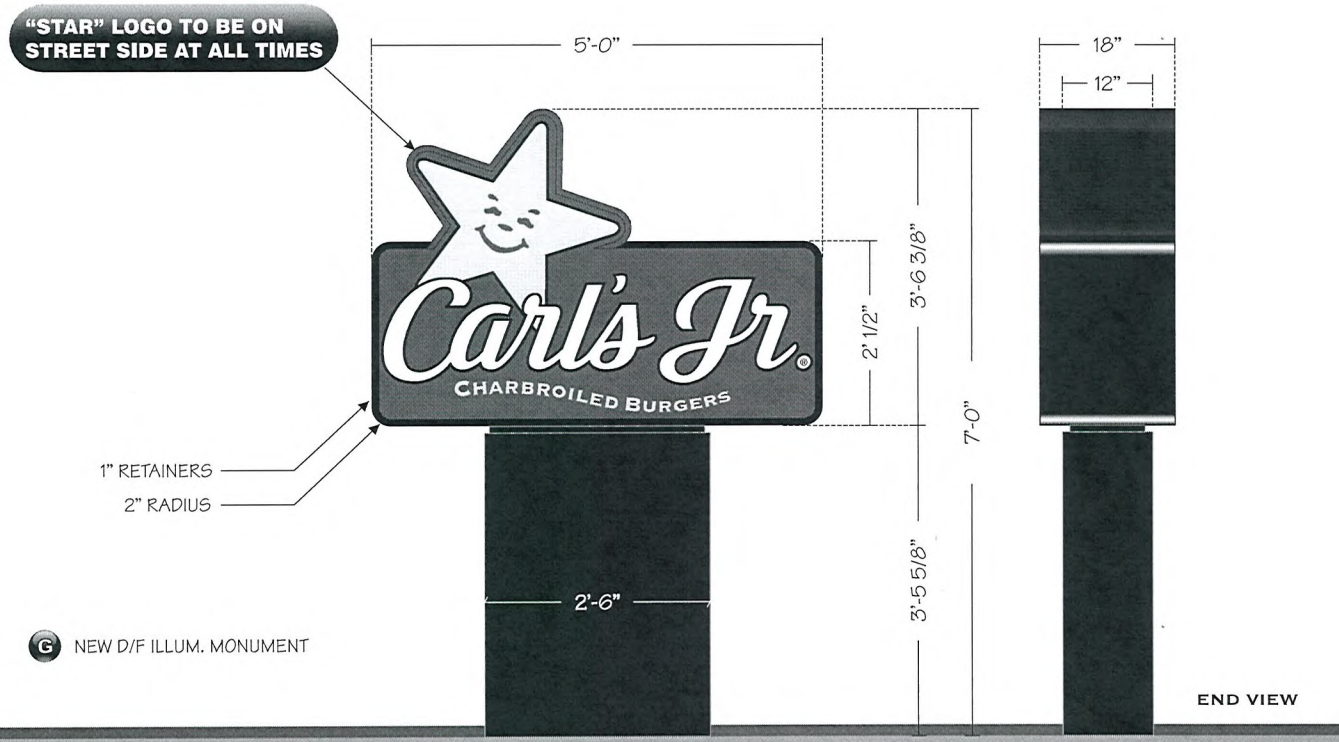
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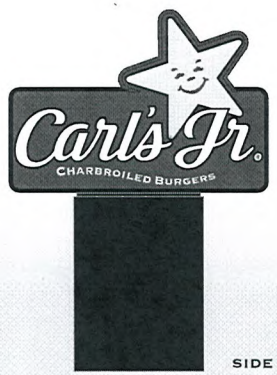
VAR-38114
MSP-38116



Specifications:

CABINET:	FABRICATED ALUMINUM, 18" DEEP WITH 1" WIDE RETAINERS. "CARL'S JR." CABINET TO BE PAINTED BLACK, PAINT "STAR" CABINET FRAZEE "CHERRY RED" #6355.
FACES:	WHITE LEXAN WITH FIRST SURFACE APPLIED CUT/REVERSE CUT TRANSLUCENT VINYL GRAPHICS AS ILLUSTRATED.
POLE COVER:	FABRICATED ALUMINUM, 12" DEEP WITH TEX-COTE FINISH, PAINTED BLACK FLAT FINISH.
ILLUMINATION:	INTERNAL H.O. FLUORESCENT LAMPS.
SWITCH:	TAMPER RESISTANT SWITCH: UL APPROVED 15A-120/277V 'LEVITON' #1101-2L WITH KEYED WATERPROOF COVER.

ALL WIRING & COMPONENTS TO MEET U.L. STANDARDS



BLACK
RED VINYL 3M-3630-73
YELLOW VINYL 3M-3630-015

NEW D/F ILLUMINATED MONUMENT SIGN

SCALE: 3/4" = 1'-0"

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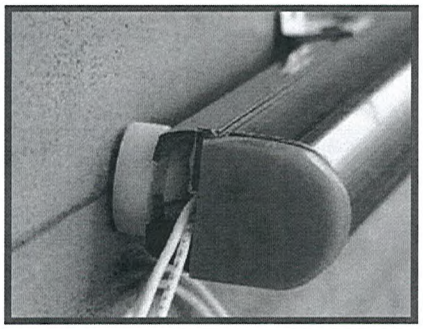
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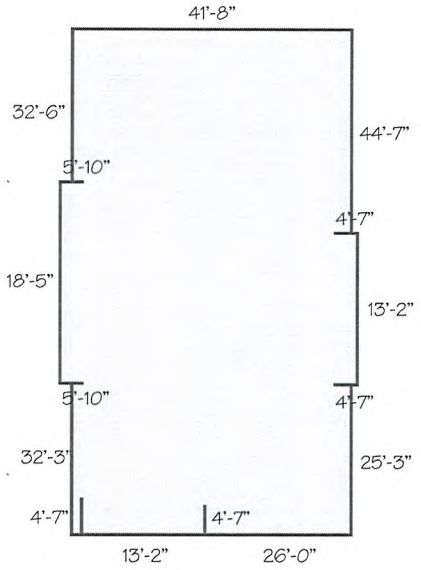
VAR-38114
MSP-38116

Specifications:

INSTALL "LED BORDER SYSTEM" RED LED BORDER 3" FROM BOTTOM OF COPING AND TRIM AS SHOWN ON INDIVIDUAL ELEVATION PACKAGES.





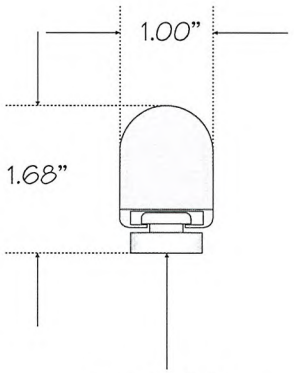


(H) NEW LED BORDER SYSTEM
277' LIN. FT. APPROX.

Sloan Components Used - UL #E215393
701189-10H-10' RED LED STRIPE
701189-8H-8' RED LED STRIPE
701189-6H-6' RED LED STRIPE
701189-4H-4' RED LED STRIPE
701189-2H-2' RED LED STRIPE
701189-1H-1' RED LED STRIPE
700940-300 WATT TRANSFORMERS
701158-120-10' HOOK-UP WIRE

- BRIGHT, WIDE VIEWING-ANGLE LEDS OFFER INTENSE, UNIFORM GLOW
- HIGH IMPACT, UV STABLE, HYDROCARBON INSENSITIVE, NON-FADING POLYMER TUBES
- 24 VOLT DC POWER SUPPLY POWERS UP TO 3 LEGS OF 30' (9 METERS) EACH, OR 90' (27.4 METERS) TOTAL
- CAN BE CUT-TO-FIT IN THE FIELD AND FACTORY BENT TO AN 8" RADIUS
- CONVENIENT LOCK-TIGHT, WATERPROOF CONNECTORS BETWEEN TUBES
- OPERATING TEMPERATURE: -40°C TO +85°C
- CONFORMS TO UL 48 STANDARDS
- MOUNTING BUTTONS FASTENED TO WALLS:
  W/ #12 TEK SCREWS IF INTO PLYWOOD
  W/ 1/4" X 1-1/2" METAL ANCHORS IF INTO CONCRETE

120 VOLTS - 16 AMPS



Mounting Button

LED BORDER SYSTEM

SCALE: NTS

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& MARKETING CORPORATION
DBA Visual Information Systems Co.
13580 5th St., Chino, CA 91710
Tel 909.591.4742 Fax 909.591.9792
e-mail: sales@nsmc.com
NV Lic# 0071619 - Exp. 8/31/10
Class: C-6 Limit: $950,000.00

Project: Carl's Jr.
Address: 7598 Vegas Dr., Las Vegas, NV
Phone: _____ **Account Mgr.** S. Rosenbloom
Designer: S. Duffy **Scale:** Noted **Date:** 04/20/2010

Client Approval:
Date: _____

APPROVED & RELEASED FOR CONSTRUCTION
Salesman Date

Revisions:

Drawing Number
24359

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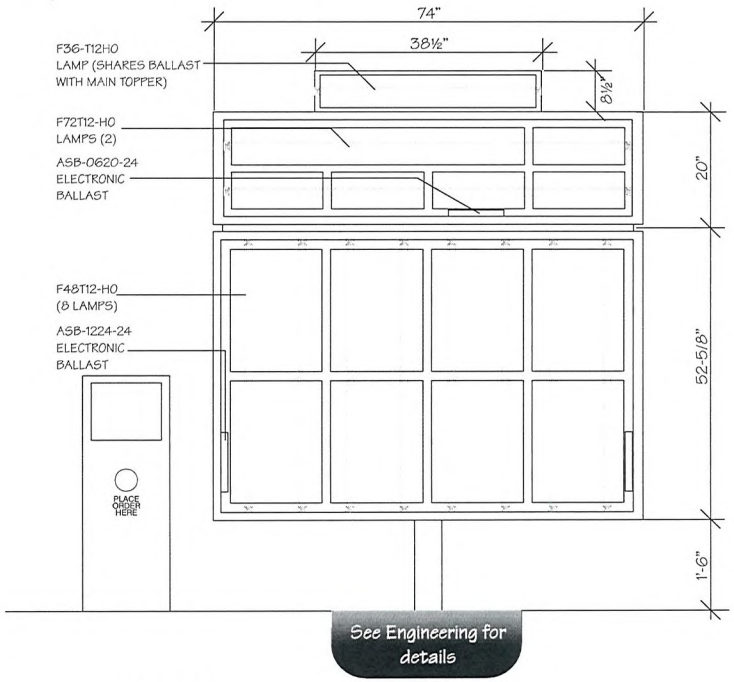
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MSP-38116

Install Only

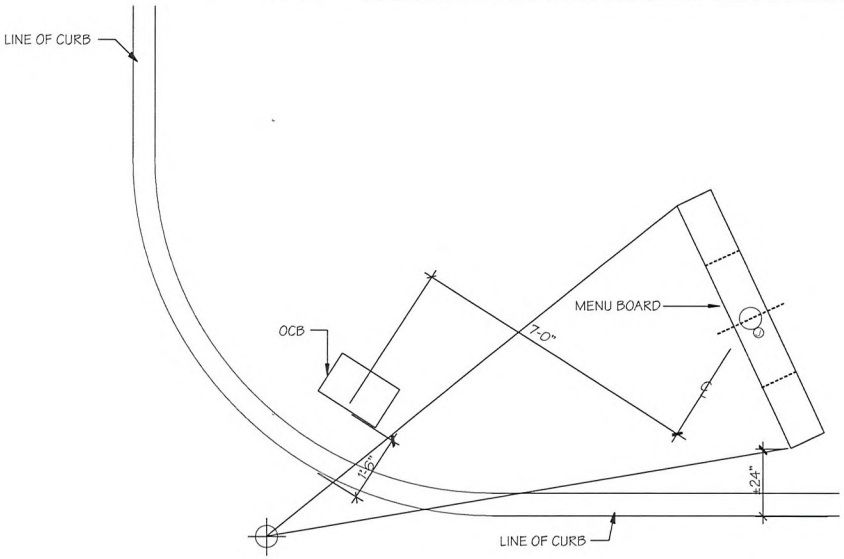
NOTE: ALL WORK TO COMPLY WITH 2005 SNEA & NEVADA ELECTRICAL CODE (NEC)

1 DRIVE-THRU MENU BOARD



ELEVATION

NOTE:
SEE SIZE OF EMBEDMENT SEPARATE SHEET.



MENU BOARD LAYOUT AT DRIVE THRU

SCALE: NTS

MENU BOARD SPECIFICATIONS

SINGLE FACED ILLUMINATED DRIVE-THRU MENU BOARD CABINET IS OF EXTRUDED ALUMINUM CONSTRUCTION WASHED AND PRIMED WITH ETCHING PRIMER AND PAINTED BLACK.

DOORS ARE TEMPERED GLASS PANELS WITH EXTRUDED ALUMINUM FRAMES MOUNTED ON PIANO HINGES. ALL DOORS TO LOCK WITH A UNIVERSAL KEY.

COPY PANELS ARE WHITE 1/8" ACRYLIC WITH PLASTIC "H" TRACK FOR 20 SLATS.

TRANSLITE PANELS ARE WHITE 1/8" ACRYLIC WITH 1/8" CLEAR OVERLAY.

ELECTRICAL SPECIFICATIONS

ONE (1) 20 AMP BREAKER. TOTAL OF 7 AMPS IN SIGN, 120 VOLT.

EXTERIOR MENU BOARD

SCALE: NTS

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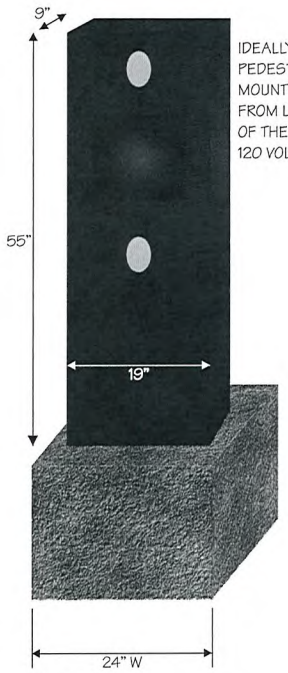
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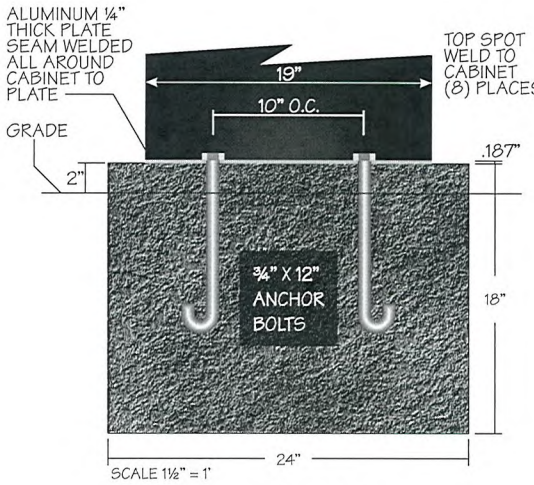
VAR-38114
MSP-38116

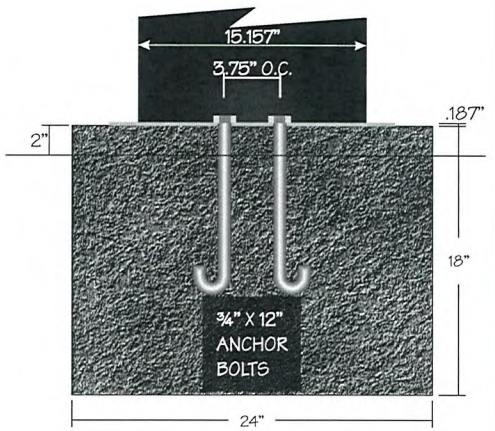
Install Only

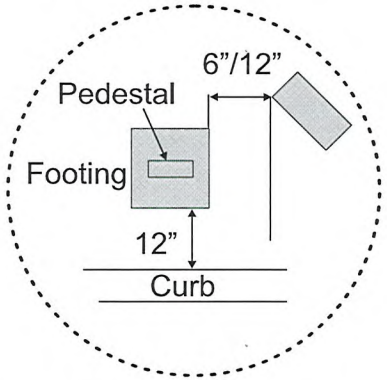
FOOTING TO BE DONE BY NSMC

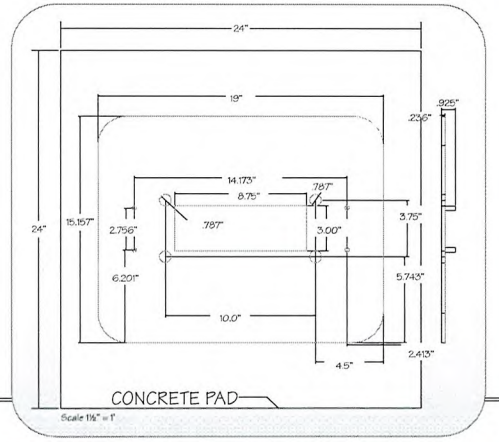


IDEALLY THE PEDESTAL WOULD BE MOUNTED 6" TO 12" FROM LEFT SIDE OF THE MENU BOARD 120 VOLTS - 2 AMPS









2 ORDER CONFIRMATION BOARD (FOOTING ONLY)

ORDER CONFIRMATION BOARD BUILT BY:
HyperActive Technologies
8 Foster Plaza, 4th Floor
730 Holliday Drive
Pittsburgh, PA 15220
Phone: 412.322.3060 Fax: 412.322.3121

SEE ENGINEERING FOR FOOTING DETAILS

ORDER CONFIRMATION BOARD

SCALE: NTS

NOTE: ALL WORK TO COMPLY WITH 2005 SNEA & NEVADA ELECTRICAL CODE (NEC)

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Class: C-6 Limit: $950,000.00

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Install Only

3 INTERIOR MENU BOARD

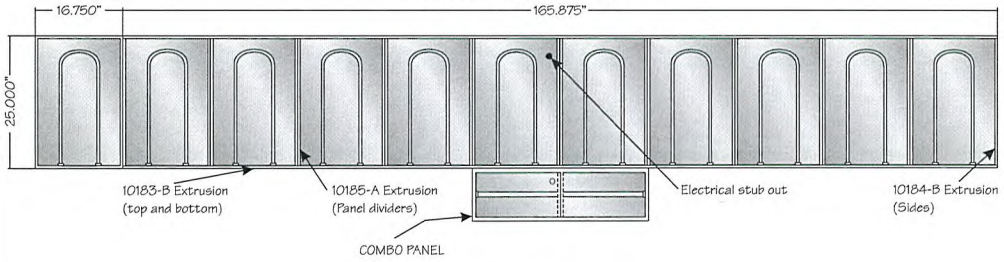
11 PANELS

MENU BOARD BUILT BY:
SIGN RESOURCE
P.O. BOX 549 - MAXWOOD, CA 90270
800-423-4283
323-771-2098
FAX 323-560-7143
WWW.SIGNSOURCE.NET

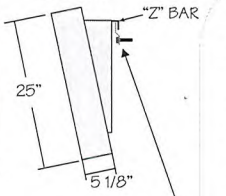
ALL MANUFACTURING BY OTHERS

INSTALL ONLY

PANEL MENU BOARD



SIDE VIEW

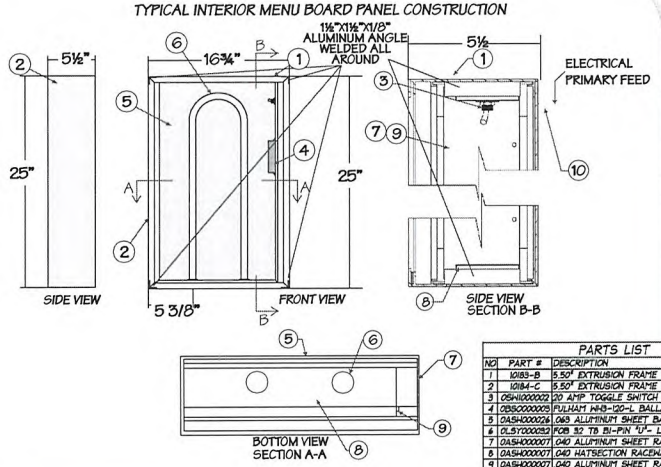


Construction:
- All aluminum extrusion construction, .0900 thick 6063-T5 alloy.
- All exposed surfaces of cabinets have a 5 step paint process including sanding, chemical degreasing, etching primer, polyurethane undercoat and polyurethane paint.
- All cabinets are manufactured to UL specifications and bear their label.

Installation:
10' 'Z' (supplied) is mounted to wall. Brackets mounted to rear of cabinet hang menu from 'Z' bar.
#14 Lag Bolts x3" Penetration every 16" O.C. (If dry wall & wood studs)
¼"X3" Toggle Bolts every 16" O. C. (If tile wall).

Electrical:
- 120 volts, 60 Hz
- 2.37 amps
- Hardware electrical connection by GC
- Replacement lamps: F80 32 T8/741
- Replacement ballasts: Advance REL-4P32-SC
- Provide separate circuit for all signs

TYPICAL INTERIOR MENU BOARD PANEL CONSTRUCTION



NO	PART #	DESCRIPTION	QTY
1	10183-B	5.50" EXTRUSION FRAME TOP & BOTTOM	2
2	10184-C	5.50" EXTRUSION FRAME FOR SIDE	2
3	05H1000002	20 AMP TOGGLE SWITCH	1
4	05S0000005	FULHAM HRA-120-L BALLAST	1
5	05H1000026	.063 ALUMINUM SHEET BACKING	1
6	05S7000023	FOB 32 T8 BI-PIN "U"- LAMP	1
7	05H1000007	.040 ALUMINUM SHEET RACEWAY	AR
8	05H1000007	.040 HATSECTION RACEWAY COVER	1
9	05H1000007	.040 ALUMINUM SHEET RACEWAY COVER	AR
10	05EM000013	5/8" BLACK SNAP BUSHING	1
11	DGAMTBKT	2 1/2" x 24 3/4" BRACKET	1

Voltage	Circuits	Current	Drawn By	Date
120 AC	[1] ONE	.55 AMPS	JM	12/20/04

Description	Checked By
25" X 16 3/4" 1 PANEL MENUBOARD	~

Sign Size	Design Load	Client	Page
2.90 SQ FT	30 PSF	CARL'S Jr.	1 OF 1



INTERIOR MENU BOARD

SCALE: NTS

NOTE: ALL WORK TO COMPLY WITH 2005 SNEA & NEVADA ELECTRICAL CODE (NEC)

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Class: C-6 Limit: $950,000.00

Project: Carl's Jr.
Address: 7598 Vegas Dr., Las Vegas, NV
Phone: _____ **Account Mgr.** S. Rosenbloom
Designer: S. Duffy **Scale:** Noted **Date:** 04/20/2010

Client Approval:
Date: _____

APPROVED & RELEASED FOR CONSTRUCTION
Salesman Date

Revisions:

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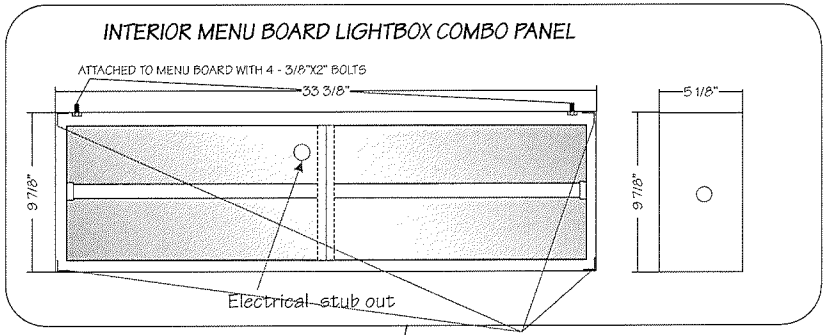
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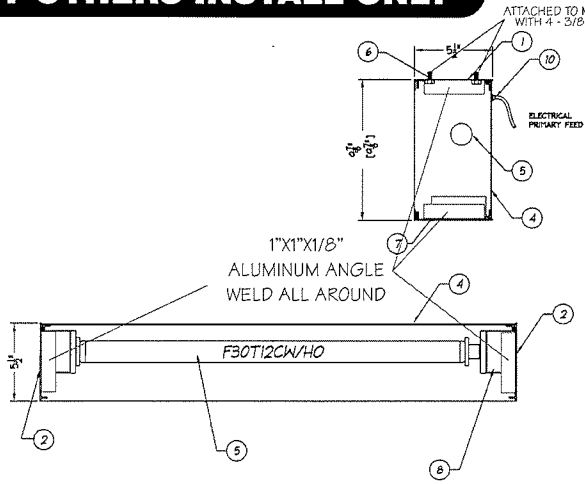
VAR-38114
MSP-38116

Install Only

ALL MANUFACTURING BY OTHERS INSTALL ONLY

4 INTERIOR MENU BOARD LIGHT BOX COMBO PANEL





PARTS LIST			
NO	PART #	DESCRIPTION	QTY
1	10183-B	5.50" EXTRUSION FRAME TOP & BOTTOM	1
2	10184-C	5.50" EXTRUSION FRAME FOR SIDE	1
3	OBS0000008	WORK HORSE 3 MODEL	1
4	GASH000026	.063 ALUMINUM SHEET BACKING	1
5	OLCH000008	F30 T12 CH/HO FLUORECENT LAMP	1
6	GASH000007	.040 ALUMINUM SHEET RACEWAY	AR
7	EXTO00420	ALUMINUM ANGLE 1"x1 1/2"x.188"	1
8	GASH000007	.040 HATSECTION RACEWAY COVER	1
9	GASH000007	.040 ALUMINUM SHEET RACEWAY COVER	AR
10	OEBH000035	5/8" BLACK SNAP BUSHING	1
11	10185-A	VERTICAL DIVIDER INT.	1

Voltage: 120 AC	Circuits: (1) ONE	Current: AMP	Drawn By: JM	Date: 12-16-04
Description: 8 1/2" X 33 3/8" COMBO INTERIOR LIGHTBOX MENUBOARD				Checked By: ~
Sign Size: 2.29 SQ FT	Design Load: 30 PSF	Client: CARL'S Jr.		Page: 1 OF 1
Part Number: CKE008	Drawing No.: CKE008			Rev.: A

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MENU BOARD BUILT BY:
SIGN RESOURCE
P.O. BOX 549 - MAXWOOD, CA 90270
800-423-4285
323-771-2099
FAX 323-560-7143
WWW.SIGNSOURCE.NET

Construction:
- All aluminum extrusion construction, .0900 thick 6063-T5 alloy.
- All exposed surfaces of cabinets have a 5 step paint process including sanding, chemical degreasing, etching primer, polyurethane undercoat and polyurethane paint.
- All cabinets are manufactured to UL specifications and bear their label.

Installation:
- This cabinet bolts to the bottom of the Carl's 10/11 panel interior menu, item #00036080. Using ¼"x1-½" bolts into nutserts pre-mounted at bottom of 10/11 menu board by manufacturer.

Electrical:
- 120 volts, 60 hz
- .40 amps
- Hardware electrical connection by GC
- Replacement lamps: F25T12/CW/30
- Replacement ballasts: LC-25/340-H2 (1 each)
- Replacement starter: FS-25
- Provide separate circuit for all signs

INTERIOR MENU BOARD LIGHTBOX COMBO PANEL

SCALE: NTS

NOTE: ALL WORK TO COMPLY WITH 2005 SNEA & NEVADA ELECTRICAL CODE (NEC)

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NV Lic# 0077619 - Exp. 8/31/10
Class: C-6 Limit: $950,000.00

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Designer: S. Duffy **Scale:** Noted **Date:** 04/20/2010

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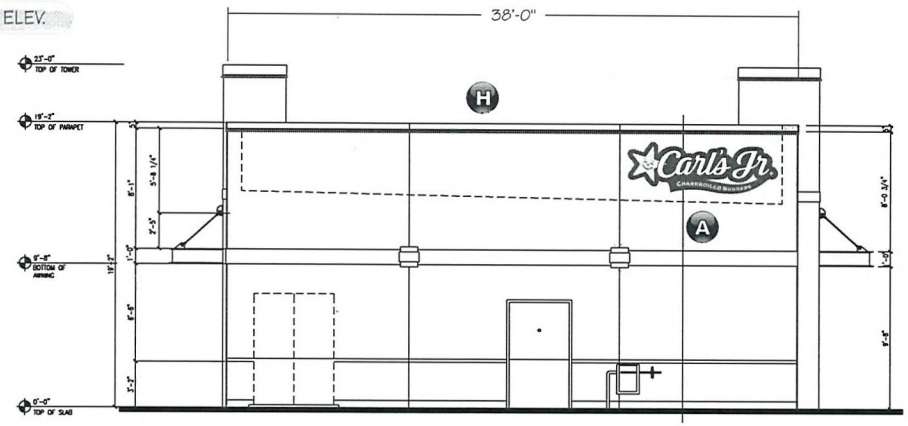
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MSP-38116

PROPOSED ELEV.



A 42" EMBOSSED ILLUM. "CARL'S JR." CLOUD SIGN

H NEW LED BORDER TUBE LIGHT SYSTEM
52'-1" LIN. FT. APPROX.

North Elevation

SCALE: 1/8"=1'

PROPOSED ELEV.



B 42" EMBOSSED ILLUM. "CARL'S JR." CLOUD SIGN

H NEW LED BORDER TUBE LIGHT SYSTEM
49'-7" LIN. FT. APPROX.

South Elevation

SCALE: 1/8"=1'

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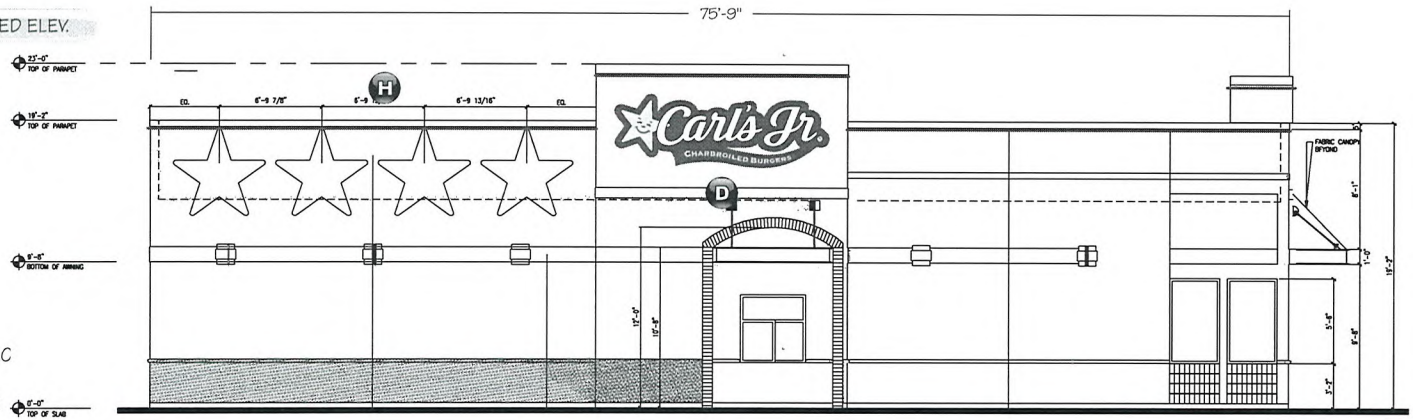
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PROPOSED ELEV.



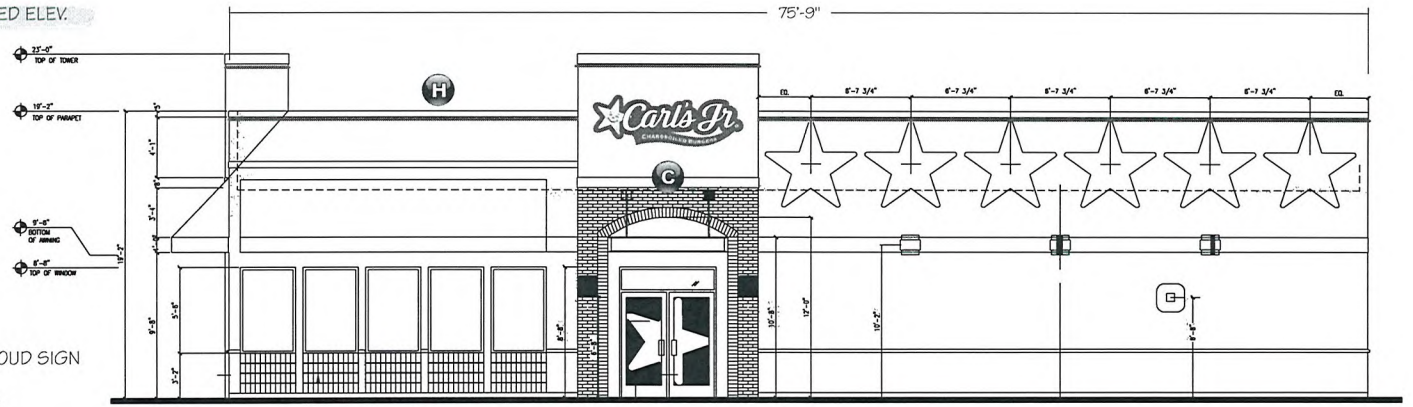
D 60" EMBOSSED ILLUM. "CARL'S JR." CLC

H NEW LED BORDER TUBE LIGHT SYSTEM 87'-9" LIN. FT. APPROX.

West Elevation

SCALE: 1/8"=1'

PROPOSED ELEV.



C 42" EMBOSSED ILLUM. "CARL'S JR." CLOUD SIGN

H NEW LED BORDER TUBE LIGHT SYSTEM 87'-7" LIN. FT. APPROX.

East Elevation

SCALE: 1/8"=1'

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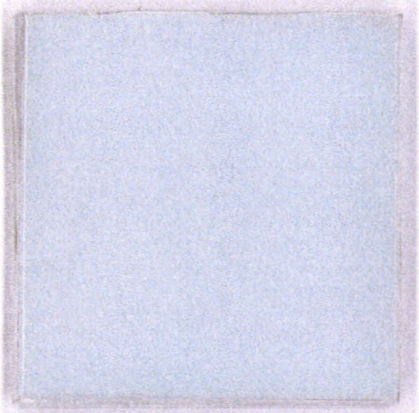
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National Sign & Marketing Corporation

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3/16" White Lexan

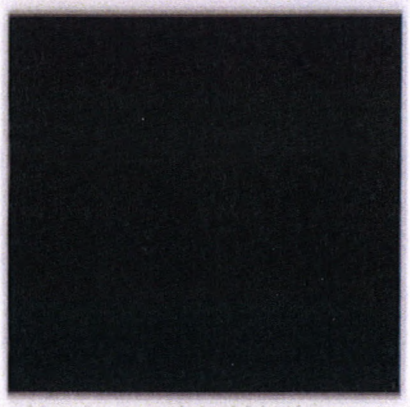


Cloud Sign Face

High Performance White Vinyl



Pre-coated aluminum returns



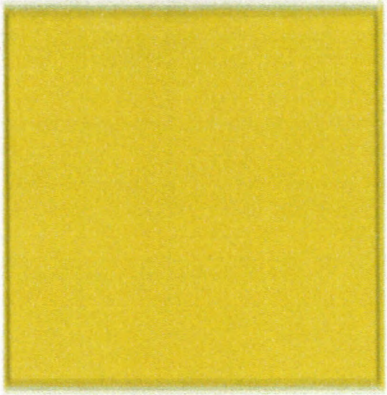
Aluminum painted black



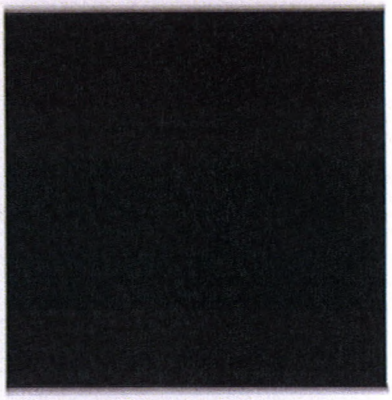
Aluminum painted cherry red



3M-3630-73 Red
Translucent Vinyl



3M-3630-15 Yellow
Translucent Vinyl



3M-180C-12 High Performance
Black Vinyl

Carl's Jr.
CHARBROILED BURGERS

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VAR-38114 & MSP-38116 – APPLICANT/OWNER: SEA BREEZE VILLAGE II, LLC
NORTHEAST CORNER OF BUFFALO DRIVE AND VEGAS DRIVE

05/20/10



VAR-38114 & MSP-38116 – APPLICANT/OWNER: SEA BREEZE VILLAGE II, LLC
NORTHEAST CORNER OF BUFFALO DRIVE AND VEGAS DRIVE

05/20/10



VAR-38114 & MSP-38116 – APPLICANT/OWNER: SEA BREEZE VILLAGE II, LLC
NORTHEAST CORNER OF BUFFALO DRIVE AND VEGAS DRIVE

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NORTHEAST CORNER OF BUFFALO DRIVE AND VEGAS DRIVE

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VISCO Visual Information Systems Company
ELECTRONIC SIGNS
CL #442769

National Sign & MARKETING CORPORATION
a division of Visual Information Systems Company
CL #745030

April 26, 2010

City Of Las Vegas
Development Services Center
731 South Fourth Street
Las Vegas, NV 89101

Justification Letter for Variance
For: Carl's Jr. Clearance Arm, 7598 Vegas Drive.

To Whom It May Concern:

Please see the attached submittal of a variance for a Drive Thru Clearance Arm for the Carl's Jr. Restaurant at 7598 Vegas Drive. This is an incidental sign which is seven feet six inches greater in height than the five feet allowed by code and has a logo and sign copy area greater than the 25% of the sign area allowed by code. This clearance bar has been designed to facilitate safer & faster ingress and egress through the drive thru lane. It accomplishes this by combining a height detector that is easier to see by the motoring public, with a menu of the more popular items that the restaurant offers. This combination helps citizens make quicker decisions regarding their patronage of the establishment. In addition, the clearance bar better identifies the drive thru in this busy shopping center, helping traffic flow more smoothly and safely. Therefore, we feel that the application is justified.

Should you have any questions, please feel free to contact me at your convenience.

Respectfully,

Ed Blend

Ed Blend
National Sign & Marketing Corporation
DBA: Visual Information Systems Company
13580 5th St.
Chino, CA 91710

Tel:909-287-7373
Cell: 760-912-5224
Email: eblend@nsmc.com

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APR 27 2010
VAR-38114

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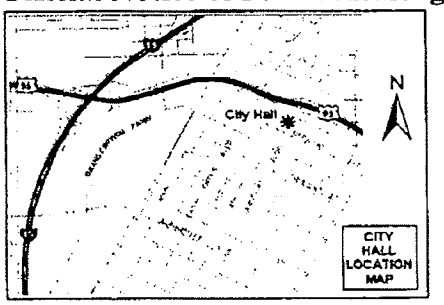
2010 JUL 12 P 12:39

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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UNITED STATES POSTAGE PITNEY BOWES
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☐ I SUPPORT this Request

☒ I OPPOSE this Request WE OPPOSE THIS REQUEST AGAIN!

Please use available blank space on card for your comments.

VAR-38114 & MSP-38116
City Council Meeting of 7/21/2010

ORESKOVICH MATTHEW D
JORDAN JOY M
1740 PACIFIC TERRACE DR
LAS VEGAS NV 89128-3278

APN#13822417013

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

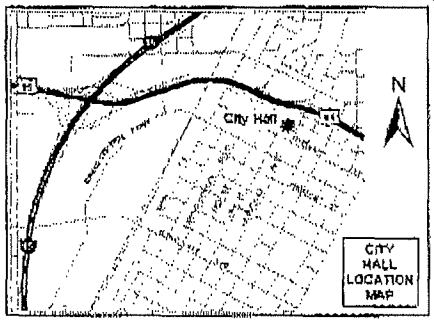
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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-38114 & MSP-38116
City Council Meeting of 7/21/2010

MORRIS TRACY S & BRIAN A
7521 COUNCIL AVE
LAS VEGAS NV 89128-3253

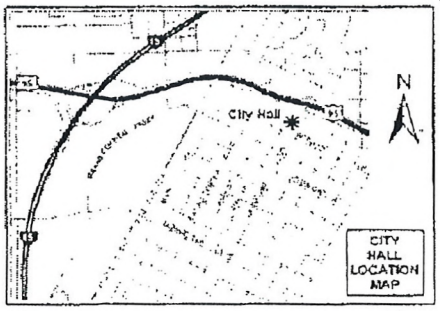
APN#13822416041

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-38114 & MSP-38116
City Council Meeting of 7/21/2010

KAWAMURA FAMILY LIVING TRUST
KAWAMURA HIDEO & JANE F TRS
9221 CROCUS AVE
FOUNTAIN VALLEY CA 92708-1449

APN#13822313006

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CITY CLERK
2010 JUL 12 A 8:00

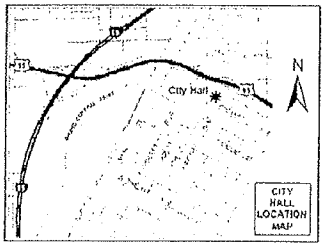
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Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-38114 & MSP-38116
City Council Meeting of 7/21/2010

IF THIS IS ALLOWED, THE NEXT STORE WILL HAVE A BIGGER SIZE!!! THIS HAS TO STOP AND VISIBILITY WILL BE A PROBLEM BECAUSE THIS IS BUSY TRAFFIC INTERSECTION.

ISAAC GREGORIO C& COLLEEN E
1524 PACIFIC TERRACE DR
LAS VEGAS NV 89128-0502

APN#13827111020

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

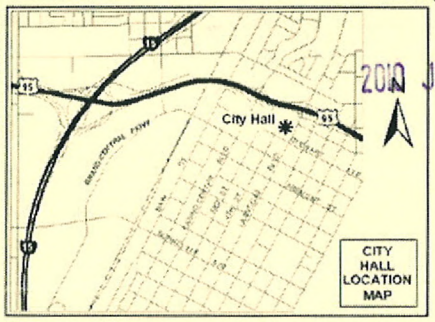
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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-38114 & MSP-38116
City Council Meeting of 7/21/2010

DEFRATES JAMES A & ERIN N
7620 VISTA HILLS DR
LAS VEGAS NV 89128-2795

APN#13821713001

Submitted after final agenda

Date 7/14/10 Item 96 & 97

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-38114 & MSP-38116
City Council Meeting of 7/21/2010

MERANTO JUDITH
7700 CONNEMARA AVE
LAS VEGAS NV 89128-2641

APN#13821716089

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-38114 & MSP-38116
City Council Meeting of 7/21/2010

1ANCHESTER PETER & SUSAN FAM
LANCHESTER SUSAN M TRS
1613 NIGHT BREEZE DR
LAS VEGAS NV 89128-3255

APN#13822416036

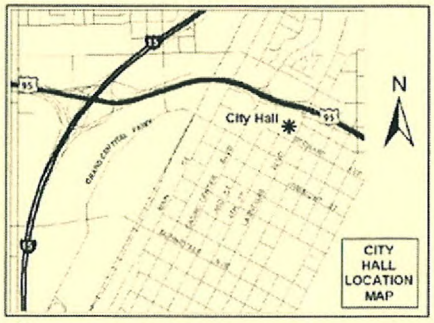
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Office Of The City Clerk
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Las Vegas, Nevada 89101

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2010 JUL 14 A 11:35

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-38114 & MSP-38116
City Council Meeting of 7/21/2010

COCHRAN BARBARA ELLEN &
1830 N BUFFALO DR #2017
LAS VEGAS NV 89128-2781

APN#13822314090

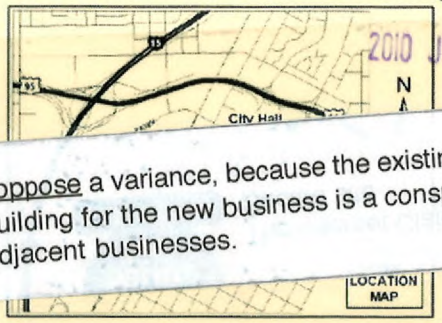
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Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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Official Notice of Public Hearing



I oppose a variance, because the existing regulations are sufficient to advertise this location. The entire building for the new business is a conspicuous advertisement, and no one has trouble seeing it....nor the adjacent businesses.

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-38114 & MSP-38116
City Council Meeting of 7/21/2010

Bruce Weber Tee

WEBER BRUCE E & KATHERINE REV
2817 BILLY CASPER DR
LAS VEGAS NV 89134-7848

APN#13828513110

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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Return Service Requested
Official Notice of Public Hearing



Why must we always try to uglify our city?

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

PACKER LINDA
1404 SEWARD ST #101
LAS VEGAS NV 89128-8068

Please use available blank space on card for your comments.

Please plant some nice Palm Trees & Flowers!!!!

APN#13828513232

VAR-38114 & MSP-38116
City Council Meeting of 7/21/2010

Application Information

VAR-38114 - APPLICANT/OWNER: SEA BREEZE VILLAGE II, LLC - Request for a Variance TO ALLOW A NINE-FOOT TALL MENU BOARD WHERE SEVEN FEET IS THE MAXIMUM HEIGHT ALLOWED AND TO ALLOW AN INCIDENTAL SIGN (CLEARANCE ARM) THAT IS 13 FEET TALL, 27 SQUARE FEET IN AREA AND CONTAINS A LOGO MAKING UP 67 PERCENT OF THE SIGN AREA WHERE SEVEN FEET IN HEIGHT, 12 SQUARE FEET IN AREA AND 50 PERCENT LOGO COVERAGE ARE ALLOWED on 0.52 acres at the northeast corner of Buffalo Drive and Vegas Drive (APN 138-22-418-011), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian).

MSP-38116 - APPLICANT/OWNER: SEA BREEZE VILLAGE II, LLC - Request for a Major Amendment to a previously approved Master Sign Plan (MSP-0006-02) on 13.41 acres at the northeast corner of Buffalo Drive and Vegas Drive (APN 138-22-418-007 through 011), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian).

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting: City Council
Date: *July 21, 2010*
Time: 1:00 P.M.
Location: City Council Chambers
400 Stewart Avenue
Las Vegas, Nevada

Any and all interested persons may appear and be heard at said meeting, or may, prior thereto, file written objections thereto or approvals thereof with the City Clerk, 1st Floor, City Hall, 400 Stewart Avenue, Las Vegas, Nevada, 89101. For further information, including the full staff report, please call (702) 229-6311 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.

Working

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2010 JUL 15 P 1:01

Weds

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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Official Notice of Public Hearing

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-38114 & MSP-38116

City Council Meeting of 7/21/2010

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CALDERONE ANTHONY & ANNA
1505 BLACKCOMBE ST #201
LAS VEGAS NV 89128-8020

APN#13828513014

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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The applicant has applied at least three times that I am aware for variances. When they decided to build they should have been aware of the zoning. This Variance Should Be Denied. Why have zoning regulations if people continue to ignore the regulations and apply for variances. Step up and say No. We don't need any more large signs around this intersection.

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments. None of the variance from this applicant should have been approved.

VAR-38114 & MSP-38116
City Council Meeting of 7/21/2010

LLOYD DARREL B & DOREEN F
1830 N BUFFALO DR #2006
LAS VEGAS NV 89128-2780

APN#13822314076

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400 Stewart Avenue
Las Vegas, Nevada 89101

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-38114 & MSP-38116
City Council Meeting of 7/21/2010

DIMICK RANDY SCOTT & BILLI JO
1830 N BUFFALO DR #2085
LAS VEGAS NV 89128-2645

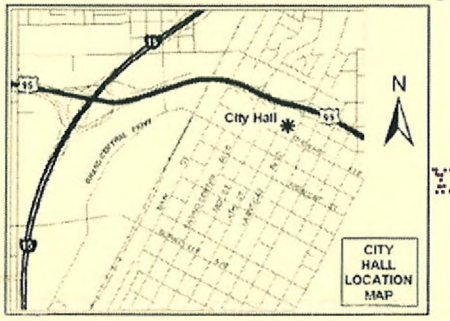
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XX. LAS VEGAS NV 890 07-09-10

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-38114 & MSP-38116
City Council Meeting of 7/21/2010

PRESTEGARD STEPHEN
N3100 W SILVER LAKE DR
WAUPACA WI 54981-9551

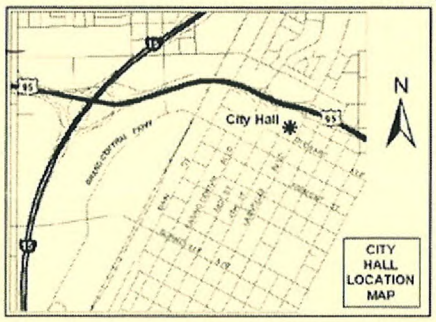
APN#13822314014

City of Las Vegas
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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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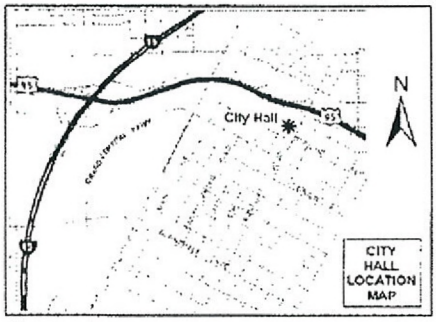
VAR-38114 & MSP-38116
City Council Meeting of 7/21/2010

HANDELSMAN YEHUDA & NAVA DINA
3934 ROCK HAMPTON DR
TARZANA CA 91356-5718

APN#13822315087

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-38114 & MSP-38116
City Council Meeting of 7/21/2010

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2010 JUL 16 P 3:20

HOUSTON LIVING TRUST
HOUSTON JOHN A & MARJORIE T TRS
778 ROCKWOOD DR
SAN JOSE CA 95129-2325

APN#13822416090

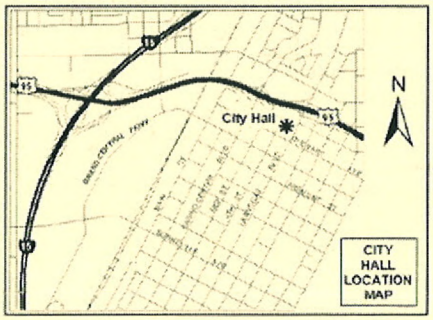
City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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2010 JUL 19 A 11:20

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Official Notice of Public Hearing



YX LAS VEGAS NV 890 07-09-10

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-38114 & MSP-38116
City Council Meeting of 7/21/2010

BROOKS STUART J & CARMEN A
10566 COLEBROOK ST
SUNLAND CA 91040-1402

APN#13821716086

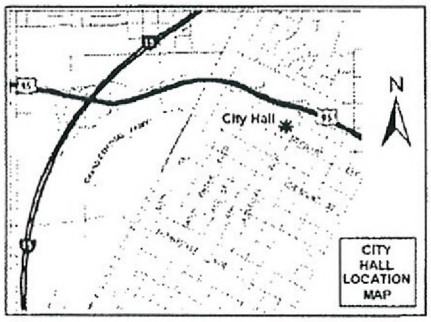
Submitted after meeting
Date 7/19/10 Item 96+97.

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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IX LAS VEGAS NV 890 07-09-10

Please DO NOT Allow this variance - there is no logical reason to do so!

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-38114 & MSP-38116
City Council Meeting of 7/21/2010

SMASAL MARK S
SHEFFIELD PATRICIA A
P O BOX 1430
ST GEORGE UT 84771-1430

APN#13821819030

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2010 JUL 20 P 2:13

001

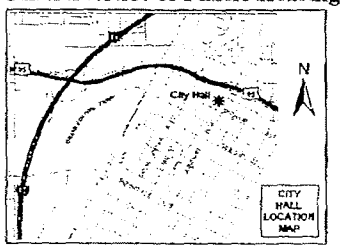
07/12/2010 MON 06:55 [TX/RX NO 8059] 001

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41⁴
0004279218 JUL 08 2010
MAILED FROM ZIP CODE 89101

Return Service Requested
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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-38114 & MSP-38116
City Council Meeting of 7/21/2010

MANZANO RAUL & GRACIELA REV TR
MANZANO RAUL & GRACIELA TRS
14318 SAN ARDO DR
LA MIRADA CA 90638-4312

APN#13827116002

RECEIVED
CITY CLERK
2010 JUL 12 A 8:00

ENCLOSED

07/12/2010 07:54 FAX

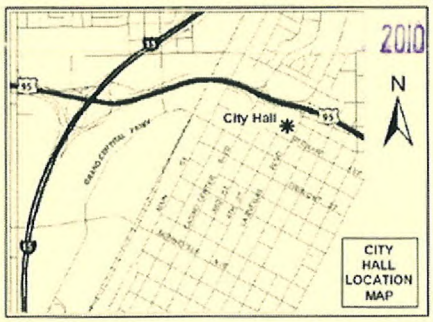
City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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CITY CLERK
2010 JUL 14 A 11:35

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UNITED STATES POSTAGE
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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-38114 & MSP-38116
City Council Meeting of 7/21/2010

AUSTIN DAVID A & JEANETTE B
1404 BELLGLEN DR
LAS VEGAS NV 89128-0531

APN#13827116018

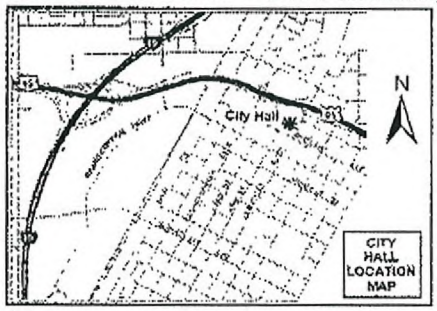
City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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UNITED STATES POSTAGE
PITNEY BOWES
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0004279218 JUL 08 2010
MAILED FROM ZIP CODE 89101

2010 JUL 14 A 10:49
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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-38114 & MSP-38116
City Council Meeting of 7/21/2010

DOMINGUEZ ERIC L & AMALIA E
3592 COVENTRY GARDENS DR
LAS VEGAS NV 89135-2894

APN#13821821013

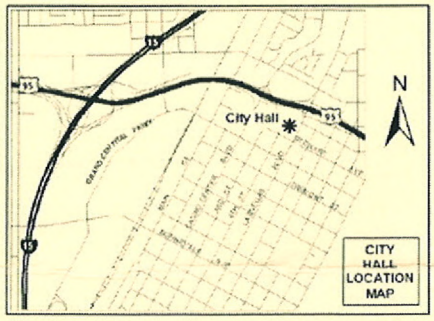
City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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UNITED STATES POSTAGE PITNEY BOWES

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0004279218 JUL 08 2010
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[√] I SUPPORT this Request [ ] I OPPOSE this Request

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VAR-38114 & MSP-38116
City Council Meeting of 7/21/2010

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2010 JUL 16 P 1:25
CITY CLERK

KASHANI ALI & SUSAN
5082 BAYONNE CIR
IRVINE CA 92604-3105

APN#13828513093

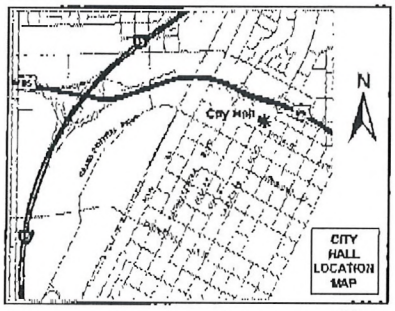
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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It will be an ugly and dangerous distraction to drivers!

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-38114 & MSP-38116
Planning Commission Meeting of 6/24/2010

Case: VAR-38114
13821818002
DISAVINO ANDREW
7720 SIERRA PASEO LN
LAS VEGAS NV 89128-2754

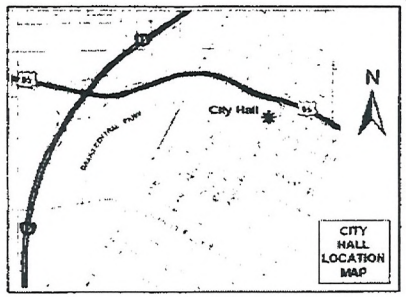
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JUN 15 2010

25-26 P

From:Triple Five Group of Companies 702 430 5810 06/14/2010 08:25 #429 P.001/001

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Planning & Development Department
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731 S. Fourth Street
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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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VAR-38114 & MSP-38116
Planning Commission Meeting of 6/24/2010

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0004279218 JUN 11 2010
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Case: VAR-38114

13822417013
ORESKOVICH MATTHEW D
1740 PACIFIC TERRACE DR
LAS VEGAS NV 89128-3278

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JUN 14 2010

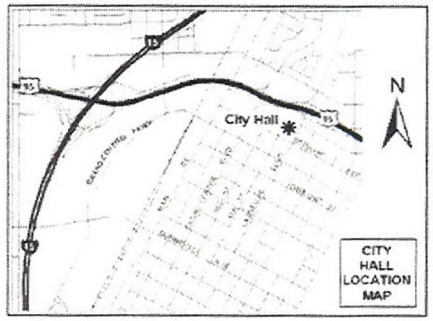
25-26 P

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VAR-38114 & MSP-38116
Planning Commission Meeting of 6/24/2010

RECEIVED
JUN 18 2010

Case: VAR-38114
13821814040
WALKER PHILLIP E & LORENE F
1613 INDIAN COVE LN
LAS VEGAS NV 89128-7313

DAVOSIA 89128

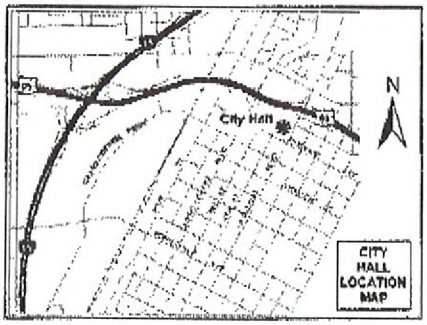
Submitted after final agenda
Date 6/18/10 Item 25-14

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Planning & Development Department
Development Services Center
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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-38114 & MSP-38116
Planning Commission Meeting of 6/24/2010

Case: VAR-38114
13822416041
MORRIS TRACY S & BRIAN A
7521 COUNCIL AVE
LAS VEGAS NV 89128-3253

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JUN 18 2010

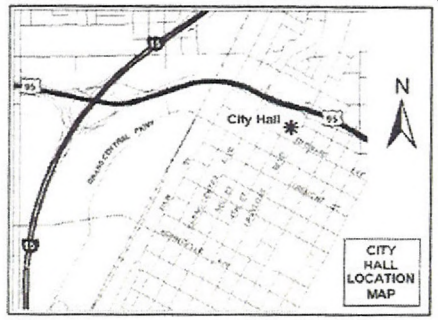
Submitted after final agenda
Date Item 25-26 P

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Las Vegas, Nevada 89101-2986

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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VAR-38114 & MSP-38116
Planning Commission Meeting of 6/24/2010

RECEIVED
10 JUN 21 PM 4:15
PLANNING AND DEVELOPMENT

Case: VAR-38114
13822315060
DIMICK RANDY SCOTT & BILLI JO
1830 N BUFFALO DR #2085
LAS VEGAS NV 89128-2645

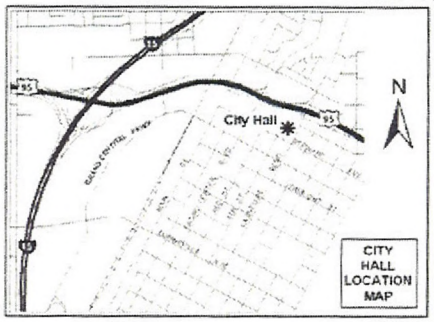
Submitted after final agenda
Date
Item 25-26 P

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731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-38114 & MSP-38116
Planning Commission Meeting of 6/24/2010

RECEIVED
10 JUN 21 PM 4:16
PLANNING & DEVELOPMENT

Case: VAR-38114
13821715031
ALMENDRAL DENNIS M & EVELYN P
155 VALLEY VIEW WY
S SAN FRANCISCO CA 94080-5553

9408083553 C017

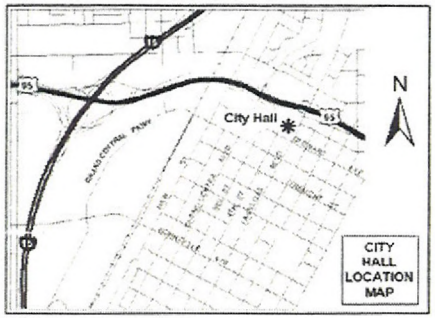
Submitted after final agenda
Date
Item 25-26 P

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Las Vegas, Nevada 89101-2986

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VAR-38114 & MSP-38116
Planning Commission Meeting of 6/24/2010

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10 JUN 21 PM 1:
PLANNING & DEVELOPMENT

Case: VAR-38114
13822416036
1ANCHESTER PETER & SUSAN FAM TR
1613 NIGHTBREEZE DR
LAS VEGAS NV 89128-3255

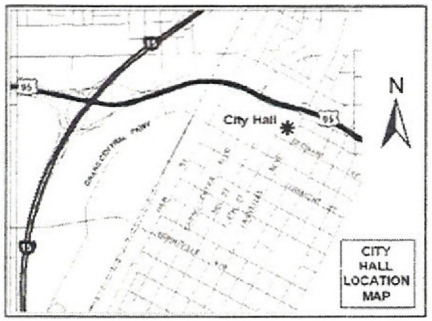
Submitted after final agenda
Date
Item 25-26 P

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☑ I OPPOSE this Request

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VAR-38114 & MSP-38116
Planning Commission Meeting of 6/24/2010

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Case: VAR-38114
13828513257
KIM MAGDALENA OKJA
7624 PACIFIC HILLS AVE #201
LAS VEGAS NV 89128-8059

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Date
Item 25-26
P

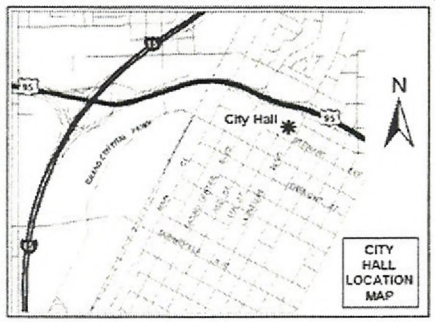
City of Las Vegas
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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-38114 & MSP-38116
Planning Commission Meeting of 6/24/2010

I absolutely ~~oppose the construction~~ of such an ugly sign. I want to make my community look nice.

Case: VAR-38114

13828513232
PACKER LINDA
1404 SEWARD ST #101
LAS VEGAS NV 89128-8068

This atrocious signage needs to be prohibited. Where do people get such bad ideas?

DROP IT ASIDE

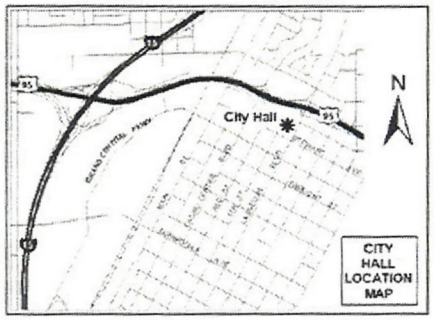
item 25 p

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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UNITED STATES POSTAGE
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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-38114 & MSP-38116
Planning Commission Meeting of 6/24/2010

Case: VAR-38114

13821813025
POLICH VELMA C
7608 PRAIRIE CORNERS DR
LAS VEGAS NV 89128-7315

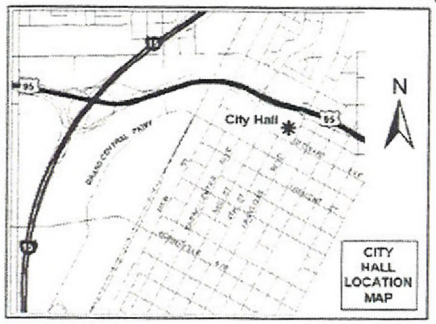
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JUN 17 2010

Submitted after final agenda
Date
Item 06-24 P

JACKIE PERENCHIO

1620 INDIAN COVE LANE • LAS VEGAS, NV 89128

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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VAR-38114 & MSP-38116

Planning Commission Meeting of 6/24/2010

There is enough distraction on 3 corners. There are many wrecks here on this intersection.

RECEIVED
JUN 17 2010

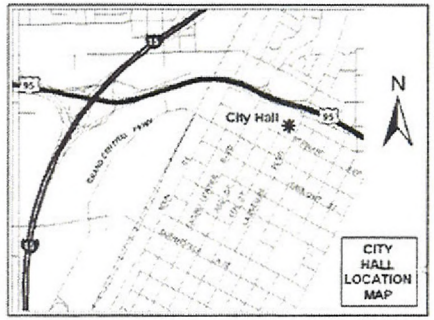
Submitted after final agenda
Date
Item 25-24
P

City of Las Vegas
Planning & Development Department
Development Services Center
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Las Vegas, Nevada 89101-2986

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☒ I OPPOSE this Request

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VAR-38114 & MSP-38116
Planning Commission Meeting of 6/24/2010

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JUN 17 2010

Case: VAR-38114
13822314090
COCHRAN BARBARA ELLEN & STEVEN M
1830 N BUFFALO DR #2017
LAS VEGAS NV 89128-2781

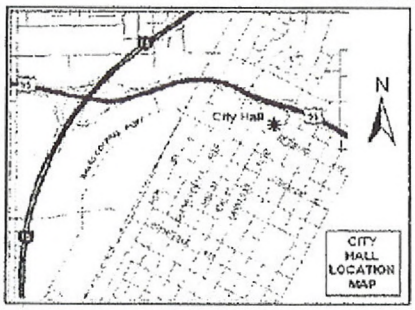
Submitted after final agenda
Date
Item 25-26
P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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$ 00.41

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VAR-38114 & MSP-38116
Planning Commission Meeting of 6/24/2010

Case: VAR-38114
13822313006
KAWAMURA FAMILY LIVING TRUST
9221 CROCUS AVE
FOUNTAIN VALLEY CA 92708-1449

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JUN 17 2010

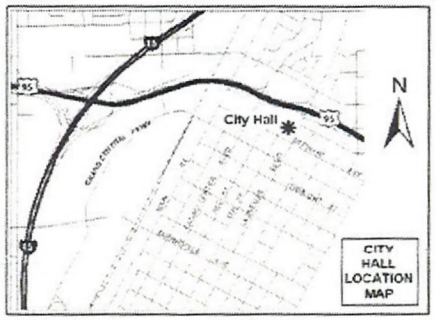
Submitted after final agenda
Date Item 25-26 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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I oppose any more car lot signs at this intersection

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JUN 16 2010

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☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-38114 & MSP-38116
Planning Commission Meeting of 6/24/2010

Case: VAR-38114
13822314076
LLOYD DARREL B & DOREEN F
1830 N BUFFALO DR #1006
LAS VEGAS NV 89128-2780

Submitted after final agenda
Date
Item 05-24

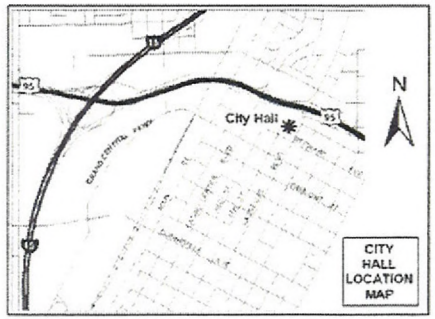
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 JUN 11 2010
MAILED FROM ZIP CODE 89101

Return Service Requested

Official Notice of Public Hearing



RECEIVED
JUN 18 2010

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-38114 & MSP-38116

Planning Commission Meeting of 6/24/2010

Case: VAR-38114

13827116018
AUSTIN DAVID A & JEANETTE B
1404 BELLGLEN DR
LAS VEGAS NV 89128-0531

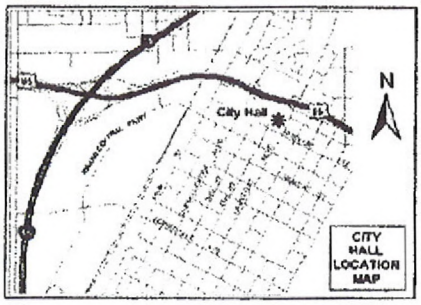
Submitted after final agenda
Date
Item 25-A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 JUN 11 2010
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-38114 & MSP-38116
Planning Commission Meeting of 6/24/2010

Case: VAR-38114

13822315081
MCCANN FAMILY TRUST
5440 W SAHARA AVE #102
LAS VEGAS NV 89146-0369

RECEIVED
JUN 17 2010

Submitted after final agenda
Date Item 25-26 A

City of Las Vegas Agenda Item No.: **77.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: SEPTEMBER 15, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
MSP-38116 – ABEYANCE ITEM - MASTER SIGN PLAN RELATED TO VAR-38114 - PUBLIC HEARING - APPLICANT/OWNER: SEA BREEZE VILLAGE II, LLC - Request for a Major Amendment to a previously approved Master Sign Plan (MSP-0006-02) on 13.41 acres at the northeast corner of Buffalo Drive and Vegas Drive (APN 138-22-418-007 through 011), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**14**	**Planning Commission Mtg.**	**2**
City Council Meeting	**17**	**City Council Meeting**	**5**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation
3. Justification Letter

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **MSP-38116** APN: 138-22-418-011

Name of Property Owner: SEA BREEZE VILLAGE II, LLC

Name of Applicant: Visual Information Systems Co.

Name of Representative: Ed Blend

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes ☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: HASKEL INY

Subscribed and sworn before me

This 9 day of March, 20 10

Trina M. Perales

Notary Public in and for said County and State

TRINA M. PERALES
Notary Public-State of Nevada
APPT. NO. 09-8929-1
My App. Expires December 12, 2012

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: AMEND MSP-2619

Project Address (Location) 7598 Vegas Dr.

Project Name Carl's Jr. **Proposed Use**

Assessor's Parcel #(s) 138-22-418-011 **Ward #** 4

General Plan: existing X proposed **Zoning:** existing X proposed

Commercial Square Footage **Floor Area Ratio**

Gross Acres .52 **Lots/Units** 1 **Density**

Additional Information AMEND THE SEABREEZE VILLAGE MSP TO INCLUDE INCIDENTAL SIGNAGE FOR CARL'S JR. RESTAURANT

PROPERTY OWNER SEA BREEZE VILLAGE II, LLC **Contact** JENNIFER ROBERTS

Address 770 N. BUFFALO #101 **Phone:** 702.258.5515 **Fax:** 702.430.5307

City LAS VEGAS **State** NV **Zip** 89128

E-mail Address jr@greatac.com

APPLICANT Visual Information Systems Co. **Contact** Ed Blend

Address 13580 5th St. **Phone:** 909-591-4742 **Fax:**

City Chino **State** CA **Zip** 91710

E-mail Address

REPRESENTATIVE Ed Blend **Contact**

Address 13580 5th St. **Phone:** 909-287-7373 **Fax:**

City Chino **State** CA **Zip** 91710

E-mail Address eblend@nsmc.com

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Haskel Irby

Subscribed and sworn before me

This 9 day of March, 20 10.

Trina M. Perales

Notary Public in and for said County and State

TRINA M. PERALES
Notary Public-State of Nevada
APPT. NO. 09-8929-1
My App. Expires December 12, 2012

FOR DEPARTMENT USE ONLY

Case #	MSP-3816
Meeting Date:	6/24/2010
Total Fee:	330.00
Date Received:*	4/27/2010
Received By:	MREX

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

VISCO Visual Information Systems Company
ELECTRONIC SIGNS
CL #442769

National Sign & MARKETING CORPORATION
CL #745030
a division of Visual Information Systems Company

April 26, 2010

City Of Las Vegas
Development Services Center
731 South Fourth Street
Las Vegas, NV 89101

Justification Letter for MSP 2619 Amendment
For: Carl's Jr. Restaurant Signage, 7598 Vegas Drive

To Whom It May Concern:

This is a submittal to amend the Master Sign Program (MSP-2619) to add the signage for the new Carl's Jr restaurant which has been built at 7598 Vegas Drive. The signs have been designed and placed to meet all city sign codes and requirements as far as height, separation from existing signs and be within the square footage allowed for this building. Our proposal includes the necessary design elements for Carl's Jr. to succeed while still maintaining an organized presentation and "classic diner" appearance. All other signs in the center are to remain the same as filed under the original sign program. Therefore, we feel that the application is justified.

Should you have any questions, please feel free to contact me at your convenience.

Respectfully,

Ed Blend
National Sign & Marketing Corporation
DBA: Visual Information Systems Company
13580 5th St.
Chino, CA 91710

Tel:909-287-7373
Cell: 760-912-5224
Email: eblend@nsmc.com

RECEIVED
APR 27 2010

VAR-38114
MSP-38116

City of Las Vegas Agenda Item No.: **78.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: OCTOBER 6, 2010

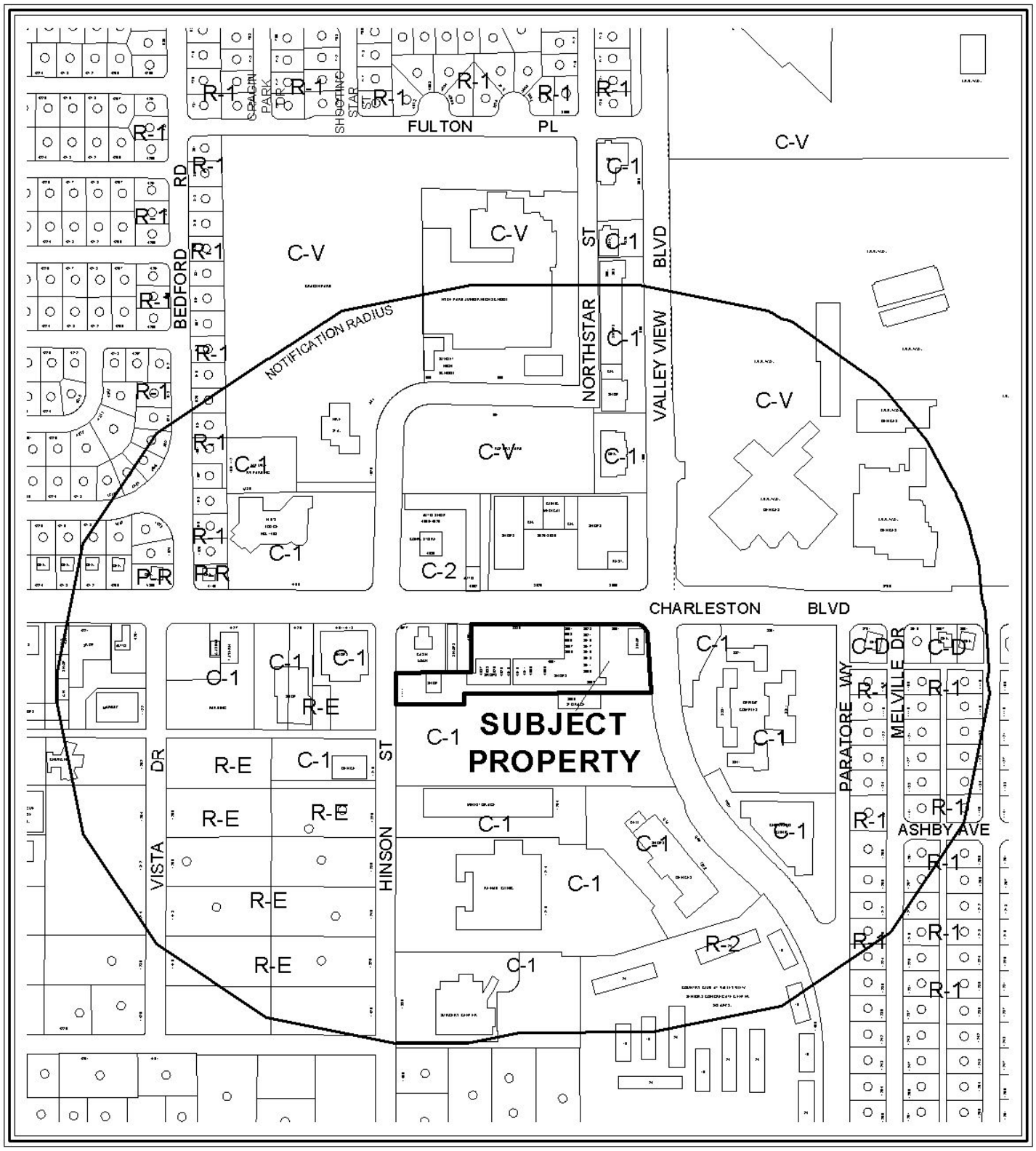
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SDR-37363 – ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT/OWNER: LIED FOUNDATION TRUST – Council Review of a request for a Major Amendment to an approved Site Development Plan Review TO ALLOW ZERO-FOOT LANDSCAPE BUFFERS AND NO PLANTING MATERIALS ALONG THE NORTH AND EAST PERIMETERS WHERE THREE AND FOUR FEET WERE PREVIOUSLY APPROVED, RESPECTIVELY on 2.81 acres at 3901 West Charleston Boulevard (APN 162-06-502-003), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**5**	**Planning Commission Mtg.**	**0**
City Council Meeting	**2**	**City Council Meeting**	**2**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Protest/Support Postcards
7. Backup referenced from the March 25, 2010 Planning Commission Meeting for SDR-37363



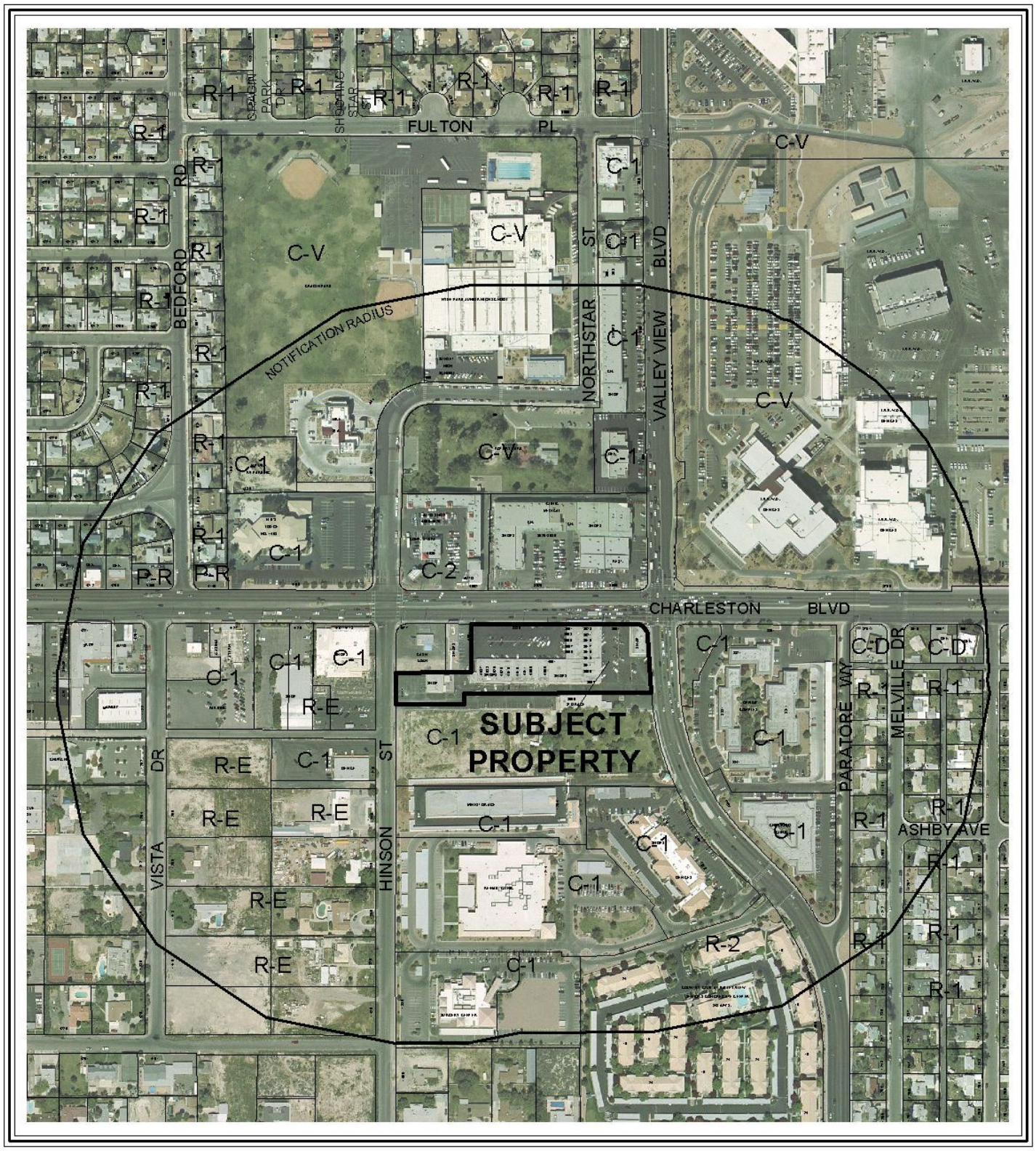
0 300 600 Feet

CASE: **SDR-37363**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



0 300 600 Feet

CASE: **SDR-37363**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: OCTOBER 6, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT/OWNER: LIED FOUNDATION TRUST

THIS ITEM WAS HELD IN ABEYANCE FROM THE OCTOBER 6, 2010 CITY COUNCIL MEETING AT THE REQUEST OF COUNCIL

** CONDITIONS **

The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

Planning and Development

1. This approval shall be void two years from the date of final approval, unless a final inspection has been conducted by the Planning and Development Department. An Extension of Time may be filed for consideration by the City of Las Vegas.

2. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

RG

Staff Report Page One
October 6, 2010 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Major Amendment to an approved Site Development Plan Review to allow zero-foot landscape buffers and no planting materials within the Charleston Boulevard and Valley View Boulevard perimeter landscape buffers, where three and four-foot buffers respectively, were previously approved at 3901 West Charleston Boulevard. There is an approved site plan and landscaping plan that was submitted as part of an approved building permit for the site in 1979.

ISSUES

- The landscape buffer area along Valley View Boulevard is sloped, and located adjacent to a bus stop. Staff can support the request for this area due to the topography of the buffer area and the damage to the buffer area from heavy foot traffic associated with the bus stop.

- A condition has been added to require a landscape buffer and planting materials along Charleston Boulevard as the applicant has provided no compelling justification for the removal of the required landscaping. With this condition, staff recommends approval of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc. and Property Sales	
02/27/63	The City Board of Commissioners approved a request of Rezoning (Z-0158-62) from R-E to R-4, for property generally located on the south side of West Charleston Boulevard, between Valley View Boulevard and Hinson Street. Planning Commission and staff recommended approval.
11/12/08	A Code Enforcement case (#71758) was processed for the business to remove graffiti at the rear/south wall of the building. The case was closed by Code Enforcement on 01/22/10.
03/25/10	The Planning Commission (7-0 vote) recommended APPROVAL (PC Agenda Item #28/rg).
Related Building Permits/Business Licenses	
03/16/79	A building permit (#1762) was approved for a new Restaurant at 3901 West Charleston Boulevard. The project was completed on 09/18/79.

05/15/91	A business license (B11-00400) was approved for a business supply store at 3901 West Charleston Boulevard. The license is active.
12/02/94	A building permit (#94358907) was approved to install an aluminum awning at 3901 West Charleston Boulevard. The project was completed on 02/14/95.
09/15/00	A business license (M18-01995) was approved for a consulting business at 3901 West Charleston Boulevard. The license is active.
03/21/01	A business license (B11-00651) was approved for a business supply store at 3901 West Charleston Boulevard. The license is active.
04/05/01	A business license (M18-02121) was approved for a consulting business at 3901 West Charleston Boulevard. The license is active.
03/28/02	A business license (Q01-00380) was approved for a real estate firm at 3901 West Charleston Boulevard. The license was marked out of business.
05/29/07	A business license (A44-00016) was approved for automobile sales at 3901 West Charleston Boulevard. The license is active.
Pre-Application Meeting	
02/09/10	A pre-application meeting with the applicant was held where elements of submitting a Site Development Plan Review to allow a zero-foot landscape buffer were discussed. The topics included: • The submittal of application materials, meeting dates, and deadlines were discussed.
Neighborhood Meeting	
A neighborhood meeting was not required, nor was one held.	
Field Check	
02/18/10	The site has banner signs on the south side of the building without permit per Title 19.14. A trash bin is located at the rear of the building at the parking area with no trash enclosure on-site.

Details of Application Request	
Site Area	
Gross Acres	2.81

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	General Retail	SC (Service Commercial)	C-1 (Limited Commercial)
North	Commercial Center	SC (Service Commercial)	C-1 (Limited Commercial)
South	Vacant	SC (Service Commercial)	C-1 (Limited Commercial)
East	Office	SC (Service Commercial)	C-1 (Limited Commercial)
West	General Retail	SC (Service	C-1 (Limited

		Commercial)	Commercial)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan		X	N/A
Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts			
A-O Airport Overlay District (175 Feet)	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.12.040, the following standards apply:

Landscaping and Open Space Standards				
Standards	***Required***		***Provided***	***Compliance***
	Ratio	***Trees***		
Buffer Trees: • North • East	By Approved Landscape Plan	2 Trees 0 Trees	3 Palm Trees 0 Trees	N*
TOTAL PERIMETER TREES		**2 Trees**	**3 Trees**	**N**
LANDSCAPE BUFFER WIDTHS				
Min. Zone Width • North • East	15 Feet 15 Feet		4 Feet 4 Feet	N

*The trees provided along Charleston Boulevard are not located in approved planter areas, but are clustered together further to the west.

ANALYSIS

This is a request for a Major Amendment to an approved Site Development Plan Review to allow zero-foot landscape buffers and no planting materials along Charleston Boulevard and Valley View Boulevard perimeter landscape buffers, where three and four feet respectively, were previously approved at 3901 West Charleston Boulevard.

The site was approved via building permit in 1979, with approved site and landscaping plans depicting perimeter landscaping along both Valley View Boulevard and Charleston Boulevard. At some point, the landscaping materials were removed and the buffer areas were filled with concrete. This request is to allow the concrete to remain. The landscape buffer area along Valley View Boulevard is sloped, and located adjacent to a bus stop. Staff can support the request for this area due to the topography of the buffer area and the damage to the buffer area from heavy foot traffic associated with the bus stop.

However, staff cannot support the request along Charleston Boulevard, as the applicant has provided no compelling justification for the removal of the required landscaping. A condition has been added to require a landscape buffer and planting materials to comply with the approved plans along Charleston Boulevard. With this condition, staff recommends approval of this request.

FINDINGS

The following findings must be made for a Site Development Plan Review:

1. **The proposed development is compatible with adjacent development and development in the area;**

   The proposed development contains an existing building and is compatible with adjacent development and development in the area as conditioned.

2. **The proposed development is consistent with the General Plan, this Title, the Design Standards Manual, the Landscape, Wall and Buffer Standards, and other duly-adopted city plans, policies and standards;**

   The site is not consistent with the site and landscape plans approved for the site in 1979.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   The site is accessed from Charleston Boulevard, a 100-foot Primary Arterial and Valley View Boulevard, an 80-foot Secondary Collector. The site access and circulation do not impact the adjacent roadways or neighborhood traffic and it is part of the existing commercial center.

4. **Building and landscape materials are appropriate for the area and for the City;**

   The existing building material is appropriate for the area and for the City. However, the perimeter landscaping buffer is non-existent. As conditioned, the landscape materials are appropriate for the area and for the City.

5. **Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable, or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;**

   The existing building elevations are not unsightly or obnoxious, and are compatible with development in the area.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   The proposed development is subject to permit review and inspection; therefore, appropriate measures will be taken to protect the health, safety, and general welfare.

PLANNING COMMISSION ACTION

The Planning and Development Department staff had proposed the additional condition: "*The perimeter landscaping buffer along Charleston Boulevard shall be landscaped with trees and shrubs in conformance with the site plan, date stamped 02/12/79 and landscape plan, date stamped, 02/13/79, except as amended by conditions herein. A final inspection by the Planning and Development Department staff shall be completed within 90 days of final approval."* The applicant requested this condition be removed and the Planning Commission concurred.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 20

NOTICES MAILED 90 (By City Clerk)

APPROVALS 2

PROTESTS 7

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SDR-37363** APN: 162-06-302-003

Name of Property Owner: LIED FOUNDATION TRUST

Name of Applicant: LIED FOUNDATION TRUST

Name of Representative: BARRY W. BECKER

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

_____ Yes __X__ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

RECEIVED
FEB 08 2010

Signature of Property Owner: Christina M. Hixson

Print Name: LIED FOUNDATION TRUST
CHRISTINA M. HIXSON, TRUSTEE

Subscribed and sworn before me

This 2ND day of FEBRUARY, 2010

Dennis H. Smith
Notary Public in and for said County and State

DENNIS H. SMITH
NOTARY PUBLIC
STATE OF NEVADA
My Commission Exp. June 22, 2012
Commission No: 92-3295-1

PLANNING & DEVELOPMENT
DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Review of Landscape & Modification request

Project Address (Location) 3889 W. CHARLESTON BLVD, LAS VEGAS, NV
for 3901 W. CHARLESTON BLVD.

Project Name _____ **Proposed Use** _____

Assessor's Parcel #(s) 162-06-502-003 **Ward #** _____

General Plan: existing _____ proposed _____ **Zoning:** existing _____ proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 2.81 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER LIED FOUNDATION TRUST **Contact** CHRISTINA M. HIXSON
Address 3907 WEST CHARLESTON BLVD **Phone:** 878-1559 **Fax:** 878-6469
City LAS VEGAS **State** NV **Zip** 89102
E-mail Address N/A

APPLICANT LIED FOUNDATION TRUST **Contact** CHRISTINA M. HIXSON
Address 3907 WEST CHARLESTON BLVD **Phone:** 878-1559 **Fax:** 878-6469
City LAS VEGAS **State** NV **Zip** 89102
E-mail Address N/A

REPRESENTATIVE BARRY W. BECKER **Contact** BARRY W. BECKER
Address 50 So. JONES BLVD **Phone:** 870-0212 EXT 6530 **Fax:** 870-4976
City LAS VEGAS **State** NV **Zip** 89108
E-mail Address _____

Property Owner Signature* Christina M. Hixson

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name LIED FOUNDATION TRUST, CHRISTINA M. HIXSON TRUSTEE

Subscribed and sworn before me

This 2ND day of FEBRUARY, 2010.

Dennis H. Smith
Notary Public in and for said County and State

DENNIS H. SMITH
NOTARY PUBLIC
STATE OF NEVADA
My Commission Exp. June 22, 2012
Commission No: 92-3295-1

RECEIVED
FEB 08 2010

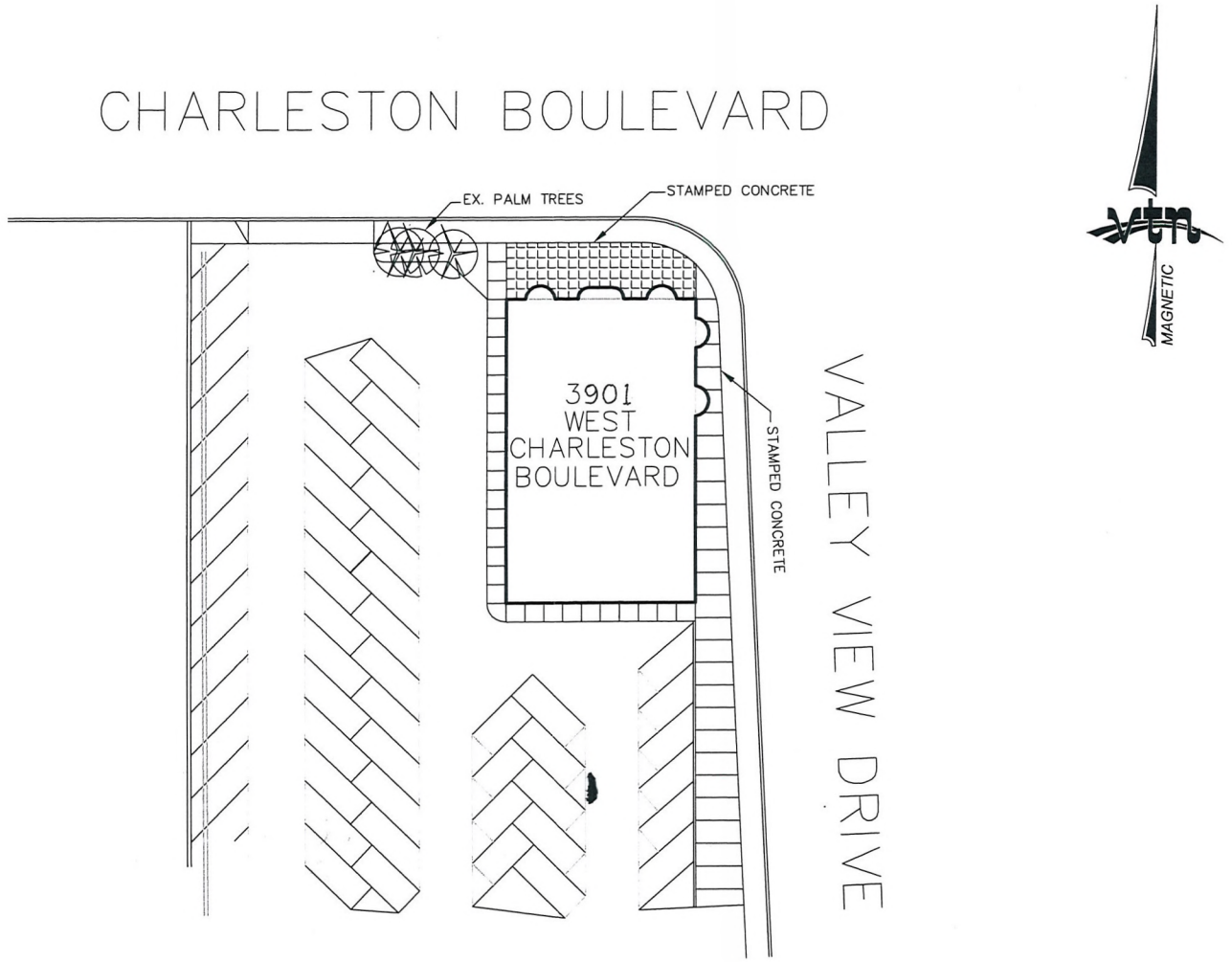
Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	SDR-37363
Meeting Date:	03/25/10
Total Fee:	$1030.00
Date Received:*	02/08/10
Received By:	Jonathan B.

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

f:\depot\Application Packet\Application Form.pdf



W.O.#: 0000
DATE: 1/05/2010
BY: JRA
SCALE: 30'
SHEET 1 OF

PRELIMINARY LANDSCAPE PLAN
FOR
CHARLESTON/VALLEY VIEW

SDR-37363
REVISED
03/25/10 PC

RECEIVED
MAR 04 2010

INDEX OF DRAWINGS

ARCHITECTURAL:

1.1 SITE PLAN, INDEX, GEN'L NOTES
2.1 FLOOR PLAN
2.2 FOUNDATION PLAN
2.3 EXT. ELEVATION
2.4 EXT. ELEV. DOOR SCHED. DETS.
2.5 REFLECTED CLG. PLAN

3.1 ROOF FRAMING, AIR COND'G.

4.1 BUILDING SECT., INT. ELEVS.
5.1 CONST. DETS.
6.1 PLUMBING PLAN.

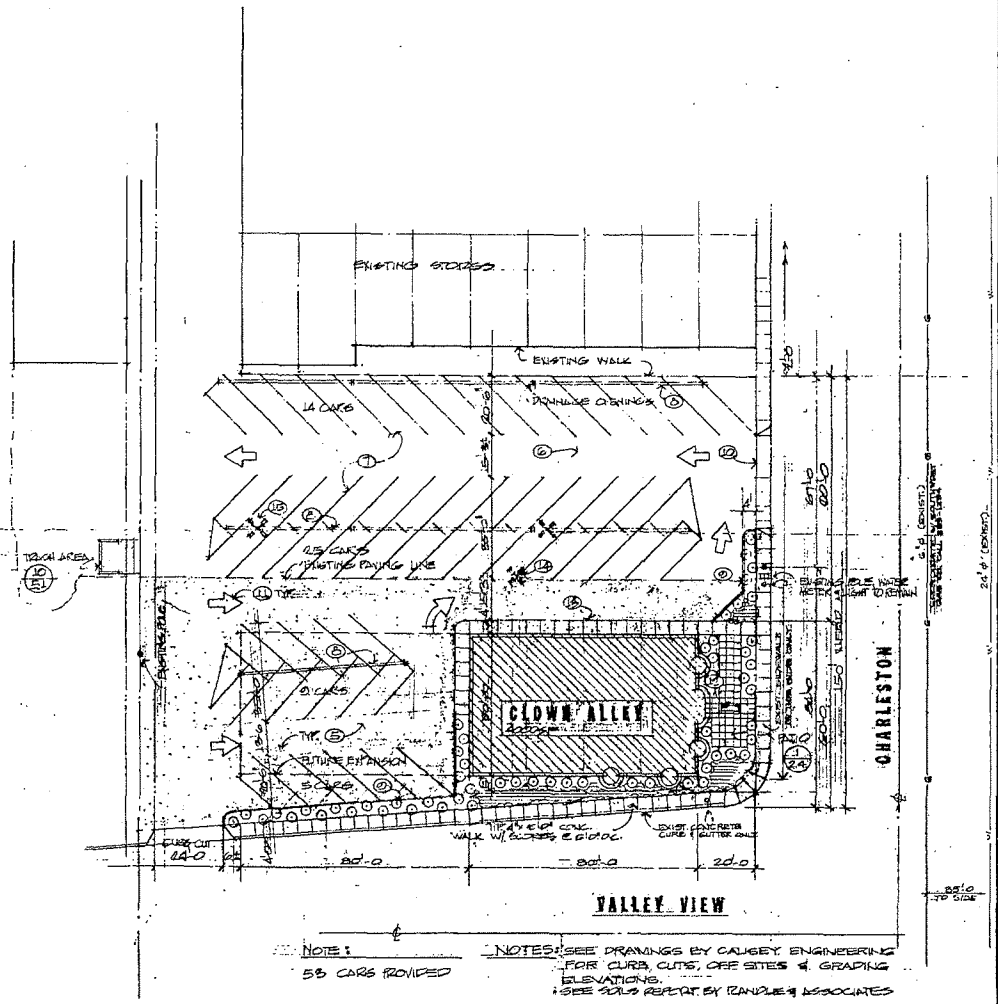
7.1 ELECT. PLAN & FIXTURES
7.2 ELECT. SYMBOLS & SCHEDULES
8.1 SPECIFICATIONS

GENERAL NOTES & SITE PLAN NOTES

1. ALL CONSTRUCTION TO BE EQUAL TO OR EXCEED MINIMUM REQUIREMENTS OF CURRENT EDITIONS OF UNIFORM BUILDING CODE, UNIFORM PLUMBING CODE, NATIONAL ELECTRICAL CODE, & LOCAL ORDINANCES.
2. ALL MATTERS RELATING TO THE USE OR INTERPRETATION OF THESE VARIOUS DRAWINGS, THE ARCHITECTS WRITTEN APPROVAL OR STATEMENT SHALL BE CONSIDERED FINAL.
3. CONTRACTOR TO PROVIDE COMPLETE, OPERABLE, AUTOMATIC WATERING SYSTEM TO ALL PLANTS AND PLANTED AREAS. SYSTEM TO BE OF SUFFICIENT SIZE & CAPACITY TO ESTABLISH NORMAL PLANT GROWTH IN ALL PLANTED AREAS AS SHOWN ON SHT. 1.1.
4. ALL RADII @ PLANTERS TO BE 3'-0 U.O.N.
5. 2" A.C. TO BE ROLLED OVER 6" PEA GRAVEL OVER CLEAN COMPACT BASE OF TYPE I OR BETTER.
6. PROVIDE NEW SEAL COAT AND STRIPING OVER EXISTING ASPHALT CONC. PAVING.
7. TYP. 8½'x20' STALLS W/4" PAINT STRIPES.
8. CONT. 6" CONC. BUMPER CURB.
9. 6" CONC. PLANTER CURB
10. EXISTING CURB CUT TO REMAIN
11. DIRECTION ARROW PAINTED ON A.C. (UNLESS LARGE SIZE AS INDICATED BY PLAN)
12. MYLON SIGN BY SIGN CO.
13. 4'-0 x 4" CONC. WALK
14. EXISTING LIGHT TO BE RELOCATED
15. NEW LIGHTING TO MATCH EXISTING

LANDSCAPE NOTES: ALSO SEE ⑤ ABOVE

- PFITZER JUNIPERS, 5 GAL. @ 6'-0 O.C.
- MULTI-COLORED TRAILING GAZANIA GROUND COVER FROM FLATS @ 6"-8" O.C.



NOTE:
58 CARS PROVIDED

NOTES: SEE DRAWINGS BY CAUGEY ENGINEERING FOR CURB CUTS, OFF SITES & GRADING ELEVATIONS.
SEE SOILS REPORT BY RANDLE & ASSOCIATES
SEE JOB SITE FOR CLEANING.

SITE PLAN
SC 1"=20'-0" 10/16/78

SEE STRUCTURAL CALCS BY ILIA BELANSKI, P.E.

APPROVED LANDSCAPING PLAN
Department of Community Planning & Development

GARY G. WILSON REGISTERED No. 548 ARCHITECT STATE OF NEVADA

SDR-37363
REVISED
03/25/10 PC

PROJECT: COMMERCIAL BLDG.
FOR: E. F. LEEDS
AT: VALLEY VIEW & CHARLESTON
LAS VEGAS, NEVADA

GARY GUY WILSON, A.I.A.
ARCHITECT
2385 E. FLAMINGO RD., SUITE 1, LAS VEGAS, NEVADA 89109
PHONE 457-7966

THIS SET, ITS PARTS OR DETAILS ARE NOT TO BE USED IN WHOLE OR IN PART BY ANY PERSON OR FIRM WHATSOEVER EXCEPT BY THE EXPRESS WRITTEN PERMISSION OF THE ARCHITECT. ANY UNAUTHORIZED USE WILL BE CONSIDERED AN INFRINGEMENT OF THE COPYRIGHT AND WILL BE PROSECUTED TO THE FULLEST EXTENT OF THE LAW.

PROJ. NO. 7811
DATE 10/16/78
APP'D BY
SHEET 1.1

A.P. 3901 W. Charleston

INDEX OF DRAWINGS

ARCHITECTURAL:

1.1 SITE PLAN, INDEX GEN'L NOTES
2.1 FLOOR PLAN
2.2 FOUNDATION PLAN
2.3 EXT. ELEVATION
2.4 EXT. ELEV. DOOR SCHED DETS.
2.5 REFLECTED CLG. PLAN

3.1 ROOF FRAMING, AIR COND'G.

4.1 BUILDING SECT., INT. ELEVS.
5.1 CONST. DETS.
6.1 PLUMBING PLAN.

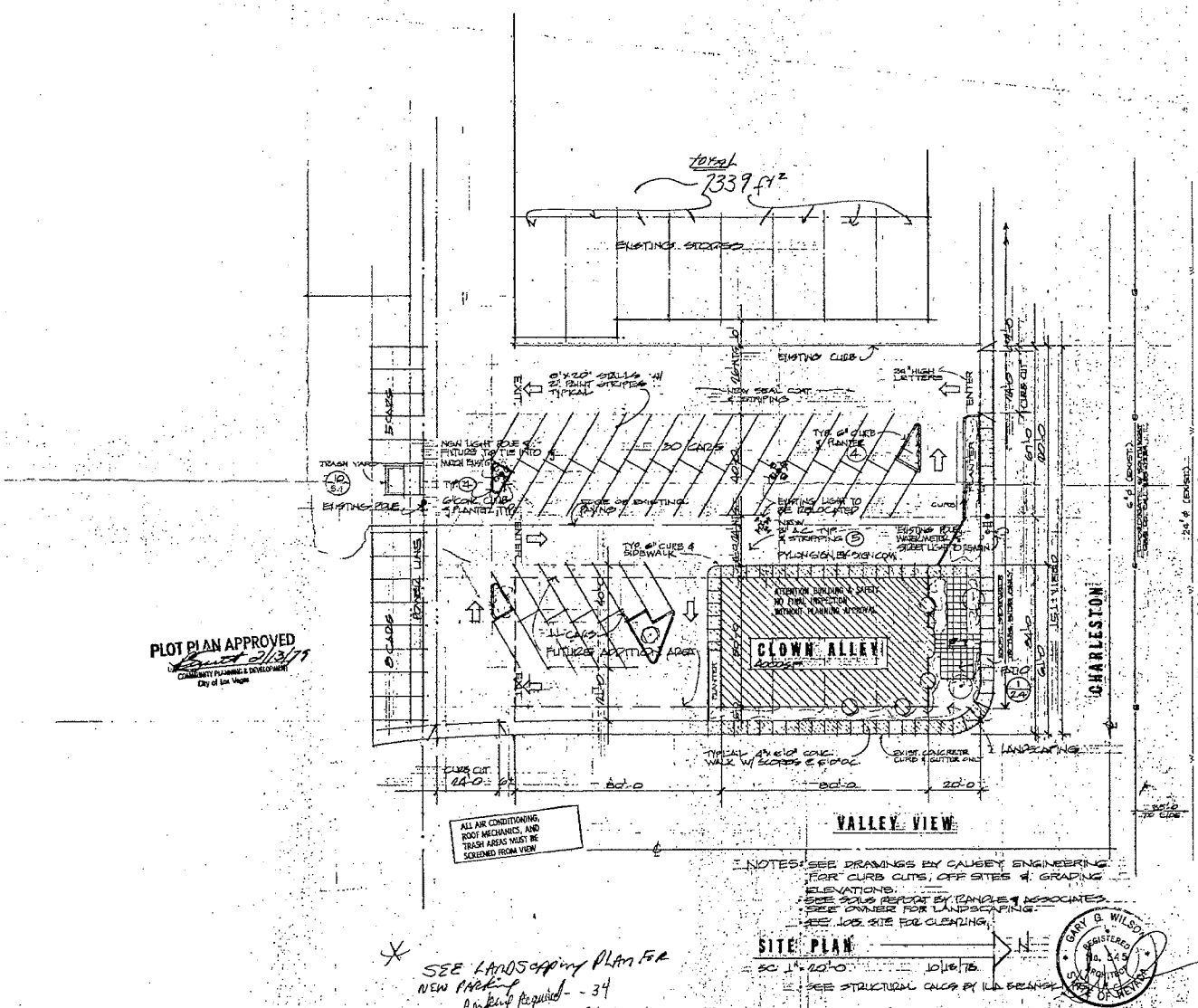
7.1 ELECT. PLAN & FIXTURES
7.2 ELECT. SYMBOLS & SCHEDULES
8.1 SPECIFICATIONS

GENERAL NOTES:

1. ALL CONSTRUCTION TO BE EQUAL TO OR EXCEED MINIMUM REQUIREMENTS OF CURRENT EDITIONS OF UNIFORM BUILDING CODE, UNIFORM PLUMBING CODE, NATIONAL ELECTRICAL CODE, & LOCAL AGENCIES.
2. ALL MATTERS RELATING TO THE USE OR INTERPRETATION OF THESE VARIOUS DRAWINGS, THE ARCHITECTS WRITTEN APPROVAL OR STATEMENT SHALL BE CONSIDERED FINAL.
3. CONTRACTOR TO PROVIDE COMPLETE, OPERABLE AUTOMATIC WATERING SYSTEM TO ALL PLANTS INCL. PLANTED AREAS. SYSTEM TO BE OF SUFFICIENT SIZE & CAPACITY TO SUSTAIN NORMAL PLANT GROWTH IN ALL PLANTED AREAS AS SHOWN ON SHT. 1.1.
4. ALL RADII @ PLANTERS TO BE 3'-0 U.O.N.
5. 2" A.C. TO BE ROLLED OVER 6" PEA GRAVEL OVER CLEAN COMPACT BASE OF TYPE I OR BETTER.

PROJECT DATA:

1. BLOCK:
2. PRESENT ZONING:
3. PARKING REQ'D:
4. PARKING PROVIDED: 54 CARS
5. HGHT:
6. SETBACKS REQ'D: ZERO
7. 100 FT. = 4,000 S.F.
8. U.B.C. DATA: 1976 EDITION



PLOT PLAN APPROVED
Date 3/3/79
COMMUNITY PLANNING & DEVELOPMENT
City of Las Vegas

NOTES:
1. SEE DRAWINGS BY CAUSEY ENGINEERING FOR CURB CUTS, OFF SITES & GRADING ELEVATIONS.
2. SEE SOILS REPORT BY RANDLE & ASSOCIATES.
3. SEE OWNER FOR LANDSCAPING.
4. SEE 105 SITE FOR CLEARING.

SITE PLAN
SC 1"=20'-0" 10/16/78
SEE STRUCTURAL CALCS BY I.L.D. BRANCH

GARY G. WILSON REGISTERED No. 3145 ARCHITECT STATE OF NEVADA

SEE LANDSCAPING PLAN FOR NEW PARKING
Parking Required - 34
Parking Furnished - 38

SDR-37363
REVISED
03/25/10 PC



SDR-37363 - APPLICANT/OWNER: LIED FOUNDATION TRUST
3901 WEST CHARLESTON BOULEVARD

02/18/10



SDR-37363 - APPLICANT/OWNER: LIED FOUNDATION TRUST
3901 WEST CHARLESTON BOULEVARD

02/18/10

January 7, 2010

Evan M. DuVall
City of Las Vegas Planning and Development Services
Planner 1
731 S. Fourth Street
Las Vegas, NV 89101

Re: Landscape Violation; APN: 162-06-502-003, 3901 W. Charleston Blvd.

Dear Mr. DuVall,

This letter is in response to a landscape violation that was filed at 3901 West Charleston Boulevard (APN: 162-06-502-003), regarding conformance to the approved landscaping plan dated September, 1979.

3901 W. Charleston Blvd. was occupied by Mr. Tom Carns, PDQ Printing, for over 15 years (1984 – 1999). He cemented the area in question after the current bus stop was placed on Valley View. The decision was made to cement the area due to the increased traffic the bus stop brought, making it difficult to keep the landscaping alive. The negligence of the public; stepping on bushes, littering, knocking the small rock ground covering onto the public sidewalk, not to mention the limited seating at a highly trafficked bus stop created loitering in the landscaping, all of which continuously destroyed the shrubs and ground cover, making the upkeep costly.

In September, 1999, Mr. Carns vacated the property where the building stood vacant for 10 months. Nevada Legal Forms & Books leased the building in July, 2000, where they are currently located today.

In today's economy, it seems that keeping the area "as is", per say, for now would make the most economical sense. This is the first and only notice that we have received from the Planning and Development Services Department of the City of Las Vegas in 15 years. We would be grateful if you would re-access the area in question and take into consideration the amount of traffic the bus stop incurs each and every day as well as the amount of damage/clean-up that would be continuously required.

Thank you for your help, we look forward to your response.

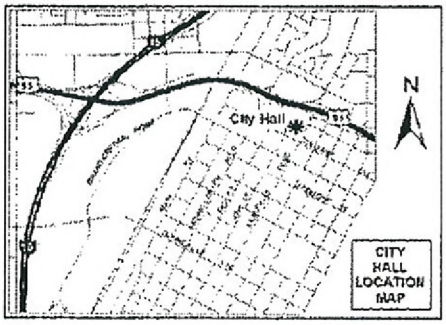
Yours truly,

Barry W. Becker
Lied Foundation Trust

RECEIVED
FEB 08 2010
SDR-37363
03/25/10 PC

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-37363
City Council Meeting of 4/21/2010

RECEIVED
2010 APR 15 P 12:55
CITY CLERK

VALLEY VIEW LAS VEGAS L L C
%P GAINES
P O BOX 1106
RANCHO SANTA FE CA 92067-1106

APN#16206502018

Submitted after final agenda

Date 4/15-10 Item 101

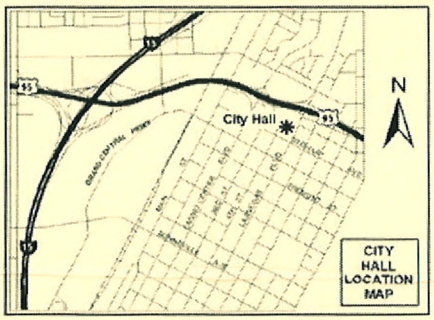
City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

RECEIVED
CITY CLERK
2010 APR 21 A 11:24

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
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0004279218
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APR 09 2010
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-37363
City Council Meeting of 4/21/2010

Z J & R PROPERTIES L L C
%S ZAGER
P O BOX 1500-436
CORONA DEL MAR CA 92625

APN#13931801018

Submitted after final agen

Date 4/21/2010 Item 101

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

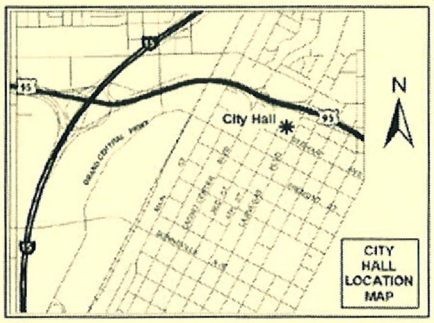
RECEIVED
CITY CLERK

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APR 09 2010
MAILED FROM ZIP CODE 89101

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-37363
City Council Meeting of 4/21/2010

MAHILL L L C ETAL
8144 W MADDINGLEY AVE
LAS VEGAS NV 89117-7638

APN#16206510003

...submitted after final agenda...

Date 4/19/10 Item 101

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

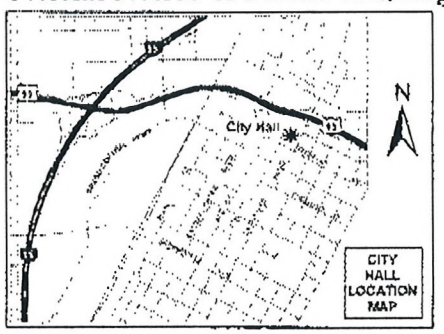
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MAILED FROM ZIPCODE 89101

2010 APR 12 P 2:19

RECEIVED
CITY CLERK

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Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-37363
City Council Meeting of 4/21/2010

BRAVIN GERALD & ADELINA FAM TR
BRAVIN GERALD & ADELINA TRS
1201 MELVILLE DR
LAS VEGAS NV 89102-1821

APN#16205113016

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAL

$ 00.41

MAILED FROM ZIPCODE

Return Service Requested

Official Notice of Public Hearing

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-37363

Planning Commission Meeting of 3/25/2010

Case: SDR-37363
162051100011
WILLIAMS DONALD C & LAMBERTA M
8015 EVERETTE BASIN CT
LAS VEGAS NV 89113-4012

AA0851 8113

RECEIVED
MAR 19 2010

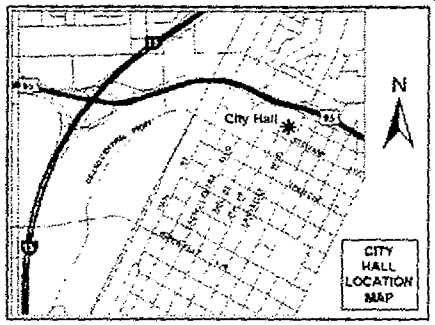
Submitted after final agenda
Date
Item 28

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 MAR 12 2010
MAILED FROM ZIP CODE 89101

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Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-37363
Planning Commission Meeting of 3/25/2010

DO LANDSCAPE

MAR 19 2010

Case: SDR-37363

16206510040
4127 CHARLESTON L L C
%D MASON REALTY
1137 S RANCHO DR #120
LAS VEGAS NV 89102-2259

Submitted after final agenda
Date
Item 28

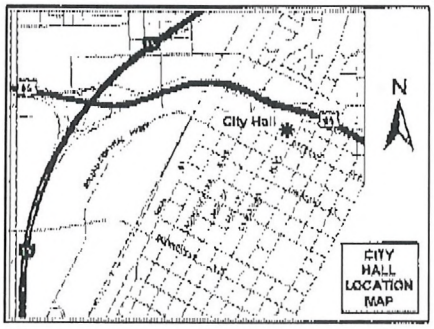
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City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
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MAILED FROM ZIPCODE 89101

Return Service Requested
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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-37363

Planning Commission Meeting of 3/25/2010

Case: SDR-37363
16206510036
MCGRATH THOMAS J & ELIZABETH J
3075 WESTWIND RD
LAS VEGAS NV 89146-6858

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MAR 15 2010

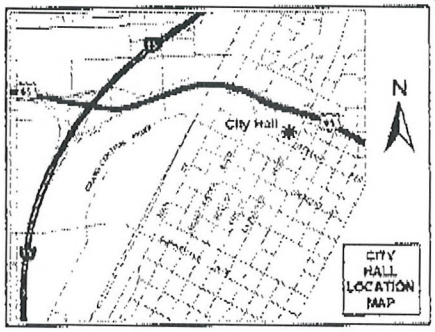
28P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

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MAILED FROM ZIPCODE 89101

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Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-37363

Planning Commission Meeting of 3/25/2010

Case: SDR-37363

16205113015
BRAVIN GERALD & ADELINA
1201 MELVILLE DR
LAS VEGAS NV 89102-1821

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MAR 16 2010

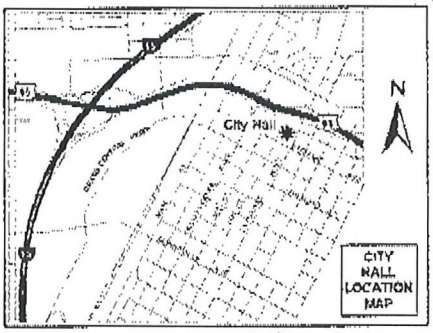
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City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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MAILED FROM ZIP CODE 89101

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Official Notice of Public Hearing



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SDR-37363

Planning Commission Meeting of 3/25/2010

Case: SDR-37363
16205113016
BRAVIN GERALD & ADELINA FAM TR
1201 MELVILLE DR
LAS VEGAS NV 89102-1821

ACCEPT 1 PIECE

RECEIVED
MAR 16 2010

28P

City of Las Vegas Agenda Item No.: **79.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: OCTOBER 6, 2010

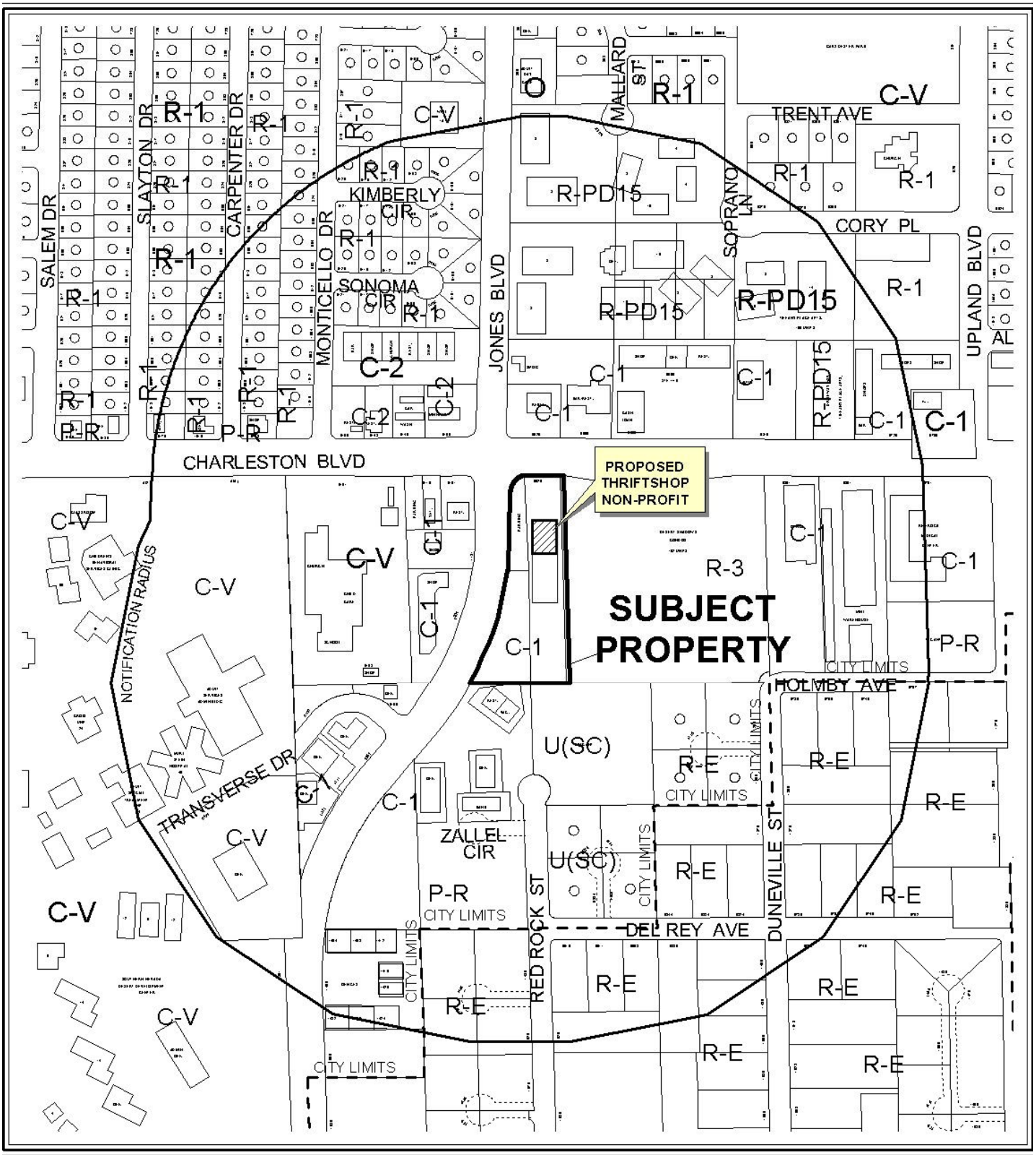
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-38607 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: CHABAD OF SOUTHERN NEVADA - OWNER: CHABAD CALIFORNIA - Request for a Special Use Permit FOR A THRIFTSHOP, NON-PROFIT at 6029 Charleston Boulevard (APNs 163-01-102-001, 002, 007, and 037), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**3**	**Planning Commission Mtg.**	**1**
City Council Meeting	**2**	**City Council Meeting**	**1**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letters
6. Protest/Support Postcards
7. Backup referenced from the August 26, 2010 Planning Commission Meeting Item SUP-38607



0 300 600 Feet

CASE: **SUP-38607**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



CASE: **SUP-38607**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: OCTOBER 6, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: CHABAD OF SOUTHERN NEVADA - OWNER: CHABAD CALIFORNIA

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-38607	Staff recommends APPROVAL, subject to conditions:	

** CONDITIONS **

SUP-38607 CONDITIONS

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for a Thrift Shop, Non-Profit use.

2. This approval shall be void two years from the date of final approval, unless a business license has been issued to conduct the activity. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. Prior to occupancy, all necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Building and Safety Department.

4. The property shall be cleaned within 30 days of final approval, and maintained in good condition thereafter.

5. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

YK/MH

Staff Report Page One
October 6, 2010 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

This application request is for a Special Use Permit for a Thrift Shop, Non-Profit use to be operated at 6029 Charleston Boulevard. The subject site consists of four separate parcels with one two-story commercial building. The location for the proposed Thrift Shop, Non-Profit has operated in the past as a print shop but is currently unoccupied. Staff recommends approval as the proposed Thrift Store, Non-Profit Use meets all conditions per Title 19.04 and will have little to no adverse impact on the surrounding community.

ISSUES

- The site landscaping is in need of maintenance.
- The two-story building is in need of minor aesthetic repairs.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
02/07/96	The City Council approved rezoning request (Z-0105-95) for 2.4 acres from the R-E (Residential Estate) zoning district to the C-1 (Limited Commercial) zoning district.
08/26/10	The Planning Commission (7-0 vote) recommended APPROVAL (PC Agenda Item #21/yk/mh).

Most Recent Change of Ownership	
03/19/09	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
08/30/91	A Building Permit (#91118274) was issued against plan check #C-0080-91 for a 16,132 square-foot two-story office building located at 6029 West Charleston Boulevard. The permit was finaled and a Certificate of Occupancy was issued on 03/27/1992.

Pre-Application Meeting	
05/17/10	Staff met with the representative and reviewed the required submittal requirements for a Special Use Permit for a Non-Profit Thrift Store. It was also noted that a Project of Regional Significance form would need to be filled out as the property is within 500 feet of unincorporated Clark County.

Neighborhood Meeting
A neighborhood meeting is not required for this type of request nor was one held.

Field Check	
06/24/10	Staff visited the site and found the two-story commercial building in need of minor cosmetic repairs. Although the plant materials were in suitable condition, the landscaping (landscape buffers and parking islands) is in need of general maintenance.

Details of Application Request	
Site Area	
Net Acres	2.44

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Vacant Office Building	SC (Service Commercial)	C-1 (Limited Commercial)
North	Convenience Store	SC (Service Commercial)	C-1 (Limited Commercial)
South	Restaurant/ Undeveloped	SC (Service Commercial)	U (Undeveloped – Service Commercial)/ C-1 (Limited Commercial)
East	Residential Condominium	M (Medium Density Residential)	R-3 (Medium Density Residential)
West	Restaurant/retail	SC (Service Commercial)	C-1 (Limited Commercial)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area			
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District – 200 Feet	X		Y
Trails		X	NA
Rural Preservation Overlay District		X	NA
Las Vegas Redevelopment Plan Area		X	NA
Development Impact Notification Assessment		X	NA
Project of Regional Significance	X		Y

YK/MH

Pursuant to Title 19.10, the following parking standards apply:

Parking Requirement							
	Gross Floor Area or Number of Units	***Required***			***Provided***		***Compliance***
			Parking		*Parking*		
Use		***Parking Ratio***	Regular	Handi-capped	Regular	Handi-capped	
Thriftshop, Nonprofit	2,292 sq. ft.	1 space per 250 sq. ft.	10		35		Y
TOTAL SPACES REQUIRED			10		35		Y
TOTAL (With Handicapped)			9	1	32	3	Y
Loading Spaces	1	1 for less than 10,000 sq. ft.	1		2		Y

ANALYSIS

This is a request for a Special Use Permit for a Non-Profit to operate a Thrift Store at 6029 West Charleston Boulevard. The store would operate in a 2,292 square-foot portion of a vacant two-story office building. The owner has indicated that the remaining area of the building would continue to be vacant for the next four years. There are over 100 parking spaces on site, but only 11 are required for the proposed use; parking is therefore ample.

The building and property are currently in need of repair and cleaning; all maintenance issues shall be corrected within 30 days of final approval. Staff recommends approval of the request with the specific condition that all maintenance issues are corrected within 30 days of final approval.

FINDINGS (SUP-38607)

In order to approve a Special Use Permit application, per Title 19.18.060 the Planning Commission and City Council must affirm the following:

1. **The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

A Thrift Store is a compatible use for this location. The property is zoned C-1 (Limited Commercial) as is all of the adjacent properties except the R-3 (Medium Density Residential) zoned apartment complex to the east. No noise, odor or outside storage will be permitted with this use.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   This is a high visibility intersection and a Thrift Shop is suitable for the site.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   The proposed use is at the intersection of West Charleston Boulevard, and South Jones Boulevard, both 100-foot Primary Arterials on the Master Plan of Streets and Highways map. With access from both, the proposed use will have adequate access for the proposed use.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

   The proposed use will be monitored by Business Licensing and thus no public health, safety or welfare concerns will be allowed.

5. **The use meets all of the applicable conditions per Title 19.04.**

   The proposed Thrift Store, Non-Profit Use meets all conditions per Title 19.04.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 17

NOTICES MAILED 142 (By City Clerk)

APPROVALS 1

PROTESTS 3

YK/MH

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-38607** APN: 16301-102-007, 16301-102-002, 16301-102-001, 163-102-037

Name of Property Owner: Chabad

Name of Applicant: Michele Morgan-Devore

Name of Representative: Michele Morgan-Devore

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s) _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: RABBI BORUCH COUNIN / CHABAD OF CALIFORNIA

Subscribed and sworn before me

This 15 day of JUNE, 2010

_____

Notary Public in and for said County and State

PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHO APPEARED BEFORE ME

YOEL S. EDELSON
Commission # 1887636
Notary Public - California
Los Angeles County
My Comm. Expires May 26, 2014

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: NON Profit Thrift Shop/VARIANCE

Project Address (Location) 6029 West Charleston LV NV 89146

Project Name Dinosaurs and Roses **Proposed Use** Non Profit Thrift Shop

Assessor's Parcel #(s) 16301-102-002, 16301-102-001, 16301-102-007, 163-102-037, **Ward #** 1

General Plan: existing SC proposed ____ **Zoning:** existing C1 proposed ____

Commercial Square Footage 3,000 SF **Floor Area Ratio** ____

Gross Acres 2.6 acres **Lots/Units** ____ **Density** ____

Additional Information ____

PROPERTY OWNER Chabad California **Contact** ____

Address 741 Gayley Avenue **Phone:** 310-208-7511 **Fax:** ____

City Los Angeles **State** CA **Zip** 90024

E-mail Address Yanky@chabad.com

APPLICANT Michele Morgan-DeVore **Contact** ____

Address 3649 Cranbrook Hill St **Phone:** 702 521-4000 **Fax:** 702 804-8700

City LV NV **State** NV **Zip** 89129

E-mail Address ____

REPRESENTATIVE Same as Applicant **Contact** ____

Address ____ **Phone:** ____ **Fax:** ____

City ____ **State** ____ **Zip** ____

E-mail Address ____

Property Owner Signature* ____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name RABBI BORUCH KONIN CHABAD OF CALIFORNIA

Subscribed and sworn before me PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHO APPEARED BEFORE ME

This 16 day of JUNE, 2010.

Notary Public in and for said County and State

YOEL S. EDELSON
Commission # 1887636
Notary Public - California
Los Angeles County
My Comm. Expires May 26, 2014

FOR DEPARTMENT USE ONLY

Case #	SUP-36607
Meeting Date:	7-29-10
Total Fee:	1,030
Date Received:*	6-17-10
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with

NOTE:

THE ASSOCIATES ASSUMES NO RESPONSIBILITY FOR EXISTING UTILITY LOCATIONS ON SITE. THE PLAN ON THIS DRAWING HAVE BEEN PLOTTED FROM THE BEST AVAILABLE INFORMATION (I.E. HOWEVER, THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE LOCATION OF ALL UTILITIES PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.
CONTRACTOR TO FIELD VERIFY ALL EXISTING SITE CONDITIONS PRIOR TO CONSTRUCTION. IF A CONFLICT EXISTS BETWEEN WHAT IS SHOWN ON THIS DRAWING AND WHAT EXISTS IN THE FIELD, CONTRACTOR IS TO NOTIFY THE ENGINEER IMMEDIATELY

BASIS OF BEARING

BENCHMARK

CITY OF LAS VEGAS, VERTICAL CONTROL
MARKED "7700-305MS"
CITY OF LAS VEGAS PIN AND PLATE IN TOP OF CURB,
NORTHEAST CORNER OF CHARLESTON BLVD AND JONES
BLVD. NEAR THE PC OF CHARLESTON BLVD
ELEV = 658.6947 METERS (ELEV = 2160.79 FEET NAVD 88)

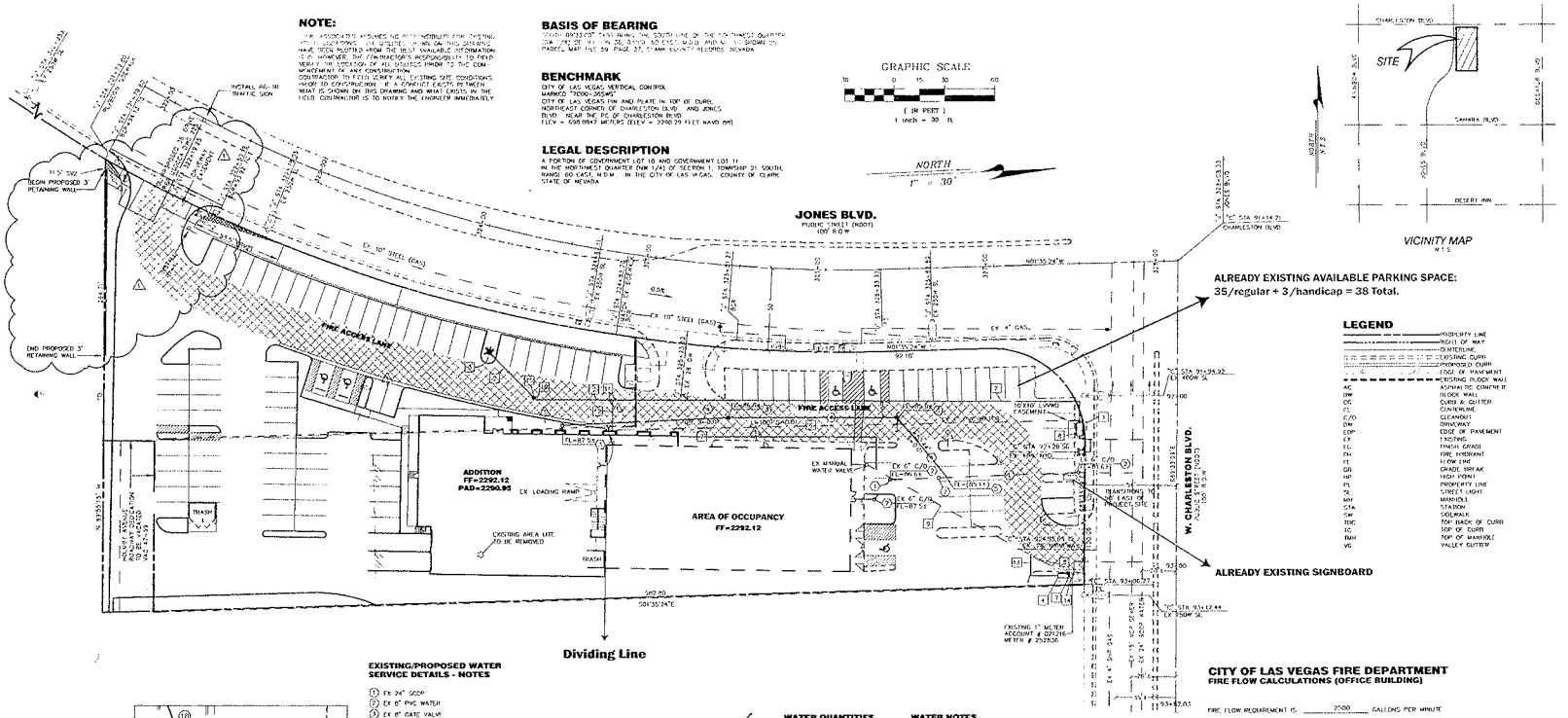
LEGAL DESCRIPTION

A PORTION OF GOVERNMENT LOT 10 AND GOVERNMENT LOT 11 IN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 1, TOWNSHIP 21 SOUTH, RANGE 60 EAST, M.D.M., IN THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA

GRAPHIC SCALE

(IN FEET)
1 inch = 30 ft.

NORTH
1" = 30'



I CERTIFY THAT THIS GRADING PLAN IS IN CONFORMANCE WITH THE APPROVED DRAINAGE STUDY ON FILE AT THE CITY OF LAS VEGAS FOR THIS PROJECT.

JOHN S. KUBOTA
NEVADA CERTIFICATE NO. 0344 DATE

EARTH MOVING ESTIMATE

CUT	FILL
163 C.Y.	2,012 C.Y.
	302 C.Y. 15% SHRINKAGE
TOTALS 163 C.Y.	2,314 C.Y.

IMPORT 2,151 C.Y.

Call before you Dig. 1-800-227-2600

UTILITY NOTE

The location of underground utilities shown hereon has been determined from surface evidence of their existence or from information obtained from the utility companies. The Engineer accepts no liability for the existence or non-existence of utility lines. Contractors and others using this map must confirm the location of underground lines or structures with the utility companies prior to commencing any excavation.

OWNER/DEVELOPER

SKIPCO
6029 W CHARLESTON & SOUTHEAST CORNER OF CHARLESTON AND JONES

BENCHMARK

B.M. NO. 05036C 2, RIVET AND PLATE IN T.C. AT NE QUAD OF CHARLESTON AND JONES. ELEV. 2288.04

ENGINEER

JOHN S. KUBOTA
1601 E. FLAMINGO RD.
LAS VEGAS, NV. 89121
(702) 731-1684

TACK ON 'A' TYPE CURB MAY BE USED FOR "ON-SITE CURBING" IN LIEU OF 12" 'A' TYPE CURB.

GENERAL NOTE

RAISE ALL UTILITIES IN NEW SIDEWALK TO BE FLUSH WITH NEW SIDEWALK EXCEPT TRAFFIC VAULT SHALL STAY THE SAME.

KEYNOTES

1	TYPICAL 4" CONCRETE O/APPROVED SUBGRADE
2	AC PAVING O/APPROVED SUBGRADE: 2"AC O/ 4" TYPE II
3	12" 'A' CURB ALT. 'L' TYPE CURB & GUTTER PER STD. DWG. NO 219
4	6'-0" HIGH BRICK TRASH ENCLOSURE (SAME MATERIAL AS BUILDING)
5	HANDICAP RAMP - MIN. SLOPE 1:12
6	LANDSCAPING PLANTER SEE SHEETS L-1 & L-2
7	PAINTED PARKING STRIPES.
8	PAINTED HANDICAP SYMBOL.
9	GATE VALVE
10	4" CONCRETE APRON FOR LOADING DOCK
11	4" DETECTOR CHECK VALVE
12	NEW FIRE HYDRANT STD DWG 316
13	THE NUMBER OF PARKING INDICATED AS FOLLOWS: (#)
14	EDGE OF NEW ASPHALTIC CONCRETE
15	WHEELCHAIR RAMP STD DWG NO 235
16	NEW COMMERCIAL DRIVEWAY STD DWG 225
17	EXISTING L CURB - STD DWG NO 216
18	NEW 5' SIDEWALK STD DWG NO 234
19	EXISTING 1" WATER METER
20	OUTLINE OF EXISTING BUILDING'S FINISH FLR ELEV. TO BE DEMOLISHED SEE DEMOLITION PLAN
21	AT BASE OF EXISTING PYLON SIGN USE BRICK @ BASE
22	FOUNDATION STEPPED SEE STRUCTURAL DRAWING FOR LOCATION
23	DEDICATED 30 FEET OF RIGHT-OF-WAY FOR HOLMES AVENUE
24	(C7) SAFT RADIUS - DEDICATED ADDITIONAL RIGHT-OF-WAY
25	SWG. BOX TO REMOVE BARRICADE & VERIFY TRAFFIC LIDS OR REPLACE
26	EXISTING UTILITY VAULT - SHALL BE RAISED TO MATCH NEW CONC. SIDEWALK
27	TELEPHONE MANHOLE - RAISED TO MATCH NEW CONC. SIDEWALK
28	TRAFFIC BOXES
29	TRAFFIC SIGNAL POLE
30	S.W.G. TO REMOVE BARRICADE & VERIFY OR REPLACE LIDS TO MEET TRAFFIC REQUIREMENT

LEGAL DESCRIPTION

A PORTION OF GOVERNMENT LOT 10 AS SHOWN IN FILE 59, PAGE 37 OF SURVEYS, SECTION 1, TOWNSHIP 21 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA, OFFICIAL RECORDS.

NOTE:
ALL WORK IN W. CHARLESTON BLVD & JONES BLVD. REQUIRES PERMIT / APPROVAL FROM N.D.O.T.

PHASE II PHASE I

UNDEVELOPED
NET ACREAGE: 1.594
69,453.00 S.F.

NEW OFFICE BUILDING FOR "SKIPCO"
F.F. = 89.95
1ST. FLR. 10,416.24 S.F.
2ND FLR. 5,716.00 S.F.
TOTAL 16,132.24 S.F.

CONSTRUCT 6" VALLEY GUTTER PER STD DRWG NO 220

CONSTRUCT 'L' TYPE CURBS GUTTERS

EXIST'G FH

JONES BLVD

STA 0+00

STA 1+71.13 E DRIVEWAY

STA 1+90.13 R

CHARLESTON BLVD

SECTION "A-A" NO SCALE

CURB-PAVEMENT NOTE:
"Concrete to be removed must be sawcut at asphalt/concrete interface in order to preserve pavement. Concrete replacement shall be completed within 24 hours of removal. Damage to pavement will mandate additional paving of asphalt to limits as determined by City Engineer."

GENERAL NOTES

1. ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE "UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION OFF-SITE IMPROVEMENTS, CLARK COUNTY AREA, NEVADA" (LATEST ISSUE). THE "UNIFORM STANDARD DRAWINGS FOR PUBLIC WORKS CONSTRUCTION OFF-SITE IMPROVEMENTS, CLARK COUNTY AREA, NEVADA" (LATEST APPROVED STANDARDS ADOPTED BY THE CONTROLLING AGENCY). THE UNIFORM BUILDING CODE, AND ALL LOCAL CITY CODE AND ORDINANCES APPLICABLE, EXCEPT AS NOTED ON THESE SHEETS.
2. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A DILIGENT SEARCH OF THE AVAILABLE RECORDS. THE CONTRACTOR IS DIRECTED TO TAKE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN AND ANY OTHER LINES NOT AS RECORD OR NOT SHOWN ON THESE DRAWINGS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY DISCREPANCIES BETWEEN THE DRAWINGS AND FIELD CONDITIONS. EXISTING UTILITY SERVICE LATERALS MAY NOT BE SHOWN ON THE PLANS.
3. THE CONTRACTOR SHALL POT HOLE ALL UNDERGROUND UTILITIES DEEMED NECESSARY TO POSITIVELY LOCATE ALL IMPROVEMENTS WHICH ARE TO REMAIN IN PLACE, PRIOR TO MAKING ANY CUTS, EXCAVATIONS OR STRUCTURAL CHANGES IN THE IMPROVEMENTS. ANY DAMAGE TO EXISTING IMPROVEMENTS CAUSED BY THE CONTRACTOR'S OPERATIONS SHALL BE REPAIRED OR RECONSTRUCTED TO SATISFACTION OF THE OWNER AT THE EXPENSE OF THE CONTRACTOR.
4. THE CONTRACTOR SHALL NOT BACKFILL ANY TRENCHES IN WHICH WATER LINES HAVE BEEN UNCOVERED UNTIL THE WATERLINES HAVE BEEN INSPECTED AND APPROVED BY THE CITY INSPECTOR. NO WATER LINES SHALL BE PUT INTO USE UNTIL THE DISTRICT SHALL BE NOTIFIED 48 HOURS IN ADVANCE OF CONSTRUCTION IN THE VICINITY OF WATER LINES.
5. ALL CONSTRUCTION SHALL BE AS SHOWN ON THESE PLANS, ANY DEVIATIONS SHALL HAVE THE PRIOR WRITTEN APPROVAL OF THE CITY ENGINEER.
6. TYPE V CREDIT SHALL BE USED IN ALL OFF-SITE CONCRETE WORK. CONCRETE TO BE 3000 P.S.I. MINIMUM 7 DAY BASE. MIX DESIGN TO BE SUBMITTED BY THE QUALITY CONTROL DIVISION PRIOR TO USE ON THE PROJECT.
7. THE CONTRACTOR SHALL AT THE SOLE EXPENSE, LOCATE ALL EXPOSED IMPROVEMENTS WHICH ARE AFFECTED BY HIS OPERATION. DURING CONSTRUCTION AND SHALL TAKE ALL NECESSARY PRECAUTIONS TO AVOID DAMAGE TO SAME. THE CONTRACTOR SHALL THE EXISTING CUSTOM WORK INCLUDING WORK OUTSIDE OF IMPROVEMENTS, SUCH AS ARROW MARKERS, UTILITIES ETC. AS TO COMPLY PROPERLY WITH ALL INSTRUCTIONS AND SHALL BE RESPONSIBLE FOR ALL COSTS AND LIABILITY IN CONNECTION THEREWITH.
8. PERMITS ARE REQUIRED FOR ANY WORK IN THE PUBLIC RIGHT OF WAY. THE CONTRACTOR SHALL SECURE ALL PERMITS AND INSPECTIONS REQUIRED FOR THIS CONSTRUCTION.
9. EXPANSION JOINTS REQUIRED, MAXIMUM EVERY 30'-0" OR EXPANSION TYPE CURB.
10. AC PAVEMENT TO BE 1/2" ABOVE LIP OF ALL GUTTERS OR VALLEY GUTTERS AFTER COMPACTION.
11. APPLY FOG SEAL ONLY AFTER ALL CONNECTIONS AND ADJUSTMENTS HAVE BEEN MADE.
12. CURB & GUTTER WITH A GRADE OF LESS THAN FOUR TENTHS OF ONE PERCENT SHALL BE CONSTRUCTED IN FORMING. EACH JOINT SHALL BE CHECKED FOR GRADE PRIOR TO CONSTRUCTION AND WATER TESTED AS SOON AS POSSIBLE AFTER CONSTRUCTION.
13. PARTICULAR RAMPS SHALL BE CONSTRUCTED IN EACH QUADRANT OF AN INTERSECTION PER STANDARD DRAWING 230. EXACT LOCATION OF RAMPS MAY BE ADJUSTED IN THE FIELD BY A CITY INSPECTOR.
14. CONSTRUCTION JOINTS SHALL BE CONSTRUCTED IN EACH QUADRANT OF AN INTERSECTION PER STANDARD DRAWING 230. EXACT LOCATION OF TRANSITIONS BETWEEN NEW CONSTRUCTION AND EXISTING SURFACES TO PROVIDE THE SMOOTH TRANSITION BETWEEN THE TWO SURFACES ARE LIKELY TO BE ESTABLISHED IN THE FIELD BY A CITY INSPECTOR. THE EXTENT OF TRANSITIONS DO NOT AS SHOWN ON PLANS, OR AS DESIGNATED IN THE FIELD BY A CITY INSPECTOR.
15. ALL GRADING WORK SHALL CONFORM TO THE SOILS REPORT AS PREPARED BY THE SOILS ENGINEER AND APPROVED BY THE CITY ENGINEER.
16. EXACT LOCATION OF ALL KNOCKOUT LINES MAYBE DETERMINED IN THE FIELD BY A CITY OF LAS VEGAS INSPECTOR IF LOCATION OF PLANS IS NOT CLEARLY SHOWN, OR EXISTING PAVEMENT CONDITION REQUIRES MODIFICATION.
17. THE CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO PROTECT EXISTING SURVEY MONUMENTS. ANY MONUMENTS DISTURBED SHALL BE REPLACED AND RECORDED FOR ACCEPTANCE RECORDED IN ACCORDANCE WITH N.R.S. STATUTE NO. 625.380.
18. UTILITY COMPANY METER BOXES, MANHOLE COVER, VALVE COVERS, ETC. SHALL BE LOCATED OUT OF DRIVEWAYS, DRIVEWAY APRONS, FLUMELINES, AND VALLEY GUTTERS UNLESS WRITTEN APPROVAL IS GRANTED BY THE UTILITY COMPANY.

NOTE:
ALL SUBSTANDARD CURB, GUTTER, DRIVEWAYS AND SIDEWALK SHALL BE REPLACED WITH NEW IMPROVEMENTS AS REQUIRED BY THE DEPARTMENT OF PUBLIC WORKS AND NEVADA DEPARTMENT OF TRANSPORTATION.

CURVE	RADIUS	LENGTH	TANGENT	DELTA
C1	30.00'	48.19'	31.09'	92°02'15"
C2	900.00'	146.64'	73.48'	09°20'03"
C3	900.00'	332.58'	168.20'	21°10'18"
C4	850.00'	334.79'	169.58'	22°34'02"
C5	850.00'	145.57'	72.97'	09°48'45"
C6	850.00'	480.36'	246.78'	32°22'43"
C7	54.00'	84.70'	53.11'	89°52'55"
C8	3.00'	9.42'	oc	180°00'00"
C9	1.00'	6.28'	oc	180°00'00"
C10	1.50'	3.93'	2.5'	90°00'00"
C11	4.00'	6.28'	4.0'	90°00'00"
C12	62.00'	40.65'	21.09'	37°34'04"
C13	2.00'	14.14'	9.00'	90°00'00"
C14	4.50'	15.71'	oc	200°30'00"
C15	8.50'	7.85'	oc	180°00'00"

LCR-TNR-C.A.2 LOCATED NEXT TO CURVES

APPROVALS

SOUTHWEST GAS — DATE SIGNED 11-6-91

CITY OF LAS VEGAS FIRE MARSHALL — DATE SIGNED 8/16/91

NEVADA POWER COMPANY
"This approval is only for the placement and clearance of street light and street light installations." — DATE 8-14-91

CENTEL — DATE SIGNED 11-6-91

LEGEND

FACE OF CURB
VALLEY GUTTER
EXISTING
GRADE BREAK
BACK OF CURB
TOP OF CURB/CONC. TOP OF CURB GRADE
RIDGE LINE
EDGE OF PAVEMENT
DRIVEWAY
BACK OF SIDEWALK
FINISH GRADE
FINISH PAD
FINISH FLOOR
ROAD CROWN
ASPHALTIC CONCRETE
EXISTING STREETLIGHT
EXISTING GROUND CONTOUR
SLOPE
DIRECTION OF FLOW
BLOCK WALL
WATER MAIN
SEWER MAIN

DEVIATIONS FROM STANDARDS

KEYNOTE 16 RADIUS LESS THAN 15.00'

LEGAL TABLE

LEGAL JURISDICTION:	CITY OF LAS VEGAS, NEVADA.
BUILDING CODE:	UBC 1988
BUILDING AREA:	FIRST FLOOR 10,416.24 S.F.
	SECOND FLOOR 5,716.00 S.F.
	TOTAL S.F. 16,132.24 S.F.
FIRE REQUIREMENT:	FIRST AND SECOND FLOOR TO BE FIRE SPRINKLED
PLANNING ZONE:	C-1 LONGED OUT TO
OCCUPANCY:	B2 FROM: Sacon
TYPE OF CONSTRUCTION:	V-N FROM: Jake Kakela
PARKING REQ:	40.33 8-3-92
PARKING PROVIDED:	66

FIRE FLOW REQUIRED 2500 G.P.M.

FIRE SPRINKLER NOTE

FIRST AND SECOND FLOOR OF THIS BUILDING SHALL BE FIRE SPRINKLED AS PER LOCAL CODE AND AGENCY REQUIREMENTS

APPROVAL — CITY OF LAS VEGAS, CITY ENGINEER GARY A. PRESSWOOD, P.E. — DATE 11-14-91

PROJECT SITE

VICINITY MAP

revisions:		
APPROVAL	no. descrip.	date
	1 STAFF	7-7-92
	2 CITY ATTORNEY	10-13-92
	3 CLIENT ADJ.	11-20-92

SCALE: HORIZ.: 1"=30' VERT.: N/A

NORTH ARROW

C1

CONSULTANTS (702) 735-3387 735-9159-FAX
SACON CONSTRUCTION CO.
GENERAL CONTRACTORS
4640 S. VALLEY VIEW BLVD STE.C
LAS VEGAS, NEV. 89103

sheet title: SITE PLAN #2
project title: NEW OFFICE BUILDING

THIS DRAWING IS AN INSTRUMENT OF SERVICE AND SHALL REMAIN THE PROPERTY OF SACON CONSTRUCTION AND SER CLIENT. SACON PROVIDES THESE PLANS FOR USE ON THIS PROJECT ONLY AND SHALL NOT BE USED FOR OTHER WORK OR TRANSFERRED TO ANY OTHER PERSON OR ENTITY WITHOUT THE EXPRESS WRITTEN CONSENT OF SACON CONSTRUCTION.

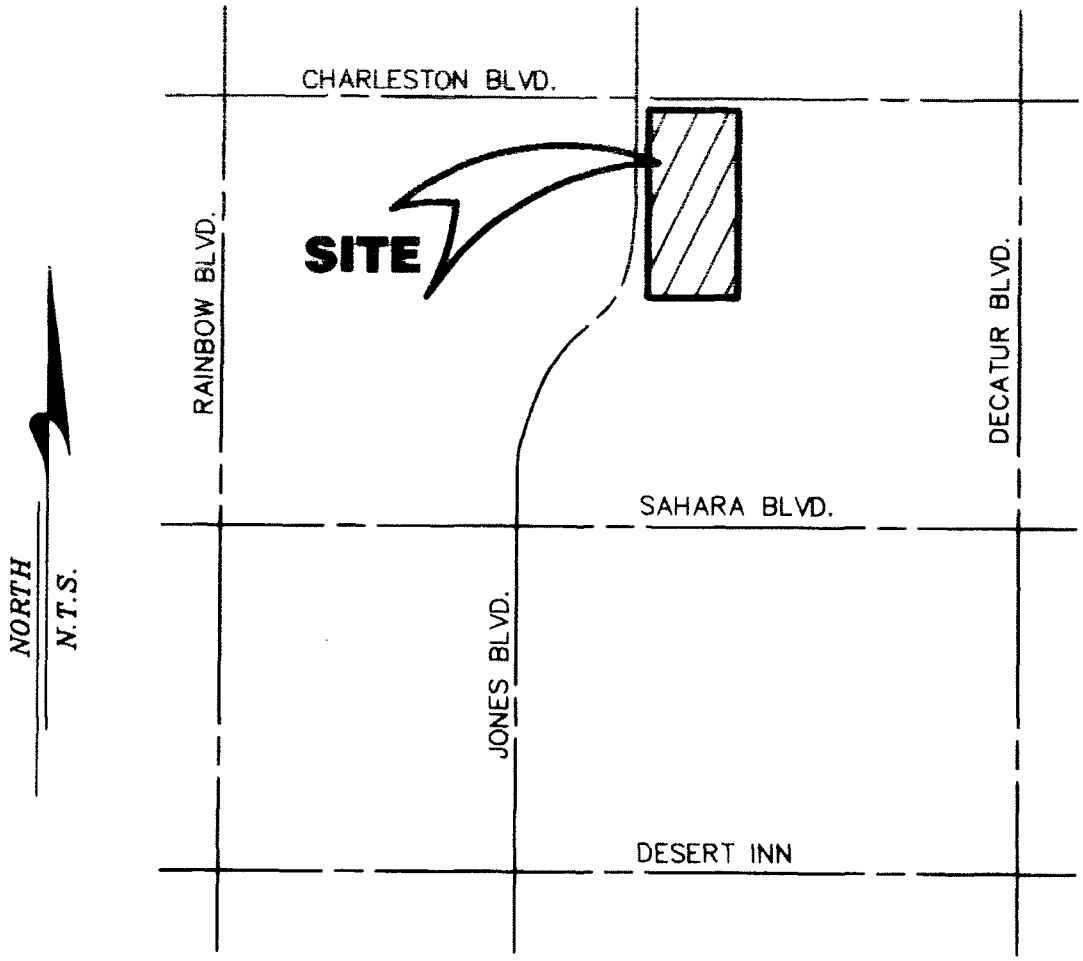
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SUP-38607

JUN 16 2010

38-388

107-11962 RECEIVED

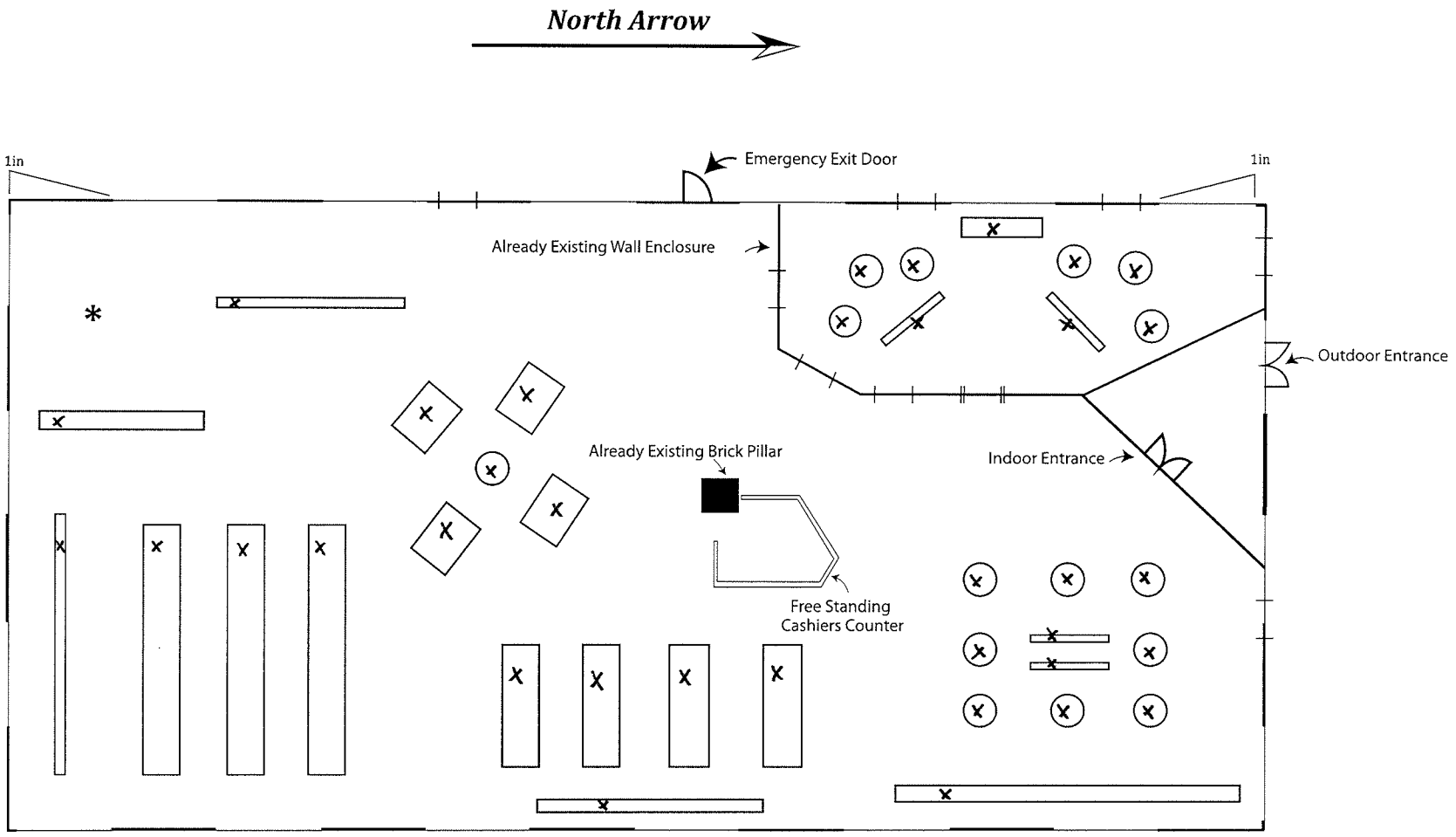


VICINITY MAP
N.T.S.

RECEIVED
JUN 16 2010

SUP-38607

Floor Plan for Dinosaurs&Roses



Graphic Scale

0 1in

1in = 63.67 sq.ft

***Already Existing Space = 2292.12 sq. ft**

NOTES:
- All objects marked with an "x" represent movable display units.
- Spaces marked with a single line "|" represent already existing windows fixtures.
- Spaces marked with double lines "||" represent already existing doorways.
- *Maximum Occupancy (approx.) 110 people.*

RECEIVED
JUN 16 2010

SUP-38607



SUP-38607 - APPLICANT: CHABAD OF SOUTHERN NEVADA – OWNER: CHABAD CALIFORNIA
6029 CHARLESTON BOULEVARD

06/24/10



SUP-38607 - APPLICANT: CHABAD OF SOUTHERN NEVADA – OWNER: CHABAD CALIFORNIA
6029 CHARLESTON BOULEVARD

06/24/10



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6029 CHARLESTON BOULEVARD

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6029 CHARLESTON BOULEVARD

06/24/10



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6029 CHARLESTON BOULEVARD

06/24/10



SUP-38607 - APPLICANT: CHABAD OF SOUTHERN NEVADA – OWNER: CHABAD CALIFORNIA
6029 CHARLESTON BOULEVARD

06/24/10

Michele Morgan-Devore
3849 Cranbrook Hill Street
Las Vegas, Nevada 89129
Cell: 702-521-4000 Fax: 702-804-8700

June 9, 2010

Attn: Planning and Development Dept.

To Whom It May Concern:

Under the non profit status of Chabad of Southern Nevada we are planning on opening a thrift store located at 6029 West Charleston LV NV 89146. It shall be called Dinosaurs and Roses.

We would gain our inventory from donations within the community. Profits from the store would be distributed to Chabad of Southern Nevada and several other charities in the Las Vegas area such as the Humane Society, AFAN, and others local charities that may be in need. Our goal and purpose is to help as many as possible through our donations.

We plan on picking up all of our donations during daytime hours and should anyone drop any donations off after hours we would by Nine AM (or opening time) have any and all donations removed from the parking lot, front door or anywhere that they are left. There will be no drop boxes or outside storage. We will not be encouraging any drop off donations.

We are planning on opening at 9 AM and staying open till 7 PM Sunday through Friday.

We expect to have one store manager and three volunteers during store hours working with the customers.

Chabad/Dinosaurs and Roses does not have or own any similar or existing business.

Thank you, for your consideration please feel free to contact me with any other questions for concerns,

Sincerely,

Michele Morgan-Devore
Director of Operations

RECEIVED
SUP-38607
JUN 16 2010

ב"ה

Chabad of Southern Nevada

-An affiliate of the Worldwide Chabad-Lubavitch Movement-

Regional Headquarters
1261 S. Arville Street
Las Vegas, Nevada 89102
(702) 259-0770
(702) 877-4700 Fax

Rabbi Shea Harlig
Director

The Shul
1254 Vista Dr.
Las Vegas, Nevada 89102

Chabad of Summerlin
2620 Regatta Drive, #117
Las Vegas, Nevada 89128
(702) 243-3623
(702) 242-4318 Fax

Rabbi Yisroel Schanowitz
Director

Chabad of Green Valley
2657 Windmill Pkwy #118
Henderson, Nevada 89014
(702) 617-0770
(702) 617-0707 Fax

Rabbi Mendy Harlig
Director

Chabad Hebrew Center
1261 S. Arville St.
Las Vegas, Nevada 89102
(702) 271-8025
(702) 877-4700 Fax

Rabbi Shmuel Attal
Director

Torah Tots Preschool
Desert Torah Academy
1261 S. Arville St.
Las Vegas, Nevada 89102
(702) 259-0777
(702) 877-4700 Fax

Dina Harlig
Director

Rabbi Moishe B. Rodman
Principal

e-mail: chabadlv@aol.com
www.chabadlv.com

May 18, 2010

To whom it may concern:

Chabad of Southern Nevada is engaged in a project with Mrs. Michele Devore to open a thrift shop/business. Chabad of Southern Nevada has the authority to open this business.

Chabad of Southern Nevada is a tax-exempt organization, #88-0265300.

Mrs. Devore has Chabad's permission to operate this business indefinitely.

If you need any further information please call Mrs. Michele Devore, 702-804-8005.

Sincerely

CHABAD OF SOUTHERN NEVADA

Rabbi Shea Harlig
Director

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JUN 16 2010

SUP-38607

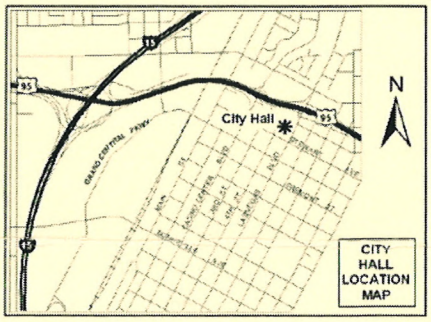
City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 SEP 17 2010
MAILED FROM ZIP CODE 89101

RECEIVED
CITY CLERK
2010 SEP 22 A 10:52

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

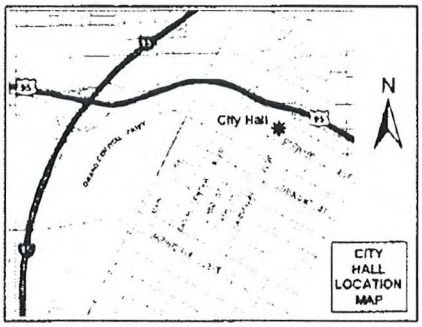
SUP-38607
City Council Meeting of 10/06/2010

TRES CANDELICAS L L C
%C BANCHIK
%A GONORAZKY
1432 S JONES BLVD
LAS VEGAS NV 89146-1231

APN#16301212009

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38607
City Council Meeting of 10/06/2010

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
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MAILED FROM ZIP CODE 89101

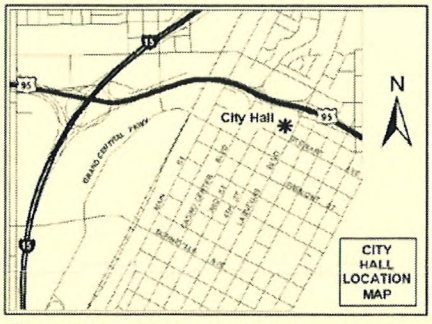
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2010 SEP 21 A 11:43

RICH PROPERTIES L L C
%M & J RICH
3259 STRADA OLIVERO
LAS VEGAS NV 89117-3100

APN#16301104001

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



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SUP-38607
City Council Meeting of 10/06/2010

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
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MAILED FROM ZIP CODE 89101

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2010 SEP 21 A 11:01

FERGUSON JAMES L & ROSELYN E
1485 DUNEVILLE ST
LAS VEGAS NV 89146-1215

APN#16301202006

We would have liked to have had a notice about Desert Shadows Condos just east of this. It has ruined our neighborhood!

09/21/2010 TUE 10:30 [TX/RX NO 8308] 001

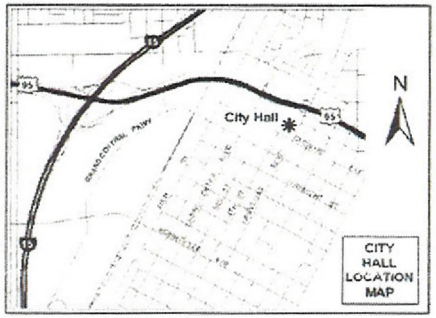
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 JUL 16 2010
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38607
Planning Commission Meeting of 7/29/2010

RECEIVED
JUL 23 2010

Case: SUP-38607
16301105009
OSBORNE ALAN M & SHARON A
1350 S DUNEVILLE ST
LAS VEGAS NV 89146-1212

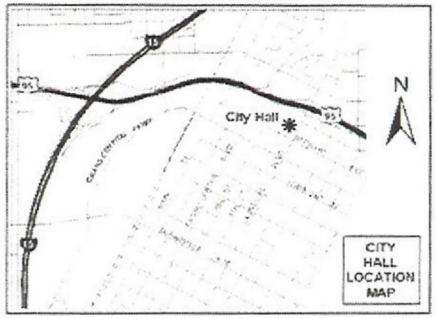
Submitted after final agenda
Date
Item 47 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 JUL 16 2010
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38607
Planning Commission Meeting of 7/29/2010

VV LAS VEGAS NV 890 07-17-10

RECEIVED
JUL 26 2010

Case: SUP-38607
16301102022
NEW DISCOVERY LTD
7066 NDCBU
TAOS NM 87571-6251

RECEIVED
JUN 27 2010

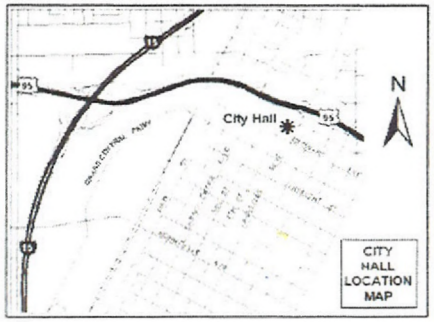
Submitted after final agenda
Date
Item 47 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004279218
$ 00.41⁴
JUL 16 2010
MAILED FROM ZIP CODE 89101

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38607
Planning Commission Meeting of 7/29/2010

RECEIVED
JUL 27 2010

Case: SUP-38607
16301202006
FERGUSON JAMES L & ROSELYN E
1485 DUNEVILLE ST
LAS VEGAS NV 89146-1215

ENCLOSURE

RECEIVED
JUN 27 2010

Submitted after final agenda
Date
Item 47



CHARLESTON NEIGHBORHOOD PRESERVATION

"Doing things today that will improve tomorrow"

Phone/Fax: 702-877-2438

TO: CLV Planning Commission Chair TRUESDELL, ViceChair ELLSWORTH, GOYNES, EVANS, TROWBRIDGE, QUINN, FLANGAS!
FROM; CNP
DATE: 26 August, 2010
RE: selected AGENDA items

#21-SUP-38607—APPROVAL is a wise vote in our studied opinion.

#29-SUP-38866—DENIAL must be the wise vote. We are alarmed about waivers which trample the written protections that were vital when established but today are imperatively essential and becoming more so as our economy declines along with (more frequently), the character of human nature.

Is this characteristic of the nature of elected and selected representatives of constituents for which these ordinances were made to protect, also on the descent? A 300 ft waiver in school distance?! A 400 ft. waiver in residential distance?! A 770 ft. waiver in 'another massage business' ?!

May DENIAL be sought also by our esteemed CLV councilpersons.

#31-SDR-38854—DENIAL is requested by this neighborhood which looks to the enhancement of all neighborhoods , the intellectual growth of residents, family and neighborhood bonding which this "Children's Discovery Museum" provides in the CURRENT location. A reason to gather neighborhood families and travel to another area of the city w/o parking stress and fees and time limits allowing even parents with their children to have optimum learning experiences w/o' hurry-up', 'that's enough meter time', and other learning deterrents.

47 parking spaces max for the 'New' city hall plans, with the question about that ignored by council, portends an atmosphere for residents of crowd-out, frustration, eagerness to leave, and not eager to return to such a milieu as the SYMPHONY area with a parent and child very casual dress play or birthday group.

If "we" are at a spot of 'do the best with what we've got', tourists will be served by your APPROVAL (with raise in admission) of SDR-38854, residents will be served by your DENIAL.

Thank you for the attentive care and nurture of our remaining residents!

June Ingram

Charleston Neighborhood Preservation PRESIDENT and BOARD

P.S. We do not want any more burning of buildings within our city boundaries.

RECEIVED

AUG 26 2010

21 A
29 P
31 P

BOARD & ADVISORY MEMBERS
Dennis Ardine-Vicki Arnold-Dick Branon-Erna Clark-Juanita Clark-Miriam Een- Danielle Hanslip-Rose Honrath-June Ingram-Rick Johnson-Jolanta Krol-Rod &Betty Larsen- Geno &Pearl Lonardo-Flo Montalvo-Dorothy Orr-Jim Seward-Pamela Stancliffe-Tim Volz-Marcus Gobel-Ginger Norton-Denise Reitz-Layne Rushforth-Jeanine Sweany-Julia Whaun-Jean Withers-Others

City of Las Vegas Agenda Item No.: **80.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: OCTOBER 6, 2010

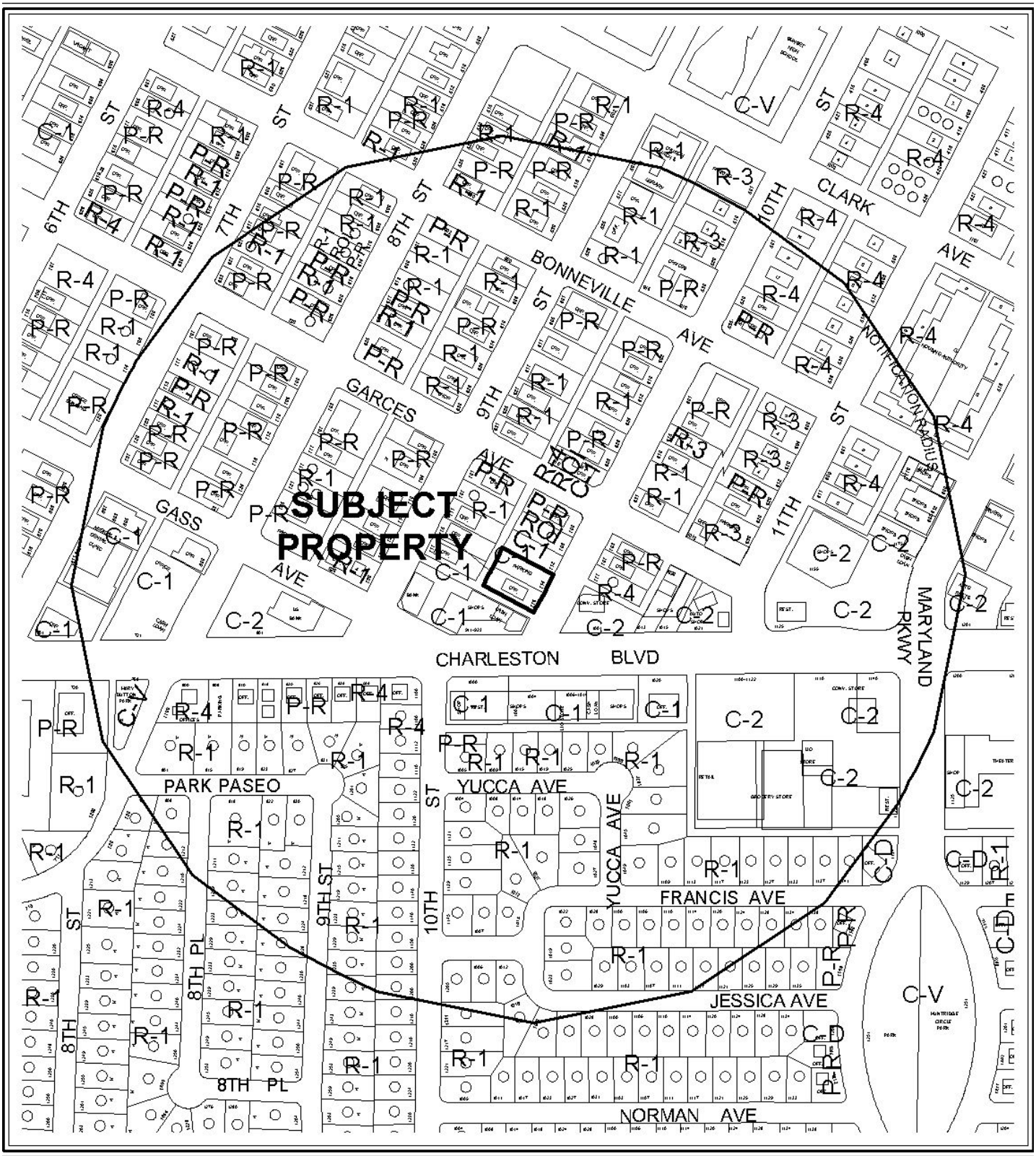
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-38864 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: AZTLAN BAIL BONDS - OWNER: CHARLESTON TOWERS, LLC - Request for a Special Use Permit FOR A 1,100 SQUARE-FOOT BAILBOND SERVICE at 714 and 716 South Tenth Street (APN 139-34-810-104 and 105), C-1 (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**2**	**Planning Commission Mtg.**	**3**
City Council Meeting	**2**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Protest Postcards
7. Backup referenced from the August 26, 2010 Planning Commission Meeting Item SUP-38864



0 200 400 Feet

CASE: **SUP-38864**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

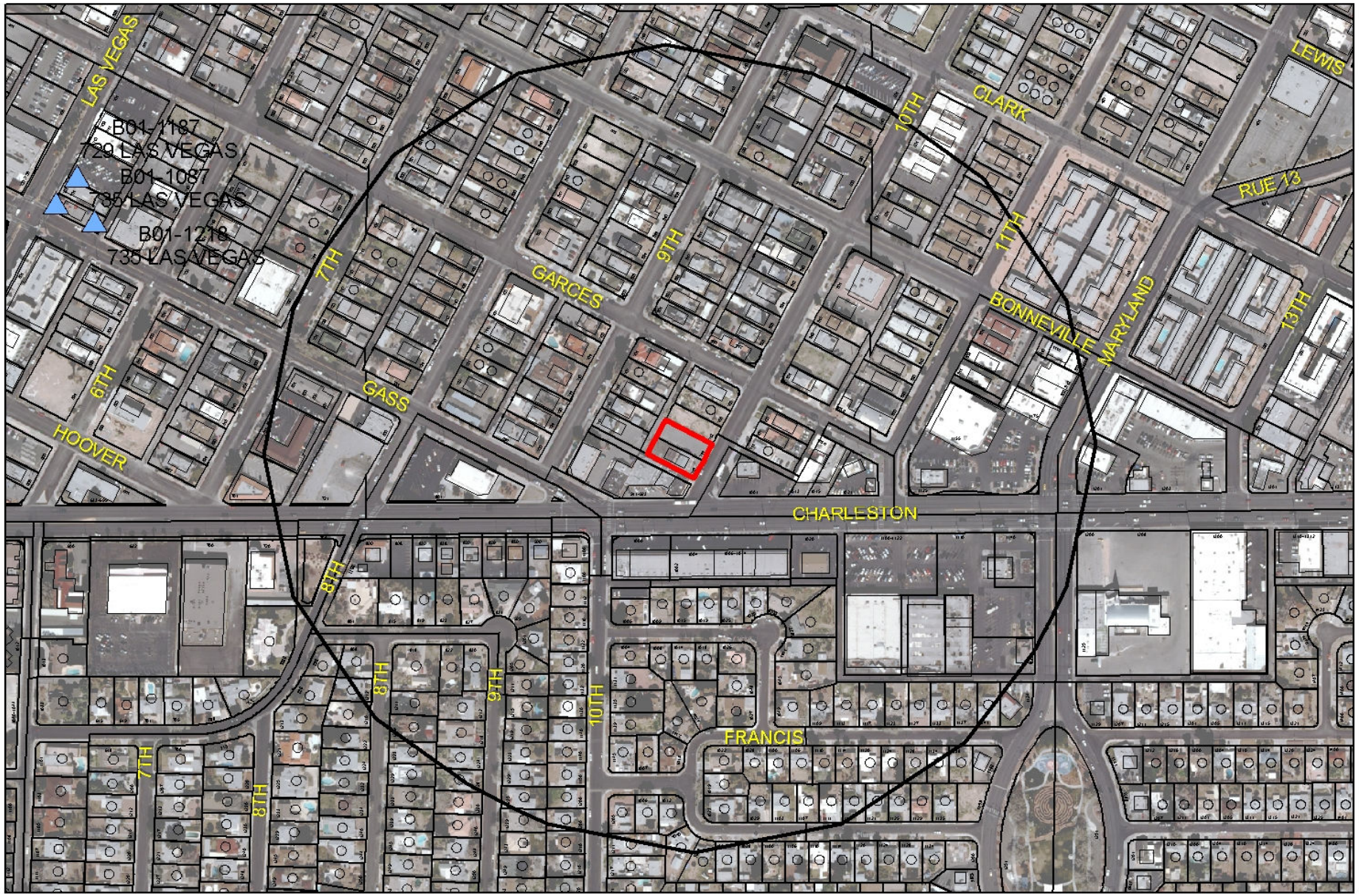
N



CASE: **SUP-38864**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



SUP-38864

Bail Bonds

Business Licenses

Bail Bond

Subject Property

1000 foot buffer

0 220 440 880 Feet

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: OCTOBER 6, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: AZTLAN BAIL BONDS - OWNER: CHARLESTON TOWERS, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-38864	Staff recommends APPROVAL, subject to conditions:	N/A

** CONDITIONS **

SUP-38864 CONDITIONS

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for a Bailbond Service use.

2. An off-site parking agreement for APN's 139-34-810-104 and 139-34-810-105 conforming to the requirements of Title 19.10.010(H)(1) shall be submitted to Planning and Development Department for approval and recorded prior to the issuance of a business license.

3. One van accessible handicap space conforming to the requirements of Title 19.10 shall be provided as depicted in the site plan date stamped 07/23/10.

4. All signage shall be in conformance with LVMC Title 19.14, or removed within 30 days of the date of final approval.

5. No vehicle signage shall be permitted as per LVMC Title 19.14.

6. The hours of operation shall not extend beyond the hours of 8:00 a.m. to 8:00 p.m.

Conditions Page Two
October 6, 2010 - City Council Meeting

7. This approval shall be void two years from the date of final approval, unless a business license has been issued to conduct the activity. An Extension of Time may be filed for consideration by the City of Las Vegas.

8. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Staff Report Page One
October 6, 2010 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Special Use Permit for a 1,100 square-foot Bailbond Service at 714 and 716 South 10th Street. If this application is denied, the proposed Bailbond Service use cannot be located within the subject site, nor can a business license be obtained for the use at this location.

ISSUES

- An off-Site Parking agreement for one handicapped parking space to be provided for the proposed use shall be recorded prior to the issuance of a business license.
- During a field check staff observed a sign installed on the roof of the building for the proposed use.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
05/03/72	The City Council approved a Rezoning (Z-0026-72) from R-1 (Single Family Residential) to P-R (Professional Office and Parking) for the parcel at 717 South 9th Street. The Planning Commission recommended approval.
02/06/91	The City Council approved a Rezoning (Z-0150-90) from R-1 (Single Family Residential), R-3 (Medium-Density Residential), R-4 (High-Density Residential), P-R (Professional Office and Parking) and C-1 (Limited Commercial) to C-1 (Limited Commercial) for two of the parcels that comprise the subject development. The Planning Commission recommended approval.
03/12/92	The Planning Commission approved the three Land Use Sector Maps of the General Plan.
08/26/10	The Planning Commission recommended APPROVAL (PC Agenda Item #14/rg).
09/06/99	The City Council approved a General Plan Amendment (GPA-0010-00) to amend portions of the Southeast Sector Plan to indicate areas of potential transition, correct errors from GIS data conversion, and to match actions taken since 1996.
09/06/00	The City Council approved the Las Vegas 2020 Master Plan. This site is within the Southeast Sector Area as described in the Plan.

10/01/03	The City Council approved an amendment (GPA-2497) to Map 9 of the City of Las Vegas Downtown Redevelopment Plan to consolidate all land use categories into four use designations. The subject site was designated as MXU (Mixed-Use).
11/01/06	The City Council approved a request to amend the Downtown Redevelopment Area Land Use Plan (GPA-14325), from MXU (Mixed Use) to C (Commercial) on 1.33 acres at 700, 708, 712, 714 and 716 South 10th Street and 715 and 717 South 9th Street. The Planning Commission recommended denial, whereas staff recommended approval.
	The City Council approved a request for a Special Use Permit (SUP-14339) for a proposed Mixed-Use Development at the northwest corner of Charleston Boulevard and Tenth Street. The Planning Commission recommended approval, whereas staff recommended denial.
	The City Council approved a request for a Variance (VAR-14342) to allow no stepback beyond the building setback line where a 1:1 stepback to height ratio is required along a street classified as collector or larger in conjunction with a proposed Mixed-Use Development on 2.05 acres at the northwest corner of Charleston Boulevard and 10th Street. The Planning Commission and staff recommended denial.
	The City Council approved a request for a Variance (VAR-14345) to allow lot coverage of 56 percent where 50 percent is the maximum allowed in conjunction with a proposed Mixed-Use Development on 2.05 acres at the northwest corner of Charleston Boulevard and 10th Street. The Planning Commission and staff recommended denial.
	The City Council approved a petition for a Vacation (VAC-12884) to vacate public alleys generally located south of Garces Avenue, between 9th and 10th Streets. The Planning Commission and staff recommended approval.
	The City Council approved a request for a Site Development Plan Review (SDR-14349) for a proposed Mixed-Use Development consisting of 350 residential condominium units and 18,000 square feet of commercial floor area within one 14-story and one 17-story building, and a waiver of the residential adjacency requirements on 2.05 acres at the northwest corner of Charleston Boulevard and 10th Street. The Planning Commission and staff recommended denial.
	The City Council approved a request for an Extension of Time (EOT-25370) of an approved Site Development Plan Review (SDR-14349) for a proposed Mixed-Use Development consisting of 350 residential condominium units and 18,000 square feet of commercial floor area within one 14-story and one 17-story building, and a waiver of the residential adjacency requirements on 2.05 acres at the northwest corner of Charleston Boulevard and 10th Street. The Planning and Development staff recommended approval.

12/20/07	The Planning and Development Department administratively approved a request for an Extension of Time (EOT-25371) for an approved Petition to Vacate (VAC-12884) public alleys generally located south of Garces Avenue, between 9th Street and 10th Street.
12/17/08	The City Council approved a request for an Extension of Time (EOT-31559) of an approved Variance (VAR-14342) to allow no setback beyond the building setback line where a 1:1 setback to height ratio is required along a street classified as collector or larger in conjunction with a proposed Mixed-Use Development on 2.05 acres at the northwest corner of Charleston Boulevard and 10th Street. The Planning and Development staff recommended approval.
	The City Council approved a request for an Extension of Time (EOT-31560) of an approved Special Use Permit (SUP-14339) for a proposed Mixed-Use Development at the northwest corner of Charleston Boulevard and 10th Street. The Planning and Development staff recommended approval.
12/18/08	The City Council approved a request for an Extension of Time (EOT-31563) of an approved Variance (VAR-14345) to allow lot coverage of 56 percent where 50 percent is the maximum allowed in conjunction with a proposed Mixed-Use Development on 2.05 acres at the northwest corner of Charleston Boulevard and 10th Street. The Planning and Development staff recommended approval.
	The City Council approved a request for an Extension of Time (EOT-31562) of an approved Site Development Plan Review (SDR-14349) for a proposed Mixed-Use Development consisting of 350 residential condominium units and 18,000 square feet of commercial floor area within one 14-story and one 17-story building, and a waiver of the residential adjacency requirements on 2.05 acres at the northwest corner of Charleston Boulevard and 10th Street. The Planning and Development staff recommended approval

Most Recent Change of Ownership	
05/28/10	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
05/01/91	A building permit (#91104815) was issued for a demolition of an existing building at 714 South 10th Street. The project was completed on 05/10/91.
05/03/91	A building permit (#91104981) was issued for a six-foot masonry wall at 714 South Tenth Street. The project was completed on 05/14/91.
06/01/10	A business license (#B01-01212) was processed by Business Licensing for a Bailbond Service at 716 South 10th Street. The license request was denied by Planning and Development Department requiring a Special Use Permit for a Bailbond Service.

Pre-Application Meeting	
06/25/10	A pre-application meeting was held with the applicant where elements of submitting a Special Use Permit for a Bailbond Service were discussed. The topic included: • Submitting a Site Plan showing the subject building and parking. • Handicapped parking shall be provided and comply with Title 19 standards. • Staff indicated to the applicant that the parking in front of the building does not comply with Title 19 standards and will not count towards the required parking.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
07/22/10	During a field check staff observed a sign installed on the roof of the building for the proposed use without a building permit for a sign. The rear parking lot is elevated higher than the office building in front of the property.

Details of Application Request	
Site Area	
Net Acres	0.16

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Office and Parking Lot	C (Commercial)	C-1 (Limited Commercial)
North	Vacant	C (Commercial)	P-R (Professional Office and Parking)
South	General Retail	C (Commercial)	C-1 (Limited Commercial)
East	Convenience Store	C (Commercial)	C-2 (General Commercial)
West	Office	C (Commercial)	C-1 (Limited Commercial)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
Live/Work Overlay District	X		N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area	X		Y
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.10, the following parking standards apply:

Parking Requirement							
	Gross Floor Area or Number of Units	***Required***			***Provided***		***Compliance***
			Parking		*Parking*		
Use		***Parking Ratio***	Regular	Handi-capped	Regular	Handi-capped	
Bailbond Service	1,100 SF	1/300 SF	4		12		
Parking Lot (Off-Site Parking)					20		
TOTAL SPACES REQUIRED			4		32		
TOTAL (With Handicapped)			3	1	32	1	Y

ANALYSIS

The applicant is proposing to establish a Bailbond Service use within an existing Office Building. A Bailbond Service use is defined by Title 19.20.020 as "an establishment that makes available to the public undertakings of bail in connection with judicial proceedings."

The submitted site plan depicts two lots, the southern lot containing the Bailbond Service with 12 existing parking spaces and the northern lot containing additional parking spaces, including one van accessible handicap space. Although the number of spaces provided on the southern lot exceeds the number of spaces required for the proposed use, the handicap space must be accommodated on the northern lot due to grade differences that do not meet the minimum requirements of the American with Disabilities Act (ADA) for handicap accessibility. As a result, an off-site parking agreement has been required for the northern lot to ensure that the required handicap accessible space meeting all code requirements is provided for the use.

During a field check staff observed a sign installed on the roof of the building for the proposed use. No records of a building permit for such sign. A condition of approval has been added stating that the existing sign must be permitted in conformance with Title 19.14.

The proposed Bailbond Service use requires approval of a Special Use Permit within a C-1 (Limited Commercial) zoning district. The subject site is located within the Downtown Redevelopment Area and major land uses permitted within the Redevelopment Area include: Residential, Industrial, Commercial, Public/Semipublic and Park/Open Space. The property is within the Live/Work Overlay District; however, the proposed use is for a Bailbond Service and the overlay district standards are not applicable. The proposed use meets all applicable requirements as set forth pursuant to Title 19.04 requirements and can be conducted in a manner that is harmonious and compatible with existing surrounding development and land uses; therefore staff recommends approval with conditions of this request.

FINDINGS (SUP-38864)

In order to approve a Special Use Permit application, per Title 19.18.060 the Planning Commission and City Council must affirm the following:

1. **The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

   The proposed Bailbond Service use can be conducted in a manner that is harmonious and compatible with existing surrounding development and land uses.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The proposed Bailbond Service use will be located within an existing office building, which is vacant. The proposed use is appropriate in the subject C-1 (Limited Commercial) zoning designation and is consistent with other Bailbond Service uses in the area.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   The access to the site is provided from 10th Street, an 80-foot right-of-way. An alley also provides access to the site. The alley is located adjacent to the west property line. 10th Street has sufficient capacity to accommodate the proposed use.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

Approval of the Special Use Permit is consistent with the General Plan, and will not compromise the public health, safety, or welfare.

5. The use meets all of the applicable conditions per Title 19.04.

The proposed Bailbond Service use meets all applicable requirements as set forth pursuant to Title 19.04 requirements.

PLANNING COMMISSION ACTION

This item was on the Planning Commission One Motion One Vote agenda. Since then conditions 4 and 5 may be clarified:

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 26

NOTICES MAILED 241 (By City Clerk)

APPROVALS 3

PROTESTS 2

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-38864** APN: 139-34-810-105 & 104

Name of Property Owner: Charleston Towers, LLC

Name of Applicant: Lloyds of Las Vegas DBA: Aztlan Bail Bonds

Name of Representative: Karina Alfaro

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes ☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Mark Dix

Subscribed and sworn before me

This 13th day of JULY, 2010

Elizabeth Moore

Notary Public in and for said County and State

ELIZABETH MOORE
COMM. #1806602
NOTARY PUBLIC • CALIFORNIA
RIVERSIDE COUNTY
Comm. Exp. JULY 15, 2012

RECEIVED
JUL 15 2010

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Lloyds of Las Vegas DBA: Aztlan Bail Bonds

Project Address (Location) 716 S. 10th Street Las Vegas, NV 89101

Project Name _____ **Proposed Use** Bail Bond Office

Assessor's Parcel #(s) 139-34-810-105 & 164 **Ward #** _____

General Plan: existing _____ proposed _____ **Zoning:** existing _____ proposed _____

Commercial Square Footage 1047 **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Charleston Towers LLC **Contact** John Weisler

Address 18501 Collier Ave #B-106 **Phone:** (702) 595-4295 **Fax:** _____

City Lake Elsinore **State** CA **Zip** 92530

E-mail Address jwmichaels@earthlink.net

APPLICANT Aztlan Bail Bonds **Contact** Karina Alfaro

Address 716 S. 10th Street **Phone:** (702) 366-1421 **Fax:** (702) 366-1869

City Las Vegas **State** NV **Zip** 89101

E-mail Address aztlanbailbonds@yahoo.com

REPRESENTATIVE Huggins Law Office **Contact** Mr. Huggins

Address 228 S. Fourth Street **Phone:** (702) 387-4014 **Fax:** (702) 387-3129

City Las Vegas **State** NV **Zip** 89101

E-mail Address _____

Property Owner Signature* for: Charleston Towers LLC

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Mark S. Dix

Subscribed and sworn before me

This 13th day of July, 20 10.

Elizabeth Moore

Notary Public in and for said County and State

ELIZABETH MOORE
COMM. #1806602
NOTARY PUBLIC • CALIFORNIA
RIVERSIDE COUNTY
Comm. Exp. JULY 15, 2012

FOR DEPARTMENT USE ONLY

Case #	SUP-39864
Meeting Date:	8-26-10
Total Fee:	$1030.00
Date Received:*	7-13-10
Received By:	JFM

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

f:\depot\Application Packet\Application Form.pdf

Revised 10/27/08

RECEIVED
JUL 15 2010

Charleston Towers, LLC
18501 Collier Ave. Suite B-106

Lake Elsinore, CA. 92530

July 13, 2010

Application / Petition Form

Planning and Development Department

I, Mark Dix , am the managing member and have financial interest in said property located at 716 S.. 10th Street, Las Vegas, 89101.

Best regards,

Mark Dix
em

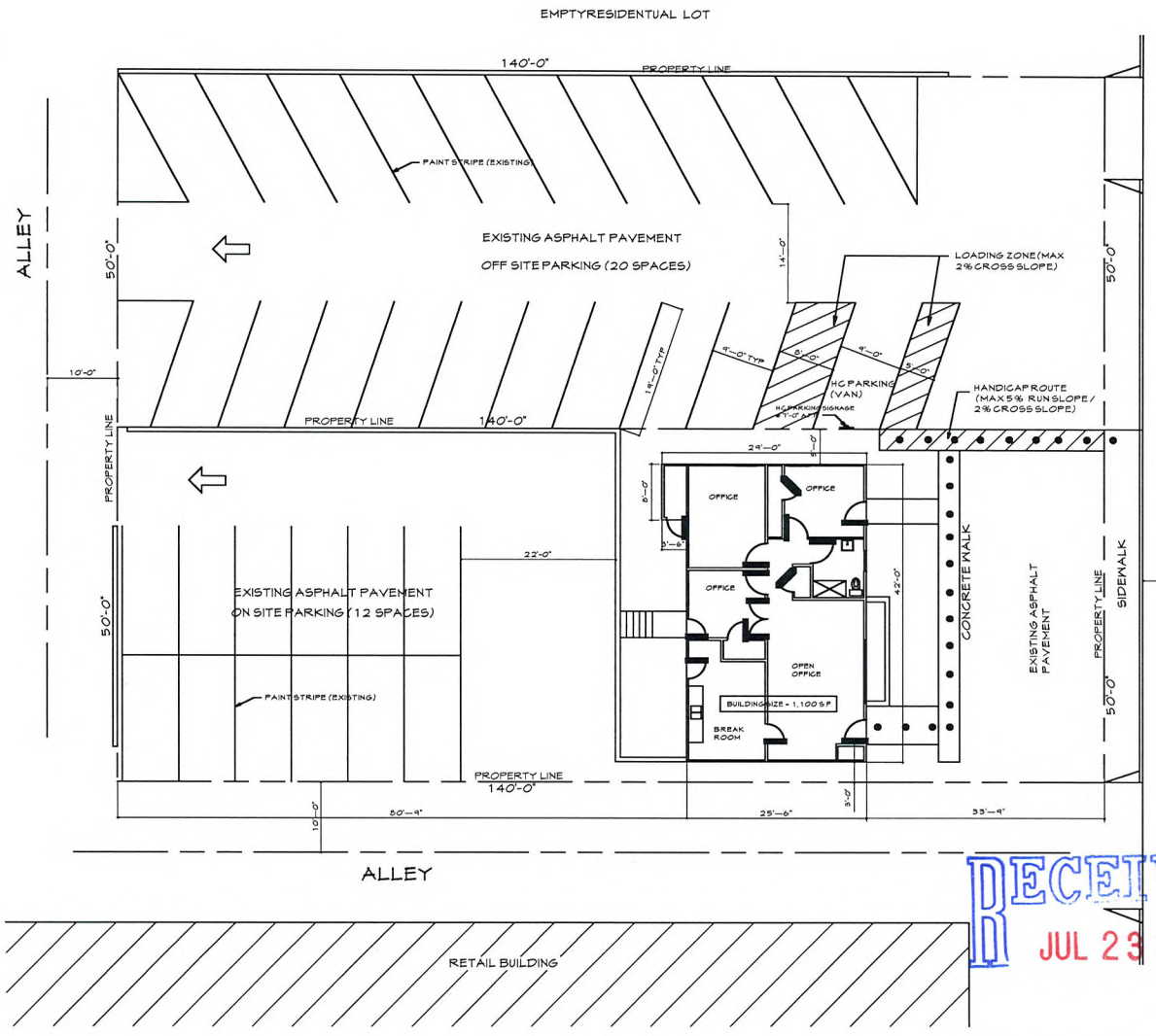
Property Owner Signature _____

Print Name MARK S. DIX

Subscribed and sworn before me
This 13th day of July, 2010
Elizabeth Moore

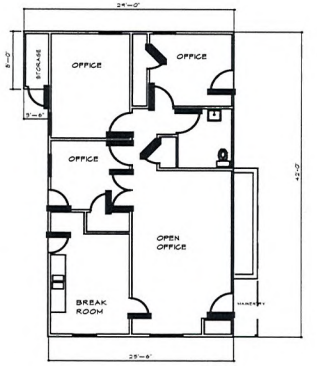
ELIZABETH MOORE
COMM. #1806602
NOTARY PUBLIC • CALIFORNIA
RIVERSIDE COUNTY
Comm. Exp. JULY 15, 2012

RECEIVED
JUL 15 2010



EXISTING SITE PLAN

SCALE: 1/8"



BUILDING SIZE = 1,100 S.F.

OFFICE OCCUPANCY =
1,100 S.F. / 100 = 11 PERSONS

EXISTING FLOOR PLAN

SCALE 1/8"

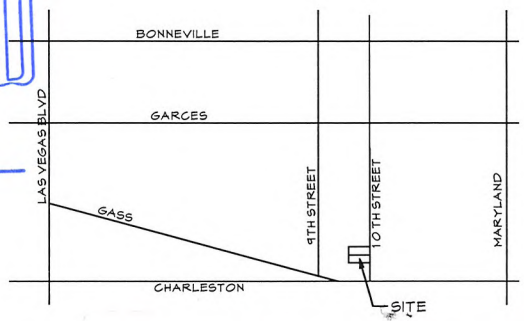
PARKING ANALYSIS

PARKING PROVIDED : 12 SPACES ON SITE
20 SPACES OFF SITE
32 SPACES TOTAL

PARKING REQUIRED:
1,100 S.F. BUILDING SIZE / 300 = 4 SPACES

PROPERTY SIZE = 7,000 S.F.

Axtlan Bail Bonds Office
716 South 10th Street
Las Vegas, Nevada 89101



VICINITY MAP

RECEIVED
JUL 23 2010

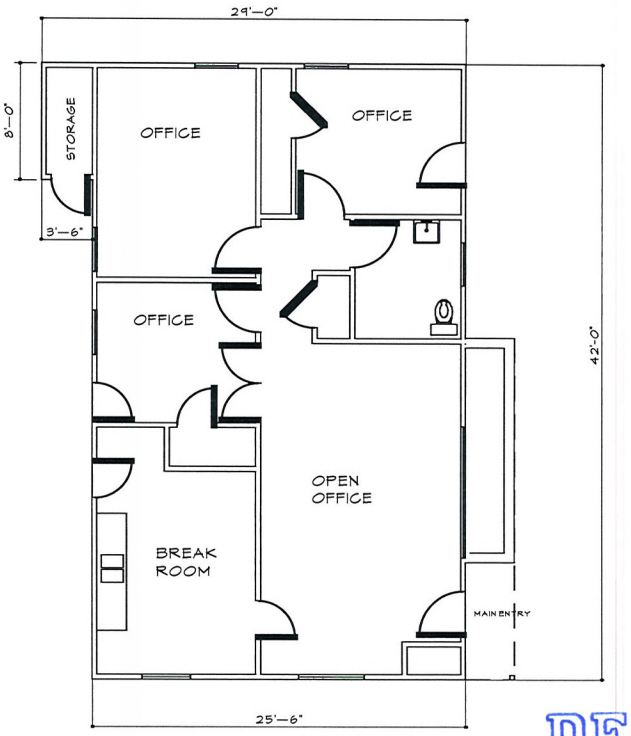
SUP-38864
REVISED

Axtlan Bail Bonds Office
716 South 10th Street
Las Vegas, Nevada 89101
SITE PLAN / FLOOR PLAN AS-BUILT

REVISIONS

RICHARD P. THRELFALL ARCHITECT, INC.
6512 WEST DIABLO DRIVE
LAS VEGAS, NEVADA 89118
(702) 388-0716 VOICE
(702) 873-3717 FAX
RPTARCH@COX.NET

A-1



BUILDING SIZE = 1,100 S.F.

OFFICE OCCUPANCY =
1,100 S.F. / 100 = 11 PERSONS

RECEIVED
JUL 23 2010

EXISTING FLOOR PLAN
SCALE: 1/4"

Axtlan Bail Bonds Office
716 South 10th Street
Las Vegas, Nevada 89101

SUP-38864
REVISED

Axtlan Bail Bonds Office
716 South 10th Street
Las Vegas, Nevada 89101
FLOOR PLAN AS-BUILT

REVISIONS
1
2
3
4

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RICHARD P. THRELFALL ARCHITECT, INC.
6512 WEST DIABLO DRIVE
LAS VEGAS, NEVADA 89118
(702) 388-0716 VOICE
(702) 873-3717 FAX
RPTARCH@COX.NET

A-2



SUP-38864 - APPLICANT: AZTLAN BAIL BONDS - OWNER: CHARLESTON TOWERS, LLC
714 & 716 SOUTH TENTH STREET

07/22/10



SUP-38864 - APPLICANT: AZTLAN BAIL BONDS - OWNER: CHARLESTON TOWERS, LLC
714 & 716 SOUTH TENTH STREET

07/22/10



SUP-38864 - APPLICANT: AZTLAN BAIL BONDS - OWNER: CHARLESTON TOWERS, LLC
714 & 716 SOUTH TENTH STREET

07/22/10



SUP-38864 - APPLICANT: AZTLAN BAIL BONDS - OWNER: CHARLESTON TOWERS, LLC
714 & 716 SOUTH TENTH STREET

07/22/10



SUP-38864 - APPLICANT: AZTLAN BAIL BONDS - OWNER: CHARLESTON TOWERS, LLC
714 & 716 SOUTH TENTH STREET

07/22/10

3003 S. Valley View Blvd. # 150
Las Vegas, NV 89102
702.366.1421 Phone
702.366.1869 Fax

07/13/2010

To whom it may concern:

We Lloyds of Las Vegas DBA: Aztlan Bail Bonds are a bail bonds office with 3 employees. Our hours of operations are 8:00 am to 8:00 pm, seven (7) days a week. We have 2 other locations already licensed; location #1 Free at Last Bail Bonds located at 3003 s Valley View # 150 Las Vegas, NV 89102 & Location #2 Free at Last Bail Bonds Located at 2657 N. Las Vegas Blvd Ste. D North Las Vegas, NV 89030. We have a bail license through the Division of Insurance to cover all the locations, License # 622315 for both Free at Last Location and License # 699924 for Aztlan Bail Bonds (Information is also attached). If you should need any more information or should have any questions or concern please feel free to reach our office at 702-366-1421.

Thank you,

07.13.10

Lloyd J. Henderson
President/Owner

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JUL 13 2010

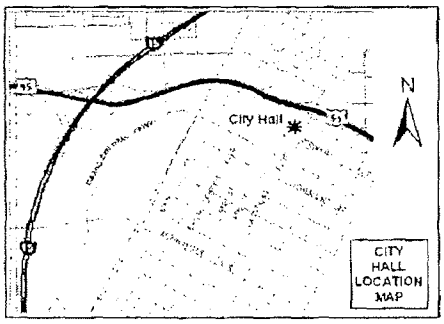
SUP-38864

RECEIVED
CITY CLERK

2010 SEP 22 A 9:05

ty of Las Vegas
Tice Of The City Clerk
0 Stewart Avenue
is Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



you wish to file your protest or support on this request, check the ppropriate box below and return this card in an envelope with postage to the)ffice Of The City Clerk at the address listed above or fax this side of this ard to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38864

City Council Meeting of 10/06/2010

ADAMI CARL B
MCGILL MELISSA M
1114 FRANCIS AVE
LAS VEGAS NV 89104-1500

APN#16203514014

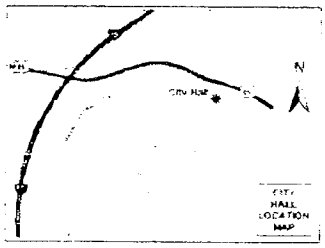
P.01
431 9446
SEP-18-10 03:26 PM CLAYS.
09/18/2010 SAT 13:47 [TX/RX NO 8289] 001

RECEIVED
CITY CLERK

2010 SEP 20 A 7:54

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38864

City Council Meeting of: 10/6/2010

STUFF CLAYTON C
1064 YUCCA AVE
LAS VEGAS NV 89104-1503

APN#162035120[illegible]

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

CITY OF LAS VEGAS

ONE MOTION / ONE VOTE

Planning and Development Department
Case Planning Division
731 South Fourth Street
Las Vegas, Nevada 89101
(702) 229-6301 Phone (702) 385-7268 Fax

SUBJECT: ***SUP-38864 - APPLICANT: AZTLAN BAIL BONDS • OWNER: CHARLESTON TOWERS, LLC***

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the *AUGUST 26, 2010* Planning Commission meeting. All of these items will be placed at the beginning of the agenda. The Chairman of the Planning Commission will open them at the same time.

Enclosed please find the proposed conditions of approval. If you agree to these conditions, please sign this form and fax it to *Carman Burney at (702) 385-7268*. If there is no one present at the Planning Commission meeting who wants to discuss this item, you will not be called to the podium to discuss the case. However, you must be present in case any Planning Commissioner or member of the public wants to discuss the item. If you have any questions, please contact my office at (702) 229-6301.

Please sign and date that you have read and agree to the conditions and return to our office by 5:00PM *AUGUST 25 2010*.

Signature — Date: 08.23.10

Lloyd J. Henderson

Please Print Name

AZTLAN BAIL BONDS

Company Name

RECEIVED
AUG 24 2010

Sincerely,

Steve Gebeke
Planning Supervisor
Case Planning Division

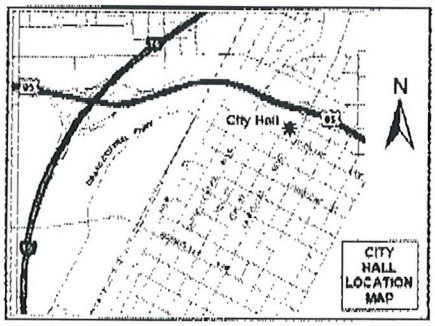
14

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
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MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38864

Planning Commission Meeting of 8/26/2010

THE NEIGHBORHOOD HAS GONE "DOWNHILL" ENOUGH THE WAY IT IS. WE DO NOT NEED THE TYPES OF PEOPLE BAIL BONDS ESTABLISHMENTS ATTRACK COMING INTO THE NEIGHBORHOOD ANY MORE THAN ALREADY IS.

Case: SUP-38864
16203512016
STUPP CLAYTON C
1004 YUCCA AVE
LAS VEGAS NV 89104-1507

TOTAL P.01

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AUG 16 2010

14P

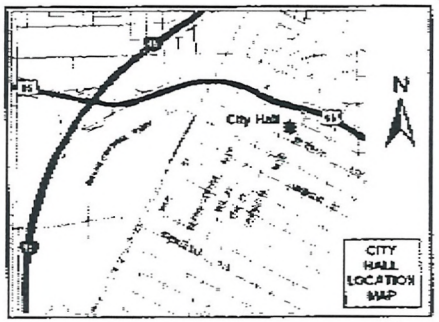
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City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38864
Planning Commission Meeting of 8/26/2010

Case: SUP-38864
13934811014
WHITT FAMILY TRUST
2701 BRYANT AVE
LAS VEGAS NV 89102-2161

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AUG 16 2010

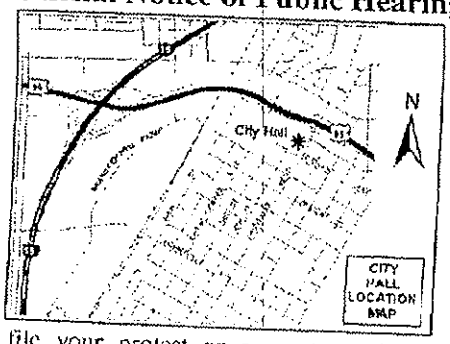
FAX0511 89103

14P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested

Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38864

Planning Commission Meeting of 8/26/2010

13934810093 Case: SUP-38864
KIM WONSON & HAESOOK
2101 S WATSON ST
LA HABRA CA 90631-9518

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AUG 23 2010

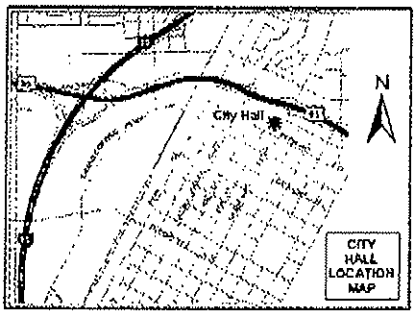
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Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

Case: SUP-38864

13934810075
CHARLESTON TOWERS L L C
18501 COLLIER AVE #B-106
LAKE ELSINORE CA 92530-2764

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38864
Planning Commission Meeting of 8/26/2010

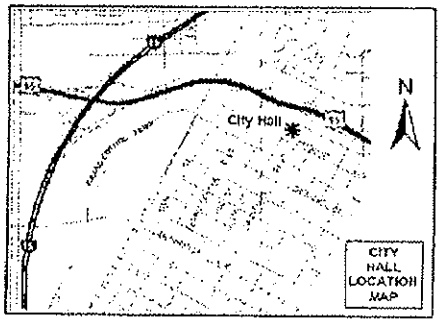
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AUG 25 2010

14A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested

Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

Case: SUP-38864

13934810092
KIM WONSON & HAESOCK
2101 S WATSON ST
LA HABRA CA 90631-9518

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38864

Planning Commission Meeting of 8/26/2010

RECEIVED
AUG 23 2010

14A

City of Las Vegas Agenda Item No.: **81.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: OCTOBER 6, 2010

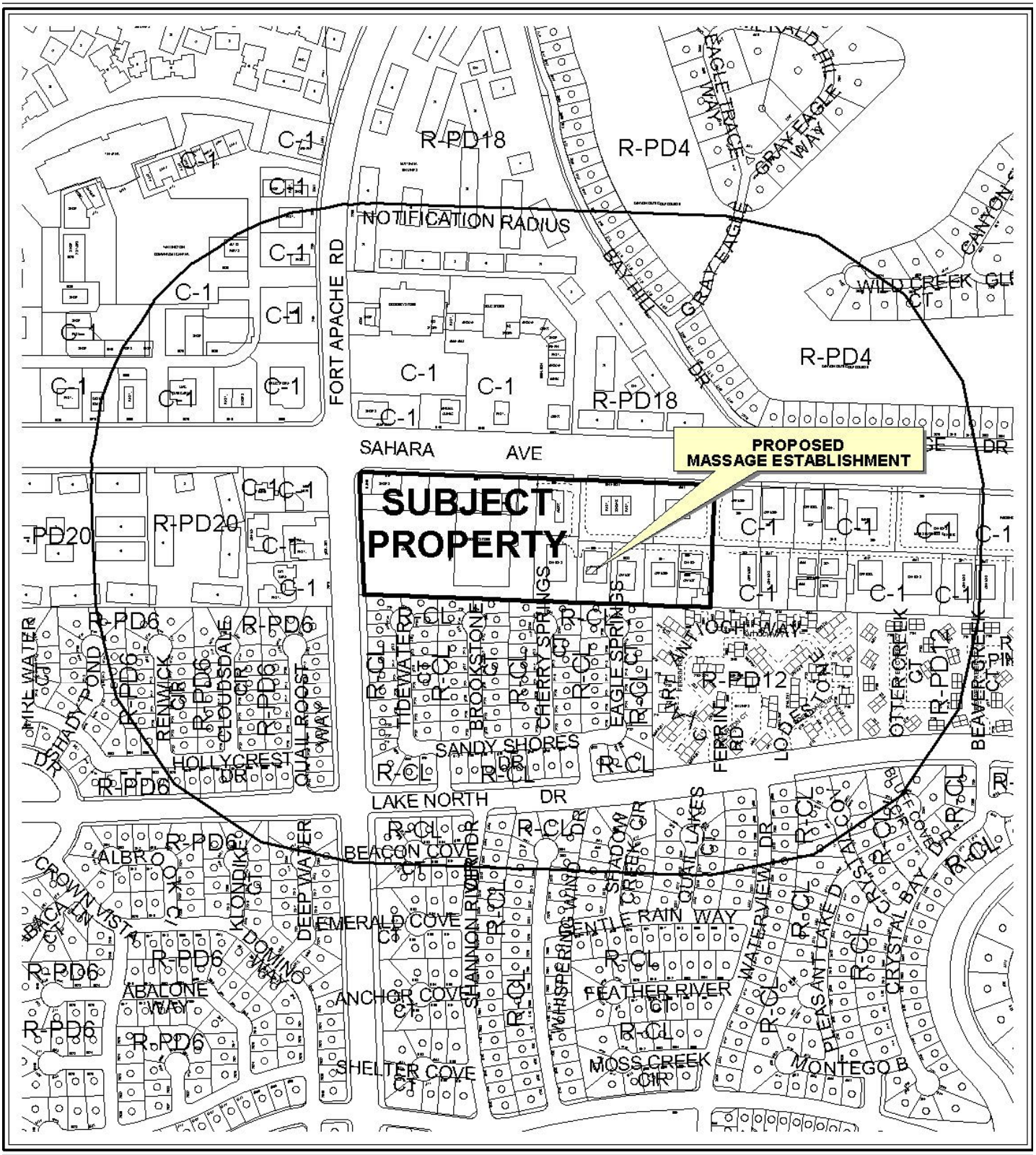
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-38866 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: LESLEE WILBURN - OWNER: LUKE-LOBATO, LLC - Request for a Special Use Permit FOR A 775 SQUARE-FOOT MASSAGE ESTABLISHMENT WITH WAIVERS OF THE DISTANCE SEPARATION REQUIREMENTS TO ALLOW 100 FEET FROM A SCHOOL WHERE 400 FEET IS REQUIRED, ZERO FEET FROM A RESIDENTIAL USE WHERE 400 FEET IS REQUIRED AND A 230 FEET FROM ANOTHER MASSAGE ESTABLISHMENT WHERE 1,000 FEET IS REQUIRED at 9061 West Sahara Avenue, Suite #104 (APN 163-08-121-019), C-1 (Limited Commercial) Zone, Ward 2 (Wolfson). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**11**	**Planning Commission Mtg.**	**1**
City Council Meeting	**14**	**City Council Meeting**	**1**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Protest/Support Postcards
7. Backup referenced from the August 26, 2010 Planning Commission Meeting Item SUP-38866



0 300 600 Feet

CASE: **SUP-38866**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



CASE: **SUP-38866**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: OCTOBER 6, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: LESLEE WILBURN - OWNER: LUKE-LOBATO, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-38866	Staff recommends DENIAL, if approved subject to conditions:	N/A

** CONDITIONS **

SUP-38866 CONDITIONS

Planning and Development

1. An administrative review shall be required one year after issuance of a business license

2. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for a Massage Establishment use.

3. Conformance to the approved conditions for Rezoning (Z-0004-85) and Site Development Plan Review [Z-0004-85(3)].

4. This approval shall be void two years from the date of final approval, unless a business license has been issued to conduct the activity. An Extension of Time may be filed for consideration by the City of Las Vegas.

5. The hours of operation shall be limited to the period between 8:00 a.m. and 9:00 p.m., unless further limited by the City Council on a case-by-case basis.

6. Prior to occupancy, all necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Building and Safety Department.

7. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

8. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Staff Report Page One
October 6, 2010 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Special Use Permit for a proposed 775 square-foot Massage Establishment within an existing business park located at 9061 West Sahara Avenue, Suite #104. The subject location of the proposed use is a vacant suite within a commercial subdivision.

The subject location is not compatible with surrounding uses, as is evidenced by the need for Waivers, due to the proximity of the subject site to a school, residential property and another Massage Establishment; therefore, staff recommends denial. If denied, the use would not be permitted at the subject location.

ISSUES

- The use is permitted in the C-1 zoning district with the approval of a Special Use Permit.
- A Waiver of the Minimum Special Use Permit Requirement to allow a 100-foot distance separation from a school, where 400 feet is required is needed for approval of this Special Use Permit.
- A Waiver of the Minimum Special Use Permit Requirement to allow a zero foot distance separation from a residential use, where 400 feet is required is needed for approval of this Special Use Permit.
- A Waiver of the Minimum Special Use Permit Requirement to allow a 230-foot distance separation from another Massage Establishment, where 1,000 feet is required is needed for approval of this Special Use Permit.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
03/06/85	The City Council approved a request for Rezoning (Z-0004-85) of this site from N-U (Non-Urban) [Under Resolution of Intent to P-R (Professional Office and Parking), C-1 (Limited Commercial), R-PD7 (Residential Planned Development – 7 Units Per Acre) and R-PD23 (Residential Planned Development – 23 Units Per Acre)] to C-1 (Limited Commercial) of this site as part of a larger request. The Planning Commission and staff recommended approval.
11/29/94	The Planning Commission approved a Plot Plan and Building Elevation Review [Z-0004-85(3)] for an Office Park within a portion of the overall site.
08/26/10	The Planning Commission (7-0 vote) recommended APPROVAL (PC Agenda Item #29/jg).

Most Recent Change of Ownership	
01/28/97	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
05/27/97	A building permit (97010900) was issued for shell building at 9061 West Sahara Avenue. The permit was finaled on 02/16/99.
08/05/97	A building permit (97016097) was issued for Interior Build out at 9061 West Sahara Avenue, Suite #101. The permit was finaled on 02/16/99.
05/03/00	A building permit (8491) was issued for a Tenant Improvement for Certificate of Occupancy at 9061 West Sahara Avenue, Suite #104. The permit was finaled on 06/08/00.
07/24/03	A building permit (8491) was issued for a Tenant Improvement for Certificate of Occupancy at 9061 West Sahara Avenue, Suite #103. The permit was finaled on 09/30/03.

Pre-Application Meeting	
06/28/10	A pre application meeting was held with the applicant where the submittal requirements for a Special Use Permit were discussed. Topics included: • A Waiver to allow a 100-foot distance separation from a school, where 400 feet is required, a Waiver to allow a zero foot distance separation from a residential use, where 400 feet is required and a Waiver to allow a 230-foot distance separation from another Massage Establishment, where 1,000 feet is required will be required for approval of the Special Use Permit request.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
07/22/10	Staff conducted a field check and noted a well maintained office park, free of trash and debris.

Details of Application Request	
Site Area	
Net Acres	.66 (A portion of 13.7 acres)

Surrounding Property	*Existing Land Use Per Title 19.04*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Office Park	SC (Service Commercial)	C-1 (Limited Commercial)
North	General Retail/Restaurants	SC (Service Commercial)	C-1 (Limited Commercial)
South	Single Family Residence	ML (Medium Low Density Residential)	R-CL (Single Family Compact-Lot)
East	Office Park	SC (Service Commercial)	C-1 (Limited Commercial)
West	Office Park	SC (Service Commercial)	C-1 (Limited Commercial)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.10, the following parking standards apply:

Parking Requirement							
	Gross Floor Area or Number of Units	***Required***			***Provided***		***Compliance***
			Parking		*Parking*		
Use		***Parking Ratio***	Regular	Handi-capped	Regular	Handi-capped	
Shopping Center	142,242 SF	1/250 SF	581		700		Y
TOTAL SPACES REQUIRED			581		700		Y
TOTAL (With Handicapped)			569	12	673	27	Y

Waivers		
Requirement	***Request***	***Staff Recommendation***
400-foot distance separation from a school.	To allow 100 feet.	Denial
400-foot distance separation from a residential use.	To allow 0 feet.	Denial
1,000-foot distance separation from another Massage Establishment.	To allow 230 feet.	Denial

ANALYSIS

Title 19.04 defines a Massage Establishment as, "A facility which is occupied and used for the purpose of practicing massage therapy as defined in LVMC Chapter 6.52." The applicant is proposing a 775 square-foot Massage Establishment with Waivers to allow a 100-foot distance separation from a school where 400 feet is required, a zero foot distance separation from a residential use where 400 feet is required, and a 230-foot distance separation from another Massage Establishment, where 1,000 feet is required. The subject location is within a 142,242 square-foot Shopping Center and Office Park, which has more provided parking than required per code. Staff recommends denial of the Waivers, as convincing and substantial evidence has not been shown that the Waivers would not be contrary to the intent of the Massage Establishment use. Staff is therefore recommending denial of this request, as the proposed use cannot be conducted in a manner that is compatible with the surrounding uses.

FINDINGS (SUP-38866)

In order to approve a Special Use Permit application, per Title 19.18.060 the Planning Commission and City Council must affirm the following:

1. **The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

   The applicant has requested Waivers of the Title 19 distance separation requirements from a school, a residential use, and from another Massage Establishment. The use is not appropriate within the subject commercial center due to the close proximity to residential uses, school and another Massage Establishment and would not be compatible and harmonious with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.

2. The subject site is physically suitable for the type and intensity of land use proposed.

The subject site is physically suitable for the type and intensity of the proposed use, as the commercial center has more parking available than required per Title 19.10 parking standards.

3. Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.

Site access is provided from Sahara Avenue and Fort Apache Road; both are 100-foot Primary Arterials, as designated in the Master Plan of Streets and Highways.

4. Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.

Approval of this Special Use Permit will not compromise the public health, safety, or welfare or the overall objectives of the General Plan, as the proposed Massage Establishment use will be subject to regular inspections.

5. The use meets all of the applicable conditions per Title 19.04.

The proposed use fails to meet Minimum Special Use Requirements 3 and 4 as listed in Title 19.04 Development Standards for a Massage Establishment use, as evidenced by the requested Waivers.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 7

NOTICES MAILED 925 (By City Clerk)

APPROVALS 1

PROTESTS 11

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-38866** APN: 163-08-121-019

Name of Property Owner: Robin D. Lobato

Name of Applicant: Leslee Wilburn

Name of Representative: Leslee Wilburn

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____

APN: _____

Signature of Property Owner: _____

Print Name: Robin D. Lobato

Subscribed and sworn before me

This 13th day of July, 2010

_____

Notary Public in and for said County and State

DOMINICK MOBLEY
Notary Public, State of Nevada
Appointment No. 07-0154-1
My Appt. Expires Jan 18, 2011

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Revised 11-14-06

f:\depot\Application Packet\Statement of Financial Interest.pdf

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Special Use permit

Project Address (Location) 9061 W. Sahara Ave. Ste. 104 LV, NV 89117

Project Name Ilan Massage Studio **Proposed Use** Massage establishment

Assessor's Parcel #(s) 163-08-121-019 **Ward #** 2

General Plan: existing SC proposed _____ **Zoning:** existing C-1 proposed _____

Commercial Square Footage 750 sq ft. **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Luke - Lobato LLC **Contact** Robin Lobato

Address 9061 W. Sahara Ste 101 **Phone:** 877-0500 **Fax:** 877-9291

City LV **State** NV **Zip** 89117

E-mail Address drlobato@drlobato.com

APPLICANT Leslee Wilburn **Contact** 702-612-2008

Address 8435 W. Sahara #233 **Phone:** _____ **Fax:** _____

City LV **State** NV **Zip** 89117

E-mail Address lesleewilburn@hotmail.com

REPRESENTATIVE _____ **Contact** _____

Address Same as above **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name ROBIN D. LOBATO

Subscribed and sworn before me

This 13th day of July, 2010.

_____

Notary Public in and for said County and State

DOMINICK MOBLEY
Notary Public, State of Nevada
Appointment No. 07-0154-1
My Appt. Expires Jan 18, 2011

FOR DEPARTMENT USE ONLY

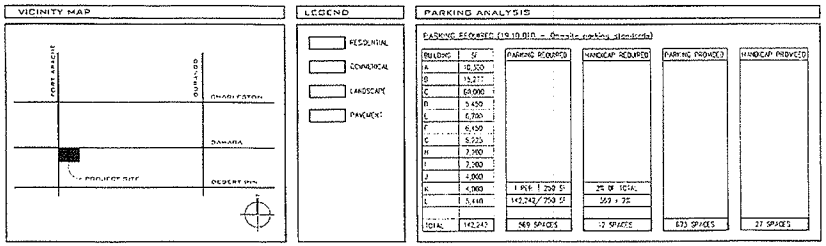
Case #	SUP-38866
Meeting Date:	08/26/10
Total Fee:	1030.00
Date Received:*	07/13/10
Received By:	

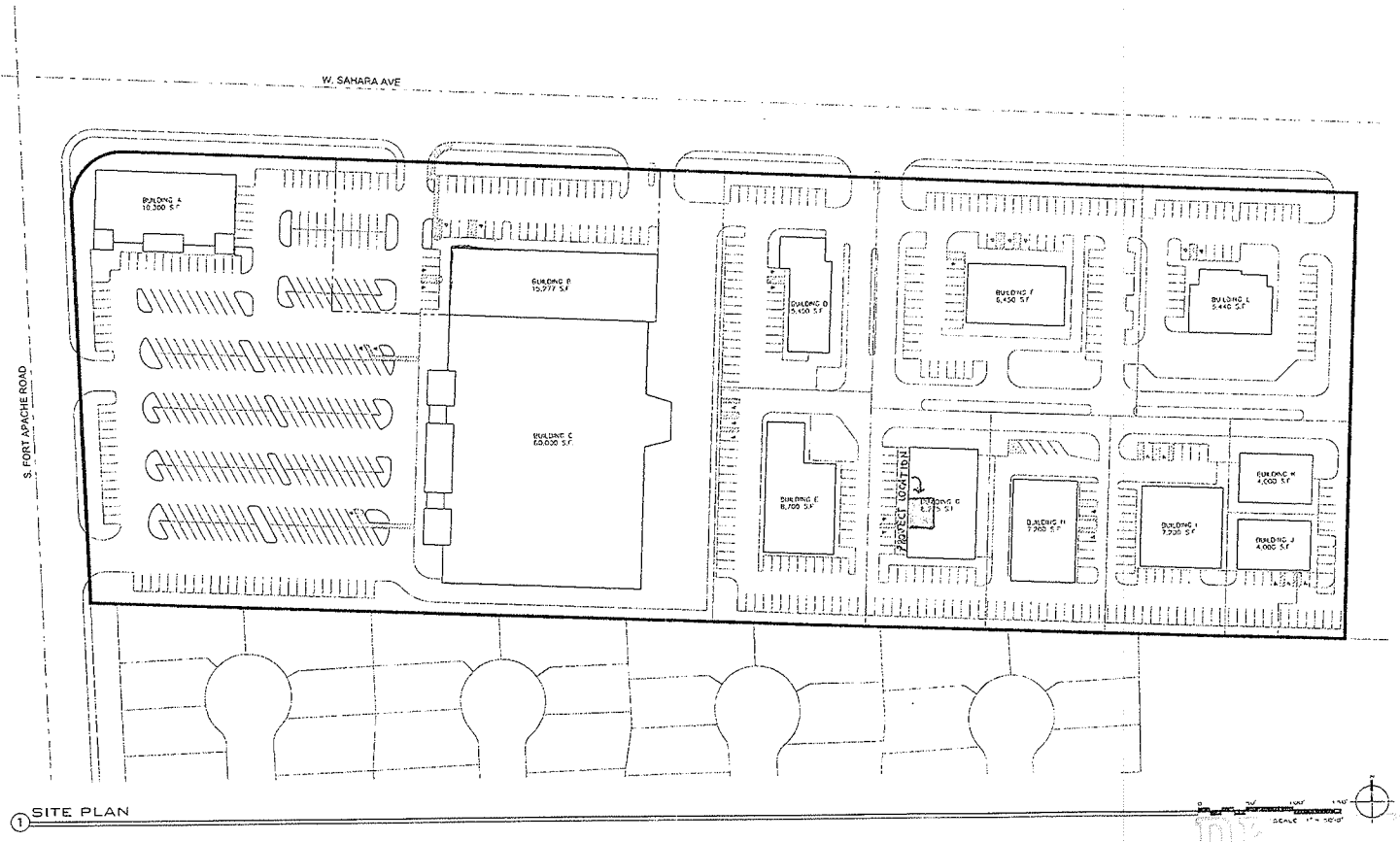
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*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

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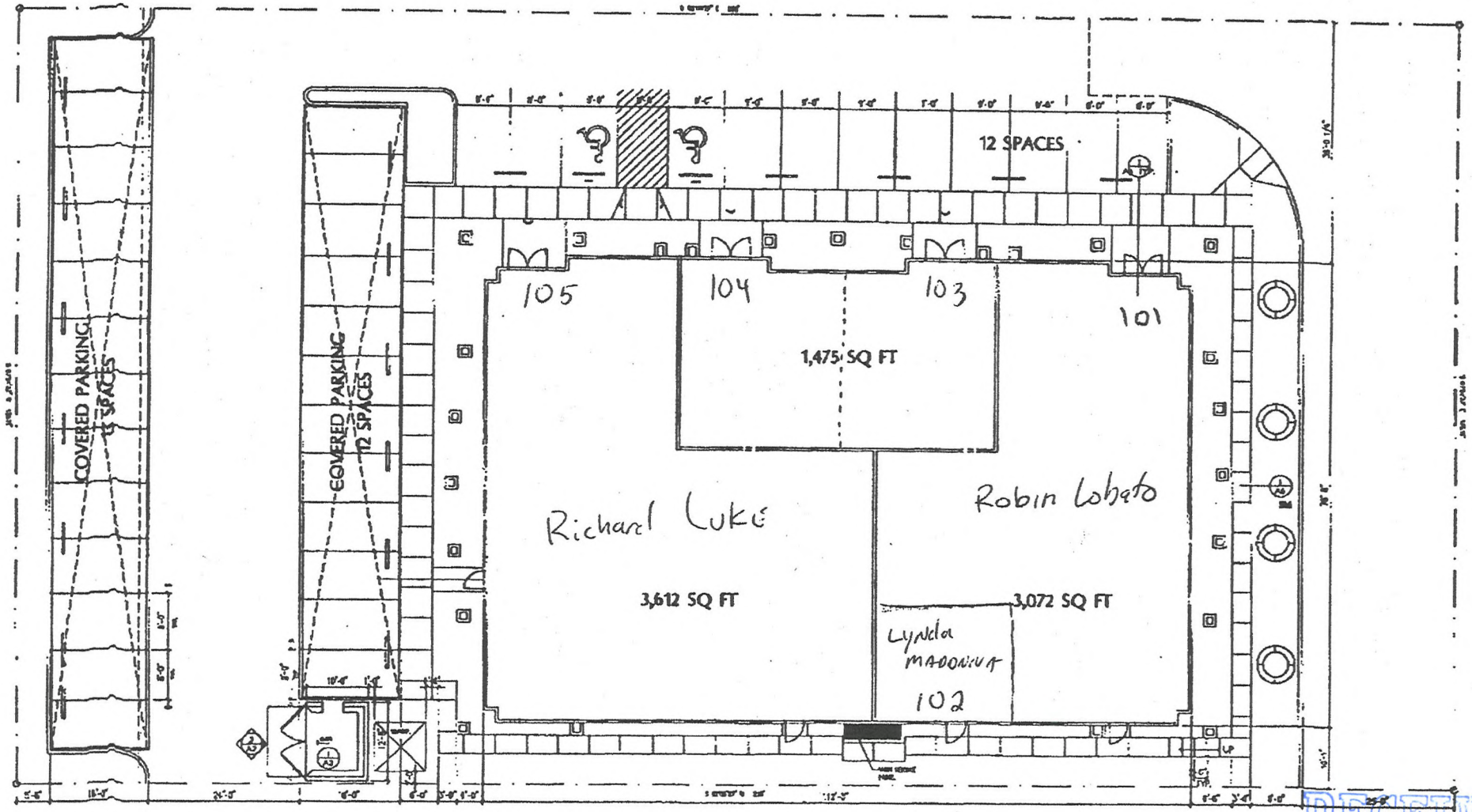


1 SITE PLAN

SCALE 1" = 50'-0"

SUP-38866
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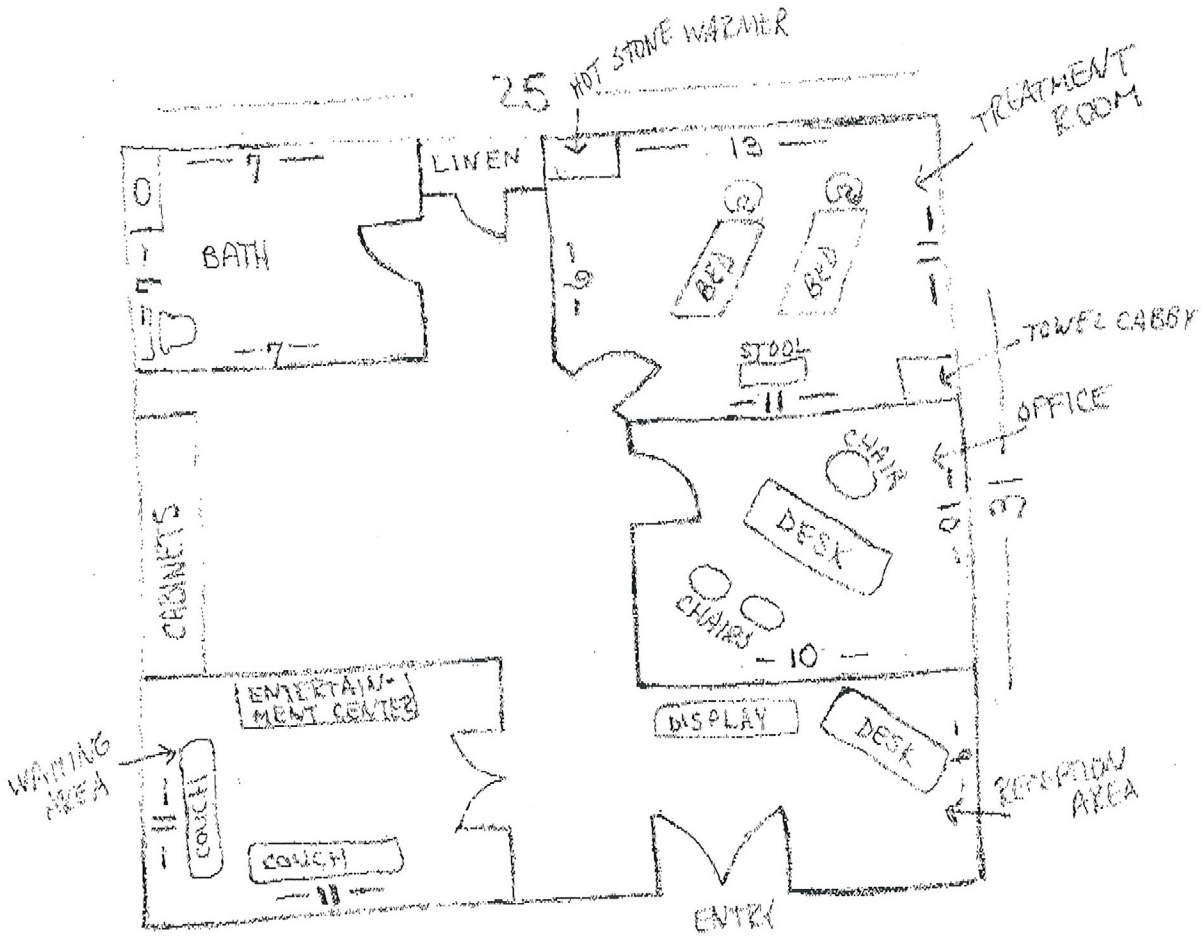


1 site plan
SCALE: N.T.S.

NORTH

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SUP-38866



775 sq. ft.

9061 W. Sahara Ave. #101
Las Vegas, NV. 89117

SUP-38866
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RECEIVED
JUL 30 2010



SUP-38866 - APPLICANT: LESLEE WILBURN - OWNER: LUKE-LOBATO, LLC
9061 WEST SAHARA AVENUE, SUITE #104

07/22/10



SUP-38866 - APPLICANT: LESLEE WILBURN - OWNER: LUKE-LOBATO, LLC
9061 WEST SAHARA AVENUE, SUITE #104

07/22/10

JUSTIFICATION LETTER FOR 9061 W. SAHARA AVE. #104

I intend to use this space for a massage establishment. It will be Las Vegas' first and only massage studio to provide therapeutic services for all ages. I am a nationally certified and licensed therapist who wants to own a private practice. A few of my services include infant massage therapy, sport massage for kids and adults, foot and scalp massage, injury massage, as well as small spa parties for kids and adults. I want to bring awareness to the valley the importance of infant and children massage, as well as adults.

The 750 square foot suite perfectly suits my needs for my practice with an office, a treatment room, a waiting area, and a small reception area. I understand that it is located close to a residential area, so it would be greatly appreciated if that may be waived. I am also aware that I will need two additional waivers. I am the sole therapist in my practice, just like a doctor/dentist who runs their own practice. I will have on-call therapists to help as needed, depending on my books for the day. My hours of operation will be 8am-6pm Monday through Thursday, 8am-8pm Friday and Saturday, and 9am-3pm on Sunday.

My massage practice will be a phenomenal asset to the Vegas valley. It focuses on the whole family, and not just adults.

In conclusion to this justification letter, I have described the nature of my intended project and its use.

Leslee Wilburn

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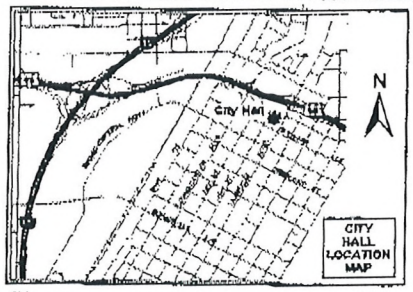
SUP-38866
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City of Las Vegas
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400 Stewart Avenue
Las Vegas, Nevada 89101

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MAILED FROM ZIP CODE 89101

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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UP-38866
City Council Meeting of 10/06/2010

LV LAS VEGAS NV 890 09-18-10

Keith Steinhoff
O.U.

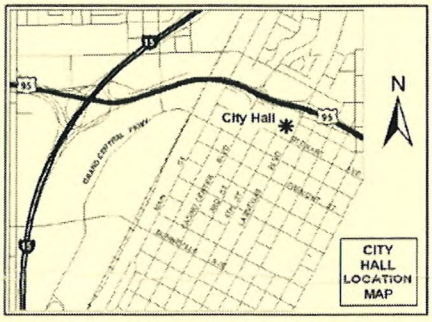
JEWEL FOOD STORES INC
%ALBERTSONS PPTY TAX DEPT
P O BOX 20
BOISE ID 83726-0020

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2010 SEP 22 P 2:23
CITY CLERK

APN#16308121006

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MAILED FROM ZIP CODE 89101

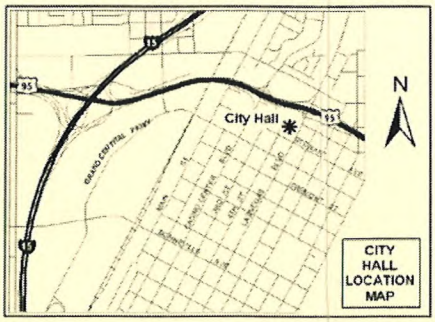
I stop bothering us — we don't want a [redacted] house here

WATSON LEWIS R III 1998 FAM TR
2712 BEAVER CREEK CT #202
LAS VEGAS NV 89117-1745

APN#16308115102

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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ABSOLUTELY NO!
NOT IN OUR NEIGHBORHOOD!

BANNER 1993 REVOCABLE LIVING TR
BANNER JOHN D & SHELLEY J TRS
2720 CHERRY SPRINGS CT
LAS VEGAS NV 89117-2432

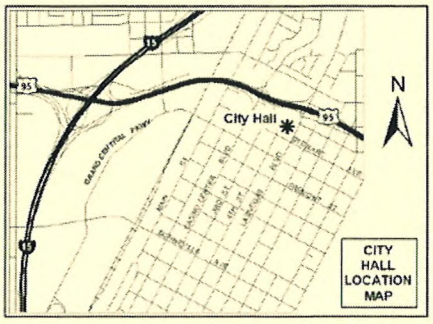
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AND SIDNEY BAROUCH
2732 CLOUDSDALE CIR
LAS VEGAS NV 89117-0414

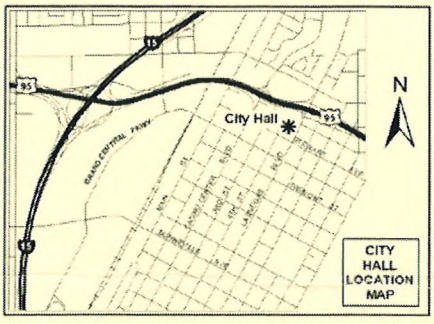
APN#16307513017

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2010 SEP 21 A 11:00

PEARLSTEIN DAVID & RHODA
2709 OTTER CREEK CT #101
LAS VEGAS NV 89117-1736

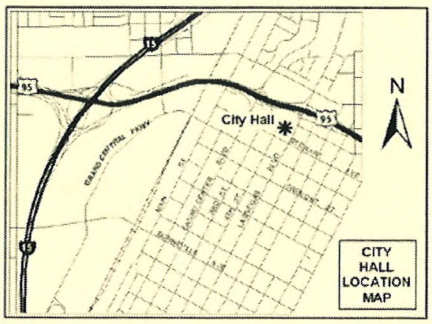
APN#16308115067

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2010 SEP 22 A 10:52

ANDERSON CARL B
LYONS NANCY S
9301 HOLLYCREST DR
LAS VEGAS NV 89117-0409

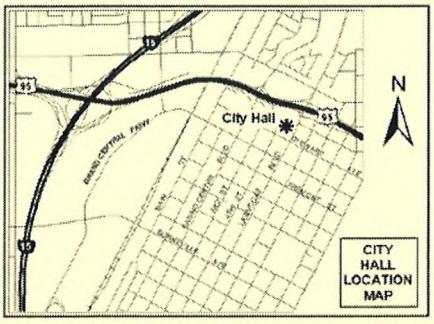
APN#16307513038

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DAGGETT ROBERT S & ROSELINDA C
2812 WHISPERING WIND DR
LAS VEGAS NV 89117-2418

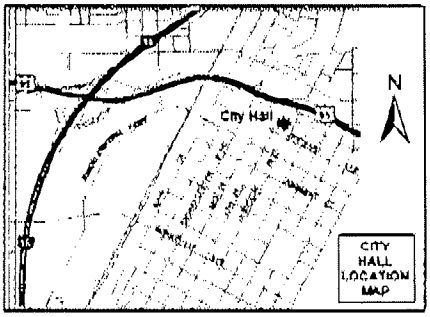
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☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.

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2010 SEP 20 A 10:50
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ELDER CELUTA COSTA REV LIV TR
10175 HAILEY LYNN RD
LAS VEGAS NV 89183-5224

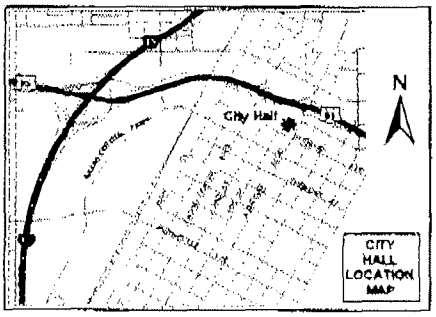
APN#16308114081

SUP-38866
City Council Meeting of: 10/06/2010

I oppose this request because I think that something else is going to be managed in this area nearby

City of Las Vegas
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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

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ETS-HOKIN TRUST
2855 FREEDOM HILLS DR
HENDERSON NV 89052-6889

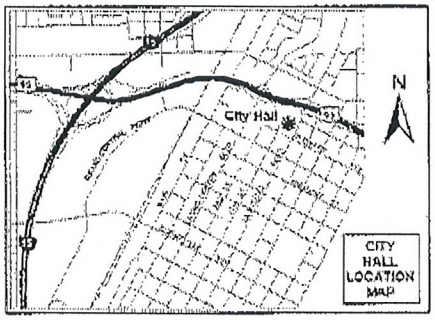
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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38866
City Council Meeting of 10/06/2010

RADEF NANCY
2701 EAGLE SPRINGS CT
LAS VEGAS NV 89117-2411

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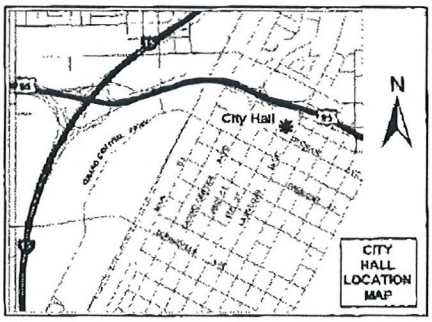
APN#16308113008

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments. Matt Birmingham on behalf of Rainbow Ridge LLC.

SUP-38866
City Council Meeting of 10/06/2010

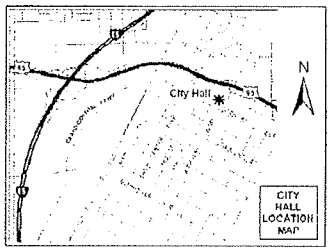
LV LAS VEGAS NV 890 09-18-10

COOKE JEANNE
RAINBOW RIDGE L L C
%M BIRMINGHAM
44325 WOODBRIDGE PKWY
LANSDOWNE VA 20176-5297
APN#16305413010

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38866

City Council Meeting of 10/06/2010

RECEIVED
CITY CLERK
2010 SEP 21 A 11:11

GLAZER ITSCHAK & MICHELE
4377 LA BARCA DR
TARZANA CA 91356-5021

APN#16305415150

Sep 21 10 08:58a Mikki Glazer
818-996-0908 p.1
09/21/2010 TUE 09:01 [TX/RX NO 8307] 001

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

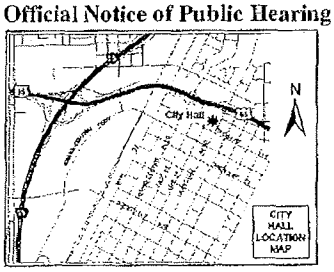
PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
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0004279218 SEP 17 2010
MAILED FROM ZIP CODE 89101

2010 SEP 21 A 11:11

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38866
City Council Meeting of 10/06/2010

HOHREITER LAWRENCE M
6198 SILVERFIELD DR
LAS VEGAS NV 89103-4523

APN#16308115086

09/21/2010 TUE 07:00 [TX/RX NO 8304] 0001

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CITY CLERK

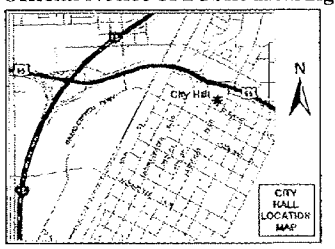
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City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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FIRST CLASS

UNITED STATES POSTAGE
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02 1M $ 00.41⁴
0004279218 SEP 17 2010
MAILED FROM ZIPCODE 89101

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Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38866

City Council Meeting of 10/06/2010

VANATTA DANIEL L
5979 WALLACE DR
CLAYTON CA 94517-1142

APN#16305415363

09/22/2010 WED 10:50 [TX/RX NO 8312] 001

#0022 P 001/001

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CITY CLERK

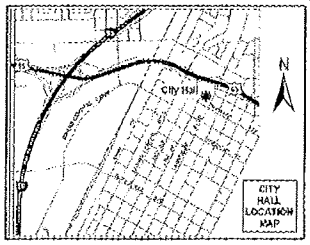
2010 SEP 22 P 12:58

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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UNITED STATES POSTAGE
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MAILED FROM ZIP CODE 89101

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☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38866
City Council Meeting of 10/06/2010

BERGER ALAN
RESCA LISA
2721 BROOKSTONE CT
LAS VEGAS NV 89117-2443

APN#16308111004

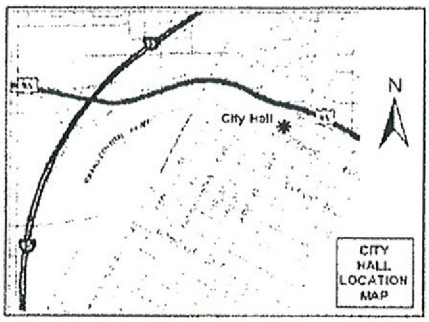
09/22/2010 00:15 17028380294

09/22/2010 WED 11:16 [TX/RX NO 8313] 001

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



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Case: SUP-38866

16305415286
CHEN LISA Y
2605 SLEEPY HOLLOW DR
GLENDALE CA 91206-4727

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38866
Planning Commission Meeting of 8/26/2010

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AUG 18 2010

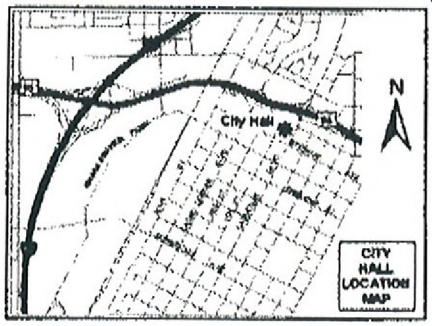
29P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38866
Planning Commission Meeting of 8/26/2010

Case: SUP-38866

16305415360
ETS-HOKIN TRUST
2855 FREEDOM HILLS DR
HENDERSON NV 89052-6689

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AUG 16 2010

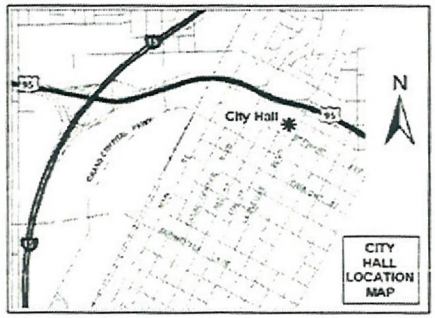
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City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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MAILED FROM ZIP CODE 89101

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☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38866
Planning Commission Meeting of 8/26/2010

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AUG 18 2010

Case: SUP-38866
16308113003
MERCIER LINDA A REVOCABLE TRUST
3208 BEACON SHORES CIR
LAS VEGAS NV 89117-0125

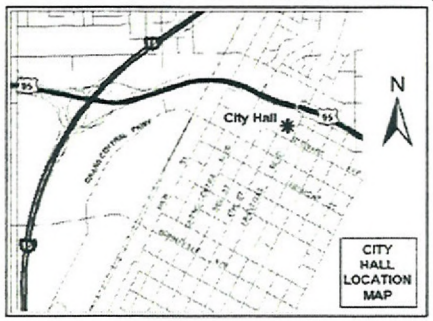
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City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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☐ I SUPPORT this Request

☒ I OPPOSE this Request MAC

Please use available blank space on card for your comments.

SUP-38866

Planning Commission Meeting of 8/26/2010 NO

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AUG 18 2010

Case: SUP-38866

16308119001
~~CRISTINA LI~~VING TRUST
2805 CRYSTAL COVE DR
LAS VEGAS NV 89117-2247

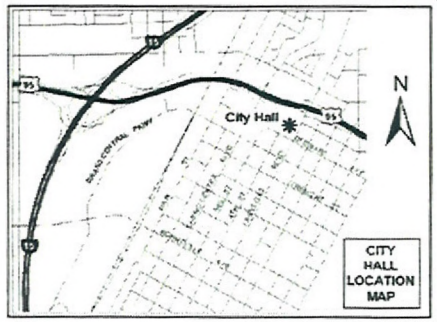
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City of Las Vegas
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Development Services Center
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Las Vegas, Nevada 89101-2986

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38866
Planning Commission Meeting of 8/26/2010

Case: SUP-38866
16305413003
BARRETT THELMA A & GORDON LIV TR
8940 RAINBOW RIDGE DR
LAS VEGAS NV 89117-5816

FOLD AND TAPE

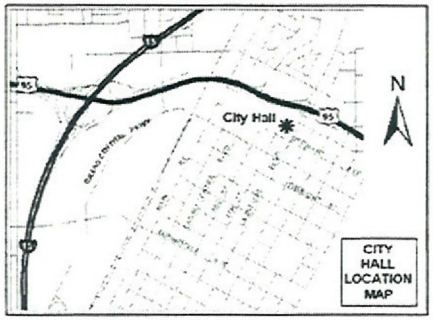
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City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38866
Planning Commission Meeting of 8/26/2010

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Case: SUP-38866
16308115102
WATSON LEWIS R III 1998 FAM TR
2712 BEAVER CREEK CT #202
LAS VEGAS NV 89117-1745

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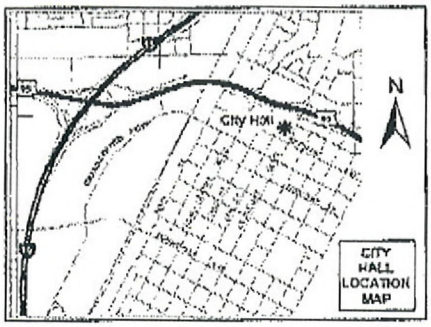
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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UNITED STATES POSTAGE PITNEY BOWES
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MAILED FROM ZIP CODE 89101

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38866

Planning Commission Meeting of 8/26/2010

Case: SUP-38866

16308113008
RADEF NANCY
2701 EAGLE SPRINGS CT
LAS VEGAS NV 89117-2411

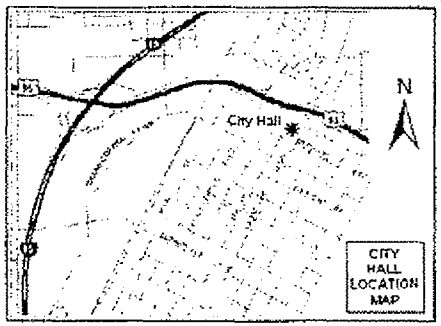
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702-893-6676

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Absolutely NO !

Please use available blank space on card for your comments.

SUP-38866

Planning Commission Meeting of 8/26/2010

Case: SUP-38866
16305410007
TIBALDI NICHOLAS & LAURINE
8960 RAINBOW RIDGE DR
LAS VEGAS NV 89117-5816

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AUG 19 2010

Aug 18 10 06:59p Nicholas Tibaldi

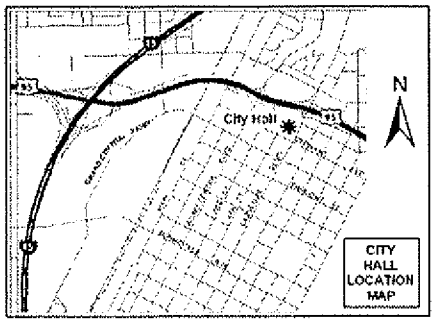
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City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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AUG 24 2010

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☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38866
Planning Commission Meeting of 8/26/2010

Case: SUP-38866
16305415122
TIGHE MICHAEL & DOROTHY
2200 S FORT APACHE RD #1074
LAS VEGAS NV 89117-5708

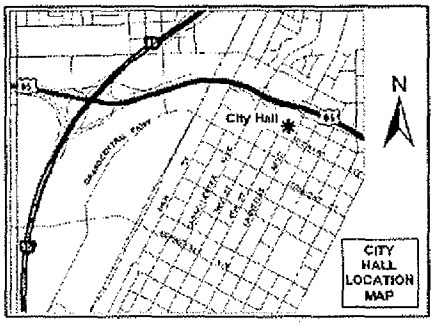
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City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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UNITED STATES POSTAGE PITNEY BOWES
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0004279218 AUG13 2010
MAILED FROM ZIP CODE 89101

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Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38866
Planning Commission Meeting of 8/26/2010

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AUG 23 2010

Case: SUP-38866
~~163081119005~~
HART EDWIN L
2805 BLUFF COVE CIR
LAS VEGAS NV 89117-2236

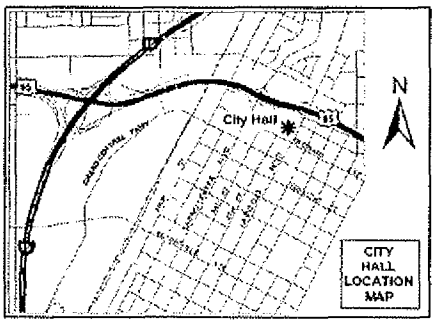
29P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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UNITED STATES POSTAGE
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0004279218 AUG 13
MAILED FROM ZIP CODE 8

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38866

Planning Commission Meeting of 8/26/2010

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AUG 23 2010

Case: SUP-38866

16305415482
~~PLATNER ROBERT & SUE~~
6719 HEADWATER TRAIL
NEW ALBANY OH 43054-9393

29P

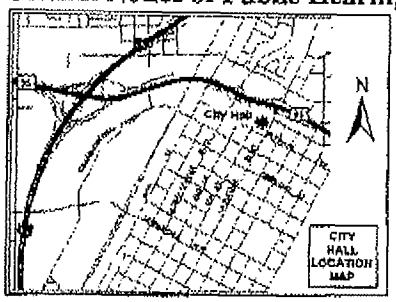
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City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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AUG 17 2010
REAL ESTATE SERVICES

Keith Stefanoff
VIA.

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38866
Planning Commission Meeting of 8/26/2010

Case: SUP-38866

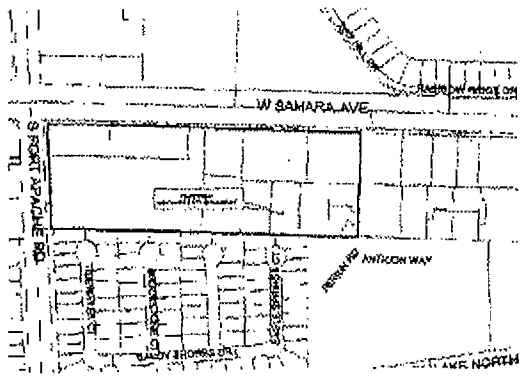
16308121006
JEWEL FOOD STORES INC
%ALBERTSONS PPTY TAX DEPT
P O BOX 20
BOISE ID 83726-0020

Application Information

SUP-38866 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: LESLEE WILBURN - OWNER: LUKE-LOBATO, LLC - Request for a Special Use Permit FOR A 775 SQUARE-FOOT MASSAGE ESTABLISHMENT WITH WAIVERS OF THE DISTANCE SEPARATION REQUIREMENTS TO ALLOW 100 FEET FROM A SCHOOL WHERE 400 FEET IS REQUIRED, ZERO FEET FROM A RESIDENTIAL USE WHERE 400 FEET IS REQUIRED AND A 230 FEET FROM ANOTHER MASSAGE ESTABLISHMENT WHERE 1,000 FEET IS REQUIRED at 9061 West Sahara Avenue, Suite #104 (APN 163-08-121-019), C-1 (Limited Commercial) Zone, Ward 2 (Wolfson).

RECEIVED
AUG 24 2010

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	***August 26, 2010***
Time:	6:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of this request; or may, prior to this meeting, file a written objection thereto or approval thereof with the Planning and Development Department, Development Services Center, 731 South Fourth Street, Las Vegas, Nevada 89101. Final Action on General Plan Amendments and Rezonings will be determined by the City Council. Other public hearing items may be deemed Final Action by the Planning Commission or forwarded to the City Council. The date of the City Council meeting, if applicable, will be announced at the Planning Commission meeting after the discussion of the item. For further information, including the full staff report, please call (702) 229-6301 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.

29A

08/25/2010 08:45 7022425302 PAGE 01

City of Las Vegas Agenda Item No.: **82.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2010

SUBJECT:
SET DATE ON ANY APPEALS FILED OR REQUIRED PUBLIC HEARINGS FROM THE CITY PLANNING COMMISSION MEETINGS AND DANGEROUS BUILDING OR NUISANCE/LITTER ABATEMENTS

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2010

SUBJECT:
CITIZENS PARTICIPATION: PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE LIMITED TO MATTERS WITHIN THE JURISDICTION OF THE CITY COUNCIL. NO SUBJECT MAY BE ACTED UPON BY THE CITY COUNCIL UNLESS THAT SUBJECT IS ON THE AGENDA AND IS SCHEDULED FOR ACTION. IF YOU WISH TO BE HEARD, COME TO THE PODIUM AND GIVE YOUR NAME FOR THE RECORD. THE AMOUNT OF DISCUSSION ON ANY SINGLE SUBJECT, AS WELL AS THE AMOUNT OF TIME ANY SINGLE SPEAKER IS ALLOWED, MAY BE LIMITED

City of Las Vegas Agenda Item No.: **84.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2010

SUBJECT:
COUNCIL MEMBER RECOGNITION: COMMENTS MADE BY INDIVIDUAL CITY COUNCIL MEMBERS DURING THIS PORTION OF THE AGENDA WILL NOT BE ACTED UPON BY THE CITY COUNCIL UNLESS THAT SUBJECT IS ON THE AGENDA AND SCHEDULED FOR ACTION